

struction, Vol. 1, p. 464, repeals by implication are not favored, and conflicting statutes shall be construed, if possible, so that both shall be operative.

The question you present requires a consideration of the words "under the direction of the sheriff," as used in section 1543. Volume 8 of Words and Phrases, page 7157, defines "under," among other definitions, as "to be subordinate to." Worcester. Dict., "subject to." See also, *Eslinger vs. Pratt*, 46 Pac., 763; 14 Utah, 101.

A reasonable construction of these two sections requires that the words "under the direction of the sheriff" should be construed to mean "subject to the authority of the sheriff," which would seem to be a natural interpretation of the words, and would give force and effect to both sections.

It should also be noted that by the terms of section 1541, General Code, a criminal bailiff is a deputy sheriff and, when acting as such deputy sheriff, he is under the direction and control of the sheriff.

In view of the foregoing, I am of the opinion that while the sheriff of the county is the proper official to convey to the penitentiary persons sentenced from the county, a criminal bailiff, when so directed by the sheriff, may conduct such prisoners to the penitentiary.

Respectfully,

GILBERT BETTMAN,

*Attorney General.*

3090.

APPROVAL, BONDS OF GEORGETOWN VILLAGE SCHOOL DISTRICT,  
BROWN COUNTY, OHIO—\$40,000.00.

COLUMBUS, OHIO, March 24, 1931.

*Retirement Board, State Teachers Retirement System, Columbus, Ohio.*

3091.

APPROVAL, LEASE TO OFFICE SPACE AT 335 SOUTH HIGH STREET,  
COLUMBUS, OHIO, FOR USE OF OHIO COMMISSION FOR THE  
BLIND.

COLUMBUS, OHIO, March 24, 1931.

HON. ALBERT T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and opinion a lease between Edward B. Sharp, William T. Sharp, and Rebecca E. Sharp, partners, doing business as the Sharp Realty Company, as lessor, and the State of Ohio, acting by yourself, as Director of the Department of Public Works, for the Department of Public Welfare (Ohio Commission for the Blind), as lessee, covering about 3600 square feet of floor space on the fourth floor of the South Stoneman Building at 335 South High Street, Columbus, Ohio. The proposed lease is for a term of one year, beginning on the first day of January, 1931, and ending on the thirty-first day of December, 1931, and calls for an expenditure of two thousand one hundred dollars (\$2,100.00).

You have submitted an encumbrance estimate, No. 4, bearing the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated sufficient to pay the first six months' rental.

A power of attorney discloses that H. E. Clary has authority to enter into this lease for the Sharp Realty Company.