

the entire time of the assistant county superintendent of schools is required to be taken up in the performance of the duties prescribed for him in said section.

It will be observed that said Section 7706, supra, provides that:

“The assistant county superintendents shall spend such portion of their time as the county superintendent may designate in actual class room supervision. Such time as is not spent in actual supervision shall be used for organization and administrative purposes, and in the instruction of teachers.”

Thus it will be seen that the entire time of the assistant county superintendent is taken up either in class room supervision or for organization and administrative purposes, and in the instruction of teachers, so that under the law it would be physically impossible for an assistant county superintendent of schools to perform the duties of a county attendance officer.

I am therefore of the opinion that a county board of education may not employ an assistant county superintendent as an attendance officer for the county school district. The fact that he is to receive no compensation for the performance of his duties as county attendance officer is not material.

This opinion is in accord with an opinion of the Attorney General rendered in 1921, and reported in Opinions, Attorney General, 1921, Vol. 1, page 793.

Respectfully,

EDWARD C. TURNER,  
*Attorney General.*

1998.

APPROVAL, LEASES TO OHIO CANAL, MIAMI & ERIE CANAL, PORTAGE LAKES AND BUCKEYE LAKE LANDS—DISAPPROVAL, LEASE TO MIAMI & ERIE CANAL LAND.

COLUMBUS, OHIO, April 21, 1928.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—I am in receipt of your communication of April 19, 1928, in which you enclose the following leases, in triplicate, for my approval:

OHIO CANAL.

	<i>Valuation.</i>
Leon & Esther Anderson.....Land.....	\$200 00
George A. Barr.....Land.....	100 00
Elmer Blain.....Land.....	100 00
Clara S. Bryan.....Land.....	150 00
W. G. Cole.....Land.....	1,000 00
M. F. Cooper.....Boat house and landing.....	125 00
Carl DeShon.....Boat landing.....	200 00
Howard L. Hockman.....Land.....	333 34
James McDaniel.....Land.....	100 00
Frank McGeorge.....Land.....	400 00
H. F. Maranville.....Boat house.....	100 00
Alice C. Noel.....Land.....	500 00
The Ohio Power Company.....Pole line.....	266 67
Maude M. Simpson.....Land.....	200 00

## OHIO CANAL—Concluded.

	<i>Valuation.</i>
J. F. Swearingen..... Land.....	\$150 00
Clark Swisshelm..... Land.....	300 00
James Thierry, Sr..... Boat landing.....	150 00
Raltye VanSchelt..... Boat house.....	100 00
Mattie J. Tracy..... Land.....	400 00

## MIAMI AND ERIE CANAL.

	<i>Valuation.</i>
G. B. Hatfield..... Land.....	\$2,000 00
J. H. McClure..... Land.....	600 00
Ricker Bros..... Water.....	900 00
Kuntz, John..... Land.....	300 00
Wm. F. Strickling..... Land.....	200 00
Toledo & Cincinnati R. R. Co..... Land.....	19,458 00

## PORTAGE LAKES.

	<i>Valuation.</i>
Charles R. Davidson..... Boat house.....	\$100 00
Adda M. Davidson..... Boat house and landing, etc..	100 00
Ruth Grosseup..... Boat landing, etc.....	100 00
W. I. Warrensford..... Boat house, etc.....	100 00
E. L. Zautner..... Landing.....	500 00

## BUCKEYE LAKE.

	<i>Valuation.</i>
O. Roy Bair..... Dock landing, etc.....	\$100 00
John Treadwell..... Cottage site and landing.....	1,000 00
D. M. Wilson..... Park and dock landing.....	3,333 34

I am enclosing the above leases, which have been found correct as to legality and form, with my approval endorsed thereon.

## MIAMI AND ERIE CANAL.

	<i>Valuation.</i>
Baltimore & Ohio R. R. Company.. Land.....	\$1,666 67

I am unable to enter my approval on the above lease, for the reason that the resolution passed by the company states:

“RESOLVED, that the President or any Vice-President, and the Secretary or Assistant Secretary of the Baltimore and Ohio and Chicago Railroad Company be and they are hereby authorized to execute on behalf of the Baltimore and Ohio and Chicago Railroad Company lease granted to it by the State of Ohio for term of ninety-nine years, renewable forever, covering parcel of land containing 0.56 acre at Defiance, Ohio, \* \* \*.”

It will be observed that neither the Secretary nor the Assistant Secretary has signed this lease. Upon either the Secretary or Assistant Secretary signing this lease, in the presence of two witnesses, I will approve the same.

Respectfully,

EDWARD C. TURNER,

*Attorney General.*