

general statute. For that reason, the interpretation placed on the language "shall not hold any other public office or employment" as provided in Section 4207 will be pertinent to the like language contained in Section 3 of the charter of P.

Having already interpreted the provisions of Section 4207, and in so doing it has been found that such councilman may not hold other public employment, it is unnecessary to consider the question of common law compatibility and incompatibility of offices.

In specific answer, therefore, to your inquiry, I am of the opinion that the language "any other public office or employment" as contained in Section 4207, General Code, and likewise in Section 3 of the charter of the City of P., is not limited to other office or employment by the municipality but extends to all public office and employment and therefore prohibits the employment of an acting councilman as investigator of the Division of Aid for the Aged of the county.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

---

2773.

APPROVAL—CONTRACT AND BOND, STATE OF OHIO.  
THROUGH SUPERINTENDENT, DEPARTMENT OF PUBLIC WORKS, WITH GEIS CONSTRUCTION COMPANY, ERECTING SPILLWAY AND OTHER WORK, KISER LAKE, JOHNSON TOWNSHIP, CHAMPAIGN COUNTY, OHIO, TOTAL EXPENDITURE, \$6,364.61.

COLUMBUS, OHIO, July 28, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a contract by and between Geis Constructoin Company and the State of Ohio, acting by the Department of Public Works, for the Department of Agriculture, Division of Conservation, for erecting Spillway, erecting Walls, erecting Outlet, Excavating, etc., at Kiser Lake, Sections 22 and 28, Johnson Township, Champaign County, Ohio, which contract calls for the total expenditure of six thousand three hundred and sixty-four and 61/100 dollars (\$6,364.61).

You have also submitted the following papers and documents in this connection: Encumbrance estimate No. 22, the estimate of cost, proof of

publication, workmen's compensation certificate showing the contractor having complied with the laws of Ohio relating to compensation, form of proposal containing the contract bond signed by the Globe Indemnity Company, its power of attorney for the signer, its financial statement and its certificate of compliance with the laws of Ohio relating to surety companies, the recommendation of the Conservation Commissioner to the Director of Public Works, Controlling Board release, and the tabulation of bids received on this project.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other documents submitted in this connection.

Respectfully,

HERBERT S. DUFFY,  
*Attorney General.*

---

2774.

PRISONER—BOARD OF PAROLE—MINIMUM AND MAXIMUM SENTENCE—SECTION 2210 G. C. AFFECTS TIME WITHIN WHICH PRISONER MAY BE PAROLED—LONDON PRISON FARM HAS SAME STATUS AS OHIO PENITENTIARY AS TO RIGHTS OF PRISONER SERVING MINIMUM AND MAXIMUM SENTENCE.

*SYLLABUS:*

1. *Section 2210, General Code, relating to diminution of time for good behavior only affects the time within which the Board of Parole may parole a prisoner and does not affect either the minimum or maximum sentence and, therefore, if a prisoner has not served his maximum sentence and has not been paroled, he must be retained at the London Prison Farm even though he comes within the provisions of Section 2210 as to the allowance of time for good behavior.*

2. *A prisoner at the London Prison Farm has the same status as a prisoner at the Ohio Penitentiary in so far as his rights to parole and to the serving of a minimum and maximum sentence are concerned.*

COLUMBUS, OHIO, July 30, 1938.

*Department of Public Welfare, State Office Building, Columbus, Ohio.*

GENTLEMEN: I have your recent communication which reads as follows: