

shall also provide all the equipment, stationery and postage, as the county commissioners may deem necessary for the proper and convenient conduct of such offices, and such facilities as will result in expeditious and economical administration of the said county offices. They shall provide all room, fire and burglar-proof vaults and safes and other means of security in the office of the county treasurer, necessary for the protection of public moneys and property therein."

The above section has been construed by several former Attorneys General as giving implied authority for county commissioners to go outside the courthouse and rent offices for county officers, if said offices cannot be supplied in the courthouse. See Opinions of Attorney General for 1917, Volume 1, page 833.

Now it is a general rule of law that a lessor is under no obligation to repair premises if he has not covenanted to do so.

See *Grace vs. Williams*, 8 Abstract 430, decided by Hamilton County Court of Appeals, February 24, 1930, citing 16 R. C. L. 552; *Goodall vs. Deters*, 121 O. S. 432. Hence, if a lease does not contain a provision binding the landlord to keep the property in repair, the obligation falls on the lessee to make any repairs that are necessary for an adequate use of the property. Certainly the implied power to rent office space must carry with it the equal power to preserve and maintain the property, so that it may be kept in a condition for use throughout the period of rental. Of course, such a power cannot be carried to extremes. The power to maintain the property would not justify unreasonable expenditures on the part of the commissioners, under the guise of necessity. The county commissioners, like other public officials and boards, possess discretion in the carrying out of their powers, but that discretion must not be abused or their acts will be subject to review by the courts. While you do not state in your communication the nature of the repair work to be done, I assume that it is necessary and that the cost will be reasonable.

In view of the foregoing and in specific answer to your question, I am of the opinion that county commissioners are authorized under Section 2419, General Code, to expend money in repairing rented office buildings for the prosecuting attorney where there are no suitable rooms in the courthouse for said office, so long as the repair work is necessary and the cost is reasonable.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

2409.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE D. W. McGRATH & SONS COMPANY, COLUMBUS, OHIO, FOR GENERAL WORK ON TEACHERS' TRAINING BUILDING AND EQUIPMENT ON CAMPUS OF OHIO STATE UNIVERSITY, COLUMBUS, OHIO, AT AN EXPENDITURE OF \$339,645.00—SURETY BOND EXECUTED BY THE SOUTHERN SURETY COMPANY OF NEW YORK.

COLUMBUS, OHIO, October 3, 1930.

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

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works, for the Board of Trustees of the

Ohio State University, and The D. W. McGrath & Sons Company, of Columbus, Ohio. This contract covers the construction and completion of general contract for Teachers' Training Building and Equipment on the campus of Ohio State University, Division I, Items 1 to 15 inclusive, together with Alternates 2, 10 and 16 of the Form of Proposal dated September 5, 1930. Said contract calls for an expenditure of three hundred and thirty-nine thousand six hundred and forty-five dollars (\$339,645.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. You have also furnished evidence showing that the Controlling Board has consented to the expenditure as required by Section 11 of House Bill 510 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the Southern Surety Company of New York appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the workmen's compensation have been complied with.

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 data submitted in this connection.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

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2410.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE HARRINGTON ELECTRIC COMPANY, CLEVELAND, OHIO, FOR ELECTRICAL WORK IN COLD STORAGE, STOREROOM, KITCHEN AND BAKERY BUILDING, HAWTHORNDEN FARM, CLEVELAND STATE HOSPITAL, CLEVELAND, OHIO, AT AN EXPENDITURE OF \$2,774.00—SURETY BOND EXECUTED BY THE COMMERCIAL CASUALTY INSURANCE COMPANY, NEWARK, NEW JERSEY.

COLUMBUS, OHIO, October 3, 1930.

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

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works, for the Department of Public Welfare, and The Harrington Electric Company, of Cleveland, Ohio. This contract covers the construction and completion of contract for electrical work in a building known as Cold Storage, Storeroom, Kitchen and Bakery, Hawthornden Farm, Cleveland State Hospital, Cleveland, Ohio, as set forth in Item No. 27; Item No. 48, Alternate E-3 of the Form of Proposal dated July 29, 1930. Said contract calls for an expenditure of two thousand, seven hundred and seventy-four dollars (\$2,774.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. You have also furnished evidence to the effect that the consent and approval of the Controlling Board to the expenditure has been obtained in accordance with Section 4 of House Bill 203 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the Commercial Casualty