

in the matter of plumbing inspection when it left it to be done by municipalities and other political subdivisions.

Thus, from the viewpoint of public consideration, it would be improper to permit a plumbing inspector appointed by a district board of health to engage in the private plumbing business, because, as heretofore stated, such a business would no doubt interfere with the unbiased discharge of his duty to the public and it would place him in a position inconsistent therewith. This is so even if such relationship only has a tendency to induce him to violate his duty, regardless of how remote the possibility of such a violation may appear.

It is therefore my opinion that a plumbing inspector appointed by a district board of health can not engage, while so employed, in the plumbing business.

Respectfully,

GILBERT BETTMAN,

*Attorney General.*

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4022.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND THE BALDWIN COMPANY OF CINCINNATI, OHIO, FOR CABINET WORK FOR THE STATE OFFICE BUILDING, AT AN EXPENDITURE OF \$11,588.00—SURETY BOND EXECUTED BY THE UNITED STATES FIDELITY AND GUARANTY COMPANY OF BALTIMORE, MARYLAND.

COLUMBUS, OHIO, February 2, 1932.

HON. FRANK W. MOWREY, *Executive Secretary, State Office Building Commission, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the State Office Building Commission, appointed under Section 1 of House Bill No. 17 of the 88th General Assembly, passed March 14, 1929 (113 O. L. 59), and The Baldwin Company of Cincinnati, Ohio. This contract covers the construction and completion of Contract for Cabinet Work for the State Office Building, according to Item No. 5 of the Form of Proposal dated November 11, 1931. Said contract calls for an expenditure of eleven thousand, five hundred and eighty-eight dollars (\$11,588.00).

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. It is to be noted that the Controlling Board's approval to the expenditure is not required under House Bill No. 621 of the 89th General Assembly, appropriating the money for this contract. In addition, you have submitted a contract bond upon which the United States Fidelity and Guaranty Company of Baltimore, Maryland, 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.

Finally, it appears that the Governor has approved all the acts of the Commission, in accordance with Section 1 of House Bill No. 17 of the 88th General Assembly.

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.*

4023.

BOARD OF ELECTIONS—COUNTY COMMISSIONERS MAY NOT  
ARBITRARILY CHANGE AMOUNTS SUBMITTED IN BUDGET  
OF SUCH BOARD.

*SYLLABUS:*

*County commissioners do not have authority to arbitrarily change the amounts requested and submitted in the budget of the board of elections for the necessary and proper expenses of the board, and substitute their own arbitrary figures in lieu of the amounts requested.*

COLUMBUS, OHIO, February 2, 1932.

HON. CLARENCE J. BROWN, *Secretary of State, Columbus, Ohio.*

DEAR SIR:—Your letter of recent date is as follows:

"I wish to call your attention to the following statement which in substance was submitted to me by one of the boards of elections of our state.

'In May, 1930, a board of elections submitted their budget to the county commissioners, setting forth an estimate of their 1931 requirements, and classified in accordance with their financial needs along various lines. Among other items, they set forth an estimate of \$5,000 for mileage and per diem of election precinct judges and clerks, and the sum of \$3,000 for office supplies. Their total budget amounted to \$12,000.

They were allowed the \$12,000 as per certification by the county auditor last January, but in dividing the appropriation, the county commissioners allocated \$6,000 to the board for compensation, mileage, etc., of precinct judges and clerks, and \$2,000 for office supplies.

You will note that the \$6,000 authorized for the payment to the precinct officials was \$1,000 more than the amount set forth in the estimate presented by the board of elections, and the \$2,000 allocated by the county commissioners for office supplies, was \$1,000 less than the amount requested and as set forth in the estimate submitted by the board.

Other items were also arbitrarily dealt with, but we present the ones mentioned as outstanding.

In the course of time certain funds were exhausted and the county commissioners were asked to transfer funds from the surplus in the fund allocated to precinct judges and clerks, and place same in part to the credit of the fund for office supplies.