

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.

Finding said lease in proper legal form, I hereby approve the same and return it herewith to you, together with all other data submitted in connection therewith.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3092.

APPROVAL, ABSTRACT OF TITLE TO LAND OF JACOB ROBINS
AND SARAH ROBINS IN THE CITY OF COLUMBUS, FRANKLIN
COUNTY, OHIO.

COLUMBUS, OHIO, March 24, 1931.

State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—In Opinion No. 3072, directed to you under date of March 21st, 1931, I found that, subject to certain exceptions therein noted, Jacob Robins has a good indefeasible fee simple title to a parcel of land and the appurtenances thereunto belonging situate in the City of Columbus, Franklin County, Ohio, and more particularly described as thirty-one feet east and west by ninety feet north and south out of the northwest corner of Inlot No. 126 in said city, as the same is numbered and delineated on the recorded plat thereof of record in Deed Book "F," page 332, Recorder's Office, Franklin County, Ohio.

One of the exceptions noted in said opinion with respect to the title of said Jacob Robins was predicated upon the fact that under date of June 29th, 1926, said Jacob Robins and Sarah Robins, his wife, executed to one Harry Gilbert a lease upon the above described premises for the term of ninety-nine years, renewable forever, which lease was thereafter on the 12th day of July, 1926, assigned by said Harry Gilbert and Fannie Gilbert, his wife, to The Broad Front Realty Company, a corporation under the laws of Ohio, which company is now the owner and holder of said lease.

This particular exception to the title of Jacob Robins above noted is obviated by the quit-claim deed executed by The Broad Front Realty Company conveying the above described property to the State of Ohio, which deed properly executed has been tendered to the state and will be legally delivered and accepted upon the issuance of the warrant or warrants covering the purchase price of this property.

A further exception to the title of Jacob Robins in and to the above described property, noted in said former opinion, was predicated upon a lease executed by The Broad Front Realty Company to one Abe Schusterman, under date of August 11th, 1926, by the terms of which the storeroom and basement in the above described premises was leased to said Abe Schusterman for a term commencing on the 1st day of October, 1927, and ending on the 31st day of May, 1931. It appears that this lease was later assigned by said Abe Schusterman to one Milton W. Palestrant, who, on March 20th, 1931, surrendered said lease and all his rights thereunder to The Broad Front Realty Company, which company at the time accepted the surrender of said lease and discharged the holder of the lease from all liability thereon. These facts appear by endorsement upon the original lease which has been turned over to you as part of the files relating to the purchase of this property. Needless to say, the facts above noted obviate the exception above noted predicated upon said lease.

Still a further exception noted to said title in said former opinion was one predicated upon the lease executed by The Broad Front Realty Company, under