

to west and one hundred and seventy (170) in length from north to south.

The additional data you now submit clarifies the ambiguities concerning the name of the village in which the property is situated, the name of the village being "Middletown" and the name of the post office "Middlebourne". This discrepancy was pointed out to you in my opinion No. 1252, dated December 3, 1929.

An examination of the abstract of title submitted, which is certified to by the abstracter, B. F. Enos, of Cambridge, under date of October 24, 1929, shows that David S. Long, the owner of record of the above described premises, had on said date a good merchantable fee simple title to the same, free and clear of all encumbrances except a mortgage in the sum of \$61.55, given on April 9, 1807, by William Moore and Rosanna Moore, his wife, to Sample B. Clark, and sixty years later on April 18, 1867, and recorded on May 2, 1867. Said mortgage having remained unreleased of record for more than twenty-one years after the last due date, the lien of such mortgage is deemed to have expired, by virtue of Section 8546-2, General Code.

A certificate from Fred D. Boyd, treasurer of Guernsey County, dated December 7, 1929, states that taxes for the year 1929 have been paid and that there are no special assessments against said property.

An examination of the deed form of the deed to be executed by said David S. Long and Maud Long, husband and wife, shows that the same is in form sufficient to convey to the State of Ohio a fee simple title to the above described premises, free and clear of all encumbrances except taxes and assessments, if there be any assessments due and payable for the year 1929. As above indicated, this deed has not yet been signed or otherwise executed, and care should be taken to see that said deed is signed and properly acknowledged and executed before the purchase price is paid. The deed, when executed, should be resubmitted for my approval.

The controlling board certificate and encumbrance estimate No. 6293 are in regular form and executed by the proper officials.

I am returning you herewith said abstract of title, warranty deed form, encumbrance estimate, controlling board certificate and other papers submitted with your inquiry.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1284.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND S. P. STEWART & SON, BOWLING GREEN, OHIO, FOR ARCHITECTURAL SERVICES IN CONNECTION WITH RECITATION AND DEPARTMENTAL BUILDING AT BOWLING GREEN STATE COLLEGE, BOWLING GREEN, OHIO.

COLUMBUS, OHIO, December 11, 1929.

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

DEAR SIR:—You have submitted for my examination and opinion a contract between the State of Ohio acting by and through the Department of Public Works for and on behalf of the board of trustees of Bowling Green state college, Bowling Green, Ohio, and S. P. Stewart & Son, Bowling Green, Ohio, for architectural services in connection with the Recitation and Departmental Building at said college, and providing for compensation to the architect in an amount equal to 5½% of the amount

paid out by the State of Ohio under and on account of contracts entered into by the state for the construction of said improvement.

You have also submitted evidence showing that the controlling board has duly consented to and approved the expenditure of fifteen thousand dollars for architectural services in connection with this improvement.

You have further submitted encumbrance estimates in favor of S. P. Stewart & Son bearing numbers 4871 and 4831 in the total sum of thirteen thousand seven hundred fifty dollars and bearing the certificates of the director of finance to the effect that there are unencumbered balances legally appropriated sufficient to pay the same.

Finding said contract in proper legal form I have endorsed my approval thereon and hereby return the same to you together with all other papers submitted in this connection.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1285.

OFFICES INCOMPATIBLE—VILLAGE MAYOR AND CITY CLASSIFIED
SERVICE EMPLOYEE.

SYLLABUS:

The mayor of a village must necessarily take part in politics, and therefore he cannot under the provisions of Section 486-23, General Code, hold the office of village mayor while holding a position in the classified service of a city.

COLUMBUS, OHIO, December 11, 1929.

Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.

GENTLEMEN:—This is to acknowledge receipt of your recent communication, which reads:

“Section 486-23 G. C., prohibits any officer or employe in the classified service of the state, the several counties, cities and school districts, from taking part in politics, other than to vote as he pleases and to express freely his political opinions.

Section 486-28 G. C., provides a penalty for the violation of provisions of the Civil Service Act.

Question: May a person who is in the classified service of a city, but is not a resident of such city, legally hold the office of mayor in the village in which he resides, at the same time?”

In connection with your inquiry your attention is directed to Opinion No. 544, rendered to your Bureau under date of June 19, 1929, in which it was held as disclosed by the syllabus that:

“A member of the city police department who is in the classified civil service may not legally hold the office of a member of the city board of health at the same time, without violating the provisions of Section 486-23, General Code, which prohibit any officer or employe in the classified civil service from taking part in politics other than voting as he pleases and expressing freely his political opinions.”