

to the approval and confirmation of such assessments. Section 6913 relates to the procedure to be followed in the appropriation of property necessary for such construction.

Without undertaking to discuss further in detail the proceedings to be followed in connection with the improvement of roads under the sections of the Code hereinbefore mentioned, your attention is directed to Section 6945 as amended by the 87th General Assembly (112 O. L. 493), which said amendment was also a part of the Norton-Edwards Act, and which provides that after the commissioners have decided to proceed with said improvement "they shall advertise for bids once not later than two weeks prior to the date fixed for the letting of contracts in a newspaper published and of general circulation in said county." etc. It therefore must be concluded that under the provisions of Sections 6911, et seq., of the General Code, county commissioners may include within one proposal a road construction project which includes bridges and culverts thereon. Under such proceedings, by the provisions of Section 6945, two weeks' notice is required to be given for the letting of the contract. However, it is believed that in the event a bridge construction is contemplated, and such project does not include the construction or reconstruction of a county road, under such circumstances the provisions relating to bridges apply and should be followed. This conclusion must be correct, for the reason that the Legislature did not see fit to repeal such sections, and they must, therefore, have application in cases wherein a bridge is being constructed or reconstructed without being a part of any road improvement.

Based upon the foregoing, and in specific answer to your inquiry, it is my opinion that:

1. Under the provisions of Section 6911 of the General Code, as amended by the 87th General Assembly in the Norton-Edwards Act, the county commissioners may include the construction or reconstruction of necessary bridges as a part of a road improvement proceeding, but are not required to do so. When such a proceeding is undertaken, two weeks' notice is required to be given before letting the contract, as provided in Section 6945 of the General Code.

2. Section 6911 of the General Code has no application to bridges except in those cases where the construction or reconstruction of bridges forms a part of a particular road improvement proceeding instituted under said section.

3. When the commissioners are proceeding to construct or reconstruct a bridge separate and apart from a road improvement project, the provisions of Section 2343, et seq., of the General Code apply, and unless the cost of such bridge is less than one thousand dollars, four weeks' notice must be given before letting the contract.

Respectfully,

GILBERT BETTMAN,
Attorney General.

522.

APPROVAL, LEASE TO OFFICE ROOMS IN PURE OIL BUILDING,
COLUMBUS, OHIO.

COLUMBUS, OHIO, June 14, 1929.

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

DEAR SIR:—This is to acknowledge receipt of your communication of even date herewith, enclosing for my examination and approval a certain lease in quadruplicate,

whereby the Gasco Realty Company, as lessor, leases and demises unto you, as Superintendent of Public Works and as Director of said department, for the State of Ohio, the first, second, third and fourth floors, and 5,000 square feet in the front of the basement in the building known as the Pure Oil Building, situated at 246 North High Street, at the southeast corner of High and Chestnut Streets, in the city of Columbus, Ohio. Said lease is for a term of two years commencing on the 1st day of July, 1929, and ending on the 30th day of June, 1931, for an annual rental of \$48,000, payable in equal monthly installments of \$4,000 each.

An examination of this lease shows that the same has been executed by authority of the Board of Directors of the Gasco Realty Company and that the acceptance of said lease is within the authority conferred upon you by Section 154-40, General Code, as amended in 112 O. L. 479.

A careful examination of said lease shows that the same has been executed by the Gasco Realty Company in the manner provided by the law relating to leases of this kind and that the same is in form sufficient to lease and demise said premises to you in your official capacity, for the uses and purposes thereby intended, and said lease is accordingly hereby approved as to execution and form.

With said lease you submit an encumbrance estimate properly signed by the Director of Finance, showing that there is a sufficient balance in a proper appropriation account to pay the rental of said building for the contract period. Said encumbrance estimate, therefore, is likewise approved.

Said lease, bearing my endorsed approval upon the original, duplicate, triplicate and quadruplicate copies thereof, is herewith returned.

Respectfully,
GILBERT BETTMAN,
Attorney General.

523.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE MELBOURNE CONSTRUCTION COMPANY, CANTON, OHIO, FOR CONSTRUCTION OF GARAGE AT CANTON, OHIO, AT AN EXPENDITURE OF \$26,000.00—SURETY BOND EXECUTED BY THE NATIONAL UNION INDEMNITY COMPANY.

COLUMBUS, OHIO, June 14, 1929.

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

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Superintendent of Public Works, for the Department of Highways, and The Melbourne Construction Company, of Canton, Ohio. This contract covers the construction and completion of general contract for a garage building at Canton, Ohio, and calls for an expenditure of twenty-six thousand dollars (\$26,000.00).

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 as required by Section 11 of House Bill No. 510 of the 88th General Assembly. In addition you have submitted a contract bond upon which the National Union Indemnity Company appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly pre-