

therefor. No doubt council by proper action may rescind a contract and determine to enter into a new or different contract. However, if such a course should be taken all of the formalities for the awarding of the contract would have to be followed.

From the foregoing it will be evident that a modification as contemplated by section 4331 has reference to a condition arising "in the prosecution of" the work being constructed in pursuance to a contract properly entered into. This section provides a remedy for those cases arising due to conditions that could not be foreseen at the time the original contract was entered into.

From the statement of facts it clearly appears that the council proposes to use the provisions of section 4331, to aid in obtaining a kind of improvement which it cannot obtain under the contract which it is now authorized to enter into in view of the proposals, bids and funds at its disposal for this purpose. In my opinion the officials mentioned are wholly without legal authority to anticipate at the time of entering into a contract that the same is to be changed to a different type of improvement by an attempted modification in the future. The effect of such a procedure would in effect be an effort to circumvent the law and do indirectly that which they may not do directly.

Respectfully,  
C. C. CRABBE,  
*Attorney General.*

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504.

APPROVAL, BONDS OF CITY OF CUYAHOGA FALLS, SUMMIT COUNTY, \$36,785.00, STREET IMPROVEMENTS.

COLUMBUS, OHIO, June 30, 1923.

*Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.*

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505.

APPROVAL, BONDS OF CITY OF CUYAHOGA FALLS, SUMMIT COUNTY, \$11,530.00, SIDEWALK IMPROVEMENT.

COLUMBUS, OHIO, June 30, 1923.

*Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.*