

954.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND R. BURTON CHILD, FINDLAY, OHIO, FOR CONSTRUCTION OF TUNNELS, INSTITUTION FOR FEEBLE-MINDED, APPLE CREEK, OHIO, AT AN EXPENDITURE OF \$21,871.00—SURETY BOND EXECUTED BY THE HARTFORD ACCIDENT & INDEMNITY COMPANY.

COLUMBUS, OHIO, October 1, 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 Department of Public Works, for the Department of Public Welfare, and R. Burton Child, of Findlay, Ohio. This contract covers the construction and completion of general contract for tunnels, Institution for Feeble-Minded, Apple Creek, Ohio, and calls for an expenditure of twenty-one thousand eight hundred and seventy-one dollars (\$21,871.00).

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 submitted evidence that the consent of the Controlling Board to the release of funds has been obtained in accordance with Section 4 of House Bill 203 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the Hartford Accident and Indemnity Company 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.

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.*

955.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE ELECTRIC POWER EQUIPMENT COMPANY, COLUMBUS, OHIO, FOR ELECTRICAL WORK FOR COTTAGE NO. 1, INSTITUTION FOR FEEBLE-MINDED, APPLE CREEK, OHIO, AT AN EXPENDITURE OF \$4,800.00—SURETY BOND EXECUTED BY THE AMERICAN SURETY COMPANY OF NEW YORK.

COLUMBUS, OHIO, October 1, 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 Department of Public Works, for the Department of Public Welfare, and the Electric Power Equipment Company, of Columbus, Ohio. This contract covers the construction and completion of contract for electrical work, Cot-

tage No. 1, Institution for Feeble-Minded, Apple Creek, Ohio, and calls for an expenditure of four thousand, eight hundred dollars (\$4,800.00).

You have further 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 submitted evidence that the consent of the Controlling Board to the release of funds has been obtained in accordance with Section 4 of House Bill 203 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the American Surety Company of New York 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.

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.*

956.

ROAD IMPROVEMENT—WHEN COUNTY COMMISSIONERS MAY COMBINE TWO DIFFERENT ROADS IN ONE PROCEEDING—METHOD FOR ASCERTAINING ASSESSABLE AREA ON OUTSIDE OF OBTUSE ANGLE CAUSED BY INTERSECTING ROADS.

**SYLLABUS:**

1. *In the event a petition is filed for the improvement of one road and a part of another road, which roads are connecting and in fact constitute one continuous road, the board of county commissioners may consider such improvement as one improvement, and it is not necessary that two separate proceedings be instituted therefor.*

2. *In the event of a turn in a road improvement at any point making an obtuse angle, and assessments are made under the provisions of Section 6919, General Code, upon real estate lying within one mile on either side thereof, the proper method for ascertaining the extent of the area assessable on the outside of such obtuse angle is to project the limit lines parallel with their respective sides to the exact length of such respective sides, and then connect the two points with a line, instead of drawing an arc with the point of turn as the center and the width of the assessment area as the radius.*

COLUMBUS, OHIO, October 1, 1929.

HON. WINSTON W. HILL, *Prosecuting Attorney, Delaware, Ohio.*

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

“May I respectfully request an opinion from you on the following: A petition was filed with the county commissioners of Delaware County, Ohio, for the construction of Trimmer and part of the East Liberty roads. As you will notice from the accompanying diagram, the Trimmer road intersects the East Liberty road at Point B, the East Liberty road being an old established highway and the Trimmer road being built years afterwards and intersecting the former at the aforesaid point ‘B’.