

meanor *** to be confined in any such place, except in *** the reformatory herein provided for, *** unless such person is over sixteen years of age and has been sentenced for less than thirty days, or is remanded to jail in default of payment of either fine or costs or both, which will cause imprisonment for less than thirty days ***."

At the time of the passage of this section, sections 13717 and 13718 were operative and were not repealed by this act. It is a common rule of construction that statutes of similar nature must be construed together when the meaning of one is doubtful, and that a doubtful statute must be given a reasonable construction.

Section 2148-7 permits a female to be sentenced to jail when the sentence is for less than thirty days, and as the same section makes it unlawful to sentence for thirty days or more in a jail, it would not seem a reasonable construction to say that if the sentence is for less than thirty days a person may be imprisoned and if for more than thirty days such person may not be imprisoned.

To say that this section limits the imprisonment of a female in all cases to less than thirty days would, in cases where the maximum fine and cost and maximum sentence of imprisonment exceed twenty-nine days, make an unequal operation of the law as between male and female offenders. It must therefore be said that sections 2148-7, 13717 and 13718, together authorize confinement on conviction for misdemeanors in the women's reformatory when the sentence exceeds twenty-nine days. This conclusion is strengthened by the fact in the case of *In Re Fenwick*, supra, part of the sentence was imprisonment until released by allowing a credit of sixty cents per day on the fine. The Supreme Court, while not specifically passing on this point, held there was no invasion of a constitutional right.

Coming now to a specific answer to your question, it is my opinion that where the commitment papers provide for a period of imprisonment for six months and a fine of fifty dollars and costs, and there is no provision that in default of payment of fine and costs such person is to be further confined until released by allowing a credit of sixty cents per day on the fine and costs, such person must be released upon serving the six months. On the other hand, if the commitment papers provide imprisonment until released by allowing a credit of sixty cents per day, then such additional period should be served.

Respectfully,

C. C. CRABBE,
Attorney General.

1676.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE WEISS HEATING AND PLUMBING COMPANY, OF CLEVELAND, OHIO, FOR PLUMBING, HEATING AND VENTILATING FOR ARMORY AT ASHLAND, OHIO, AT COST OF \$13,300.00.—SURETY BOND EXECUTED BY THE AETNA CASUALTY AND SURETY COMPANY.

COLUMBUS, OHIO, August 8, 1924.

HON. FRANK D. HENDERSON, *Adjutant General, Columbus, Ohio.*

Dear Sir:—

You have submitted for my approval a contract between the State of Ohio,

acting by the Adjutant General, and The Weiss Heating and Plumbing Company, of Cleveland, Ohio. This contract covers the plumbing, heating and ventilating for an Armory at Ashland, Ohio, and calls for an expenditure of \$13,300.

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. There has further been submitted a contract bond upon which the Aetna Casualty and Surety 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,
C. C. CRABBE,
Attorney General.

1677.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND J. G. MOYER & SON, OF ASHLAND, OHIO, FOR ELECTRIC WIRING FOR ARMORY AT ASHLAND, OHIO, AT COST OF \$2,300.00.—SURETY BOND EXECUTED BY FRANK VESPER AND BARBARA VESPER.

COLUMBUS, OHIO, August 8, 1924.

HON. FRANK D. HENDERSON, *Adjutant General, Columbus, Ohio.*

Dear Sir:—

You have submitted for my approval a contract between the State of Ohio, acting by the Adjutant General, and J. G. Moyer & Son, of Ashland, Ohio. This contract covers the contract for electric wiring for Armory at Ashland, Ohio, and calls for an expenditure of \$2,300.00.

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. There has further been submitted a contract bond upon which Frank Vesper and Barbara Vesper appear 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 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,
C. C. CRABBE,
Attorney General.