

signed to the Clerk of the Board of Education within ten days. A failure to do so will be considered a declination.

Accepted:

\_\_\_\_\_ Teacher  
 \_\_\_\_\_ School"

Provision in the foregoing notice as to the increase of the salary of the teachers is not violative of the law. Section 7690-1, General Code, expressly authorizes such increase in the following language:

"Each board of education shall fix the salaries of all teachers which may be increased but not diminished during the term for which the appointment is made. Teachers must be paid for all time lost when the schools in which they are employed are closed owing to an epidemic or other public calamity."

With respect to the proviso that the appointment shall be subject to the acceptance of tax deficiency bonds for a part or all of the balance due the teacher for services in the school year 1932-33, it is my view that this proviso does not invalidate the appointment should it be accepted by the teacher, but since there is no authority to appoint school teachers upon such a condition, this portion of the agreement would be invalid and therefore not binding upon the teacher.

Summarizing and in specific answer to your inquiries, it is my opinion that:

1. In the issuance of bonds, taxing subdivisions are without authority to issue so-called combined form interest and principal coupon bonds except when required by the Industrial Commission or the Retirement Board of the State Teachers Retirement System, as set forth in Sections 1465-58a and 7896-16a, General Code.
2. Boards of education are not authorized to appoint school teachers upon condition that they accept deficiency bonds as part or full payment of salary past due and an appointment subject to such condition accepted by a teacher, while a valid appointment if made otherwise in compliance with law, does not obligate or bind the teacher to accept such bonds.

Respectfully,  
 JOHN W. BRICKER,  
*Attorney General.*

914.

APPROVAL, LEASE TO OFFICE ROOMS FOR USE OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, AT LIMA, OHIO.

COLUMBUS, OHIO, June 2, 1933.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and opinion a lease between The Colonial Finance Company, of Lima, Ohio, as lessor and the State of Ohio, acting by and through yourself as Superintendent of Public Works for the

Department of Industrial Relations as lessee. By the terms of this lease, the State is granted the use of 464 square feet of office space on the third floor of the Colonial Finance Building located at 212 North Elizabeth Street, Lima, Ohio, for the term of nineteen (19) months from the first day of June, 1933, to the thirty-first day of December, 1934, in consideration of the sum of Seven hundred twelve dollars and fifty cents (\$712.50).

You have also submitted encumbrance estimate No. 139 bearing the certificate of the Director of Finance, to the effect that there is legally appropriated an unencumbered balance sufficient to pay the rental for the first month of the lease.

Proper evidence of authority has been submitted to show the power of Frank C. Kahle, Vice President, and J. F. Solomon, Secretary, to enter into the lease to bind the Colonial Finance Company. I would suggest that the words "State of Ohio, by" be inserted directly above the signature, "T. S. Brindle", on the lease, and the words "Superintendent, Department of Public Works" be added after said signature.

Finding said lease in proper legal form, subject to said suggestion, I hereby approve it, and am returning it, together with all papers submitted in connection therewith.

Respectfully,  
JOHN W. BRICKER,  
*Attorney General.*

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915.

FOOT BRIDGE—DUTY TO MAINTAIN AND KEEP IN REPAIR ON  
TOWNSHIP ROAD RESTS UPON TOWNSHIP TRUSTEES.

*SYLLABUS:*

*The duty to maintain and keep in repair a foot bridge on a township road rests upon the township trustees as a part of their duty to keep the township roads in good repair.*

COLUMBUS, OHIO, June 5, 1933.

HON. HOWARD M. NAZOR, Prosecuting Attorney, Jefferson, Ohio.

DEAR SIR:—I acknowledge receipt of your communication which reads in part as follows:

"I would appreciate your advice as to whether or not there is any duty imposed upon County Commissioners to build or maintain foot bridges over streams.

There is some controversy here over a certain foot bridge over a stream on a township road, and claim has been made that it is the duty of the Commissioners to maintain this bridge, although there are no records to show that it was built by the County."

This office has held in recent opinions that it is the duty of county commissioners to maintain and keep in repair bridges on township roads, but that township trustees may also expend money for such maintenance and repair if they so