

In the case of *State ex rel Allen vs. Lutz*, 111 O. S., 246, Ohio Law Bulletin December 22, 1924, we find that the case was tried in the Supreme Court upon a finding of facts and conclusions of law which stated the essential matters in controversy, and in such findings of facts may be found the following:

"The court further finds that the limitations of salary heretofore referred to, applies only to the compensation of the sanitary engineer, and that such sanitary engineer may employ assistants upon such reasonable terms as may be fixed by the board of county commissioners."

In the opinion of Judge Day, in sustaining the court of appeals in its findings, he concludes with the following:

"The conclusion is that the court of appeals, in refusing the writ of mandamus, was right, and that its judgment in so doing, *and in all other respects*, should be affirmed."

While the case of *Allen vs. Lutz*, supra, was not upon the question of whether the assistant sanitary engineer was limited by section 6602-14, this question was submitted on brief and was argued in that case for the purpose, as stated in the brief, of avoiding another suit. While the opinion is not conclusive upon this subject and would not prevent the question from being again raised in the Supreme Court, it is believed that we should be constrained to follow this decision.

You are therefore advised that under the law as it now exists, the board of county commissioners may employ an assistant to the county sanitary engineer and that the compensation of such assistant may be fixed by the county commissioners on a percentage basis and that the limitations of section 6602-14 do not apply to such assistant.

Respectfully,
C. C. CRABBE,
Attorney General.

2347.

APPROVAL, FINAL RESOLUTIONS, ROAD IMPROVEMENTS IN ALLEN
AND CARROLL COUNTIES.

COLUMBUS, OHIO, April 6, 1925.

Department of Highways and Public Works, Division of Highways, Columbus, Ohio.

2348.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE REAUGH
CONSTRUCTION COMPANY, OF CLEVELAND, OHIO, FOR CON-
STRUCTION AND COMPLETION OF COMBINED GENERAL CON-
TRACT; INCLUDING ELECTRIC WIRING AND PLUMBING CON-
TRACTS FOR REPAIRING AND REMODELING FEMALE INFIRMARY

BUILDING, CLEVELAND STATE HOSPITAL, CLEVELAND, OHIO,
AT COST OF \$135,710.00—SURETY BOND EXECUTED BY THE ROYAL
INDEMNITY COMPANY.

COLUMBUS, OHIO, April 7, 1925.

HON. L. A. BOULAY, *Director, Department of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Highways and Public Works, and The Reaugh Construction Company, of Cleveland, Ohio. This contract covers the construction and completion of combined general contract, including electric wiring and plumbing contracts for repairing and remodeling Female Infirmary Building, Cleveland State Hospital, Cleveland, Ohio, and calls for an expenditure of \$135,710.00.

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 the Royal 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,
C. C. CRABBE,
Attorney General.

2349.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE McCRAY REFRIGERATOR COMPANY, OF KENDALLVILLE, INDIANA, FOR CONSTRUCTION AND COMPLETION OF INSTALLING REFRIGERATORS IN THE STARLING LOVING HOSPITAL, OHIO STATE UNIVERSITY AS FOLLOWS: ITEMS 1 TO 8 INCLUSIVE, AT COST OF \$6,811.00—SURETY BOND EXECUTED BY THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

COLUMBUS, OHIO, April 7, 1925.

HON. CARL E. STEEB, *Secretary, Board of Trustees, Ohio State University, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Ohio State University, and the McCray Refrigerator Company, of Kendallville, Indiana. This contract covers the construction and completion of installing Refrigerators in the Starling Loving Hospital, Ohio State University as follows: Items 1 to 8 inclusive, and calls for an expenditure of \$6,811.00.

You have submitted the certificate of the Director of Finance to the effect that