

I am of the opinion therefore that a board of elections is not authorized to provide a telephone in the residence or private business office of its clerk."

The principle of the foregoing opinion applies equally as well to the present situation. There being no authority, express or implied, to maintain at public expense a telephone in the residence or private business office of the deputy sheriff, I am of the opinion, in specific answer to your question, that county commissioners are unauthorized to pay the expenses of a telephone in the private residence of the deputy sheriff, when such residence is not at the county jail.

The opinion to which you call attention in your communication is probably Opinion No. 1889, rendered November 29, 1933, and reported in Opinions of the Attorney General for 1933, Vol. III, Page 1777. There is no opinion No. 1933 of 1935. An examination of the 1933 opinion shows that it has no bearing on the instant question.

Respectfully,

JOHN W. BRICKER,
Attorney General.

6072.

APPROVAL—CONTRACT FOR PLUMBING FOR PROJECT KNOWN AS HOSPITAL, OHIO STATE SANATORIUM, MT. VERNON, OHIO, \$1,475.00, AETNA CASUALTY AND SURETY COMPANY OF HARTFORD, CONN., SURETY-WUELLEMER & THEADO OF COLUMBUS, OHIO, CONTRACTOR.

COLUMBUS, OHIO, September 11, 1936.

HON. CARL G. WAHL, *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 Wuellmer & Theado of Columbus, Ohio. This contract covers the construction and completion of contract for plumbing for a project known as Hospital, Ohio State Sanatorium, Mt. Vernon, Ohio, in accordance with Item No 2 of the form of proposal dated July 27, 1936. Said contract calls for an expenditure of one thousand four hundred and seventy-five dollars (\$1,475.00).

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. In addition, you have

submitted a contract bond upon which the Aetna Casualty and Surety Company of Hartford, Connecticut, 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,

JOHN W. BRICKER,
Attorney General.

6073.

APPROVAL—CONTRACT FOR HEATING FOR PROJECT KNOWN AS HOSPITAL, OHIO STATE SANATORIUM, MT. VERNON, OHIO, \$1,422.00, AETNA CASUALTY AND SURETY COMPANY OF HARTFORD, CONN., SURETY—C. G. SNOW PLUMBING AND HEATING COMPANY OF MT VERNON, OHIO, CONTRACTOR.

COLUMBUS, OHIO, September 14, 1936.

HON. CARL G. WAHL, *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 C. G. Snow Plumbing and Heating Company of Mt. Vernon, Ohio. This contract covers the construction and completion of contract for heating for a project known as Hospital, Ohio State Sanatorium, Mt. Vernon, Ohio, in accordance with Item No. 3 of the form of proposal dated July 27, 1936. Said contract calls for an expenditure of one thousand four hundred and twenty-two dollars (\$1,422.00).

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.

In addition, you have submitted a contract bond upon which the Aetna Casualty and Surety Company of Hartford, Connecticut, appears as surety, sufficient to cover the amount of the contract.