

1989.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND THE PAUL L. GILMORE COMPANY FOR THE CONSTRUCTION AND COMPLETION OF CONTRACT FOR ELECTRICAL WORK AT THE STATE SCHOOL FOR THE BLIND, COLUMBUS, OHIO, AT AN EXPENDITURE OF \$6,064.00—SURETY BOND EXECUTED BY THE UNITED STATES GUARANTEE COMPANY.

COLUMBUS, OHIO, December 11, 1933.

HON. T. S. BRINDLE, *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 Education, and the Paul L. Gilmore Company, of Columbus, Ohio. This contract covers the construction and completion of contract for electrical work for a project known as Wings to Dormitory (Boys' and Girls' Dormitories), State School for the Blind, Columbus, Ohio, in accordance with Item 5 of the form of proposal dated November 14, 1933. Said contract calls for an expenditure of six thousand and sixty-four dollars (\$6,064.00).

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 a certificate of the Controlling Board, showing that said board has released funds for this project, in accordance with Section 8 of House Bill No. 699 of the 90th General Assembly, Regular Session.

In addition, you have submitted a contract bond upon which the United States Guarantee 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,

JOHN W. BRICKER,
Attorney General.

1990.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND THE L. M. LEONARD COMPANY, FOR THE CONSTRUCTION AND COMPLETION OF CONTRACT FOR GENERAL WORK AT STATE SCHOOL FOR THE BLIND, COLUMBUS, OHIO, AT AN EXPENDITURE OF \$132,457.00.

COLUMBUS, OHIO, December 11, 1933.

HON. T. S. BRINDLE, *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 Education, and the L. M. Leonard Company, of Columbus, Ohio. This contract covers the construction and completion of Contract for General Work for a project known as Wings to Dormitory (Boys' and Girls' Dormitories) State School for the Blind, Columbus, Ohio, in accordance with Item 1, Item 6 (Alt G-1), Item 7 (Alt G-2), Item 11 (Alt G-5a), Item 12 (Alt G-5b), Item 14 (Alt G-7), including substitutions for Cleveland sandstone and all steel equipment metal wardrobes, of the form of proposal dated November 14, 1933. Said contract calls for an expenditure of one hundred and thirty-two thousand, four hundred and fifty-seven dollars (\$132,457.00).

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 a certificate of the Controlling Board, showing that said board has released funds for this project in accordance with Section 8 of House Bill No. 699, of the 90th General Assembly, Regular Session.

In addition, you have submitted a contract bond upon which the Maryland Casualty 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,

JOHN W. BRICKER,
Attorney General.

1991.

PUBLIC OFFICE—INCUMBENT MAY BECOME CANDIDATE FOR DIFFERENT TERM OF SAME OFFICE PRIOR TO EXPIRATION OF ELECTED TERM—ELECTION OPERATES AS RESIGNATION OF UNEXPIRED TERM.

SYLLABUS:

An incumbent of an office may, prior to the expiration of the term for which he was elected, become a candidate for a different term of that office at a subsequent election therefor without resigning prior to such election from the former office, and his election and qualification for the latter term would operate as a resignation or vacation of the former.

COLUMBUS, OHIO, December 11, 1933.

HON. GEORGE S. MYERS, *Secretary of State, Columbus, Ohio.*

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