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CONTRACT—STATE WITH FOGARTY ELECTRIC COMPANY, CINCINNATI, ELECTRICAL WORK, WEST WING, CHEMISTRY BUILDING, MIAMI UNIVERSITY, OXFORD.

COLUMBUS, OHIO, March 6, 1939.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a contract by and between the Fogarty Electric Company, an Ohio corporation with its prin-

cipal place of business in Cincinnati, Ohio, and the State of Ohio, acting through you as the Director of the Department of Public Works, for the Board of Trustees, Miami University, Oxford, Ohio for construction and completion of electrical work for a project known as West Wing to Chemistry Building, Miami University, Oxford, Ohio, as set forth in Item 4 of the Form of Proposal dated November 2, 1938, said contract calling for an expenditure of $2,900.00.

You have submitted the following papers and documents in this connection: contract encumbrance record No. 1702, dated November 9, 1938; estimate of cost; division of contract; notice to bidders; proof of publication; Workmen's Compensation Certificate showing the contractor to have complied with the laws of Ohio relating to compensation; the form of proposal containing the contract bond signed by the Seaboard Surety Company, a corporation of New York, its power of attorney for the signer, its financial statement and the certificate of compliance with the laws of Ohio relating to surety companies; the recommendation of the State Architect; request of the Department of Public Welfare as to letting contracts; recommendation of Director of the Department of Public Works; Controlling Board Release; approval of PWA and a letter from the Auditor of State showing that all the necessary papers and documents are on file in said office, and the tabulation of bids on this project.

I have examined the specifications made part of the contract by reference and find that a prevailing wage schedule is attached to said specifications in compliance with Section 17-4 of the General Code of Ohio.

I find no clause in the contract complying with Section 2366-1 of the General Code of Ohio, but by reason of the penal provisions of said section am of the opinion that any aggrieved person has an adequate remedy at law and the absence of said provision is not such as to invalidate said contract.

Finding said bond and contract in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other documents submitted in this connection.

Respectfully,
THOMAS J. HERBERT,
*Attorney General.*