

Upon examination of the contract form which is quite comprehensive in its provisions relating to the duties and obligations of The Lake White Land Company not only to grant to the state flowage rights for reservoir purposes in and upon the lands therein referred to, but to clear and grub out said lands and to otherwise maintain the same in proper condition for reservoir purposes, I find said contract covering the above intended purposes to be in all respects lawful and such as you are authorized to enter into under the provisions of section 3 of Amended Substitute Senate Bill No. 169, enacted by the 90th General Assembly, 115 O. L., page 383. The form of the easement deed to be executed by The Lake White Land Company conveying flowage rights in and to this property for the purposes of said projected reservoir is likewise approved.

In connection with my consideration of the contract and deed forms above referred to, I am advised that The Lake White Land Company has not yet been incorporated. Needless to say, you should not, in your capacity as Superintendent of Public Works or otherwise, enter into any contract concerning the matters above referred to, with The Lake White Land Company or with any person or persons assuming to represent it until said company is incorporated and organized in the manner provided by law; and in such case your contract should be with the corporation after the same has been authorized by its Board of Directors to enter into this contract. Likewise, you should not, of course, accept any deed purporting to be executed by The Lake White Land Company until said company has been incorporated and organized, and the execution of such deed has been authorized by the Board of Directors of said company.

Calling your attention to section 3 of said act (sec. 412-18, G. C.), you are further advised that in conformity with the provisions of this section the contract and deed above mentioned should not be executed until The Lake White Land Company, after its incorporation and organization, has filed with you the petition provided for in said section and said petition has been formally approved by you as Superintendent of Public Works.

I am herewith returning to you the contract and deed forms above referred to.

Respectfully,
 JOHN W. BRICKER,
Attorney General.

3334.

APPROVAL—CONTRACT BETWEEN THE STATE OF OHIO AND THE
 KING ROOFING AND HEATING COMPANY OF CINCINNATI, OHIO,
 FOR THE CONSTRUCTION AND COMPLETION OF VENTILATING
 CONTRACT AT MIAMI UNIVERSITY.

COLUMBUS, OHIO, October 23, 1934.

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 Board of Trustees of Miami University, Oxford, Ohio, and the King Roofing and Heating Company of Cincinnati, Ohio. This contract covers the construction and completion of Ventilating Contract for a project known as Remodeling and Additions

to Freshman Dormitory, Miami University, Oxford, Ohio, in accordance with Item No. 6, and Item No. 27 (Alt. M-11) of the form of proposal dated August 21, 1934. Said contract calls for an expenditure of three thousand and eighty-seven dollars (\$3,087.00).

You have submitted a certificate of the secretary of the board of trustees of Miami University, showing that there are available moneys of the university, which moneys, when supplemented by the moneys from the federal government, will be sufficient to cover the cost of erection of the improvement.

In addition, you have submitted a contract bond upon which Erwin Kluba and M. A. Schneider of Cincinnati and Cheviot, Ohio, respectively, appear as personal sureties.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the workmen's compensation act 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.

3335.

APPROVAL—CONTRACT BETWEEN THE STATE OF OHIO AND THE
FREES ELECTRIC COMPANY OF CINCINNATI, OHIO, FOR THE
CONSTRUCTION AND COMPLETION OF ELECTRICAL CONTRACT
AT MIAMI UNIVERSITY.

COLUMBUS, OHIO, October 23, 1934.

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 Board of Trustees of Miami University, Oxford, Ohio, and The Frees Electric Company of Cincinnati, Ohio. This contract covers the construction and completion of Electrical Contract for a project known as Remodeling and Additions to Freshman Dormitory, Miami University, Oxford, Ohio, in accordance with Item No. 5, Item No. 21 (Alt. M-5), Item No. 22 (Alt. M-6), Item No. 23 (Alt. M-7), Item No. 24 (Alt. M-8), Item No. 25 (Alt. M-9) and Item No. 26 (Alt. M-10), of the form of proposal dated August 21, 1934. Said contract calls for an expenditure of fourteen thousand and eighty dollars (\$14,080.00).

You have submitted a certificate of the secretary of the board of trustees of Miami University, Oxford, Ohio, showing that there are available moneys of the university, which moneys when supplemented by the moneys from the federal government will be sufficient to cover the cost of erection of the improvement. In addition, you have submitted a contract bond upon which the Seaboard Surety Company of New York 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 given, bids tabulated as required