

upon which the Fidelity and Deposit Company of Maryland 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.

It will be noted that in the contract bond the name of the principal is not included immediately above that of the surety in the caption of this bond. This defect is not fatal for the reason that the words "that we, the undersigned" are used and the principal has signed said contract bond. However, I would suggest that in the future the name of the principal be included immediately preceding the name of the surety in the caption of said bond.

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,
EDWARD C. TURNER,
Attorney General.

29.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO THROUGH THE DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS WITH THE RADIO M. & S. COMPANY—APPROVAL CONTRACT WITH HENRY I. DERR—ELECTRICAL WORK AND PLUMBING, BOTANICAL GREENHOUSE FOR VEGETABLE DISEASE INVESTIGATION, OHIO AGRICULTURAL EXPERIMENT STATION, WOOSTER, OHIO.

COLUMBUS, OHIO, January 27, 1927.

HON. GEORGE F. SCHLESINGER, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my further consideration and approval a contract in triplicate between the State of Ohio acting by the Department of Highways and Public Works, and the Radio M. & S. Company, and a contract in triplicate between the State of Ohio acting by the Department of Highways and Public Works and Henry I. Derr which were on January 24th returned to you for the following reason:

The first of the foregoing contracts provides for electrical work in the Botanical Greenhouse for Vegetable Disease Investigation, Ohio Agricultural Experiment Station, Wooster, Ohio, as set forth in item No. 6, of the proposal dated October 6th, 1926.

The second of the foregoing contracts provides for the plumbing to be installed in the Botanical Greenhouse for Vegetable Disease Investigation, Ohio Agricultural Experiment Station, Wooster, Ohio, exclusive of heating and ventilating as set forth in item No. 5, of the proposal dated October 6th, 1926.

These contracts were returned to you disapproved, for the reason that Article 6 in each of them provides:

"The contractor is to complete the work contemplated under this contract on or before January first, 1927."

I have noted the extension of time granted to the contractor by Hon. Geo. F. Schlesinger, Director of Highways and Public Works, a copy of which is attached to each of these contracts, to March 1st, 1927, which makes it possible in each case for the contractor to complete the work within the time specified after the signing of the contract.

With these contracts 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 for each of said contracts upon which the Aetna Casualty and Surety Company appears as surety, sufficient to cover the amount set forth in each of said contracts respectively. You have also obtained consent of said Aetna Casualty and Surety Company to the continuing into effect of each of said bonds during the extension of time given to the contractors by authority of the Director of Highways and Public Works.

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 contracts and bonds 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,
EDWARD C. TURNER,
Attorney General.

30.

APPROVAL, FINAL RESOLUTION, SECTION H.—BRIDGE—I. C. H. NO. 387, MONROE COUNTY, OHIO.

COLUMBUS, OHIO, January 31, 1927.

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

31.

VIOLETION OF SECTIONS 6212-13 TO 6212-20 G. C.—PROSECUTION FOR "THIRD OFFENSE" CANNOT BE INSTITUTED AND MAINTAINED AGAINST DEFENDANT WHERE "SECOND OFFENSE" INVOLVED—ERROR PROCEEDING IN HIGHER COURT.

SYLLABUS:

A prosecution for a third offense for violation of Sections 6212-13 to 6212-20 of the General Code, cannot be instituted and maintained against a defendant where the case involving the second offense has not been finally determined but is pending in a higher court on error proceedings.

Where there has been two or more prior convictions for violations of Sections 6212-13 to 6212-20 of the General Code, it is not essential that there be a record of a