

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.

5576.

APPROVAL — CONTRACT FOR HEATING FOR PROJECT KNOWN AS STATE HIGHWAY GARAGE BUILDING, BOWLING GREEN, OHIO, \$13,089.00, UNITED STATES GUARANTEE COMPANY OF NEW YORK, N. Y., SURETY — J. F. OELGOETZ COMPANY OF COLUMBUS, OHIO, CONTRACTOR.

COLUMBUS, OHIO, May 21, 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 Highways, and J. F. Oelgoetz Company of Columbus, Ohio. This contract covers the construction and completion of Contract for Heating for a project known as State Highway Garage Building, Division No. 2, Bowling Green, Ohio, in accordance with Items Nos. 3, 14 (Alt. H-4), and 15 (Alt. H-5) of the Form of Proposal dated April 28, 1936. Said contract calls for an expenditure of thirteen thousand and eighty-nine dollars (\$13,089.00).

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 certificates of the Controlling Board showing that said board has released funds for this project in accordance with section 8 of House Bill No. 531 of the regular session of the 91st General Assembly.

In addition, you have submitted a contract bond upon which the United States Guarantee Company of New York, N. Y., 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.

5577.

OFFICES INCOMPATIBLE—MEMBER AND CLERK OF SOLDIERS' RELIEF COMMISSION—COUNTY COMMISSIONERS FIX COMPENSATION OF MEMBERS OF SOLDIERS RELIEF COMMISSION.

SYLLABUS:

1. *A member of a soldiers' relief commission may not be employed as a clerk under the provisions of Section 2933-1, General Code.*
2. *The authority to fix the compensation to be allowed to members of a soldiers' relief commission is exclusively vested in the board of county commissioners as set forth in Section 2932, General Code.*

COLUMBUS, OHIO, May 21, 1936.

HON. FRANK A. ROBERTS, *Prosecuting Attorney, Batavia, Ohio.*

DEAR SIR: Your letter of recent date is as follows:

"I have been reliably informed that the practice of appointing one of the members of the Soldiers' Relief Commission as a salaried clerk of said commission has been generally practiced throughout the counties of the State of Ohio.

Under the provisions of Section 2931 of the General Code of Ohio, the commissioners of the Soldiers' Relief Commission of Clermont County selected by resolution a president and secretary.

On the same day and immediately following the passage of this resolution the minutes show that a motion was carried 'that the secretary be appointed clerk for the Soldiers' Relief Commission; salary \$20.00 per month'.

This motion appears to have been made by the person who had been selected as secretary, and was carried unanimously by