

duties of the office of township trustee properly, and his father has the qualifications of an elector in the township, as above indicated, there is nothing in the law to prevent the appointment.

There is no general constitutional or statutory provision in this state, as there is in some states, preventing the practice of "nepotism," which term is defined in the recently decided case of *State ex rel. Robinson vs. Keefe*, 111 Fla., 701; 149 So. Rep., 702, as "the bestowal of patronage by public officers in appointing others to offices or positions by reason of their blood or marital relationship to the appointing authority, rather than because of the merit or ability of the appointee." Hence, it would not be contrary to any constitutional or statutory provision for a justice of the peace to appoint his father to the office of township trustee on the ground of relationship.

In Annual Report of the Attorney General for 1907, at page 273, it was held in an opinion that a county officer may appoint his wife or minor child as his deputy or assistant.

In view of the foregoing, I am of the opinion that a justice of the peace having the oldest commission in a township may legally appoint his father as township trustee to fill the vacancy in such office created by the resignation of a township trustee, providing his father is a person capable of transacting the duties of township trustee and possesses the qualifications of an elector in the township.

Respectfully,

JOHN W. BRICKER,
Attorney General.

3322.

APPROVAL—CONTRACT BETWEEN STATE OF OHIO AND CLARENCE L. KNOWLTON OF BELLEFONTAINE, OHIO, FOR THE CONSTRUCTION AND COMPLETION OF CONTRACT FOR GENERAL WORK AT MIAMI UNIVERSITY.

COLUMBUS, OHIO, October 20, 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 Clarence L. Knowlton, of Bellefontaine, Ohio. This contract covers the construction and completion of General Work Contract for a project known as Remodeling and Additions to Freshman Dormitory, Miami University, Oxford, Ohio, in accordance with Item No. 1, Item No. 9 (Alt. 1), Item No. 11 (Alt. 3), Item No. 12 (Alt. 4), Item No. 13 (Alt. 5) and Item No. 15 (Alt. 7), and two special substitutions of the form of proposal dated August 22, 1934. Said contract calls for an expenditure of One Hundred Forty-five Thousand, Four Hundred Forty-six (\$145,446.00) Dollars.

You have submitted the certificate of the secretary of the board of trustees of Miami University showing that there are available, moneys from funds 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 Aetna Casualty

and Surety Company of Hartford, Connecticut, 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.

3323.

APPROVAL—CONTRACT BETWEEN STATE OF OHIO AND THE
 SAMUEL A. ESSWEIN HEATING AND PLUMBING COMPANY FOR
 THE CONSTRUCTION AND COMPLETION OF HEATING CON-
 TRACT AT MIAMI UNIVERSITY.

COLUMBUS, OHIO, October 20, 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 Samuel A. Esswein Heating and Plumbing Company of Columbus, Ohio. This contract covers the construction and completion of heating contract for a project known as Remodeling and Additions to Freshman Dormitory, Miami University, Oxford, Ohio, in accordance with Item No. 3 and Item No. 17 (Alt. M-1), of the form of proposal dated August 22, 1934. Said contract calls for an expenditure of Twenty Thousand and Twenty-five (\$20,025.00) Dollars.

You have submitted a certificate of the secretary of the board of trustees of Miami University, Oxford, Ohio, showing that there are available, moneys from funds of the university, which moneys when supplemented by the moneys from the federal government will be sufficient to cover the cost of the erection of the improvement. In addition, you have submitted a contract bond upon which the National Surety Corporation 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 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 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.