

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.*

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4641.

APPROVAL, CONTRACT FOR HEATING FOR PROJECT KNOWN AS EXTENSION TO MAIN BUILDING AND SERVICE LINES, COLUMBUS STATE HOSPITAL, COLUMBUS, OHIO, \$7,190.00, AETNA CASUALTY COMPANY, SURETY—HUFFMAN-WOLFE COMPANY.

COLUMBUS, OHIO, September 7, 1935.

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 Department of Public Welfare, and the Huffman-Wolfe Company of Columbus, Ohio. This contract covers the construction and completion of Contract for Heating for a project known as Extension to Main Building and Service Lines, Columbus State Hospital, Columbus, Ohio, in accordance with Item No. 3 of the form of proposal dated July 31, 1935. Said contract calls for an expenditure of seven thousand one hundred and ninety dollars (\$7,190.00).

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 a certificate of the Controlling Board showing that such board has released funds for this project in accordance with section 1 of House Bill No. 69 of the second special session of the 90th General Assembly.

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 to you herewith, together with all other data submitted in this connection.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*

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4642.

LIQUOR CONTROL DEPARTMENT—CONTRACT INCREASING COMPENSATION OF AGENT ILLEGAL WHEN—IDENTICAL DUTIES INSUFFICIENT CONSIDERATION FOR NEW CONTRACT.

**SYLLABUS:**

*There is no consideration for a new contract entered into between an agent of the Department of Liquor Control and the department whereby the agent receives increased compensation for the performance of the same duties he was already bound to perform under a contract which had been mutually canceled prior to its date of termination, where the new contract is identical in terms with the canceled contract except as to the compensation to be paid to said agent.*

COLUMBUS, OHIO, September 9, 1935.

HON. JOSEPH T. TRACY, *Auditor of State, Columbus, Ohio.*

DEAR SIR:—This will acknowledge your letter of recent date which reads in part as follows:

“An examination of the records and accounts of the Department of Liquor Control, State of Ohio, discloses that the Department has, in several instances, increased the annual salary of its agents that were appointed under Section 6064-11 of the General Code by substituting new contracts for ones which have not yet expired. The facts are substantially as follows:

Under authority granted by Section 6064-11 of the General Code of Ohio, the Department has deemed it advisable to establish, in certain localities, agencies for the sale of spirituous liquor and have fixed the agent's compensation in the form of an annual salary