

upon testing and analysis it is found that the coal furnished in any shipment does not comply with the kind or kinds of coal above specified or with the analysis above set out, second party may terminate this contract upon -----days notice in writing to first party, or second party may accept the coal and pay therefor a reasonable price for coal of the kind or grade furnished.

It is mutually agreed that payment for coal furnished by first party under the terms of this agreement shall be made by warrant issued by the Auditor of State upon estimates and vouchers prepared as the coal is delivered by first party.

IN WITNESS WHEREOF the parties hereto have hereunto set their names the day and year first above written.

THE TILDESLEY COAL COMPANY,
By -----
President,
First Party,

STATE OF OHIO,
By -----

This contract is in accordance with law.

Trustees of The Ohio Soldiers' and Sailors' Orphans' Home,

Attorney General,
July-----, 1928.

Second Party."

I am returning herewith the specifications and the bid of The Tildesley Coal Company submitted with your request.

Respectfully,
EDWARD C. TURNER,
Attorney General.

2376.

APPROVAL, FINAL RESOLUTIONS ON ROAD IMPROVEMENTS IN CUY-AHOGA COUNTY.

COLUMBUS, OHIO, July 20, 1928.

HON. HARRY J. KIRK, *Director of Highways, Columbus, Ohio.*