

tees of Miami University, and Henry P. Howe Company, of Columbus, Ohio. This contract covers the construction and completion of Post Office Equipment Contract for a project known as Remodeling and Additions to Freshman Dormitory, Miami University, Oxford, Ohio, in accordance with Item No. 2 of the form of proposal dated August 20th, 1934. Said contract calls for an expenditure of Seven Hundred and Ninety-nine (\$799.00) Dollars.

You have submitted a certificate from the secretary of the board of trustees of Miami University showing that there are available moneys 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 Globe Indemnity Company of New York 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.

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DISAPPROVAL—PROPOSED CONTRACT BETWEEN STATE OF OHIO
AND THE LAKE WHITE LAND COMPANY CONVEYING TO THE
STATE OF OHIO BY WAY OF EASEMENT FLOWAGE RIGHTS
OVER CERTAIN LANDS IN PEEPEE TOWNSHIP, PIKE COUNTY,
OHIO.

COLUMBUS, OHIO, October 22, 1934.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of your recent communication submitting for my examination and approval the form of a proposed contract and agreement to be entered into by and between you as Superintendent of Public Works and as Director of said department, on behalf of the State of Ohio, and The Lake White Land Company, by which contract The Lake White Land Company agrees to convey to the State of Ohio by way of easement flowage rights in and over certain lands to be acquired by said company, for purposes of a reservoir on said lands which will be formed or created by the construction of a slack water dam across Peepee Creek in connection with the proposed improvement of State Highway No. 504, Section "A," in Peepee Township, Pike County, Ohio. In connection with this contract form, you likewise submit to me a form of an easement deed to be executed by The Lake White Land Company conveying to the State of Ohio flowage rights for reservoir purposes in the lands above referred to.

Upon examination of the contract form which is quite comprehensive in its provisions relating to the duties and obligations of The Lake White Land Company not only to grant to the state flowage rights for reservoir purposes in and upon the lands therein referred to, but to clear and grub out said lands and to otherwise maintain the same in proper condition for reservoir purposes, I find said contract covering the above intended purposes to be in all respects lawful and such as you are authorized to enter into under the provisions of section 3 of Amended Substitute Senate Bill No. 169, enacted by the 90th General Assembly, 115 O. L., page 383. The form of the easement deed to be executed by The Lake White Land Company conveying flowage rights in and to this property for the purposes of said projected reservoir is likewise approved.

In connection with my consideration of the contract and deed forms above referred to, I am advised that The Lake White Land Company has not yet been incorporated. Needless to say, you should not, in your capacity as Superintendent of Public Works or otherwise, enter into any contract concerning the matters above referred to, with The Lake White Land Company or with any person or persons assuming to represent it until said company is incorporated and organized in the manner provided by law; and in such case your contract should be with the corporation after the same has been authorized by its Board of Directors to enter into this contract. Likewise, you should not, of course, accept any deed purporting to be executed by The Lake White Land Company until said company has been incorporated and organized, and the execution of such deed has been authorized by the Board of Directors of said company.

Calling your attention to section 3 of said act (sec. 412-18, G. C.), you are further advised that in conformity with the provisions of this section the contract and deed above mentioned should not be executed until The Lake White Land Company, after its incorporation and organization, has filed with you the petition provided for in said section and said petition has been formally approved by you as Superintendent of Public Works.

I am herewith returning to you the contract and deed forms above referred to.

Respectfully,

JOHN W. BRICKER,

Attorney General.

3334.

APPROVAL—CONTRACT BETWEEN THE STATE OF OHIO AND THE KING ROOFING AND HEATING COMPANY OF CINCINNATI, OHIO, FOR THE CONSTRUCTION AND COMPLETION OF VENTILATING CONTRACT AT MIAMI UNIVERSITY.

COLUMBUS, OHIO, October 23, 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 King Roofing and Heating Company of Cincinnati, Ohio. This contract covers the construction and completion of Ventilating Contract for a project known as Remodeling and Additions