

away from a boiler, and at the same time be considered to be in attendance and being directly in charge of said boilers.

The circumstances of each individual case must be considered and it is definitely a question of fact, one on which different minds might reach different conclusions. The only measuring stick available is the case of *Soeder vs. State*, supra, where the court held that the absence of an engineer for a period of forty-five minutes was beyond the permissible absence contemplated by the statutes.

Therefore, in answer to your question, I am of the opinion that an apartment house will require more than one licensed engineer when from the circumstances of a particular case it is disclosed that the engineer is not in actual custody, supervision and management as is contemplated by Section 1047, General Code, and life and property are thereby endangered.

Respectfully,

THOMAS J. HERBERT,

Attorney General.

758.

CONTRACT—STATE WITH THE SUPERIOR ELECTRIC ENGINEERING COMPANY, ELECTRICAL WORK, FACULTY ASSEMBLY UNIT, OHIO STATE UNIVERSITY, COLUMBUS.

COLUMBUS, OHIO, June 13, 1939.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval, the contract between The Superior Electric Engineering Company, an Ohio corporation, and the State of Ohio, acting through you as Director of the Department of Public Works for the Board of Trustees of the Ohio State University, Columbus, Ohio, for the construction and completion of Electrical Contract (Division 4, Item XVII) for the Faculty Assembly Unit on the campus of the Ohio State University as set forth in the General Conditions and supplement to specifications for same, and as covered by revised form of proposal dated May 22, 1939, submitted by said party of the first part, which form of proposal is made a part of this contract. This contract calls for an expenditure of \$5,790.00.

You have submitted the following papers and documents in this connection: Form of proposal containing the contract bond signed by the Indemity Insurance Company of North America; its power of attorney for the signer; its certificate of compliance with the laws of Ohio relating to surety companies; revised estimate of cost; notice to bidders; proof of publication; division of contract; tabulation of bids; Workmen's Com-

pensation Certificate, showing a compliance with the laws of Ohio relating to Workmen's Compensation; Certificate of availability of funds; Controlling Board's Release; Copy of the proceedings of the Board of Trustees of Ohio State University and which proceedings contain therein the recommendations of the University Architect for the awarding of this contract; letter from the Auditor of State, showing that all necessary papers are on file in his office.

Finding said contract in proper legal form, I have noted my approval thereon, and same is transmitted to you herewith, together with all papers and documents submitted in this connection.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

759.

CONTRACT—STATE WITH THE MARCHANT CALCULATING MACHINE COMPANY, NINE CALCULATORS, EQUIPMENT, WEST WING TO CHEMISTRY BUILDING, MIAMI UNIVERSITY, OXFORD.

COLUMBUS, OHIO, June 13, 1939.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval, the contract between the Marchant Calculating Machine Company, a corporation of California, and the State of Ohio, acting through you as Director of the Department of Public Works for the Board of Trustees of Miami University, Oxford, Ohio, for nine Calculators for a project known as Equipment for West Wing to Chemistry Building, as set forth in the Proposal dated December 22, 1938, 9 only Calculators, full keyboard, 8-bank, add and subtract bars, electrical dial clearance, automatic division, electric carriage shift, latest models, in accordance with letter of recommendation from the Board of Trustees dated December 22, 1938. This contract calls for an expenditure of \$2,700.00.

You have submitted the following documents in this connection: Contract encumbrance record No. 1758 dated December 23, 1938; Request for prices; tabulation of quotations; copy of communication from the Secretary of the Board of Trustees of Miami University to the State Architect in regard to the equipment and the awarding of the bid; Workmen's Compensation certificate showing that the Marchant Calculating Machine Company has complied with the laws of Ohio relating to Workmen's Compensation.

Finding said contract in proper legal form, I have noted my approval