1366

OPINIONS

779.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND WEISS & BROOKS ELECTRIC COMPANY, COLUMBUS, OHIO, FOR ELECTRICAL CONTRACT FOR COTTAGE "H", INSTITUTION FOR FEEBLE MINDED, ORIENT, OHIO, AT AN EXPENDITURE OF \$10,615.00—SURETY BOND EXECUTED BY THE INDEMNITY INSURANCE COMPANY OF NORTH AMERICA.

Columbus, Ohio, July 25, 1927.

Hon. George F. Schlesinger, Director, Department of Highways and Public Works, Columbus, Ohio.

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Highways and Public Works, for the Department of Public Welfare, and Weiss & Brooks Electric Company, of Columbus, Ohio. This contract covers the construction and completion of Electrical Contract for Cottage "H", Institution for Feeble Minded, Orient, Ohio, and calls for an expenditure of ten thousand six hundred and fifteen dollars (\$10,615.00).

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 contract bond upon which the Indemnity Insurance Company of North America 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,
EDWARD C. TURNER,
Attorney General.

780.

APPROVAL, COPIES OF PROCEEDING FOR SALE OF ABANDONED CANAL LANDS IN VILLAGE OF LOCKBOURNE, FRANKLIN COUNTY, OHIO.

Columbus, Ohio, July 25, 1927.

Hon. George F. Schlesinger, Director, Department of Highways and Public Works, Columbus, Ohio.

DEAR SIR:—You have submitted for my examination and opinion duplicate copies of a proceeding for the sale at private sale to The Chesapeake and Hocking Railway Company, of certain abandoned canal lands located in the village of Lockbourne, Franklin county, Ohio.

I have examined said proceedings, and am of the opinion that said proceedings are in all respects in conformity with the laws of Ohio pertaining to the sale of such lands.

I am accordingly returning the duplicate copies of said proceedings to you, with my approval noted thereon.

Respectfully,
EDWARD C. TURNER,
Attorney General.

781.

BOND—FORM ACCOMPANYING CONTRACT TO PURCHASE FLOUR FOR INSTITUTION FOR FEEBLE MINDED, ORIENT, OHIO, OUTLINED.

COLUMBUS, OHIO, July 25, 1927.

HON. J. P. BRENNAN, Superintendent of Purchases and Printing, Columbus, Ohio.

Dear Sir:—In accordance with your request I submit herewith a form of bond to guarantee the delivery of twelve hundred (1200) barrels of flour by the Fairchild Milling Company, Cleveland, Ohio, for the account of the Department of Public Welfare, Institution for Feeble Minded, Orient, Ohio, pursuant to a contract entered into with said the Fairchild Milling Company, under date of July 19, 1927.

"BOND

KNOW ALL MEN BY THESE PRESENTS. That, we, The Fairchild

Milling Company of Cleveland, Ohio, as principal, and
of , and
of, as sureties, are held and firmly bound
unto the State of Ohio in the sum of Six Thousand Dollars (\$6,000.00), for
the payment of which well and truly to be made we do bind ourselves, our
heirs, successors, executors and administrators, jointly and severally by
these presents.
Dated this, 1927.
The condition of this obligation is such that whereas, the said The Fair-
child Milling Company, has entered into a certain contract under date of
July 19th, 1927, with the State of Ohio acting by and through the Depart-
ment of Public Welfare, to exchange approximately twelve hundred (1200)
barrels of flour for six thousand (6000) bushels of No. 2 Wheat, delivery of
said flour to be made to the Department of Public Welfare, Institution for

One car at once and the balance of approximately three cars at the rate of one car per month thereafter;

the Feeble Minded, Orient, Ohio, as follows:-

Now, therefore, if the said The Fairchild Milling Company shall comply with the terms of said contract and shall make delivery of the flour above referred to in the manner above specified, then this obligation shall be void, otherwise to remain in full force and effect.

THE FAIRCHILD MILLING	CU	M	PA	.IN	Y	,	
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