

The matter presented in your inquiry, from an administrative viewpoint, is really an entity though it involves two separate legal problems. There are many reasons why as a matter of policy the Department might not deem it advisable to have two permits of the same class held by one permit holder, but this difficulty could be circumvented by the Department refusing to issue the second permit unless and until the applicant has applied to the Board for cancellation of the first permit.

In specific answer to your questions therefore, it my opinion that:

1. The Department of Liquor Control may issue a second A-1 permit to the B. Brewing Company although said Company is the possessor of an existing A-1 permit.

2. The Department of Liquor Control does not have the right to cancel the permit of the B. Brewing Company upon a voluntary surrender of said permit.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

1133.

APPROVAL—CONTRACT BETWEEN THE STATE OF OHIO
ON BEHALF OF MIAMI UNIVERSITY, OXFORD, OHIO,
AND FRANK HELTER OF OXFORD, OHIO, FOR FURNISHING
WATER SOFTENER.

COLUMBUS, OHIO, September 11, 1937.

HON. CARL G. WAHL, *Director, Department 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 on behalf of Miami University, Oxford, Ohio, and Frank Halter, Oxford, Ohio, for the furnishing of Water Softener, which contract calls for a total expenditure of nine hundred and eighty-six and 50/100 dollars (\$986.50).

You have also submitted proof of publication, the recommendation of the State Architect and Engineer to the University and the direction of the Board of Trustees of Miami University to the Director of Public Works to enter into contracts, the approval of the P.W.A. in Ohio, the tabulation of bids and the certificate of the availability of funds certified by the Secretary of the Board of Trustees of Miami University.

Also submitted is a contract bond signed by The Ohio Casualty Insurance Company of Hamilton, Ohio, in the amount of \$1100.00, the power of attorney of its signer and the certificate of compliance of the surety company with the laws of Ohio.

Finding said contract and bond in the proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other pertinent papers submitted in this connection.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

1134.

APPROVAL—CONTRACT BETWEEN THE STATE OF OHIO ON BEHALF OF THE MIAMI UNIVERSITY, OXFORD, OHIO, AND EIKENBERY-McFALL COMPANY, OXFORD, OHIO, FOR FURNISHING STUDY TABLES, BED-SPRINGS, ETC.

COLUMBUS, OHIO, September 11, 1937.

HON. CARL G. WAHL, *Director, Department 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 on behalf of Miami University, Oxford, Ohio, and Eikenbery-McFall Company, Oxford, Ohio, for the furnishing of study tables, beds and springs, mattresses, window shades, carpet sweeper and lounge room furniture, which contract calls for a total expenditure of two thousand two hundred and fifty-five and 38/100 dollars (\$2,255.38).

You have also submitted proof of publication, the recommendation of the State Architect and Engineer to the University and the direction of the Board of Trustees of Miami University to the Director of Public Works to enter into contracts, the approval of the PWA in Ohio, the tabulation of bids and the certificate of the availability of funds certified by the Secretary of the Board of Trustees of Miami University.

Also submitted is a contract bond signed by The Ohio Casualty Insurance Company, Hamilton, Ohio, in the amount of \$4500.00, the power of attorney of its signer and the certificate of compliance of the surety company with the laws of Ohio.

Finding said contract and bond in the proper legal form, I have