

clearly of the opinion that it is permissible if the appointing power is satisfied on the question of the efficiency of the services rendered and to be rendered.

Upon the conditions herein stated, I am of the opinion that your second question should be answered in the affirmative.

Respectfully,  
C. C. CRABBE,  
*Attorney General.*

1172.

APPROVAL, FINAL RESOLUTIONS, ROAD IMPROVEMENTS IN THE FOLLOWING COUNTIES: PICKAWAY, MEDINA, MAHONING, (2) SUMMIT, VINTON AND JEFFERSON.

COLUMBUS, OHIO, February 1, 1924.

HON. L. A. BOULAY, *Director of Highways and Public Works, Columbus, Ohio.*

1173.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND WILBUR C. RONAN AND ROBERT G. INGLESON, ARCHITECTS AND ENGINEERS, FOR ARCHITECTURAL SERVICES FOR STAND PIPE AND CONNECTIONS FOR KENT STATE NORMAL COLLEGE—CONSIDERATION FOR THIS CONTRACT WAS COVERED IN CONTRACT FOR PHYSICAL EDUCATIONAL BUILDING AND WOMEN'S DORMITORY.

COLUMBUS, OHIO, February 1, 1924.

HON. L. A. BOULAY, *Director, Department of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval contract between the State of Ohio, acting by the Department of Highways and Public Works and Wilbur C. Ronan and Robert G. Ingleson, Architects and Engineers. This contract covers the architectural services for stand pipe and connections for the Kent State Normal College.

From an examination it would seem that it was the intent of the parties to the contract that the consideration mentioned in the contracts executed by the same parties on the same date covering the architectural services for the Physical Educational Building and Women's Dormitory was to cover the services required under the contract before me.

In view of this interpretation as to the intent of the parties in the execution of said contract I approve the same and return it herewith.

Respectfully,  
C. C. CRABBE,  
*Attorney-General.*