

In reply to your second question, I am of the opinion that the resignation in question being an unconditional one, to become effective immediately, cannot be withdrawn at any time after its effective date. This conclusion is supported by the following authorities:

In *Pac. v. People*, 50 Ill., 432, an absolute resignation of a superintendent of schools, to take effect *in praesenti*, which was complete by filing, was held not subject to withdrawal.

And in *State ex rel. Lockhart v. Hauss*, 43 Ind., 105, 13 Am, Rep. 384, it was held that where an officer had transmitted his written resignation, to take immediate effect, and it had been received by the officer or authority appointed by law to receive it, he could not then withdraw it.

So, in *State ex rel. Nourse v. Clarke*, 3 Nev. 566, where an unconditional resignation was forwarded by mail, this court, in passing, said that, as soon as the letter went beyond the party's reach, a vacancy in the office occurred, so that the resignation could not be withdrawn, even by telegram.

And in *State ex rel. Williams v. Fitts*, 49 Ala., 402, a vacancy was held to exist where a county solicitor sent his unconditional resignation to the secretary of state, to be transferred to the proper authority, to whom it was forwarded, and who, upon his return from an absence, received, among other letters, a virtual withdrawal of the resignation, since, after the transmission of the resignation, nothing remained to be done to complete it."

Respectfully,

C. C. CRABBE.

Attorney-General.

823.

APPROVAL CONTRACT BETWEEN STATE OF OHIO AND THE ELCON ENGINEERING COMPANY, INSTALLATION OF PIPING AND FEED WATER HEATER FOR CLEVELAND STATE HOSPITAL, AT COST OF \$4 989.00—SURETY BOND EXECUTED BY THE GLOBE INDEMNITY COMPANY.

COLUMBUS, OHIO, October 17, 1923.

HON. J. E. HARPER, *Director, Department of Public Welfare, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval contract between the State of Ohio, acting by the Department of Public Welfare, and The Elcon Engineering Company of Columbus, Ohio. This contract covers the installation of piping and feed water heater for the Cleveland State Hospital and calls for an expenditure of \$4,989.

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. There has further been submitted a contract bond upon which the Globe Indemnity Company appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that the board of control waived the advertising for notice to bidders, that informal bids were taken and the contract awarded. It also appears that the laws relating to Workmen's Compensation and the status of surety companies 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,
C. C. CRABBE,
Attorney-General.

824.

APPROVAL, BONDS OF DARBY RURAL SCHOOL DISTRICT, UNION COUNTY, \$4,579.95, TO FUND CERTAIN INDEBTEDNESS.

COLUMBUS, OHIO, October 18, 1923.

Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.

825.

APPROVAL, BOND, \$5,000.00 FOR FAITHFUL PERFORMANCE OF DUTIES BY HENRY A. NUNLIST AS RESIDENT DEPUTY HIGHWAY COMMISSIONER, DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS, DIVISION OF HIGHWAYS. BOND EXECUTED BY HARTMAN ACCIDENT AND INDEMNITY COMPANY.

COLUMBUS, OHIO, October 19, 1923.

HON. THAD H. BROWN, *Secretary of State, Columbus, Ohio.*