

2232.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE BARNES-JOY ENGINEERING COMPANY OF LIMA, OHIO, FOR ELECTRICAL WORK IN SCHOOL BUILDING, OHIO REFORMATORY FOR WOMEN, MARYSVILLE, OHIO, AT AN EXPENDITURE OF \$1,607.00—SURETY BOND EXECUTED BY THE HARTFORD ACCIDENT AND INDEMNITY COMPANY OF HARTFORD, CONNECTICUT.

COLUMBUS, OHIO, August 14, 1930.

HON. ALBERT T. CONNAR, *Superintendent 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 for the Department of Public Welfare (Ohio Reformatory for Women), and the Barnes-Joy Engineering Company of Lima, Ohio. This contract covers the construction and completion of contract for electrical work in a building known as school building, Ohio Reformatory for Women, Marysville, Ohio, as set forth in Item No. 4, Item No. 14 (Alternate E-1) of the Form of Proposal dated June 17, 1930. Said contract calls for an expenditure of one thousand six hundred and seven dollars (\$1,607.00).

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 furnished evidence to the effect that the consent and approval of the Controlling Board to the expenditure have been obtained as required by Section 4 of House Bill No. 203 of the 88th General Assembly. In addition, you have submitted a contract bond, upon which the Hartford Accident and Indemnity Company of Hartford, Connecticut, 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,

GILBERT BETTMAN,
Attorney General.

2233.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE HUFFMAN-WOLFE COMPANY OF COLUMBUS, OHIO, FOR HEATING AND PLUMBING IN PHYSICAL EDUCATION BUILDING AND EQUIPMENT, OHIO STATE UNIVERSITY, COLUMBUS, OHIO, AT AN EXPENDITURE OF \$49,024.00—SURETY BOND EXECUTED BY THE SOUTHERN SURETY COMPANY OF NEW YORK.

COLUMBUS, OHIO, August 14, 1930.

HON. A. T. CONNAR, *Superintendent 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, and the Huffman-Wolfe Com-

pany of Columbus, Ohio. This contract covers the construction and completion of heating and plumbing contract for Physical Education Building and Equipment, Ohio State University, as per Items 18-19, together with Alternate A, B, and No. 3, as set forth in the form of proposal dated July 8, 1930. Said contract calls for an expenditure of forty-nine thousand and twenty-four dollars (\$49,024.00).

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 furnished evidence to the effect that the consent and approval of the Controlling Board to the expenditure have been obtained, as required by Section 11 of House Bill No. 510 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the Southern Surety Company of New York 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 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,
GILBERT BETTMAN,
Attorney General.

2234.

STOREROOM—CONNECTED WITH COLLEGE LABORATORY—MAY BE OPERATED BY UNREGISTERED PHARMACIST—DELIVERY OF POISON TO STUDENTS WITHOUT LABELING AND RECORDING LEGAL.

SYLLABUS:

1. *A storeroom connected with a laboratory of the Department of Chemistry of a college or university may be operated by such college or university without a registered pharmacist in charge thereof.*

2. *The delivery of a virulent poison in excess of the amount referred to in Section 12669 by a person in charge of a storeroom connected with a laboratory of the Department of Chemistry of a university or college, to students of the college for use in the laboratory without labeling such poison and without recording the delivery thereof, is not violative of the provisions of Section 12667, General Code.*

COLUMBUS, OHIO, August 14, 1930.

State Board of Pharmacy, Columbus, Ohio.

GENTLEMEN:—Your letter of recent date is as follows:

“At a meeting of our board held this week, they had before them, the question of the chemistry departments of colleges and universities, dispensing poisons, and directed me to request of you an opinion on same.

The Department of Chemistry of a certain college has two well equipped laboratories to which is connected a storeroom where drugs, chemicals and poisons are dispensed to students working in these laboratories. This storeroom is in charge of an unregistered pharmacist who does not have a chemistry degree of any kind. The students in the laboratories call at the window