

serious financial loss were he to do the work for the amount named, the minds of the parties have not met, and he can not be compelled to execute the proposed contract, notwithstanding the terms upon which the bid was submitted provided that it should not be withdrawn; and injunction will lie on the petition of the bidder to restrain the board having charge of the contract from accepting the bid and insisting that he execute the contract or subject himself to an action for damages."

In the course of the opinion the court says on page 90:

"It is urged by counsel for defendant that to grant relief in case of mistake such as this, is to set a dangerous precedent which may be taken advantage of by unscrupulous bidders. No imputation is made against the plaintiffs in this case. Their good faith is not questioned. I think such consideration might well weigh with the board of education and incline them to submit any case to the determination of a court of equity upon evidence and with counsel, leaving it to the court to determine the right of the parties and the truth and justice of the case, each case under its own peculiar circumstances; but I do not think the court should hesitate to grant the relief where the facts are clearly proved and the justice of the case is apparent beyond any doubt. I do not think such course calculated to work injury or to encourage the unworthy."

In view of the holding in the above case and in view of the provisions of Section 2320, supra, I am of the opinion that the proper procedure to be followed is to reject the bid of Mr. George H. Moor on the ground that there was no meeting of the minds and that it is not for the best interest of the state to accept said bid and with the written consent of the Director of Highways and Public Works, in whom the powers and duties of the State Building Commission are now vested, to accept one of the other proposals.

This conclusion makes a specific answer to each of your questions unnecessary.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*

671.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND HARRY I. DERR, WOOSTER, OHIO, TO CONSTRUCT PLUMBING, HEATING AND VENTILATING FOR AGRONOMY BUILDING, OHIO AGRICULTURAL EXPERIMENT STATION, WOOSTER, OHIO, AT AN EXPENDITURE OF \$6,385.00—SURETY BOND EXECUTED BY THE AETNA CASUALTY AND SURETY COMPANY.

COLUMBUS, OHIO, June 28, 1927.

HON. GEORGE F. SCHLESINGER, *Director 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 and on

behalf of The Board of Control, Ohio Agricultural Experiment Station, and Harry I. Derr, Wooster, Ohio. This contract covers the construction and completion of plumbing, heating and ventilating contract for Agronomy Building, Ohio Agricultural Experiment Station, Wooster, Ohio, and calls for an expenditure of six thousand three hundred and eighty-five dollars (\$6,385.00).

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. There has further been submitted a contract bond upon which the Aetna Casualty and Surety Company 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.*

672.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND NOLZE AND NORTON, COLUMBUS, OHIO, TO CONSTRUCT AGRONOMY BUILDING, OHIO AGRICULTURAL EXPERIMENT STATION, WOOSTER, OHIO, AT AN EXPENDITURE OF \$19,745.00—SURETY BOND EXECUTED BY THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

COLUMBUS, OHIO, June 28, 1927.

HON. GEORGE F. SCHLESINGER, *Director 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 and on behalf of the Ohio Agricultural Experiment Station, and Nolze & Norton, Columbus, Ohio. This contract covers the construction and completion of general contract for Agronomy Building, (exclusive of work and material executed or furnished by the state, lath and plaster, insulation, plumbing, heating and electrical work) Ohio Agricultural Experiment Station, Wooster, Ohio, and calls for an expenditure of nineteen thousand seven hundred and forty-five dollars (\$19,745.00).

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. There has further been submitted a contract bond upon which the Fidelity and Deposit Company of Maryland 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