INDUSTRIAL BOARD: Private Employment Agencies—
"Acceptance of position" and "written acceptance of posi-
tion" distinguished.

February 15, 1936.

John F. White, Supervisor,
Private Employment Agencies,
404 State House,
Indianapolis, Indiana.

Dear Sir:

Receipt is acknowledged of your request for an official opin-
ion dated February 4, 1936, regarding the following question,
which reads in substance as follows:

Mrs. A signed a written application with an employment
bureau wherein are found the words: "(I) The term 'accept' as
used in this contract shall be construed to mean the actual
commencement of 'work, or an agreement with employer to
report for work." Thereafter Mrs. A. accepted a placement
from an employer but was not to go to work until a later date.
In the meantime and previous to the date she was to go to
work for the employer, she signed a contract with another
agency through which she actually secured employment and
started work some few days before she could have started
work for the first employer. Upon securing work at which
she was actually employed, she notified the first agency and
the first employer with whom she had previously agreed to
accept employment of her acceptance of work with another em-
ployer for immediate work and asked for cancellation of the
contract. At a later date the agency through whom she se-
cured her first agreement with the employer sought to collect
on the agreement signed by Mrs. A in the first instance.

Your question naturally arises, to-wit: whether the first em-
ployment agency can force Mrs. A to pay the fee prescribed in
the contract. You send copies of the contract with the first
employment agency. You also enclose with your request a
copy of your rules and regulations which you are authorized
to promulgate by the statute concerning employment agen-
cies, same being the Act of the General Assembly of 1927,
Chapter 25. On page 7 of said pamphlet under rules and reg-
ulations under part two, the following rule is found:

"The acceptance of a position must be definitely de-
defined as a part of the contract."
"The term 'accept' as used in the contract shall be construed to mean the actual commencement of work or an agreement in writing with the employer to do so."

There is a noted difference between the language of the rules and regulations and a part of the contract of Mrs. A with the first agency as follows: That portion of the contract is noted herein as reading "** * * or an agreement with employer to report for work." It does not say written agreement with employer. From your request, the facts are that Mrs. A received no written agreement from the employer for whom she first was to start work. Had she received a written agreement from the first employer it would then follow that she would be bound to pay for the services to the employment bureau. The facts, however, are that she had no written agreement with the employer and by reason of this fact the employment bureau with whom she first contracted has no right of action, first, because she had not actually commenced work for the employer, and, second, that she had no written agreement with the employer that she would report for work.

The Brown Efficiency Bureau, Inc., the party designated as the first employment agency, should change the term "accept" so that the contract read in part as follows: "The term 'accept' as used in this contract shall be construed to mean the actual commencement of work or an agreement in writing with the employer to do so."

CONSERVATION, DIVISION OF: State owned lands—Power of State to sell or lease Kankakee swamp lands, Newton County.

February 15, 1936.

James H. Vandenbark,
Assistant Director, Fish and Game Division,
Conservation Department,
Indianapolis, Indiana.

Dear Sir:

I have at hand your inquiry of January 4, regarding the possibility of selling or leasing certain lands in Newton county, bordering on the Kankakee River, which belong to the State of Indiana.