

I am approving the title to said lands and premises above described, subject only to the exception above noted with respect to the undetermined taxes on the property for the year 1938; and I am likewise approving said executors' deed and the bill of sale executed by them, all of which files are herewith enclosed for your further attention in the acquisition of the real and personal property above described and referred to.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

3134.

APPROVAL—LEASE, STATE OF OHIO, THROUGH SUPERINTENDENT OF PUBLIC WORKS, WITH THE QUAKER OATS COMPANY, AKRON, OHIO, TERM TEN YEARS, ANNUAL RENTAL \$150.00, RIGHT TO DRAW FROM OHIO AND ERIE CANAL, NEXT ABOVE LOCK No. 6, WATER AS STIPULATED.

COLUMBUS, OHIO, October 24, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a certain lease in triplicate executed by you as Superintendent of Public Works, for and in the name of the State of Ohio, to The Quaker Oats Company of Akron, Ohio.

By this lease instrument, which is for a term of ten years from November 1, 1938, and which provides for an annual rental of \$150.00, there is granted to the lessee above named the right to insert into the level of the Ohio and Erie Canal next above Lock No. 6, north of Portage Summit Lake Level in Akron, Ohio, a sixteen-inch pipe for the purpose of drawing so much of the water introduced into said level for the lockage of boats and hydraulic purposes and which is not already leased for manufacturing purposes, as will flow through said sixteen-inch pipe. This grant, however, is subject to the further provision that such lessee for the annual rental to be paid by it in the amount above stated shall take water from said level during an aggregate period of not to exceed fifteen days in any one year, any excess days or parts thereof to be paid for at the rate of ten dollars per day.

This lease is one executed by you under the authority of Sections 431 and 14009, General Code; and the provisions of this lease and the con-

ditions and restrictions therein contained are in conformity with the provisions of these sections of the General Code.

I further find that this lease has been properly executed by you as Superintendent of Public Works and as Director of said department, acting for and in the name of the State of Ohio, and by The Quaker Oats Company, acting by the hand of its President, duly attested by its Secretary, pursuant to the authority conferred upon such officer by the by-laws of said company. I am accordingly approving this lease as to legality and form, as is evidenced by my approval endorsed upon the lease and upon the duplicate and triplicate copies thereof, all of which are herewith enclosed.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

3135.

APPROVAL—CONTRACT AND BOND, STATE OF OHIO, THROUGH DEPARTMENT OF PUBLIC WELFARE, WITH E. KEELER COMPANY, WILLIAMSPORT, PA., PROJECT, CERTAIN EQUIPMENT AND REBUILDING WESTINGHOUSE STOKER OF CONTINUOUS ASH DISCHARGE, OHIO HOSPITAL FOR EPILEPTICS, GALLIPOLIS, OHIO, TOTAL EXPENDITURE, \$21,090.00.

COLUMBUS, OHIO, October 24, 1938.

HON. MARGARET M. ALLMAN, *Director, Department of Public Welfare, Columbus, Ohio.*

DEAR MADAM: You have submitted for my approval a contract by and between E. Keeler Company of Williamsport, Pa., and the State of Ohio, acting by the Department of Public Welfare, for one 485 H. P. Bent Tube, Four Drum Boiler complete, together with the rebuilding of the present Westinghouse Stoker of continuous ash discharge, for the Ohio Hospital for Epilyptics, Gallipolis, Ohio, which contract calls for the total expenditure of twenty one thousand and ninety dollars (\$21,090.00).

You have also submitted the following papers and documents in this connection: Encumbrance record No. 6, estimate of cost, division of contract, notice to bidders, proof of publication, workmen's compensation certificate showing the contractor having complied with the laws of Ohio relating to compensation, the form of proposal containing the contract bond signed by the United States Guarantee Company, its power of at-