

crossing said center line at a distance of 55.92 feet and intersecting said center line at a distance of 55.92 feet and intersecting said center line at Valuation Station 1175+05.28; thence north 0 deg. 21' east, parallel with and 50 feet distant at right angles from said center line, a distance of 88.65 feet to the place of beginning, containing 0.214 of an acre, more or less, and being a parcel of land 100 feet in width, 50 feet on either side of the center line of said main line track across the state property of the abandoned Ohio Canal. The west line of said railroad right-of-way line crossing the transit line of the canal survey at Station 1575+66.5.

The proposed sale and conveyance of the above described parcel of abandoned canal land is under authority of Section 13971, General Code, which provides generally that when such lands cannot be leased so as to yield 6% on the valuation thereof as determined by the Superintendent of Public Works such lands may be sold in the manner therein provided. This section further provides that where the lands to be sold are appraised at \$500.00 or less the same may be sold at private sale by the Superintendent of Public Works acting together with the Governor and the Attorney General. The property here in question has been appraised by you at the sum of \$250.00 and since in your proceedings relating to the sale of this property you have specifically found and determined that the same cannot be leased so as to yield an annual income of 6% upon the appraised value thereof it follows that subject to the approval of the Governor and the Attorney General you are authorized in the exercise of your official judgment and discretion to sell this property. No reasons, legal or otherwise, are apparent why your proceedings relating to the sale of this property should not be approved by me; and the same are hereby approved as is evidenced by my approval endorsed upon the transcript of your proceedings and the duplicate copy thereof, both of which are herewith returned to you.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*

3779.

APPROVAL—CONTRACT BETWEEN STATE OF OHIO AND THE GERMAN-LAVELLE PLUMBING & HEATING COMPANY OF CLEVELAND, OHIO, FOR THE CONSTRUCTION AND COMPLETION OF A PROJECT KNOWN AS COTTAGE NO. 7, CLEVELAND STATE HOSPITAL.

COLUMBUS, OHIO, January 8, 1935.

HON. T. S. BRINDLE, *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, and The German-Lavelle Plumbing & Heating Company of Cleveland, Ohio. This contract covers the construction and completion of contract for plumbing for a project known as Cottage No. 7, Hawthornden Farm, Cleveland State Hospital, Cleveland, Ohio, in accordance with Item No. 2 and Item No. 11 (Alt. P-1) of the form of proposal dated December 17, 1934. Said contract calls

for an expenditure of five thousand one hundred and fifty-nine dollars (\$5,159.00).

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 submitted a certificate of the Controlling Board showing that said board has released funds for this project in accordance with Section 3 of House Bill No. 698 (115 Ohio Laws, 398, 399) of the 90th General Assembly, regular session, as amended by Section 1 of House Bill No. 36 of the first special session of the 90th General Assembly.

In addition, you have submitted a contract bond upon which the United States Fidelity and Guaranty Company of Baltimore, 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.

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,  
JOHN W. BRICKER,  
*Attorney General.*

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3780.

APPROVAL—BONDS OF CANAAN TOWNSHIP RURAL SCHOOL DISTRICT, MADISON COUNTY, OHIO, \$2,841.12.

COLUMBUS, OHIO, January 8, 1935.

*Retirement Board, State Teachers Retirement System, Columbus, Ohio.*

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3781.

APPROVAL, AGREEMENT BETWEEN THE D. T. & I. RAILROAD COMPANY AND STATE OF OHIO FOR RECONSTRUCTION OF BRIDGE AT SPRINGFIELD, OHIO.

COLUMBUS, OHIO, January 9, 1935.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination an agreement between the D. T. & I. Railroad Co. and the State of Ohio, covering the reconstruction of a bridge over the tracks of said railroad at the east edge of Springfield on U. S. Route 40.

After examination, it is my opinion that the proposed agreement is in proper legal form and when executed by you will constitute a binding contract. Said agreement is returned herewith.

Respectfully,  
JOHN W. BRICKER,  
*Attorney General.*