

2633.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE NORTH SIDE PLUMBING COMPANY, COLUMBUS, OHIO, FOR HEATING AND PLUMBING IN HOME MANAGEMENT HOUSE AT OHIO STATE UNIVERSITY, COLUMBUS, OHIO, AT AN EXPENDITURE OF \$4,876.00—SURETY BOND EXECUTED BY THE COMMERCIAL CASUALTY INSURANCE COMPANY, NEWARK, NEW JERSEY.

COLUMBUS, OHIO, December 5, 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 Board of Trustees of the Ohio State University, and the North Side Plumbing Company of Columbus, Ohio. This contract covers the construction and completion of Heating and Plumbing Contract (Items 13 and 14), together with Alternates Nos. 2-A, 3, 5, 6 and 8, for the Home Management House on the campus of Ohio State University, Columbus, Ohio, in accordance with the form of proposal dated November 7, 1930. Said contract calls for an expenditure of four thousand eight hundred and seventy-six dollars (\$4,876.00).

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 of the Controlling Board to the expenditure has been obtained as required by Section 11 of House Bill 510 of the 88th General Assembly. In addition you have submitted a contract bond upon which the Commercial Casualty Insurance Company of Newark, New Jersey, 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.

2634.

DISAPPROVAL, LEASE TO LAND IN PORTAGE COUNTY, FOR GAME REFUGE PURPOSES.

COLUMBUS, OHIO, December 6, 1930.

HON. JOHN W. THOMPSON, *Commissioner, Division of Conservation, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval the following Game Refuge Lease, in duplicate:

<i>No.</i>	<i>Acres</i>
2072 Caroline C. Nelson, Freedom Township, Portage County.....	235.17

Upon examination, I find that the Original Order Sheet and duplicate copy and the Lease proper and duplicate copy are not signed by yourself as Commissioner.

I am, therefore, returning to you the above lease without my approval endorsed thereon.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2635.

APPROVAL, BONDS OF LAUREL RURAL SCHOOL DISTRICT, HOCKING COUNTY, OHIO—\$600.00.

COLUMBUS, OHIO, December 6, 1930.

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

2636.

RAILWAY GRADE CROSSING—ACTION TO ELIMINATE TAKEN BY DIRECTOR OF HIGHWAYS—COUNTY COMMISSIONERS NEED NOT JOIN TO EFFECT VACATION OF HIGHWAY.

SYLLABUS:

When the Director of Highways institutes a proceedings to eliminate a railway grade crossing under Section 1229-19 of the General Code there is no necessity for the county commissioners to take any action in order to effect a vacation of the portion of the highway lying within the right of way of the railroad company.

COLUMBUS, OHIO, December 8, 1930.

HON. ROBERT N. WAID, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—I acknowledge receipt of your request for my opinion reading as follows:

“In carrying out the above improvement (elimination of a grade crossing) it is necessary to relocate the highway and vacate the present highway within the right-of-way lines of the railroad company.

Proceedings to this end have been carried out under Section 1229-19, plans have been agreed upon and a satisfactory agreement drafted with one exception. The railroad company believes that that part of the agreement, which states that, upon completion of the new improvement, the old highway shall be vacated by the state, should be affirmed and agreed to by the commissioners of L County on the theory that present laws do not give the Director of Highways final jurisdiction over the vacation of highways or parts thereof on the State Highway System.