

the consent and approval of the Controlling Board to the expenditure have been obtained as required by Section 4 of House Bill No. 203 of the 88th General Assembly. In addition, you have submitted a contract bond, upon which the Globe Indemnity 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 to you herewith, together with all other data submitted in this connection.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2227.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND McCURREN BROTHERS OF XENIA, OHIO, FOR PLUMBING, WATER LINES, SEWER AND ELECTRIC WORK, EXCLUSIVE OF STEEL HAY RACKS AND METAL FEED MANGERS FOR HORSE BARN AT FARM, C. AND I. DEPARTMENT, WILBERFORCE UNIVERSITY, WILBERFORCE, OHIO, AT AN EXPENDITURE OF \$4,935.00—SURETY BOND EXECUTED BY THE AMERICAN LIABILITY AND SURETY COMPANY OF CINCINNATI, OHIO.

COLUMBUS, OHIO, August 12, 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, Combined Normal and Industrial Department, Wilberforce University, Wilberforce, Ohio, and McCurran Brothers of Xenia, Ohio. This contract covers the construction and completion of general contract including plumbing, water lines, sewer and electric work, but exclusive of steel hay racks and metal feed mangers for a building known as a horse barn at farm, C. and I. Department, Wilberforce University, Wilberforce, Ohio, as set forth in Item No. 1 and Item No. 2 (Alternate G-1) of the Form of Proposal dated June 12, 1930. Said contract calls for an expenditure of four thousand nine hundred and thirty-five dollars (\$4,935.00).

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 and approval of the Controlling Board to the expenditure have been obtained as required by Section 11 of House Bill No. 510 of the 88th General Assembly. In addition, you have submitted a contract bond, upon which the American Liability and Surety Company of Cincinnati, Ohio, 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.

2228.

APPROVAL, BONDS OF VILLAGE OF MEDINA, MEDINA COUNTY, OHIO
—\$13,000.00.

COLUMBUS, OHIO, August 12, 1930.

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

2229.

APPROVAL, ABSTRACT OF TITLE TO LAND OF RAY B. LEVERING IN
CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, August 13, 1930.

HON. CARL E. STEEB, *Business Manager, Ohio State University, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval an abstract of title, warranty deed and other files relating to the proposed purchase by the State of Ohio of a certain parcel of land situated in the city of Columbus, Franklin County, Ohio, and more particularly described as being a one foot reserve along the north side of Tenth Avenue, as shown of record in Elizabeth King's Olentangy Sub-division, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 7, page 269, Recorder's Office, Franklin County, Ohio.

Upon examination of the abstract of title submitted, supplemented by the deed of the sheriff of Franklin County, Ohio, conveying the above described parcel of land to Ray B. Levering, pursuant to the order of confirmation in the case of *David P. Anderson, as Treasurer of Franklin County, Ohio, vs. Elizabeth King Farrington, et al.* (Case No. 123386, Common Pleas Court, Franklin County, Ohio), I find that said Ray B. Levering has a good, merchantable title to said parcel of land, subject to the lien for taxes for the year 1929 and such prior years as were not included in the claim for delinquent taxes set out in the petition of the plaintiff in the case of *David P. Anderson vs. Elizabeth King Farrington, supra*. Said property is also subject to the lien for the taxes for the year 1930, as well as to the lien of the balance due on the assessment for the improvement of Tenth Avenue. It is stated in the abstract that this balance is \$12.06.

It is noted that the deed of the sheriff of Franklin County to Ray B. Levering, above referred to, has not yet been filed for record. This matter should, of course, be attended to before the warranty deed of Ray B. Levering, conveying this property to the State of Ohio, is filed for record.