

With respect to the deed last above referred to, I find that the same has been properly executed and acknowledged by said Ray B. Levering and by Harriett E. Levering, his wife, and that said deed as to form is sufficient to convey the above described parcel of land to the State of Ohio free and clear of all encumbrances whatsoever, except the taxes due and payable on and after December, 1930.

Encumbrance Estimate No. 569, relating to the purchase of this property has been examined and found to be in proper form. Said encumbrance estimate shows that there are sufficient balances in the proper appropriation account to pay the purchase price of the property above described. It also appears from said encumbrance estimate that the money necessary for the purchase of said property has been released by the Controlling Board.

I am herewith returning to you the abstract of title, the deed of the sheriff of Franklin County to Ray B. Levering, the deed of Ray B. Levering and Harriett E. Levering, his wife, to the State of Ohio, and Encumbrance Estimate No. 569.

Respectfully,

GILBERT BETTMAN,
Attorney General.

2230.

APPROVAL, LEASE TO CANAL LAND OF EDWARD F. LOVE, NELSONVILLE, ATHENS COUNTY, OHIO.

COLUMBUS, OHIO, August 13, 1930.

HON. A. T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—There has been submitted for my examination and approval a certain lease executed by the State of Ohio, through your predecessor, Hon. R. T. Wisda, by which there is leased and demised to one Edward F. Love, of Nelsonville, Ohio, a certain approval of abandoned Hocking canal lands situated in the city of Nelsonville, Athens County, and which is more particularly described as follows:

“Beginning at the line, as produced across said canal property, between Lots 236 and 237 in said city, said line being the east line of a lease granted to Frank Minner under date of April 30, 1919, and crossing the transit line of the Bruce Doughton survey of said canal at or near Station 2132-16, and running thence southeasterly with the lines of said canal property, three hundred and eighty-four (384) feet, more or less, as measured along the transit line of said survey to a line drawn at right angles to said transit line through Station 2136, and containing one (1) acre, more or less.”

This lease which is one for a term of fifteen years at an annual rental of six percent upon the valuation of the property lease, was executed under the authority of section 1 of an act passed by the 88th General Assembly April 5, 1929, and which went into effect on the 24th day of July, 1929, 13 O. L. 521.

Action of this office upon this lease was necessarily deferred in order to determine what, if any, action the State Highway Director might take under the provisions of Section 2 of said act, which provided that there was excepted and reserved from the provisions of the act any portion of said abandoned Hocking canal lands that thereafter, within one year from the date at which said act became effective, be desig-

nated by the Director of Highways as necessary for use in any scheme of highway improvement adjacent to said canal lands.

I have not been advised that any part of the parcel of land above described has been designated by the Highway Director for use for highway purposes, and inasmuch as said lease is in all respects in conformity with the provisions of Section 1 of said act and with other statutory provisions relating to the execution of leases of this kind, said lease is hereby approved as to legality and form, subject to the reservation that if any part of said parcel of land has been taken by the State Highway Director for highway purposes the land so taken is, of course, excepted from the operation of said lease.

Respectfully,

GILBERT BETTMAN,
Attorney General.

2231.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND BOYAJOHNS AND BARR, INC., COLUMBUS, OHIO, FOR GENERAL CONTRACT TOGETHER WITH ALTERNATES A, B, NOS. 2, 7, 8 AND 9, FOR PHYSICAL EDUCATION BUILDING, OHIO STATE UNIVERSITY, COLUMBUS, OHIO, AT AN EXPENDITURE OF \$412,690.00—SURETY BOND EXECUTED BY THE SOUTHERN SURETY COMPANY OF NEW YORK.

COLUMBUS, OHIO, August 13, 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 Boyajohn and Barr, Inc., of Columbus, Ohio. This contract covers the construction and completion of general contract (Items 1-17 inclusive), together with Alternates A, B, Nos. 2, 7, 8 and 9, for Physical Education Building, Ohio State University, Columbus, Ohio, as set forth in the Form of Proposal dated July 9, 1930. Said contract calls for an expenditure of four hundred and twelve thousand six hundred and ninety dollars (\$412,690.00).

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 Southern Surety Company of New York 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.