

rel Ross, vs. Donahey, 93 O. S., 414, and with the principles of law therein announced and applied. As was held by the court in this case a contract of this kind for the payment of rental on premises for the use of a necessary state department, is one for current expenses and is not one creating an indebtedness of the State within the inhibition of the constitutional provision there under consideration; and inasmuch as the obligation of the State with respect to the rental to be paid for these premises for the aggregate period above noted is conditional upon appropriations made or to be made by the legislature for the payment of such rentals or upon the allotment to the Ohio Unemployment Compensation Commission of budget grants by the Federal Social Security Board, this contract, under the authority of the case above cited, is to be deemed a valid contract for the purposes therein provided for.

In this connection, it is noted that there has been submitted with the instruments above referred to a contract encumbrance record covering the rental to be paid on this contract for the period from December 15, 1938, to December 31, 1938, in the amount of \$450.00. This is, in my view, a sufficient compliance with the requirements of Section 2288-2, General Code. And viewing these instruments as one contract and not otherwise, the same are hereby approved and returned to you.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

3200.

APPROVAL—PROPOSED AGREEMENT BETWEEN STATE OF OHIO, THROUGH DIRECTOR OF HIGHWAYS, WITH THE NEW YORK CENTRAL RAILROAD COMPANY, IMPROVEMENTS, VIADUCT APPROACHES, STATE HIGHWAY NO. 880, MOLINE, WOOD COUNTY, OHIO.

COLUMBUS, OHIO, November 9, 1938.

HON. JOHN JASTER, JR., *Director of Highways, Columbus, Ohio.*

DEAR SIR: You have submitted for my consideration and formal approval, as provided by statute, a proposed agreement by and between the State of Ohio, acting by and through John Jaster, Jr., Director of Highways, and The New York Central Railroad Company, providing for the paving and improvement of the approaches of the viaduct over the tracks of said New York Central Railroad on State Highway No. 880

at Moline, Wood County, Ohio, and to determine and agree upon the manner of doing said work and the portion of said work to be done by each of said parties and the mode and time of payment therefor.

After carefully examining said proposed agreement, it is my opinion that the same is in proper legal form and when executed by John Jaster, Jr., Director of Highways, the said proposed agreement will become a valid contract by and between the parties thereto for the purposes therein mentioned. I, therefore, hereby formally approve said agreement as to legality and form and am returning the same herewith.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

3201.

A P P R O V A L—AGREEMENT, STATE OF OHIO, THROUGH DIRECTOR OF HIGHWAYS WITH DIRECTOR OF PUBLIC SERVICE AND THE AKRON, CANTON AND YOUNGSTOWN RAILWAY COMPANY, ELIMINATION OF GRADE CROSSING OVER TRACKS, STATE HIGHWAY NO. 572, AKRON, SUMMIT COUNTY, OHIO.

COLUMBUS, OHIO, November 9, 1938.

HON. JOHN JASTER, JR., *Director of Highways, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval as to legality and form a proposed agreement by and between the State of Ohio, acting by and through John Jaster, Jr., Director of Highways, The City of Akron, acting by and through its duly authorized Director of Public Service and The Akron, Canton and Youngstown Railway Company, providing for the elimination of the grade crossing over the tracks of the Akron, Canton and Youngstown Railway Company on State Highway No. 572 in Akron, Summit County, Ohio.

After careful examination, it is my opinion that said agreement is in proper legal form and when legally executed by John Jaster, Jr., Director of Highways, the same will become a valid contract by and between the parties thereto for the purposes mentioned.

I, therefore, hereby approve said agreement as to legality and form, as provided by law, and am returning the same herewith.

Respectfully,

HERBERT S. DUFFY,
Attorney General.