

chase of this property by reason of a material and substantial discrepancy in the description of said property as contained in the warranty deed executed by Clift C. Haller and wife and in the encumbrance estimate as compared with the description of the property contained in the certificate of the board of control. The certificate of the board of control submitted to me shows that the said board released the sum of \$1500.00 for the purchase of the following described property, situated in the city of Van Wert, Van Wert County, Ohio:

“Commencing twenty-one (21) rods east and twenty (20) rods north of the southwest corner of Section 13, Township two (2) south, Range two (2) east being at the southwest corner of Out Lot No. 70 in the city, county and state as aforesaid; thence north on the west line of said outlot, sixteen and three hundredths (16.03) rods; thence east nineteen and sixteen hundredths (19.16) rods; thence south sixteen and three hundredths (16.03) rods; thence west twenty (20) rods to the place of beginning.”

It is evident from the description of the property contained in the certificate of the board of control that said board contemplated that the state was to obtain a much larger parcel of land for the purchase price therein named than the state will actually obtain by the deed tendered to it by Clift C. Haller, the owner of said property, which deed likewise recites that the purchase price of the property therein described and conveyed to the State of Ohio is the sum of \$1500.00.

For the reason above stated, I am unable to approve the purchase of said property, and the abstract of title, the warranty deed, encumbrance estimate No. 1341, the certificate of the board of control, and the other files relating to the purchase of this property are herewith returned.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2505.

APPROVAL, LEASE TO STATE RESERVOIR LAND AT INDIAN LAKE,
LOGAN COUNTY, OHIO—CYRIL E. KNOTTS.

COLUMBUS, OHIO, November 4, 1930.

HON. PERRY L. GREEN, *Director of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your communication under date of November 1, 1930, over the signature of the Chief of the Bureau of Inland Lakes and Parks, of the Division of Conservation, in your department, submitting for my examination and approval a certain reservoir land lease in triplicate. This lease, which is executed by the Conservation Commissioner, leases and demises to one Cyril E. Knotts, Urbana, Ohio, for a term of fifteen years, a certain parcel of state reservoir land at Indian Lake, Logan County, Ohio, the same being more particularly described as follows:

“The outer slope of the southerly fifty (50) feet of Embankment Lot No. 1, north of Stubb's Landing; also the State land in the rear thereof extending from the foot of the outer slope of the raceway embankment to the westerly

top water line of the State Ditch, and being part of the Southeast Quarter of Section 27, Town 6 South, Range 8 East, Logan County, Ohio."

Upon examination of said lease, which calls for an annual rental of \$50.00, I find that the same is in conformity with the provisions of Section 471, General Code, and other sections of the General Code, relating to leases of this kind. Said lease is accordingly approved by me as to legality and form and my approval is endorsed on said lease and on the duplicate and triplicate copies thereof, all of which are returned herewith.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2506.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND THE BARNES-JOY ENGINEERING COMPANY, LIMA, OHIO, FOR ELECTRICAL WORK IN RECITATION AND DEPARTMENTAL BUILDING, BOWLING GREEN STATE COLLEGE, BOWLING GREEN, OHIO, AT AN EXPENDITURE OF \$10,040.00—SURETY BOND EXECUTED BY THE STANDARD ACCIDENT INSURANCE COMPANY, DETROIT, MICHIGAN.

COLUMBUS, OHIO, November 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, Bowling Green State College, Bowling Green, Ohio, and The Barnes-Joy Engineering Company, Lima, Ohio. This contract covers the construction and completion of contract for Electrical Work in a building known as Recitation and Departmental Building, Bowling Green State College, Bowling Green, Ohio, as set forth in Item No. 2, and Alternates E-1 and E-2 of the form of proposal dated August 13, 1930.

Said contract calls for an expenditure of ten thousand and forty dollars (\$10,040.00).

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. Evidence has been presented to show that the Controlling Board has approved the expenditure, 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 Standard Accident Insurance Company of Detroit, Michigan, 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.