

to the assistant custodian upon his withdrawal from membership in the State Public School Employes' Retirement System by reason of being deprived of any and all rights and benefits in such system, except the right to have refunded to him his accumulated contributions, plus interest thereon. This principle of law is well stated in the case of *The State, ex rel. Nimber et al., vs. Bushnell, et al., Board of Education, et al.*, 95 O. S., 203:

"When the meaning of the language employed in a statute is clear, the fact that its application works an inconvenience or accomplishes a result not anticipated or desired should be taken cognizance of by the legislative body, for such consequence can be avoided only by a change of the law itself, which must be made by legislative enactment and not by judicial construction."

Therefore, in specific answer to your question it is my opinion that, if an assistant custodian is a member of the State Public School Employes' Retirement System, and thereafter is appointed custodian it is compulsory that he become a member of the custodians' pension fund upon his acceptance of such appointment as custodian.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

2285.

APPROVAL.—AGREEMENT, STATE OF OHIO, THROUGH DIRECTOR OF HIGHWAYS, WITH THE BALTIMORE AND OHIO RAILROAD COMPANY, ELIMINATION OF GRADE CROSSING, S. H. No. 291, MEDINA-NORWALK ROAD AS DESIGNATED, MEDINA, MEDINA COUNTY, OHIO.

COLUMBUS, OHIO, April 12, 1938.

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

DEAR SIR: You have submitted for my consideration a form of agreement by and between the State of Ohio, acting by and through John Jaster, Jr., Director of Highways, and the Baltimore and Ohio Railroad Company, providing for the elimination of a grade crossing,

situated at a point where SH No. 291, Medina-Norwalk Road crosses the B. & O. Railroad Company tracks, approximately four miles northwest of Medina in Medina County, Ohio.

Upon examination, it is my opinion that said form of agreement is correct as to the form thereof and will constitute a binding contract when executed by the Director of Highways, as provided by law. I, therefore, approve the same as to form and am returning said agreement herewith.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

2286.

STATUS—CERTIFICATE OF TITLE AND OTHER INSTRUMENTS, PROPOSED PURCHASE, TRACT OF LAND, DESIGNATED, SOUTHEAST QUARTER SECTION 19, GREEN TOWNSHIP, SUMMIT COUNTY, OHIO, PROJECT, NIMISILA CREEK BASIN RESERVOIR, PURCHASE PRICE, \$6450.00.

COLUMBUS, OHIO, April 12, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval a certificate of title, warranty deed, contract encumbrance record No. 34 and other files relating to the proposed purchase and acquisition of a tract of land in the southeast quarter of Section 19, Green Township, Summit County, Ohio, which is more particularly described as follows:

Beginning at the southeast corner of the southeast quarter of Section No. 19; thence along the east line of Section No. 19 N 6° 55' 45" E. nine hundred seven and twenty two hundredths (907.22) feet to a point in the center line of the Clinton-Greensburg Road and the true place of beginning of the description of the land to be herein conveyed; thence continuing along the east line of Section No. 19 N 6° 55' 45" E seventeen hundred seventy-two and thirty-five hundredths (1772.35) feet to a stone in the southeast corner of lands now owned by A. & M. Wise; thence along Wise's south line N 83° 17' 55" W thirteen hundred seven-