

Mr. Cecil Emmons in the position of Auditor in the Department of Highways.

Finding said bond in proper legal form, I have endorsed my approval thereon, and same is returned to you herewith.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

1612.

CONTRACT—STATE WITH ARTHUR T. MOULDING AND H. N. GOLINVAUX, DBA THOMAS MOULDING FLOOR COMPANY, ASPHALT TILE FLOORING, ADDITION TO MEN'S DORMITORY AND LINDLEY HALL, OHIO UNIVERSITY, ATHENS.

COLUMBUS, OHIO, December 28, 1939.

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

DEAR SIR: You have submitted for my examination and approval a contract by and between the State of Ohio acting through you as Director of the Department of Public Works for Ohio University, Athens, Ohio, and Arthur T. Moulding and H. N. Golinvaux, doing business as Thomas Moulding Floor Company, with their principal place of business in Chicago, Illinois, for the construction and completion of contract for Asphalt Tile Flooring for a project known as Contracts 6 and 7, Asphalt Tile Flooring and Accoustic Ceiling Treatment, Addition to Men's Dormitory (Houses "A" and "D"), Lindley Hall (Women's Dormitory), Ohio University, Athens, Ohio, as set forth in Item 1, Asphalt Tile Flooring, as specified for addition to Men's Dormitory (Houses "A" and "D") and Lindley Hall (Women's Dormitory), complete of the Form of Proposal dated October 3, 1939, all according to Plans and Specifications, which Plans, Specifications and Proposal are made a part of this Contract. This contract calls for an expenditure of \$3,643.00.

You have submitted the following papers and documents in this connection: Form of proposal containing the contract bond signed by the Saint Paul-Mercury Indemnity Company; its power of attorney for the signer and its certificate of compliance with the insurance laws of Ohio; estimate of cost; notice to bidders; proof of publication; Workmen's Compensation Certificate, showing a compliance with the laws of Ohio relating to Workmen's Compensation; recommendation of State Architect; Approval of PWA; tabulation of bids; letter from State Auditor, showing all necessary papers are on file in his office.

Finding said contract in proper legal form, I have noted my approval

thereon, and same is transmitted herewith to you, together with all other papers submitted in this connection.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

1613.

LEASE—CANAL LAND, STATE TO JOSEPH COCHRAN, DESIGNATED PORTION, HOCKING CANAL, LANCASTER, FAIRFIELD COUNTY, USE, RESIDENCE, AGRICULTURE AND WAREHOUSE PURPOSES.

COLUMBUS, OHIO, December 28, 1939.

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

DEAR SIR: You recently submitted for my examination and approval a canal land lease executed by you as Superintendent of Public Works and as Director of said department, to one Joseph Cochran, 535 South Columbus Street, Lancaster, Ohio.

By this lease, which is one for a stated term of fifteen years and which provides for an annual rental of \$18.00, there is leased and demised to the lessee above named, the right to occupy and use for residence, agriculture and warehouse purposes, that portion of the abandoned Hocking Canal property, including the full width of the bed and banks thereof, located in the City of Lancaster, Fairfield County, Ohio, and described as follows:

“Beginning at Station 479 + 13, of Bruce Doughton’s Survey of said canal property, and extending thence southeasterly with the lines of said canal property, three hundred thirty-seven (337’) feet, more or less, to Station 482 + 50, same being the westerly line of Broad Street produced in said city, and containing twenty-four thousand (24,000) square feet, more or less.”

Upon examination of this lease, which is executed by you under the authority of House Bill No. 417, enacted by the 88th General Assembly under date of April 19, 1929, 113 Ohio Laws, 521, and other related provisions of law, I find that the same has been executed by you in your official capacity above stated, and by Joseph Cochran in the manner provided by law.

Assuming, as I do, that this property has not been designated for state highway purposes, I find that the terms and provisions of this lease and the conditions and restrictions therein contained are in conformity with the