

4342.

APPROVAL: NOTES OF XENIA TOWNSHIP RURAL SCHOOL DIST.,
GREENE COUNTY, OHIO, \$6,500.00.

COLUMBUS, OHIO, May 19, 1932.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

4343.

APPROVAL: NOTES OF ANDERSON TWP., RURAL SCHOOL DIST.,
HAMILTON COUNTY, OHIO, \$13,330.00.

COLUMBUS, OHIO, May 19, 1932.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

4344.

APPROVAL: NOTES OF CONCORD RURAL SCHOOL DISTRICT, DELA-
WARE COUNTY, OHIO, \$2,145.78.

COLUMBUS, OHIO, May 19, 1932.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

4345.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE
UNITED DISTRICT HEATING, INC., CLEVELAND, OHIO, FOR CON-
STRUCTION AND COMPLETION OF STEAM AND ELECTRIC
TRANSMISSION LINE, COLUMBUS, OHIO, AT EXPENDITURE OF
\$72,965.00—SURETY BOND EXECUTED BY THE UNITED STATES
FIDELITY GUARANTY COMPANY OF BALTIMORE, MD.

COLUMBUS, OHIO, May 19, 1932.

HON. FRANK W. MOWREY, *Executive Secretary, State Office Building Commission,
Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the State Office Building Commission, provided for in Section I of House Bill No. 17 of the 88th General Assembly, passed March 14, 1929 (113 O. L. 59), and the United District Heating, Inc., Cleveland, Ohio. This contract covers the construction and completion of contract for Steam and Electric Transmission line from the Ohio Penitentiary to the State Office Building,

Columbus, Ohio, in accordance with Item No. 1 of the Form of Proposal dated October 5, 1931. Said contract calls for an expenditure of seventy-two thousand nine hundred and sixty-five dollars (\$72,965.00).

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. It is to be noted that the Controlling Board's approval of the expenditure is not required under the act appropriating the money for this contract. In addition, you have submitted a contract bond upon which the United States Fidelity and Guaranty Company of Baltimore, Maryland, 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.

Finally, it appears that the Governor has approved all the acts of the Commission in accordance with Section 1 of House Bill No. 17, 88th General Assembly, heretofore mentioned.

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.

4346.

APPROVAL, ABSTRACT OF TITLE TO LAND IN LEBANON, OHIO, OF
ANNA M. ROSELL.

COLUMBUS, OHIO, May 20, 1932.

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—Sometime ago Opinion No. 4240 was issued to you concerning the status of the title of a tract of land in Lebanon, Ohio, which the state proposes to purchase from Anna M. Rosell. In said opinion, a number of deficiencies in the submitted abstract of title were pointed out and a request was made for further information and data to clear up the title. The additional information requested has been submitted to me, and I am now of the opinion that said Anna M. Rosell holds a good and merchantable fee simple title to the land proposed to be sold to the state.

Some doubt was expressed in the former opinion as to whether the deed from Stickleman to Lewis and Beachey, which is an important link in the chain of title to the first tract in the state deed, included all of the land in Elliott's outlot No. 3 mentioned in the first tract of the state deed. The abstracter has since certified that outlot No. 3 is 10.13 chains long, and, therefore, it becomes apparent that the Stickleman deed did reach all the way over to the eastern boundary of Elliott's outlot No. 3 so as to coincide with the eastern boundary of tract No. 1 in the state deed. Likewise, any doubt as to whether said Stickleman deed reached far enough north in Elliott's outlot No. 3 to include land in said outlot which is in the first tract of the state deed, is dispelled by information which shows that