

within three days after the disclosure by such person, or the discovery of such non-residence, the county of legal settlement shall be liable only after the receipt of such notice. Nothing herein contained shall prevent the removal or assumption of care of such person by the county of legal settlement, at its expense, but such removal or assumption shall not relieve such county of liability for the expenses theretofore incurred by the municipality or township rendering such service. Any such person who does not, upon discharge from such hospital, or upon the rendering of the last service, pay the expenses of such service, at the established rate therefor, shall, for the purpose of this act, be deemed indigent in so far as the municipality or township rendering such service is concerned. The county of legal settlement is hereby subrogated to all the rights of the municipality or township rendering such service to such person."

This new enactment is only broad enough to include recovery by a township or municipality, while your hospital is a county institution.

It accordingly becomes unnecessary to consider what the respective obligations of a county, municipality and township are toward indigent persons requiring medical service who have a residence in another county.

Sufficient to say that a township or municipality which renders "medical services or the services of a hospital, in cases other than contagious" to an indigent person having legal settlement in another county, is given specific authority to collect the expense of such service from the county of legal settlement, while a county is not given such specific authority.

If an indigent non-resident patient were cared for in the Lake County hospital on order of a municipality or township, which by law is charged with affording such relief, such municipality or township probably could recover the expense of such service from the county of the patient's residence, if the statute as to notification had been complied with. Lake County could not, however, recover direct from the county of the patient's residence.

Answering your specific inquiry, I am therefore advising you that Section 3484-2, General Code (113 O. L., p. 272), does not authorize Lake County to charge a foreign county for hospital care of a patient residing in the latter county without the existence of a contract.

Respectfully,

GILBERT BETTMAN,
Attorney General.

990.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE ELECTRIC POWER EQUIPMENT COMPANY, COLUMBUS, OHIO, FOR ELECTRICAL EQUIPMENT, CHEMISTRY BUILDING, OHIO STATE UNIVERSITY, COLUMBUS, OHIO, AT AN EXPENDITURE OF \$12,707.00—SURETY BOND EXECUTED BY THE GLOBE INDEMNITY COMPANY.

COLUMBUS, OHIO, October 5, 1929.

HON. RICHARD T. WISDA, *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 of the

Ohio State University, and The Electric Power Equipment Company, of Columbus, Ohio. This contract covers the construction and completion of electrical contract and alternates "A", "B" and "C", equipment, Chemistry Building, Ohio State University, Columbus, Ohio, and calls for an expenditure of twelve thousand seven hundred and seven dollars (\$12,707.00).

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. You have also submitted evidence that the consent of the Controlling Board to the release of funds has been obtained in accordance with Section 11 of House Bill 510 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the Globe Indemnity Company 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.

991.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE CENTRAL CONSTRUCTION COMPANY, COLUMBUS, OHIO, FOR CONSTRUCTION OF SEWER FROM ADMINISTRATION AND LIBERAL ARTS BUILDINGS, OHIO STATE UNIVERSITY, COLUMBUS, OHIO, AT AN EXPENDITURE OF \$4,800.00—SURETY BOND EXECUTED BY THE GUARDIAN CASUALTY COMPANY.

COLUMBUS, OHIO, October 5, 1929.

HON. RICHARD T. WISDA, *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 of the Ohio State University, and The Central City Construction Company of Columbus, Ohio. This contract covers the construction and completion of general contract and alternate "A", sewer from Administration and Liberal Arts Buildings, Ohio State University, Columbus, Ohio, and calls for an expenditure of four thousand eight hundred dollars (\$4,800.00).

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. You have also submitted evidence that the consent of the Controlling Board to the release of funds has been obtained in accordance with Section 11 of House Bill 510 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the Guardian Casualty Company appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly pre-