

" * * * It is the intent of this act that townships and cities shall furnish relief in their homes to all persons needing temporary or partial relief who are residents of the state, county and township or city as described in Sections 3477 and 3479. *Relief to be granted by the county shall be given to those persons who do not have the necessary residence requirements*, and to those who are permanently disabled or have become paupers and to such other persons whose peculiar condition is such they cannot be satisfactorily cared for except at county infirmary or under county control. * * * " (Italics the writer's.)

I call your attention to an opinion of one of my predecessors in office to be found in Opinions of the Attorney General for 1927, Vol. II, page 1106, which held as disclosed by the first branch of the syllabus:

"1. Where an indigent person who is a non-resident of the state of Ohio is permanently disabled by the loss of both limbs or other serious injury and is removed to a hospital for necessary treatment, it is the duty of the county in which such injury was sustained to extend the necessary relief, including the payment of the necessary medical and surgical attendance, hospital expenses, etc."

It was stated at page 1108 after quoting Sections 3477 and 3479, General Code:

"From the provisions of the foregoing statutes it will be noted that it is the duty of townships and cities, to furnish relief to all residents of the state, county, township or city under Sections 3477 and 3479, supra, who need temporary relief and to all such residents who permanently need partial relief, while it is the duty of the county to furnish relief to persons who do not have the necessary residence requirements prescribed by Sections 3477 and 3479, supra. * * *."

Inasmuch as the particular indigent was residing in Wood County at the time of the rendering of hospital services, even though she had not acquired legal settlement in the State of Ohio, it is my opinion that assuming all the legal steps of notice, etc. are taken that Wood County would be liable for the medical services rendered by the Findlay Hospital in Hancock County.

Respectfully,

JOHN W. BRICKER,
Attorney General.

3192.

APPROVAL — BOND FOR THE FAITHFUL PERFORMANCE OF HIS
DUTIES AS RESIDENT DISTRICT DEPUTY DIRECTOR—JOHN W.
ALANIVA.

COLUMBUS, OHIO, September 11, 1934.

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

DEAR SIR:—You have submitted a bond in the penal sum of \$5,000.00 with sureties as indicated, to cover the faithful performance of the duties of the official as hereinafter listed:

John W. Alaniva,
Resident District Deputy Director,
Ross County,
National Surety Corporation.

The above listed bond is undoubtedly executed pursuant to the provisions of Sections 1183 and 1182-3, General Code, which state, in so far as pertinent:

“Sec. 1183. **Such resident district deputy directors shall ** give bond in the sum of five thousand dollars. * * *”

“Sec. 1182-3. * * All bonds hereinbefore provided for shall be conditioned upon the faithful discharge of the duties of their respective positions, and such bonds * * shall be approved as to the sufficiency of the sureties by the director (of highways), and as to legality and form by the attorney general and be deposited with the secretary of state. * * *” (Words in parenthesis the writer’s.)

Finding the above bond to have been properly executed pursuant to the above statutory provisions, with the exception that the word “Ross” should be inserted before the word “County” in the top line of the oath, I have approved the same as to form, and return it herewith.

Respectfully,

JOHN W. BRICKER,
Attorney General.

3193.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND C. P. BRINDLE OF COLUMBUS, OHIO, FOR THE CONSTRUCTION AND COMPLETION OF REPAIRS TO SIX-MILE DAM, WALHOLDING CANAL, COSHOCTON COUNTY, OHIO.

COLUMBUS, OHIO, September 11, 1934.

HON. T. S. BRINDLE, *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, and C. P. Brindle of Columbus, Ohio. This contract covers the construction and completion of repairs to Six-Mile Dam, Walholding Canal, Coshocton County, Ohio, in accordance with the Form of Proposal dated August 15, 1934. Said contract calls for an expenditure of thirteen thousand thirty-four and 72/100 dollars (\$13,034.72).

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. In addition, you have submitted a contract bond upon which the Aetna Casualty and Surety Company of Hartford,