

could not be made under the guise of preserving a monument when such claims were nothing but a subterfuge.

Without undertaking to analyze in detail Section 14849-2 of the General Code, to which you refer, and its related sections, it may be stated that they refer to expenditures made in pursuance of levies authorized by a vote of the people, and would not appear to have application to the state of facts you present.

I regret to advise that I have found no other provisions of the statute that would seem to authorize the construction of the stand under the circumstances you mention.

In all probability such a structure could be erected as a memorial in itself, but such undertaking must be made in pursuance of the statutes which require the submission of the question to the voters, etc.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1597.

APPROVAL, BONDS OF ORANGE TOWNSHIP RURAL SCHOOL DISTRICT, SHELBY COUNTY—\$49,602.67.

COLUMBUS, OHIO, March 7, 1930.

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

1598.

POOR RELIEF—HOSPITAL EXPENSES OF INDIGENT RESIDENT OF VILLAGE CHARGEABLE AGAINST TOWNSHIP.

SYLLABUS:

Where temporary relief is furnished to one who possesses a legal settlement in a township and who resides outside the limits of a city, the total cost thereof should be borne by such township notwithstanding said person is a resident of a village within such township.

COLUMBUS, OHIO, March 7, 1930.

HON. JOHN K. SAWYERS, JR., *Prosecuting Attorney, Woodsfield, Ohio.*

DEAR SIR:—Acknowledgment is made of your recent communication, which reads:

“The mayor of Woodsfield and the township trustees of Center Township, in which township Woodsfield lies, have come to me about the matter of payment for medical services rendered an indigent person.

It seems as though the indigent person in question became seriously ill from appendicitis and was removed to a hospital at Cambridge, Ohio. Whereupon the hospital authorities performed an operation and notified

the township trustees of Center Township in the manner required by law, as provided in Section 3480 of the General Code. The trustees came to me upon receiving notice and I advised them to have the matter referred to the proper authorities of the village of Woodsfield, as said indigent person has lived within the corporate limits of the village of Woodsfield for many years.

The village seems to think that township trustees are obligated to pay the hospital bills incident to the taking care of this indigent person.

The village of Woodsfield received notice that this indigent person was in the hospital at Cambridge and that either the village of Woodsfield or the township trustees were looked to for payment so that there is no question but what the village understood that there was a claim made upon the village, as well as upon the township, for payment for the medical services rendered.

I have advised the village of Woodsfield that, in my opinion, the village of Woodsfield, rather than the township trustees of Center Township, is liable for the medical services in question. I take this view of the matter by reason of the fact that the indigent person in question is and has been for some time a resident of the village.

Because the trustees and the village are insisting, I am asking you for an opinion in this matter."

Section 3476 of the General Code, pertinent to consider in connection with your inquiry, provides:

"Subject to the conditions, provisions and limitations herein, the trustees of each township or the proper officers of each city therein, respectively, shall afford at the expense of such township or municipal corporation public support or relief to all persons therein who are in condition requiring it. It is the intent of this act (G. C. Sections 3476 et seq.) 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 can not be satisfactorily cared for except at the county infirmary or under county control. When a city is located within one or more townships, such temporary relief shall be given only by the proper municipal officers, and in such cases the jurisdiction of the township trustees shall be limited to persons who reside outside of such a city."

The above section clearly requires temporary or partial poor relief to be furnished by the township to those persons requiring it and having a legal settlement in the township and residing outside of the corporate limits of a city.

In an opinion found in Opinions of the Attorney General for 1928, p.13, it was held, as disclosed by the syllabus:

"Outdoor relief, that is partial and temporary relief, for the poor in cities should be furnished by the proper municipal officers, and provision therefor should be made by the proper authorities in the making of tax levies and the adjustment of budgets.

Township trustees are limited in the granting of partial and temporary relief to the poor, to persons who reside in the territory within the township which lies outside the corporate limits of cities."

The opinion above quoted was reaffirmed a number of times by the same Attorney General. See Opinions of the Attorney General for 1928, pp. 80, 435 and 492.

Inasmuch as you state Woodsfield is a village, it would seem to be clear that the obligation for the relief which was furnished to the party to whom you refer should be paid by the township.

Specifically answering your inquiry, it is my opinion that where temporary relief is furnished to one who possesses a legal settlement in a township and who resides outside the limits of a city, the total cost thereof should be borne by such township notwithstanding said person is a resident of a village within such township.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1599.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND HADLOW, HUGHES, HICK & CONRAD, INC., CLEVELAND, OHIO, FOR ARCHITECTURAL SERVICES IN CONNECTION WITH ARMORY IN BEREA, OHIO, AT AN EXPENDITURE OF \$2,825.00.

COLUMBUS, OHIO, March 8, 1930.

HON. ARTHUR W. REYNOLDS, *Adjutant General, Columbus, Ohio.*

DEAR SIR:—You have submitted for my examination and opinion a contract between the State of Ohio, acting by and through the Adjutant General of Ohio, and Hadlow, Hughes, Hick & Conrad, Inc., Cleveland, Ohio, for architectural services in connection with the Berea Armory in Berea, Ohio, and providing for compensation to the architects in the amount of two thousand eight hundred and twenty-five dollars (\$2,825.00).

You have also submitted evidence showing that the Controlling Board has duly consented to and approved the expenditure of said amount for architectural services in connection with said armory.

You have further submitted an encumbrance estimate, bearing No. 345, in the amount of \$2,825.00, and bearing the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated sufficient to pay the same.

Finding said contract in proper legal form, I have endorsed my approval thereon and hereby return the same to you, together with all other papers submitted in this connection.

Respectfully,
GILBERT BETTMAN,
Attorney General.