

the obligations of the contract. You have also furnished evidence showing that the Controlling Board has consented to the expenditure as required by Section 4 of House Bill 203 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the Standard Accident Insurance Company of Detroit, Michigan, 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 Act 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.

2416.

BRIDGES—STATE HIGHWAY—COUNTY AND STATE MAY CO-OPERATE
IN CONSTRUCTION THEREON.

SYLLABUS:

Under the provisions of Section 1191 of the General Code, any county of the state may properly co-operate with the state in the construction of a bridge on a state highway.

COLUMBUS, OHIO, October 4, 1930.

HON. RAYMOND E. LADD, *Prosecuting Attorney, Bowling Green, Ohio.*

DEAR SIR:—This will acknowledge receipt of your recent communication which reads as follows:

"I wish an unofficial opinion as to the authority of the board of county commissioners of Wood County, to co-operate with the State Highway Director in constructing a bridge over Beaver Creek, on State Highway No. 34, in excess of providing the necessary right-of-way for such improvement.

I have checked Section 1191, G. C., and also 6860-6873, inclusive, and have also read your opinion No. 1094, appearing in Volume II, 1929, Opinions, at page 1638. I note that you state in conclusion, on page 1641 of your opinion, that counties having a tax duplicate in excess of three hundred million dollars, after the effective date of Section 1191, to-wit: July 25th, 1929, would be authorized to co-operate with the Department of Highways in the construction * * * * of state highways, including bridges and viaducts thereon.

Our county has agreed to co-operate in the sum of \$7,000.00 in the construction of the bridge hereinbefore described. The cost of additional lands for right-of-way, cut and fill purposes is only about \$700.00 and in view of your 1929 opinion referred to above, I am not clear that our commissioners will be able to co-operate beyond providing for the right-of-way." The first sentence of Section 1191 of the General Code, reads:

"The commissioners of any county may co-operate with the Department

of Highways in the elimination of railway grade crossings on the state highway system and in the construction or reconstruction of bridges and viaducts, together with the approaches thereto, and shall be authorized to pay such portion of the cost of any such work as may be agreed upon between said commissioners and the Director of Highways. * * * * "

While there are other provisions of said section which limit the power to co-operate to counties having a tax duplicate in excess of three hundred million, such limitation does not have application to a construction involving railway grade eliminations or bridges and viaducts. In other words, the statute expressly states that *any* county may co-operate in the construction of bridges. Of course, in the construction of the road proper, if the tax duplicate does not exceed three hundred million the county may not co-operate unless the pavement is in excess of twenty feet in width. However, if the tax duplicate is in excess of three hundred million then the county is not limited as to its co-operation under said section.

Based upon the foregoing, it is my opinion that under the provisions of Section 1191 of the General Code, any county of the state may properly co-operate with the state in the construction of a bridge on a state highway.

Respectfully,

GILBERT BETTMAN,
Attorney General.

2417.

APPROVAL, WARRANTY DEED TO LAND OF CORA M. ARTRIP AND BENJAMIN ARTRIP IN TOWN OF NEW RUMLEY, HARRISON COUNTY, OHIO.

COLUMBUS, OHIO, October 4, 1930.

HON. JOSEPH T. TRACY, *Auditor of State, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your recent communication, with which you enclosed for my approval a certain warranty deed executed by one Cora M. Artrip and Benjamin Artrip, her husband, by which there is conveyed to the State of Ohio certain real estate situated in Harrison County, Ohio, and more particularly described as being Inlots Nos. 11, 12, 13, 14 and 15 in Western Liberties of the Town of New Rumley as said lots are designated on the plat thereof, in the Recorder's Office of Harrison County, Ohio.

The warranty deed above referred to is one delivered to the State of Ohio through you as Auditor of State to take the place of a former deed executed by Cora M. Artrip and Benjamin Artrip, her husband, conveying said above described lots to the State of Ohio, which deed, together with the abstract of title and other files relating to the purchase of said property was approved by me in Opinion No. 1934, directed to the Ohio State Archaeological and Historical Society under date of June 2, 1930. The deed here under consideration contains a complete statement of the full consideration for the sale and conveyance of the above described property by Cora M. Artrip and husband to the State of Ohio, and from said deed it appears that besides the sum of \$1700.00 in money which was paid to said Cora M. Artrip for said property, which consideration was recited in the former deed above referred to, the State of Ohio is to pay to one Carrie Moore the sum of \$500.00 for a certain lot heretofore owned by Carrie Moore which she is to convey to said Cora M. Artrip free and clear of any cost and expense to said Cora M. Artrip.