

is attached. In other words, the proviso will be so restricted in the absence of anything in its terms, or the subject it deals with, evidencing an intention to give it a broader effect. It is not an arbitrary rule to be enforced at all events, but is based on the presumption that the meaning of the law-maker is thereby reached."

It has been held that where a proviso has been added to a section by amendment it will be applied to that section only, unless the contrary intent is very plain. *DeGraff vs. Went*, 164 Ill. 485.

There is little, if anything, in the language of this statute to indicate the intention of the lawmakers either one way or the other, except perhaps the title of the act and the application of the rule of construction stated above, which the author says is not an arbitrary rule to be enforced at all events.

The title of the act, House Bill No. 343, reads:

"An Act to amend Section 4696 of the General Code, relative to a time limit on the transfer of certain school property."

The fact that the lawmakers stated in the title of this act that the amendment related to a time limit on the transfer of *certain* school property indicates that it was not intended to apply to all transfers of school property.

I am of the opinion, therefore, that the proviso or exception added to Section 4696, General Code, by amendment in House Bill No. 343 of the 88th General Assembly, relates to the subject matter immediately preceding it in the same section, and therefore relates only to transfers of school territory authorized by said Section 4696, General Code.

Respectfully,

GILBERT BETTMAN,
Attorney General.

1640.

APPROVAL, CONTRACT FOR ELIMINATION OF GRADE CROSSING
WEST OF TOLEDO, LUCAS COUNTY—NEW YORK CENTRAL AND
TOLEDO, ANGOLA & WESTERN RAILWAY COMPANIES.

COLUMBUS, OHIO, March 20, 1930.

HON. ROBERT N. WAID, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—I am in receipt of your letter under date of March 13, 1930, submitting for my approval a copy of a proposed agreement between the Director of Highways and Lucas County, and the New York Central Railroad Co., and the Toledo Angola and Western Railway Co., covering the elimination of the grade crossing over the tracks of said railway companies on State (Inter-County) Highway No. 21 at a point about four miles west of the City of Toledo in Lucas County.

I have carefully examined said proposed contract and find it correct in form and legal. I am, therefore, returning the same to you with my approval indorsed thereon.

Respectfully,

GILBERT BETTMAN,
Attorney General.