

the disease. It is possible, of course, that by inadvertence, the legislature failed to amend section 3139, although such argument could not be used if that section were under consideration.

However, section 3143 in clear and definite terms provides that the county commissioners may contract with the officers of a municipality for the care and treatment of inmates who are suffering from tuberculosis. The word "tuberculosis" has been defined by Webster as follows :

"A disease accompanied by the formation of some tubercles in the tissues."

It is fair to assume that the legislature intended the common and ordinary meaning of the language which was used. Having omitted from the section in its amendment the word "pulmonary," it would seem conclusive that it was not intended to limit such relief to the original form. Furthermore, from the standpoint of policy and humanitarian interests, it would seem that relief from such a disease in any of its forms should be the object of government.

You are therefore advised that under section 3143 of the General Code, the commissioners of a county may contract with a city, maintaining a hospital for tuberculosis, for the care and treatment of the inmates of the county infirmary or other residents of the county who are suffering from tuberculosis other than pulmonary.

Respectfully,  
C. C. CRABBE,  
*Attorney General.*

3828.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE PENNSYLVANIA RAILROAD COMPANY, COVERING CONSTRUCTION OF GRADE SEPARATION PROJECT OF INTER-COUNTY HIGHWAY NO. 347, HANOVER TOWNSHIP, LICKING COUNTY, OHIO, AT COST OF \$55,000.00 (TO BE DIVIDED BETWEEN R. R. CO., STATE AND COUNTY.)

COLUMBUS, OHIO, November 22, 1926.

HON. G. F. SCHLESINGER, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—Receipt is acknowledged of your communication of November 18, 1926, in which you transmit in duplicate, for my approval, a contract which you propose to execute on behalf of the State of Ohio, and with The Pennsylvania Railroad Company, covering the construction of a grade separation project on inter-county highway No. 347, Hanover township, Licking county, Ohio, and two miles west of Black Run.

It is noted that the estimated cost and expense of the proposed project is \$55,000.00, which is to be borne by the railroad company contributing 50 per cent, the State of Ohio 25 per cent, and Licking county 25 percent. Your file discloses that on July 21, 1926, the county auditor of Licking county certified the availability of county funds in the sum of \$13,750.00, and that on the same date the county commissioners of Licking county, by resolution duly adopted, appropriated said amount to cover the county's proportion of the costs and expenses. Your file further shows that on November 17, 1926, Hon. Wilber E. Baker, Director of Finance of the State of Ohio, certified the availability of state funds in the sum of \$13,750.00.

I have examined the contract and find the same correct in form, and legal, and I approve the same as to its legality and form, and have accordingly endorsed my approval upon the duplicate copies of the contract under even date, herewith.

Respectfully,  
C. C. CRABBE,  
*Attorney General.*

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3829.

ABSTRACT, STATUS OF TITLE TO 166.15 ACRES OF LAND IN EAST UNION TOWNSHIP, WAYNE COUNTY, BEING THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 16, RANGE 12, TO BE USED FOR ADDITIONAL INSTITUTION FOR THE FEEBLE MINDED IN NORTHERN OHIO.

COLUMBUS, OHIO, November 22, 1926.

HON. JOHN E. HARPER, *Director, Department of Public Welfare, Columbus, Ohio.*

DEAR SIR:—Examination of an abstract, warranty deed and other data submitted for my examination and approval, discloses the following:

The abstract as submitted was prepared by the Wayne County Abstract Company of Wooster, Ohio, and is certified under date of November 4, 1926, and pertains to 166.15 acres in East Union township, Wayne county, to be used as part of the site for an additional institution for the Feeble Minded in Northern Ohio, and which real estate is more particularly bounded and described as follows:

Situated in the township of East Union, county of Wayne, state of Ohio, known as the northeast quarter of section 21, township 16, range 12, containing 166.15 acres.

On page 19 of the Abstract, item No. 17, is an uncanceled oil and gas lease executed and delivered by F. E. Brown and L. C. Brown to The Inter State Oil Company, which lease is dated April 20, 1904, and which was recorded August 8, 1904, in Wayne county, Ohio, Lease Records, Vol. 7, page 95. George N. Coffey, secretary of The Wayne County Abstract Company advises me that he has been advised by the secretary of state of Ohio that The Inter State Oil Company is no longer in existence. The affidavit of George C. Bidle and Lulu Bidle submitted herewith to the effect that they know nothing about said lease; that no claims or demands have been made on them by virtue thereof, that no well was completed under said lease, and that during their occupancy of said premises, which has been since April 17, 1908, to date, no rentals have been paid on said lease, shows the conditions of said lease to have been violated by the lessee thus rendering the same null and void.

In view of the above explanation, I am of the opinion that said Abstract shows a good and merchantable title to said premises in said George C. Bidle and Lulu Bidle.

A warranty deed from George C. Bidle and wife, Lulu Bidle, to the State of Ohio is submitted herewith and is in my opinion sufficient to convey the title of said premises to the State of Ohio.

There is also submitted herewith an assignment by the grantors in said deed to the State of Ohio of an oil and gas lease now held by The Logan Gas Company, shown on page 31 of the abstract, item No. 29, and which the State in its contract of purchase has agreed to assume.