

oath to be administered. Of course, said oath may be given separately, and while the bond no doubt is sufficient, it would simplify matters if the same were executed on the regular state form.

Your attention is further directed to the fact that there is not attached to said bond a power of attorney or other data showing that the attorney in fact, had authority to execute said bond.

While as hereinbefore stated, said bond is in sufficient legal form, it should not be approved and accepted by you until such time as evidence has been furnished indicating that the attorney in fact, was authorized to execute the same on behalf of the surety.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1570.

APPROVAL, SUPPLEMENTAL AGREEMENT FOR ELIMINATION OF
GRADE CROSSING OVER B. & O. R. R. IN BUTLER COUNTY, OHIO.

COLUMBUS, OHIO, February 28, 1930.

In re: Butler County, S. H. No. 43—B. & O. Grade separation at Schencks.

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

DEAR SIR:—On February 7, 1930, I received a letter from your department bearing date of January 24, 1930, submitting for my approval as to form, a supplemental agreement proposed to be executed on behalf of the State of Ohio with the Baltimore & Ohio Railroad Company, adopting and ratifying all proceedings instituted for the improvement under Sections 6956-22, et seq., of the General Code, in reference to the elimination of the grade crossing on S. H. No. 43 in Butler County, where the B. & O. Railroad Company's tracks cross the highway at grade, at Schencks, on which it is proposed to again start, under the provisions of Section 1229, General Code.

I have carefully examined said proposed supplemental agreement, and hereby approve the same as to form.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1571.

APPROVAL, CONTRACT FOR ELIMINATION OF GRADE CROSSING IN
NEWCOMERSTOWN, TUSCARAWAS COUNTY, OHIO.

COLUMBUS, OHIO, February 28, 1930.

In re: Grade Crossing Elimination—S. H. No. 415—Penna. Ry. Company, lessee, operating P. C. C. & St. L. Ry.—Tuscarawas County, Ohio.

DEAR SIR:—This will acknowledge receipt of your letter under date of January 30, 1930, submitting for my approval as to form, a proposed agreement with the

Pennsylvania Railroad Company, as lessee of the P. C. C. & St. L. R. R. Company, for the elimination of the grade crossing over the tracks of the Pennsylvania Railroad on S. H. (I. C. H.) No. 415, located at a point on Pilling Street, in Newcomerstown, Ohio.

I have carefully examined said proposed contract and find it legal in form, and hereby approve the same.

Respectfully,
GILBERT BETTMAN,
Attorney General.

1572.

MUNICIPAL COURT OF CLEVELAND—PAYMENT OF PREMIUM FROM PUBLIC MONIES, FOR ROBBERY INSURANCE TO PROTECT FUNDS IN BALIFF'S CUSTODY UNAUTHORIZED.

SYLLABUS:

Inasmuch as the Legislature has, by Section 1579-45, General Code, provided the means whereby the public is fully protected against any loss that might arise by reason of the robbery of the baliff of the Municipal Court of the city of Cleveland, Ohio, to-wit; by requiring the said baliff to give a bond, the premiums on which, if a surety bond is given, are paid from public funds, the said Municipal Court of the city of Cleveland is not authorized to procure robbery insurance at public expense for the protection of funds in the custody of the said bailiff.

COLUMBUS, OHIO, February 28, 1930.

Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.

GENTLEMEN:—This will acknowledge receipt of your request for my opinion in answer to the following question:

“May premiums for robbery insurance covering funds in the custody of the bailiff of the Cleveland Municipal Court, be legally paid from the General Fund of the city of Cleveland?”

Enclosed with your inquiry are copies of the bond given by the bailiff of the Municipal Court of Cleveland, dated February 1, 1918, and a bond given by him to replace the former bond, on May 17, 1929.

You also enclose a letter from the Chief Justice of the Municipal Court of Cleveland, addressed to the Attorney General which letter reads as follows:

“As you know, the bailiff of this court is daily collecting large sums of money on executions, attachments, judicial sales, etc. This money is handled through a cashier who makes daily deposits in the Cleveland Trust Company. The distance from the City Hall to the bank is about one-half mile. The cashier sometimes has in his possession several thousand dollars in currency and checks. In these days of specialized hold-ups and robberies, there is, of course, considerable risk involved, and we thought it prudent to take out hold-up and robbery insurance. The state examiner, Mr. Heck, has ruled that we have no authority to take out this kind of insurance and pay the premiums out of our appropriation.