

transferred petition for such transfer the county board of education must make the transfer.

There are no provisions of law by which the transfer of territory from one village or rural school district to another district of the same class within the same county school district must be made upon petition of the residents of the territory to be transferred. You are therefore advised in answer to your question that under no circumstances are county boards of education charged with the mandatory duty of transferring territory from one village or rural school district to another village or rural school district within the same county school district as authorized by Section 4692, General Code, even though a petition be filed therefor signed by seventy-five per cent of the electors residing within the territory sought to be transferred.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*

677.

DISAPPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND THE RICE-JONES COMPANY, CLEVELAND, OHIO, FOR CONSTRUCTION OF CONCRETE DAM ACROSS THE TUSCARAWAS RIVER AT LONG LAKE NEAR AKRON, SUMMIT COUNTY, OHIO, AT AN EXPENDITURE OF \$10,676.04—SURETY BOND EXECUTED BY THE LONDON AND LANCASHIRE INDEMNITY COMPANY OF AMERICA.

COLUMBUS, OHIO, June 29, 1927.

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

DEAR SIR:—You have submitted for my approval a contract in triplicate between the State of Ohio, by George F. Schlesinger, Director of Highways and Public Works, and The Rice-Jones Company, of Cleveland, Ohio. This contract covers the construction and completion of a reinforced concrete dam across the Tuscarawas River at Long Lake near Akron, Summit County, Ohio, and calls for an expenditure of ten thousand, six hundred and seventy-six and 4/100 dollars (\$10,676.04).

You have also submitted a certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. There has further been submitted a contract bond upon which The London and Lancashire Indemnity Company of America appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, and bids tabulated as required by law. Also it appears that the laws relating to the workmen's compensation have been complied with.

While there appears to have been a publication of a notice to contractors of the time and place when and where bids will be received for this project, which notice appears to have been approved by the Director of Highways and Public Works and published in the Akron Beacon-Journal and the Akron Times Press on April 22, 29, May 6, and May 13, 1927, there is no proof of publication among the papers submitted. It also appears, as stated above, that the bids were tabu-

lated as required by law, but a copy of the proceedings awarding the contract is not among the papers submitted.

An examination of the contract further reveals that there is no time mentioned in said contract when the work contemplated therein shall be completed, and further there is no provision as to a penalty for each day that the contract is delayed beyond the time fixed for its completion.

Section 2331, General Code, provides:

"All contracts under the provisions of this chapter shall contain provisions in regard to the time when the whole or any specified portion of work contemplated therein shall be completed and that for each and every day it shall be delayed beyond the time so named the contractor shall forfeit and pay to the state a sum to be fixed in the contract, which shall be deducted from any payment or payments due or to become due the contractor."

For the reasons above stated I am returning herewith to you the contract, together with all other data submitted in this connection without my approval endorsed thereon.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*

678.

APPROPRIATION FOR INVESTIGATION OF RATES OF OHIO BELL  
TELEPHONE COMPANY—MAY BE ENCUMBERED BY CONTRACT  
—LIABILITY INCURRED SUBSEQUENT TO JUNE 30, 1927.

*SYLLABUS:*

1. *Contracts to prepare an appraisal of the property of The Ohio Bell Telephone Company; to prepare proper studies and reports of operating expenses and other allied questions incident to determination of rates by the Public Utilities Commission; to prepare analyses of evidence already before said Commission; and to place same in evidence before the Commission and Courts, create a present liability of the state to pay the contract price therefor, and are not "liabilities incurred subsequent to June 30, 1927," as that language is used in Am. S. B. 293, filed May 11, 1927.*

2. *If there is a balance in the appropriation pursuant to which such obligation is required to be paid, not otherwise obligated to pay precedent obligations, the Director of Finance may so certify, and may sign encumbrance estimates encumbering such balance for the purpose of paying the price fixed by the contracts for the services therein specified.*

COLUMBUS, OHIO, June 30, 1927.

HON. WILBUR E. BAKER, *Director of Finance, Columbus, Ohio.*

DEAR SIR:—Your letter of June 29, 1927, requests my opinion on the following facts: