

906.

APPROVAL, BONDS OF CALEDONIA VILLAGE SCHOOL DISTRICT,  
MARION COUNTY, \$8,454.62, TO FUND CERTAIN INDEBTEDNESS.

COLUMBUS, OHIO, November 16, 1923.

*Department of Industrial Relations, Industrial Commission of Ohio, Columbus, Ohio.*

907.

DIRECTOR OF HIGHWAYS—NO AUTHORITY TO CANCEL OR ABANDON CONTRACT ENTERED INTO IN PURSUANCE OF STATE AID PLAN IN CARRYING OUT HIGHWAY IMPROVEMENTS—WHETHER OR NOT A DELAY IN EXECUTION OF CONTRACT IS UNREASONABLE IS QUESTION OF FACT.

COLUMBUS, OHIO, November 19, 1923.

*SYLLABUS:*

1. *The statutes of Ohio do not confer authority upon the Director of Highways and Public Works, or any other executive officer of the state, to cancel or abandon a contract entered into by the Director of Highways and Public Works, in pursuance of the state aid plan in carrying out highway improvements.*

2. *A contractor who bids at a letting of the Director of Highways and Public Works for the construction of a road improvement has a right to assume that, if awarded the contract, under his bid, he will within a reasonable time be permitted to begin the work and to carry it to completion without undue delays and hindrances over which he has no control.*

3. *Whether or not a delay in the execution of a contract is an unreasonable delay is, as a general rule, a question of fact, dependent upon all the facts and circumstances surrounding and affecting the particular transaction.*

4. *One possessing the right to rescind a contract on the ground that there has been an unreasonable delay in the execution of such contract, is required to exercise his right within a reasonable time after discovering the facts justifying rescission.*

5. *In a case where the award was made on February 17, 1923, and the execution of the contract is delayed until June 8, 1923, owing to the delay of the Director of Finance in certifying the funds, and the contractor has indulged in a vacillating or hesitating course of conduct and does not reject and rescind the contract until July 2, 1923, it cannot be held, as a matter of law, that such delay was unreasonable and justified a rescission of the contract, or that the delay was*