

liamentary law. Therefore, their proceedings must be liberally construed in order to get at the real meaning and intent of the body."

Instances where the reconsideration of motions to employ teachers and superintendents of schools at the same meeting of a board of education, or an adjourned session thereof, have been upheld by the courts will be found in the following cases: *Board of Education vs. McFadden*, 6 O. N. P., 227; *Reed vs. Barton*, 176 Mass., 473, 57 N. E., 961; *Wood vs. Cutter*, 138 Mass., 149.

The only other question involved in your inquiry is whether or not any rights had vested in or on behalf of the person whose employment as a teacher was involved before reconsideration was had of the original motion to employ him as a teacher by reason of the notification given to him of the action taken by one of the members of the board. This notification was unofficial and entirely unauthorized. The statute, Section 7699, General Code, provides that notification, in cases of this kind shall be made by the clerk of the board of education, and until that notification is given and it is accepted by the person whose employment is involved no contract exists. Even notification by the clerk of a board of education can not be given and regarded as official until he is duly authorized to communicate the notification. In the light of the opinion of my predecessor which is referred to above, even the clerk would not be authorized to officially notify a person whose employment was being considered by a board of education that he had been so employed until the meeting at which a motion had been made to employ him had finally adjourned, as all such motions are subject to the implied condition that they may be reconsidered at the same meeting or an adjourned session thereof.

I am therefore of the opinion, in specific answer to your question that under the facts stated by you, the person in question has not been employed by the board of education to which you have referred, and that he does not, by reason of the proceedings taken, have a legal and enforceable contract to teach in the schools of the district.

Respectfully,

JOHN W. BRICKER,
Attorney General.

2947.

APPROVAL, CONTRACT BETWEEN THE STATE OF OHIO AND THE WEISS HEATING AND PLUMBING COMPANY OF CLEVELAND, OHIO, FOR THE CONSTRUCTION AND COMPLETION OF HEATING CONTRACT AT BROADCASTING STATION AND BARRACKS FOR STATE HIGHWAY PATROL, MASSILLON, OHIO, AT AN EXPENDITURE OF \$2,266 00, CONTRACT BOND EXECUTED BY HARTFORD ACCIDENT AND INDEMNITY COMPANY.

COLUMBUS, OHIO, July 21, 1934.

HON. T. S. BRINDLE, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval, a contract between the State of Ohio, acting by the Department of Public Works, for the Department

of Highways, and the Weiss Heating and Plumbing Company of Cleveland, Ohio. This contract covers the construction and completion of Heating Contract for a project known as Broadcasting Station and Barracks for the State Highway Patrol, Massillon, Ohio, in accordance with Item No. 3 and Item No. 9 (Alt. H-1) of the Form of Proposal dated July 2, 1934. Said contract calls for an expenditure of two thousand two hundred and sixty-six dollars (\$2,266.00).

You have submitted the 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. You have also submitted a certificate of the controlling board, showing that said board has released funds for this project, in accordance with section 8 of House Bill No. 699 of the 90th General Assembly, regular session.

In addition, you have submitted a contract bond upon which the Hartford Accident and Indemnity Company appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the workmen's compensation have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon, and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,

JOHN W. BRICKER,
Attorney General.

2948.

APPROVAL, NOTES, GOSHEN TOWNSHIP RURAL SCHOOL DISTRICT,
AUGLAIZE COUNTY, OHIO—\$1,900.00.

COLUMBUS, OHIO, July 21, 1934.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

2949.

APPROVAL, NOTES, GRANDVIEW HEIGHTS CITY SCHOOL DISTRICT,
FRANKLIN COUNTY, OHIO—\$25,000.00.

COLUMBUS, OHIO, July 21, 1934.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.