

furnished. Therefore, it is possible to conceive that technically the contractor under consideration might have had a claim against the state for the services rendered. However, his acceptance of the attempted cancellation would release any claim that he might have under the contract.

In view of the foregoing citations and discussions it is the opinion of this department that if the contract under consideration was impossible of performance and the contractor was not at fault and the well in question was destroyed, the obligations of the contractor were terminated and excused. It is my further opinion that the contractor in his acceptance of the proposed cancellation of the contract has released the state from any possible obligations under said contract. This, of course, necessarily results in the conclusion that the fund originally certified available for this purpose is in nowise encumbered or obligated on account of said contract.

Respectfully,

C. C. CRABBE,
Attorney General.

280.

APPROVAL, BONDS OF VILLAGE OF EUCLID, CUYAHOGA COUNTY,
\$1,400, IN ANTICIPATION OF COLLECTION OF SPECIAL ASSES-
MENTS FOR SEWER AND WATER CURB CONNECTIONS.

COLUMBUS, OHIO, April 30, 1923.

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

281.

APPROVAL, BONDS OF GRANVILLE VILLAGE SCHOOL DISTRICT,
LICKING COUNTY, \$35,875.00, TO SECURE ADDITIONAL FUNDS TO
COMPLETE ERECTION OF HIGH SCHOOL BUILDING.

COLUMBUS, OHIO, April 30, 1923.

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