Furthermore, it has been held that when the delay is unreasonable a governmental agency is liable for damages even though the contract may prohibit such liability.

People v. Craig (1921 New York), 133 N. E. 419; 135 A. L. R. 1265; 76 A. L. R. 268.

The addendum states that the city of Alexandria will furnish fill dirt. Under no construction of the contract could the contractor or the sub-contractor be deemed to guarantee the actions of the city of Alexandria. That it was the city of Alexandria and not the State, that was to supply the fill is a matter between the state and the city and is completely collateral to the relationship between the state and the contractor.

Whether or not the sum specified by Mr. Mitchell is reasonable is a question of fact, the determination of which is not within the scope of this office. However, inasmuch as claims against the state, based on contract express or implied, may be the subject of suits in the Court of Claims, it is my opinion that the State of Indiana is liable to the J. I. Barnes Construction Company and thus indirectly to Mr. G. E. Mitchell for damages suffered as a result of the delay in providing fill at the site of the Armory in Alexandria, Indiana.

OFFICIAL OPINION NO. 22

March 16, 1951.

Mr. F. W. Quackenbush,
State Chemist,
Purdue University,
Agricultural Experiment Station,
Lafayette, Indiana.

Dear Sir:

Your letter of March 15, 1951, supplementing your request of January 18, 1951, has been received, in which you request an official opinion as to whether or not you can legally print new State Chemist labels to replace some 100,000 issued to the Ellis Chemical Company, providing a charge is made by you for the cost of printing, shipping and counting the old
labels. It appears the Ellis Chemical Company has sold its manufacturing plant to the Indiana Farm Bureau and these old tags cannot be used, as the new fertilizer analysis will be higher than that represented by the stock of tags on hand.

Under the reasoning and authority as contained in official opinions of the Attorney General of Indiana dated May 7, 1943, page 277; Official Opinion No. 76 dated August 4, 1949, page 288; and Official Opinion No. 11, dated February 9, 1951, issued to you, it is my opinion that such exchange of labels may lawfully be made in accordance with the rules and regulations of the State Chemist and at no expense to the State of Indiana.

OFFICIAL OPINION NO. 23

March 19, 1951.

Honorable Roscoe Hollingsworth,
State Senator,
1024 N. East St.,
Lebanon, Indiana.

Dear Senator:

This is in reply to your letter of recent date in which you request my opinion on the following question:

“What is the present law governing the maximum salaries of deputy county surveyors?”

Section 1 of Chapter 263 of the Acts of 1937, same being Burns’ 49-3830, provided for the appointment of deputy surveyors and provided that their salary should be not more than $200 per month.

The basic statute as to salaries of county officers was first enacted by the legislature in 1933 and thereafter amended in 1935 and again in 1943. This statute listed the officers to which it applied and did not include the county surveyor.

However, in 1945 the legislature passed two acts seeking to amend this statute. These acts are Chapters 92 and 172 of the Acts of 1945. Both of them sought to amend the same section of the same statute. Chapter 172 contained an emergency clause and became effective on March 6, 1945. Chapter