

maker or acceptor of paper, but, also, with the use of the conjunctive "and" the liability of the "indorser", "drawer", or "guarantor".

Since the language used is clearly inclusive I can arrive at only one conclusion; that the 10% limitation is applicable to the sum, total or aggregate of any and all "obligations" of any person, firm or corporation, provided the obligations are within the statutory definition of that term, and are not subject to specific exceptions.

OFFICIAL OPINION NO. 5

March 18, 1947.

Hon. Clarence E. Ruston,
State Examiner,
State Board of Accounts,
Room 304, State House,
Indianapolis, Indiana.

Dear Sir:

Your letter of March 11, 1947, received requesting an opinion on the following questions:

"(1). The City of Salem has recently passed an ordinance enlarging its corporate limits and a remonstrance has been filed in the Circuit Court against this ordinance. Pending this appeal are the property owners of the territory being annexed entitled to fire protection from the City?

"(2). Are residents living in that part of the territory sought to be so annexed to the City, entitled to vote in the coming city election?"

Section 48-702 Burns' 1945 Supplement, same being Section 1, Chapter 153, Acts 1935, is the general statute authorizing remonstrance against, and appeal from, the ordinance of a city annexing territory. This statute provides in part as follows:

"* * * Pending such appeal, and during the time within which such appeal may be taken, such

territory sought to be annexed shall not be deemed a part of the annexing city. * * **

Under the foregoing statute, pending such appeal, the territory sought to be annexed to such city is not deemed to be a part of the annexing city. Therefore, the property owners within such territory would not be entitled to fire protection from the city, or to vote in any city election held in such city, pending such appeal.

OFFICIAL OPINION NO. 6

March 20, 1947.

Hon. C. C. Clifton,
Director of State Printing,
State House Annex,
Indianapolis, Indiana.

Dear Mr. Clifton:

I have before me your request for an official opinion upon the following question:

“The members of the Board of Public Printing have requested that we ask you for an official opinion as to whether they have the authority under their contract with the Wm. B. Burford Printing Company to grant increases as requested by that Company on the items listed on the enclosed sheets.

“The Company justifies its request for these increases under Sections 35 to 40 inclusive in the General Requirements of the enclosed price list and contract.”

In an official opinion issued by this office on June 25, 1946 (No. 63) the matter of the validity of provisions in public contracts providing for an increase or decrease in the price of the work to be performed, commonly called “escalator clauses”, was discussed at length. It was held in this opinion that escalator clauses in public contracts may be valid under certain conditions.