

of Section 2288-2, General Code, and upon the considerations above noted this lease is hereby approved and the same is returned to you.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

371.

APPROVAL—CORRECTED LEASE OF OFFICE SPACE FOR USE BY THE DIVISION OF AID FOR THE AGED, DEPARTMENT OF PUBLIC WELFARE—THE ASHLAND BUILDING AND LOAN COMPANY OF ASHLAND, OHIO.

COLUMBUS, OHIO, March 30, 1937.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval a certain lease instrument executed by and between The Ashland Building and Loan Company of the city of Ashland, Ohio, as lessor, and the State of Ohio, acting through you as Director of Public Works, as lessee, in and by which there is leased and demised to the lessee above named certain premises which are therein described as follows:

Situated in the city of Ashland, county of Ashland, and State of Ohio, and known and described as follows: Being the middle and rear room of the second floor of The Ashland Building and Loan Company's Building, located at No. 122 West Main Street in the city of Ashland, Ohio.

This lease, which is one for a term commencing March 15, 1937, and ending December 31, 1938, and which provides for a monthly rental for said premises of \$20.00 payable on the 15th day of each month during the term of the lease, is for the use of the Division of Aid for the Aged in the Department of Public Welfare; although, in that connection, it is noted that there is an erroneous recital that said Division is in the Department of Public Works.

The lease has been properly executed by said lessor, acting by the hands of its Vice President and Secretary, and has been accepted in proper form by you as Director of the Department of Public

Works, acting for and in the name of the State of Ohio. Save for the erroneous recital above referred to, this lease is in proper form so far as its provisions go, although as to this it is noted that there is no provision in the lease requiring said lessor to furnish light, heat or janitor service in and on said premises. Assuming that these services on the part of the lessor are desired by the lessee for the use for which said premises are intended, it is suggested that provisions to this end be incorporated in the lease. Otherwise the lease is approved as to execution and form.

Contract encumbrance record No. 10, which accompanies this lease, is for the sum of \$30.00 and covers the rental on this property from the effective date thereof on March 15, 1937, to April 30, 1937. This contract encumbrance record has been properly executed and is in proper form.

Subject to the exceptions above noted, the lease is approved and the same, together with said contract encumbrance record, is herewith returned.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

372.

MILEAGE—MEMBERS OF GENERAL ASSEMBLY—COMPENSATION RATE FIXED AT \$.03 PER MILE—COMPENSATION CANNOT BE CHANGED.

SYLLABUS:

1. *Mileage of the members of the present General Assembly is properly based upon the passenger rate fixed by the Interstate Commerce Commission February 28, 1936, namely 2 cents per mile for coach travel and 3 cents per mile for pullman car travel, but inasmuch as it is not only impracticable but impossible to apply both rates, and it being conceded that mileage is in fact and law compensation and not expense, it is my opinion that 3 cents per mile is a proper and legal standard for such mileage.*

2. *The mileage provided for in Amended Section 50, General Code of Ohio, is neither an allowance nor a perquisite, but is a constituent part of the member's compensation as contemplated by Section 31 of Article II of the Constitution of Ohio, which shall not be changed during the term of the member.*