education in the transaction of official business, *and not such as may be contemplated privately in the transportation of the employes and officials designated, to or from their homes to their places of assigned duties, as a matter of personal advantage and convenience."*

<div style="text-align:center">(Italics the writer's)</div>

A consideration of the decisions relative to this question leads me to believe that the 1921 opinion above quoted is correct as a matter of law.

An ordinary contract of employment necessarily requires that the employe present himself at the place of employment in order to perform the work or duties imposed by the contract. To hold that the employment gives rise to an obligation on the part of the employer to transport the employe to and from work would be an unwarranted extension of the terms of the contract of employment.

In specific answer to your inquiry, it is my opinion that a board of education may not pay mileage to its employes for the use of their privately owned cars from their homes to the office or school or from the school or office to their homes.

<div style="text-align:right">

Respectfully,

GILBERT BETTMAN,

Attorney General.

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2921.

APPROVAL, CONTRACT FOR ROAD IMPROVEMENT IN WOOD COUNTY, OHIO.

<div style="text-align:right">COLUMBUS, OHIO, February 6, 1931.</div>

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

2922.

APPROVAL, AGREEMENT BETWEEN THE STATE OF OHIO AND THE PENNSYLVANIA RAILROAD COMPANY FOR RECONSTRUCTION OF UNDERPASS NEAR CALDWELL, NOBLE COUNTY, OHIO.

<div style="text-align:right">COLUMBUS, OHIO, February 6, 1931.</div>

HON. O. W. MERRELL, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a proposed agreement between the State of Ohio and the Pennsylvania Railroad Company relative to the reconstruction of an underpass on S. H. No. 353, north of Caldwell, in Noble County, Ohio.

After examination it is my opinion that said proposed agreement is in proper legal form, and when executed by both parties, will constitute a binding contract. Said proposed agreement is being returned herewith.

<div style="text-align:right">

Respectfully,

GILBERT BETTMAN,

Attorney General.

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