

"officers" within the meaning of the constitutional provision herein quoted, it becomes necessary to determine whether or not the compensation provided in Section 4785-28, supra, is "salary" as contemplated in this section of the Constitution. The foregoing opinion quoted from the case of *Thompson, Realtor, vs. Phillips*, 12 O. S. 617, wherein the Supreme Court, after quoting the above section of the Ohio Constitution, held:

"It is manifest, from the change of expression in the two clauses of the section, that the word 'salary' was not used in a general sense, embracing any compensation fixed for an officer, but in its limited sense, of an annual or periodical payment for services—a payment dependent on the time, and not on the amount of the service rendered."

The opinion also cited the case of *Gobrecht vs. Cincinnati*, 51 O. S. 68, which held that where the compensation of a public officer is fixed by a provision that "each member of the board who is present during the entire session of any regular meeting, and not otherwise, shall be entitled to receive five dollars for his attendance", such compensation is not "salary" within the meaning of Section 20, Article II of the Constitution. After referring to the case of *Thompson vs. Phillips*, supra, the Supreme Court in the *Gobrecht* case said at pp. 72 and 73:

"We think the compensation in the case at bar comes within the principle of the case cited, although a per diem compensation. It is not, within the meaning of the section quoted, 'salary'. Hence, an increase in the pay of a member during his term, is not prohibited by the constitution."

I am clearly of the view that the *Gobrecht* case and the foregoing opinion are dispositive of the question raised in your communication, and therefore advise in specific answer to your question that in my opinion judges and clerks of elections heretofore appointed under Section 4853, General Code, in the year 1929, who will serve under such appointment at the August, 1930, primary, should be paid the compensation provided in Section 4785-28, General Code.

Respectfully,

GILBERT BETTMAN,
Attorney General.

2078.

DISAPPROVAL, LEASE IN QUADRUPPLICATE BETWEEN THE BROAD-THIRD REALTY COMPANY AND STATE OF OHIO FOR ROOMS IN ROWLANDS BUILDING, CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, July 9, 1930.

HON. A. T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge receipt of your recent communication submitting for my examination and approval a lease in quadruplicate between The Broad-Third Realty Company, a corporation, Columbus, Ohio, and yourself as Superintendent of Public Works for the State of Ohio. This lease grants to your department for the use of the Support Division, Department of Public Welfare, rooms in the Rowlands Building, 12 North Third Street, Columbus, Ohio, for office purposes.

After a careful examination of the lease, I find that the same is in proper legal form, with the following exceptions:

1. The manager who has signed the lease on behalf of The Broad-Third Realty Company, has not submitted a certificate of any kind to show his power to sign leases for the corporation. Either a by-law or a copy of minutes of a director's meeting giving him authority to act for the corporation should be submitted.

2. Paragraph 8 of the "Regulations referred to within" should be eliminated. In my opinions Nos. 1624 and 1683, addressed to you under dates of March 15 and March 27, 1930, I pointed out the reasons why very similar provisions to those appearing in said clause 8 should be stricken out. It is unnecessary to go into the subject exhaustively again. Suffice it to say that you have no authority to impose any liability upon the State of Ohio or any department thereof, or assume on behalf of the State or any department thereof any liability of the kind specified in said clause 8. I am enclosing copies of said opinions.

In view of the above objections, I am disapproving this lease at the present time, and am returning it, together with all papers submitted in connection therewith.

Respectfully,

GILBERT BETTMAN,

Attorney General.

2079.

APPROVAL, ABSTRACT OF TITLE, WARRANTY DEED AND ENCUMBRANCE ESTIMATE RELATING TO PURCHASE OF LAND OF ANNA BINDER, CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO.

COLUMBUS, OHIO, July 9, 1930.

The State Office Building Commission, Columbus, Ohio.

GENTLEMEN:—There have been submitted for my examination and approval an abstract of title, warranty deed and encumbrance estimate No. 629 relating to the proposed purchase of a certain parcel of land owned of record by one Anna Binder, in the city of Columbus, Franklin County, Ohio, which is more particularly described as follows:

"Being the north one-half of eighty feet (N. $\frac{1}{2}$ of 80 ft.) off of the east end of fractional inlot number one hundred fourteen (114) Columbus, Ohio, of record in deed book 'F', page 332, Recorder's Office, Franklin County, Ohio."

Upon examination of said abstract of title, which is certified by the abstracter under date of June 25, 1930, and is corrected by additional information furnished and made a part of said abstract under date of July 8, 1930, I find that said Anna Binder has a good and indefeasible fee simple title to the above described property, subject to the encumbrance of certain tax and assessment liens which are here noted as exceptions to said title:

(1) The taxes on said property for the last half of the year 1929, amounting to the sum of \$222.52 and which are due and payable in June, 1930, appear from the abstract to be unpaid, and the same are a lien upon the property. The taxes on said property for the year 1930, the amount of which is as yet undetermined, are likewise a lien upon the property.

(2) There is a balance of \$48.24 of the assessment levied for the improvement of Front Street, remaining unpaid, and this assessment, to the extent of said balance, is a lien upon the property. There is likewise an assessment of \$162.74, including