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tion under the Mayor and City Council of Baltimore. In the case of Lyman vs. the Mayor and City Council of Baltimore, you will recollect, it was held that even Mr. Van Sickle, the Superintendent of Public Schools, was not a municipal official, and a sharp distinction was drawn by the Court of Appeals between officers and employees of the City Government.

2342 Nor do I think that Section 52 of Article 1 of the City Code has any application to the case. That ordinance was intended to restrict merely the granting of extra compensation to officers and employees of the City for real or supposed extraordinary services rendered by them in the ordinary discharge of the duties of their fixed offices and employments. The copying done by Mr. Weeks was done entirely apart from the discharge of his duties as an employee of this Department. The City, of course, is entitled to the full time of every City officer or employee in connection with the performance of the duties appurtenant to his office or employment, and I do not

2343 question, therefore, the policy of his being prohibited from receiving any extra compensation in that connection, or of the provision that the salary or compensation attached to the office or employment shall not be increased or diminished during the term for which he was elected, appointed or employed, but the copying work performed by Mr. Weeks was in no sense connected with his employment by this Department, nor can the amount of his bill for it in any sense be considered an increase of the salary paid him for his employment by this Office. The work was done and the bill became payable entirely outside of the scope of his duties as an employee of this Department, and moreover, as I have said, the work was done at times when it could not possibly conflict with the faithful discharge of his duties as an employee of this Department.

2344 The voucher was O.K'd by me because the Chairman of the Commission wanted my O. K. as an evidence of the legality of the employment. Hoping that with this explanation, you will honor the voucher, I remain,

Truly yours,

(Signed) W. Cabell Bruce.

City Solicitor.

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