

If a constable is authorized to charge separate mileage for each warrant where two or more warrants are served at the same time on the same trip, a constable who travels ten miles to serve a warrant and then serves another warrant on another person during the same journey would be allowed to claim expenses for travelling twenty miles. I do not believe that Section 3347 of the General Code, can be so construed. The Legislature has estimated the extent of the reimbursement and the mileage must be actually and not constructively earned.

It may be urged that if a constable is only entitled to mileage on one warrant, when he serves two during the same journey, it cannot be determined on which warrant the mileage should be allowed. Mileage attaches to either warrant, but not to both, and it is left to the discretion of the officer on which warrant he should claim mileage.

Specifically answering your inquiry, I am of the opinion that where a constable travels and serves two warrants at the same time, during the same journey, he is not entitled to charge separate mileage on each warrant, but only for the number of miles actually travelled in order to serve both warrants.

Respectfully,
GILBERT BETTMAN,
Attorney General.

503.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND GUSTAV HIRSCH, COLUMBUS, OHIO, FOR ELECTRICAL WORK FOR NEW WING TO LAUNDRY, INSTITUTION FOR FEEBLE-MINDED, ORIENT, OHIO, AT AN EXPENDITURE OF \$1,250.00—SURETY BOND EXECUTED BY THE GLOBE INDEMNITY COMPANY.

COLUMBUS, OHIO, June 11, 1929.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Superintendent of Public Works, for and on behalf of the Department of Public Welfare, and Gustav Hirsch, of Columbus, Ohio. This contract covers the construction and completion of electrical contract for new wing to laundry, Institution for Feeble-Minded, Orient, Ohio, and calls for an expenditure of one thousand two hundred and fifty dollars (\$1,250.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligation of the contract. There has also been submitted a contract bond upon which the Globe Indemnity Company appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the Workmen's Compensation Act have been complied with.

In this connection, it will be noted that the award was made prior to January 1, 1929, and that the original appropriation lapsed before such contract was approved by the Attorney General. However, it will be further noted that the 88th General Assembly, in Amended House Bill No. 203, reappropriated such funds and authorized

the expenditure of money for such purposes with the consent and approval of the Controlling Board, which has been obtained.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,
GILBERT BETTMAN,
Attorney General.

504.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE W. H. SPOHN PLUMBING COMPANY, COLUMBUS, OHIO, FOR PLUMBING FOR NEW WING TO LAUNDRY, INSTITUTION FOR FEEBLE-MINDED, ORIENT, OHIO, AT AN EXPENDITURE OF \$1,730.00—SURETY BOND EXECUTED BY THE GLOBE INDEMNITY COMPANY.

COLUMBUS, OHIO, June 11, 1929.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Superintendent of Public Works, for and on behalf of the Department of Public Welfare, and The W. H. Spohn Plumbing Company, of Columbus, Ohio. This contract covers the construction and completion of plumbing contract for new wing to laundry, Institution for Feeble-Minded, Orient, Ohio, and calls for an expenditure of one thousand seven hundred and thirty dollars. (\$1,730.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. There has also been submitted a contract bond upon which the Globe Indemnity Company appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the Workmen's Compensation Act have been complied with.

In this connection, it will be noted that the award was made prior to January 1, 1929, and that the original appropriation lapsed before such contract was approved by the Attorney General. However, it will be further noted that the 88th General Assembly, in Amended House Bill No. 203, reappropriated such funds and authorized the expenditure of money for such purposes with the consent and approval of the Controlling Board, which has been obtained.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,
GILBERT BETTMAN,
Attorney General.