

fees and mileage, when subpoenaed, even though he voluntarily reports. But when his attendance could not be compelled by compulsory process he cannot receive mileage, but when subpoenaed may receive one dollar for each day's attendance.

If a witness who is beyond the bounds of this state be subpoenaed at his place of residence in a foreign state such command would have no force or vitality. A subpoena issued from a court of this state does not have any extra-territorial operation; no obligatory force upon a witness, who is beyond the bounds of this state to obey the command therein contained.

You request advice as to the correct procedure in such a case. Your attention is called to Section 3004, General Code, which provides:

"There shall be allowed annually to the prosecuting attorney in addition to his salary and other allowance provided by Section 2914, an amount equal to one-half the official salary, to provide for expenses which may be incurred by him in the performance of his official duties and in the furtherance of justice, not otherwise provided for. \* \* \* "

The case that you present is an expense in furtherance of justice and may be properly paid by you out of said allowance.

In connection with the above discussion, your attention is directed to the fact that Section 13662, General Code, relates to courts of record; Section 13495, General Code, making provision for the attendance of witnesses before justices of the peace, police judges and mayors in misdemeanor and felony cases.

It is my opinion that in felony cases, when properly subpoenaed, a witness may receive mileage from his place of residence to the place of trial and return from anywhere in the state. But where a witness voluntarily reports to the court at the request of the prosecuting attorney and there receives a subpoena, under such circumstances he is entitled to his statutory mileage only when his attendance could have been required by compulsory process.

In the case that you present, there being no jurisdiction to compel attendance beyond the boundary lines of this state, a witness who is without the state and reports voluntarily is entitled to one dollar and no more.

As heretofore pointed out, I am of the opinion that you may properly pay the mileage of this witness from the funds in your hands under Section 3004 of the General Code, such expenditure being one in furtherance of justice.

Respectfully,

EDWARD C. TURNER.

*Attorney General.*

128.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND McCURREN BROTHERS, XENIA, OHIO, TO CONSTRUCT SEWER C. N. & I. DEPARTMENT, WILBERFORCE UNIVERSITY, WILBERFORCE, OHIO, \$40,875.00—SURETY BOND EXECUTED BY THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

COLUMBUS, OHIO, March 1, 1927.

HON. GEORGE F. SCHLESINGER, *Director of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State

of Ohio, acting by the Department of Highways and Public Works, for and on behalf of the Board of Trustees, C. N. & I. Department, Wilberforce University, and McCurran Brothers, of Xenia, Ohio. This contract covers the Combined General Contract for Sewage Disposal, C. N. & I. Department, Wilberforce University, Wilberforce, Ohio, and calls for an expenditure of forty thousand eight hundred and seventy-five dollars (\$40,875.00).

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 further been submitted a contract bond upon which the Fidelity and Deposit Company of Maryland 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 have been complied with.

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,  
EDWARD C. TURNER.  
*Attorney General.*

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129.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND WAYNE TANK AND PUMP COMPANY, FORT WAYNE, INDIANA, TO CONSTRUCT WATER SOFTENING PLANT, DAYTON STATE HOSPITAL, \$5,494.00—SURETY BOND EXECUTED BY THE NATIONAL SURETY COMPANY.

COLUMBUS, OHIO, February 28, 1927.

HON. JOHN E. HARPER, *Director, Department of Public Welfare, Columbus, Ohio:*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Welfare, and the Wayne Tank and Pump Company, Fort Wayne, Indiana. This contract covers the construction and completion of a Water softening Plant for the Dayton State Hospital, and calls for an expenditure of five thousand four hundred and ninety-four dollars (\$5,494.00).

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 further been submitted a contract bond upon which the National Surety 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 have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my