

116 O. S., 586; *American Guarantee Company vs. McNiece*, 111 O. S. 532. Also *Florio vs. Jersey City*, 129 Atl., 470.

In answer to your first inquiry, I am of the opinion that a fire department of a municipality, operating its equipment outside of the territorial limits of the municipality, in response to an appeal for aid, may not be held liable for damages that may result to persons or property caused from a collision in the operation of this equipment. However, a fireman may be personally liable for the consequences attendant upon his negligent acts.

Your second inquiry is as to whether or not members of a fire department, operating its equipment outside of the municipal corporation, are protected under the Workmen's Compensation Act, in the event the municipality has complied with the provisions of the law.

It is a well settled principle, as expressed in Vol. I of Honnold on Workmen's Compensation, paragraph 114, that if the employe, though outside of the sphere of his original employment, is obeying the specific instructions of his employer, he is within the course of his employment. In the situation above considered, therefore, it would seem that if an injury arises to an employe while operating the fire equipment outside of the municipality, he is still doing something incidental to his work, although it may not be strictly in line with his obligatory duty, which is to prevent and extinguish fire in the municipality.

It is my opinion, therefore, that if a member of the municipal fire department is injured while responding to a fire outside of the municipality, he is protected under the Workmen's Compensation Act.

An examination of a copy of the bulletin issued by the State Fire Marshal's office suggests but one change. In the second sentence of the second paragraph, which reads: "In a township department, members must be *approved* by the Board of Trustees and names on record with the township clerk," it is suggested, in view of the language contained in Opinion 1536, dated February 18, 1930, that the word "approved" be changed to "employed."

In view of the foregoing, it is my opinion:

1. A municipality is not liable for damages that may result to persons or property caused from a collision in the operation of fire equipment outside of the municipality. However, a fireman may be personally liable for consequences attendant upon his negligent acts.

2. If a member of the municipal fire department is injured while responding to a fire outside of the municipality, he may be compensated for such injuries under the provisions of the Workmen's Compensation Act.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3062.

APPROVAL, LEASE TO OHIO CANAL LAND IN WALNUT TOWNSHIP,
FAIRFIELD COUNTY, OHIO, FOR USE OF DIVISION OF CONSER-
VATION AS A FISH HATCHERY.

COLUMBUS, OHIO, March 18, 1931.

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

DEAR SIR:—You have submitted for my examination and approval a certain

canal land lease in triplicate, by which you as superintendent of public works and as director of said department have leased and demised to the division of conservation of the department of agriculture of the state of Ohio a certain parcel of abandoned Ohio Canal property in Walnut Township, Fairfield County, Ohio, for the purpose of being used by the division of conservation as a fish hatchery, and for the erection thereon of such buildings as may be necessary in connection with such fish hatchery.

The lease here in question, which is one for a stated term of fifteen years and for an annual rental of thirty dollars, has been properly executed and its provisions are in accordance with Sections 13965, et seq., and with the terms of the act providing for the abandonment of said Ohio Canal in said township and county.

Said lease is accordingly hereby approved by me as to legality and form, and my approval is endorsed upon said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3063.

APPROVAL, LEASE FOR RIGHT TO USE FOR AGRICULTURAL PURPOSES, MIAMI AND ERIE CANAL LAND IN WASHINGTON TOWNSHIP, SHELBY COUNTY, OHIO—MARGARET WEIMERT.

COLUMBUS, OHIO, March 18, 1931.

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

DEAR SIR:—You have submitted for my examination and approval a certain canal land lease in triplicate executed by you as superintendent of public works and as director of said department, to one Margaret Weimert of Houston, Ohio. By this lease there is leased and granted to said Margaret Weimert for a term of fifteen years the right to use and occupy for agricultural purposes a portion of the abandoned Miami and Erie Canal property located in Washington Township, Shelby County, Ohio, and being in the east half of the southwest quarter of section 2, township 9 east, range 5 east, and in the west half of the southeast quarter of said section 2. Said property is more particularly described by metes and bounds in said lease.

Upon examination of said lease, which is one calling for an annual rental of nine dollars, I find that the same has been properly executed and that the provisions of said lease are in conformity with the pertinent provisions of House Bill No. 162, passed by the 86th General Assembly, 111 O. L. 208, under the authority of which said lease is executed.

Said lease is accordingly approved by me as to legality and form, as is evidenced by my approval endorsed upon said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

GILBERT BETTMAN,
Attorney General.