

This latter language of the Supreme Court would seem to be dispositive of the present question. As before stated, it is my opinion that, when the sheriff or other officer authorized so to do calls a citizen to his assistance in an emergency, such act on the officer's part constitutes an "appointment". If an appointment were all that were necessary, this would make the citizen an employe within the meaning of the Workmen's Compensation Act, but the Supreme Court has categorically said that there must be not only an appointment but also an appointment *of hire*. This apparently was the basis of the court's conclusion that a juror is entitled to the benefits of the act and the lack of compensation constitutes the stumbling-block that prevents a conclusion that the person killed under the circumstances outlined in your inquiry can be classified as an employe.

In so concluding, I assume that no compensation or reward of any kind was paid or agreed to be paid to the deceased for the service performed, since your inquiry is silent on this point. If, in fact, compensation was in contemplation of the parties, then the opposite conclusion would be indicated.

In reaching the foregoing conclusion, I am not unmindful of the fact that the case is a close one and that there is no decision directly in point in this state. Precisely the opposite conclusion was reached in Wisconsin in the case of *Village of West Salem vs. Indus. Comm. of Wisc.*, 162 Wisc. 57; 155 N. W. 929. That case would be very persuasive here, were it not for the language of our Supreme Court in *Indus. Comm. vs. Rogers, supra*.

Specifically answering your question, I am of the opinion that when a person is called upon by the sheriff of a county to aid him in the execution of the criminal laws of the state, such a person, not being an appointee for hire, is not an employe of the county and therefore is not entitled to the benefits of the Workmen's Compensation Law.

Respectfully,

JOHN W. BRICKER,
Attorney General.

86.

APPROVAL, BOND FOR THE FAITHFUL PERFORMANCE OF HIS DUTIES AS ASSISTANT SUPERINTENDENT OF THE OHIO STATE BLIND SCHOOL—W. G. SCARBERRY.

COLUMBUS, OHIO, January 30, 1933.

HON. B. O. SKINNER, *Director of Education. Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a bond to guarantee the faithful performance of the duties of W. G. Scarberry, as Assistant Superintendent of the Ohio State Blind School. The bond, given by the Sun Indemnity Company of New York, is in the penal sum of \$10,000.00.

After an examination of said bond, I find the same to be in proper legal form. I am therefore endorsing my approval on said bond and returning it to you herewith.

Respectfully,

JOHN W. BRICKER,
Attorney General.