

captains of the various units, each captain, in turn, selecting a group to assist him in the operation of the various units, the members of each group being called "volunteers". When they are serving under these regulations they are in the service of the township under appointment or contract of hire, inasmuch as they receive a fixed amount or rate for their services.

The fact that the firemen under consideration are called "volunteers" is in no wise controlling. It is the substance of the regulations and provisions made by the township trustees that controls rather than the name by which the organization is known. In fact, these firemen are really part time employees of the township. They give their services to the township when needed in connection with a fire and receive a fixed rate of pay for the services rendered. This amounts to a contract of hire. The fact that the amount of pay which they may receive is very small, in many instances almost nominal, does not affect the consideration of the question. The contract of hire is none the less such a contract even though the pay for the services rendered is small.

The Workmen's Compensation Law is remedial, and it is a well established principle of law that remedial statutes must be liberally construed. That such construction applies to the Workmen's Compensation Act has frequently been decided by the various courts and by this department.

I am therefore of the opinion that the fire chief, the captains, and the men serving under them, as stated in the communication, are in the service of the township under appointment or contract of hire, and as such are eligible to the benefits of the Workmen's Compensation Law.

Respectfully,

GILBERT BETTMAN,

Attorney General.

938.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE HUFFMAN-WOLFE COMPANY, COLUMBUS, OHIO, FOR SPECIAL PLUMBING AND HOT WATER SUPPLY SYSTEM IN POWER HOUSE AND TUNNELS, INSTITUTION FOR FEEBLE-MINDED, APPLE CREEK, OHIO, AT AN EXPENDITURE OF \$7,098.00—SURETY BOND EXECUTED BY THE SEABOARD SURETY COMPANY.

COLUMBUS, OHIO, September 30, 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 Department of Public Works, for the Department of Public Welfare, and the Huffman-Wolfe Company, of Columbus, Ohio. This contract covers the construction and completion of contract for special plumbing and hot water supply system in power house and tunnels, Institution for Feeble-Minded, Apple Creek, Ohio, and calls for an expenditure of seven thousand and ninety-eight dollars (\$7,098.00).

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. You have also submitted evidence that the consent of the Controlling Board to the release of funds has been obtained in accordance with Section 4 of House Bill 203 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the Seaboard 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 approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,

GILBERT BETTMAN,
Attorney General.

939.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE HUFFMAN-WOLFE COMPANY, COLUMBUS, OHIO, FOR PLUMBING IN WORKSHOP, INSTITUTION FOR FEEBLE-MINDED, APPLE CREEK, OHIO, AT AN EXPENDITURE OF \$90.00—SURETY BOND EXECUTED BY THE SEABOARD SURETY COMPANY.

COLUMBUS, OHIO, September 30, 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 Department of Public Works, for the Department of Public Welfare, and the Huffman-Wolfe Company, of Columbus, Ohio. This contract covers the construction and completion of plumbing contract in workshop, Institution for Feeble Minded, Apple Creek, Ohio, and calls for an expenditure of ninety dollars (\$90.00).

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. You have also submitted evidence that the consent of the Controlling Board to the release of funds has been obtained in accordance with Section 4 of House Bill 203 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the Seaboard 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 approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,

GILBERT BETTMAN,
Attorney General.