

is agreed to transport the pupils, imports safe transportation, and the bond is conditioned on the faithful performance of the terms of the contract, thus protecting the pupils by the terms of the bond, it should be noted that the contractor and the driver of the conveyance may or may not be the same person. The statute provides that the *driver* shall give a bond.

It is therefore my opinion that:

(1) Teachers in the public schools may be employed to transport pupils to or from school; such teachers may also enter into a contract with the board of education for such purpose; if the teacher is employed for the purpose of transporting pupils under a contract of hire, such teacher would be an "employee" within the meaning of the Workmen's Compensation Law of Ohio, and the amount paid the teacher for transportation, less that part of the compensation which is paid for the use of the teacher's automobile, should be considered in determining the amount of premium to be paid by said board of education into the state insurance fund.

(2) When a person is employed by the board of education, or enters into a contract with such board, to transport pupils in a private automobile, and is the driver of the machine, such person should give a bond as required in Section 7731-3 of the General Code, and also obtain from the county board of education or superintendent of schools a certificate that he is eighteen years of age, of good moral character and qualified for such position, as required by said Section 7731-3.

(3) Parents who transport their own children to and from school by virtue of an arrangement made between said parents and the board of education, as provided in Section 7731-4 of the General Code, are not "employees" within the meaning of the Workmen's Compensation Law.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1843.

APPROVAL, LEASE TO OFFICE ROOMS IN THE GOURLEY & TRAUTMAN BUILDING, COLUMBUS, OHIO, FOR USE OF THE BUREAU OF MOTOR VEHICLES.

COLUMBUS, OHIO, March 13, 1928.

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

DEAR SIR:—You have submitted for my examination and opinion a lease, in triplicate, between the American Education Press, Inc., a corporation, of Columbus, Ohio, as lessor, and the State of Ohio, acting by and through R. T. Wida, Superintendent of Public Works of the State of Ohio, as lessee, for and on behalf of the Bureau of Motor Vehicles, for the entire second and third floors of the building known as The Gourley & Trautman Building, 50 South Third Street, Columbus, Ohio. Said lease is for a term of ten (10) years, beginning March 15, 1928, and calls for an annual rental in the sum of \$8,000.00 per year, payable in monthly installments of \$666.66 $\frac{2}{3}$. Said lease has been executed on the part of the lessor by its secretary, but has not as yet been executed by you on behalf of the State of Ohio; nor does it appear that said lease has been acknowledged by an officer of the lessor.

You have also submitted an encumbrance estimate bearing No. 3474, dated March 12, 1928, from which it appears that there are unencumbered balances legally appropriated in an amount sufficient to pay the rental for the period from March 15, 1928, to December 31, 1928, both inclusive.

You have also submitted evidence that on March 6, 1928, at a meeting of the Controlling Board, said board authorized transfers of \$35,000.00 from C-11 Badges to F-9 Rent and \$3,000.00 from C-11 License Plates to F-9 Rent.

Finding said lease, encumbrance estimate and action of Controlling Board in proper legal form, I hereby approve the same, subject to your execution of the lease on behalf of the State of Ohio and the acknowledging of said lease by an officer of the lessor.

I am returning the above mentioned lease to you, together with all the papers submitted in this connection.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1844.

APPROVAL, BONDS OF THE VILLAGE OF BEXLEY, FRANKLIN COUNTY
—\$128,950.00

COLUMBUS, OHIO, March 14, 1928.

Industrial Commission of Ohio, Columbus, Ohio.

1845.

INSURANCE—CONTRACT TO RENDER SPECIFIED SERVICES TO OWNERS OF AUTOMOBILES FOR DEFINITE PERIOD OF TIME AND FOR CERTAIN SPECIFIED SUMS—NOT INSURANCE CONTRACT.

SYLLABUS:

Where a company contracts to render specified services to the owner of automobile tires or other parts of an automobile, or for services connected therewith, for a given period of time and in consideration of a specified sum for the services when rendered, the contract is not one substantially amounting to insurance under the laws of Ohio.

COLUMBUS, OHIO, March 14, 1928.

HON. WILLIAM C. SAFFORD, *Superintendent of Insurance, Columbus, Ohio.*

DEAR SIR:—This will acknowledge receipt of your recent communication requesting my opinion as follows: