

Manda Evans, encumbrance estimate No. 76, including a copy thereof, and three photostat copies of deeds.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

1239.

BOARD OF EDUCATION—OTHER PUBLIC AGENCY—STATUTES IN FORCE AT TIME CONTRACT MADE—ENTER INTO AND BECOME PART OF CONTRACT—TRANSPORTATION—PUPILS—DUTY OF BOARD TO ADOPT AND ENFORCE TIME SCHEDULE WITHIN TEN DAYS AFTER SCHOOL TERM BEGINS—PERSONS WHO CONTRACT REQUIRED TO OBSERVE SUCH SCHEDULE.

SYLLABUS:

1. *Statutes in force at the time a contract is made by a board of education or other public agency, enter into and become a part of the contract. Its obligation is to be measured, and performance is to be regulated by the terms and rules which the statute prescribes.*

2. *When transportation for school pupils is provided by a board of education, it is the duty of the board to adopt and put in force within ten days after the beginning of a school term, a time schedule regulating the operation of the conveyance used in the transportation of those pupils. This time schedule should show approximately the time the conveyance will reach each place where pupils are picked up for conveyance to school and the places where they leave the conveyance when being returned from school.*

3. *Persons contracting with a board of education for the transportation of school pupils are required to observe time schedules adopted by the board of education for the transportation route covered by their contracts, even though the contracts themselves do not expressly make any provision with respect thereto.*

COLUMBUS, OHIO, September 28, 1939.

HON. H. LLOYD JONES, *Prosecuting Attorney, Delaware County, Delaware, Ohio.*

DEAR SIR: This is to acknowledge receipt of your request for my opinion, which reads as follows:

“The board of education of B. school district has contracted with bus drivers to furnish transportation of pupils within the district. Each contract with each driver specifies the route that

each is to cover, but does not specify which way on said route that the driver is to go.

Section 7731, General Code, states that the board of education shall adopt a 'time schedule' for the conveyance of pupils. What is the extent of the power thereby conferred upon the board?

Does that wording give the board power to force the driver to follow a certain direction on his route, or is that matter discretionary with the driver in this matter?"

While I do not have before me the precise terms of the contract in question, I assume from the text and tenor of your request that the contract is such that bus owners are constituted independent contractors for the transportation of the pupils in the district in question, over the route covered by the contract, to and from school and that the contract does not specify all details as to the manner of effectuating this transportation and accomplishing the objects of the contract, especially with respect to the direction over the prescribed route that the conveyance is to be operated.

It is, however, a well established principle of law that the obligation of a contract is measured by the standard of the laws in force at the time it was entered into, and its performance is to be regulated by the terms and rules which these laws prescribe. To state the proposition more definitely, it is the settled law that statutes in force at the time and place of the entering into of a contract become a part of the contract and must be read into it just as if an express provision to that effect were inserted into the contract.

American Jurisprudence, Vol. 12, page 769, Section 240;
 Ruling Case Law, Vol. 6, page 325, Section 314;
 Cincinnati vs. Public Utilities Commission, 98 O. S., 320;
 The Milwaukee Mechanics' Insurance Company v. Russell,
 65 O. S., 230;
 Insurance Company v. Leslie, 47 O. S., 409.

Section 7731, General Code, provides for the transportation of pupils to and from school, under certain circumstances. With respect thereto it expressly provides:

"When transportation of pupils is provided the conveyance shall be run on a time schedule that shall be adopted and put in force by the board of education not later than ten days after the beginning of the school term. * * *"

That provision of the statute quoted above should be read into all contracts for transportation of pupils, whether any express provisions of

the contract refer to it or not. The duty imposed upon boards of education by the said statutory provision is mandatory and all persons contracting for the transportation of pupils with a board of education are charged with notice of the existence of the statutory provisions in question. Manifestly the provision of the statute requiring boards of education to adopt a time schedule is made for the benefit of the school patrons and such a time schedule should fix the time approximately that the school conveyance will reach the place where school pupils are to be picked up when the pupils are being transported to school or delivered back when they are being transported from school to their homes. The adoption of such a time schedule would no doubt involve a determination of the direction over a transportation route which the school bus would necessarily have to be operated in order to meet the terms of the schedule.

I am therefore of the opinion that in the instant case the board of education of the school district in question has the power and duty as well, to adopt a time schedule which must be observed by the contractor in the transportation of pupils to and from school as provided by his contract, and thereby indirectly to determine the direction over the transportation route which the conveyance must be operated to meet the terms of the time schedule even though the contract in question does not expressly prescribe the direction over the route for the operation of the conveyance.

Respectfully,

THOMAS J. HERBERT,
Attorney General.

1240.

EASEMENT—TO STATE BY SEVERAL PROPERTY OWNERS,
LANDS IN JEFFERSON, MONROE, UNION, DARBY AND
CANAAN TOWNSHIPS, MADISON COUNTY, USE, PUBLIC
FISHING GROUNDS.

COLUMBUS, OHIO, September 29, 1939.

HON. DON G. WATERS, *Commissioner, Division of Conservation and
Natural Resources, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval certain grants of easement, executed to the State of Ohio by several property owners in Jefferson, Monroe, Union, Darby and Canaan Townships, Madison County, Ohio, conveying to the State of Ohio, for the purposes therein stated, certain tracts of land in said townships and county.

The grants of easement here in question, designated with respect to the number of the instrument and the name of the grantor, are as follows: