

Inasmuch as there is no liability on the school district, whether injuries are received by third persons including pupils, on account of the negligence of the driver of a school wagon or motor van or because of some inherent defect in the school wagon or motor van itself, because of the fact that the board of education is in the performance of a governmental duty in providing transportation, the board could not lawfully expend public money to provide insurance for protection against liability to third persons growing out of the transportation of the pupils.

The driver of course would not be liable in damages on account of an accident which was not the direct and proximate result of his negligence. As to such damages for which he would himself be liable, he might lawfully safeguard himself by carrying liability insurance, this being a private matter in which the board itself would not be interested and as to which no statutory inhibition exists.

In specific answer to your question, therefore, I am of the opinion that drivers of school wagons or motor vans are liable to third persons, including pupils, in damages on account of any negligence of which they may be guilty in the operation of said school wagons or motor vans and may protect themselves against such liability by carrying liability insurance therefor.

Respectfully,  
GILBERT BETTMAN,  
*Attorney General.*

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57.

APPROVAL, WITH CONDITIONS, LEASE TO PREMISES AT 961 SOUTH HIGH STREET, COLUMBUS, OHIO—ANNA E. SWINGLE.

COLUMBUS, OHIO, February 4, 1929.

HON. H. H. GRISWOLD, *Director of Public Welfare, Columbus, Ohio.*

DEAR SIR:—Under date of January 28, 1929, this department addressed to you an opinion upon a certain lease in triplicate executed by one Anna E. Swingle, leasing to the State of Ohio certain premises situated at No. 961 South High Street, Columbus, Ohio, for a term of six months from the first day of January, 1929. In said opinion, you were advised that the renewal clause of said lease was effective to give you only one renewal of said lease, which renewal, if the option of the State was exercised, would be for an additional term of six months, commencing July 1, 1929 and ending December 31, 1929. Inasmuch as it was not entirely clear whether your department desired said lease to stand in this form with the interpretation thereof given by this department, said lease was returned to you without my formal approval indorsed thereon. Under date of February 2, 1929, you directed to me a further communication in regard to this lease in which you say that the same was executed for a term of six months for the reason that the General Assembly, in providing funds from which the rental of said lease is payable, made an appropriation to cover only the first six months of the biennium. In this communication, you further say "This procedure necessitated changing the term of renewal lease to six months as confined by this partial appropriation, and the renewal feature is to allow extending term of lease to December 31, 1930." As to this, it is to be observed that in the opinion of this department above referred to, you were distinctly advised that the renewal feature of the lease here in question is effective to extend the term of said lease only to December 31, 1929. With this distinct understanding as to the effect of the renewal clause in said lease,

the same is herewith approved, as is evidenced by my indorsement on said lease in the triplicate form in which the same is presented to me. If it should be your desire to extend the term of this lease to December 31, 1930, the lease here in question should be discarded and a new lease written to provide for the further extension or renewal.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*

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58.

APPROVAL, ABSTRACT OF TITLE TO LAND OF ELLA W. BINNS IN THE  
CITY OF COLUMBUS, FRANKLIN COUNTY.

COLUMBUS, OHIO, February 5, 1929.

HON. CARL E. STEEB, *Secretary, Board of Trustees, Ohio State University, Columbus, Ohio.*

DEAR SIR:—There were recently submitted for my examination and approval an abstract of title, warranty deed and encumbrance estimate relating to a certain lot of land in the city of Columbus, Franklin County, Ohio, and more particularly described as follows: Being Lot No. Thirty-six (36) of R. P. Woodruff's Subdivision of the south half of the south half of Lot 278 of R. P. Woodruff's Agricultural College Addition, to the city of Columbus, as same is numbered and delineated in recorded plat thereof, of record in Plat Book 3, page 421, Recorder's Office, Franklin County, Ohio.

An examination of the abstract of title submitted, which is certified by the abstracter under date of January 25, 1929, shows that Ella W. Binns has a good and merchantable fee simple title to said lot, free and clear of all encumbrances whatsoever, and subject only to the inchoate dower interest of her husband, Charles S. Binns.

I have examined the warranty deed signed by said Ella W. Binns and Charles S. Binns, her husband, and find that the same has been properly executed and acknowledged, and that the same is in form sufficient to convey to the State of Ohio a fee simple title to said lot and all appurtenances thereunto belonging, free and clear of all encumbrances whatsoever, and free and clear of the inchoate dower interest of said Charles S. Binns.

Encumbrance estimate No. 5622 submitted with said abstract of title and warranty deed is in proper form, and shows that there are sufficient balances in the proper appropriation account sufficient to pay the purchase price of said lots.

I am herewith returning to you said abstract of title, warranty deed and encumbrance estimate.

Respectfully,

GILBERT BETTMAN,  
*Attorney General.*