

1631.

APPROVAL, BONDS OF THE VILLAGE OF MEDINA, MEDINA COUNTY—
\$13,500.00.

COLUMBUS, OHIO, January 28, 1928.

Industrial Commission of Ohio, Columbus, Ohio.

1632.

SCHOOL BUS—DRIVER MUST FURNISH BOND—LIABILITY OF DRIVER
DISCUSSED.

SYLLABUS:

1. *The driver of a school wagon or motor van used in the transportation to and from a public school is required to execute a bond conditioned upon the faithful discharge of his duties as such driver.*

2. *A driver of a school wagon or motor van, used in the transportation of pupils to and from the public schools, is individually liable for injuries caused by the negligence of such driver in the operation of such wagon or motor van, even though such driver was at the time employed by a board of education and was engaged in the performance of a public duty required by law to be performed by such board of education. Such liability may be enforced in a civil action sounding in tort. In addition, under the holding of the Supreme Court of Ohio in the case of United States Fidelity and Guaranty Company vs. Samuels, 116 O. S. p. 586; 157 N. E. 325, a driver of a wagon or motor van, used in the transportation of pupils to and from the public schools, together with his sureties, are liable on the bond for the negligent operation of the school wagon or motor van by such driver, in the performance of the duties for which he was employed, and such liability may be enforced against the driver and his sureties in a proper action brought for that purpose.*

COLUMBUS, OHIO, January 30, 1928.

HON. J. L. CLIFTON, *Director of Education, Columbus, Ohio.*

DEAR SIR:—This will acknowledge receipt of your inquiry as follows:

“In contracting with men who operate school vans the cost of this service depends in some measure on whether the owners and operators of these school vans, the service of which is contracted for by boards of education, are responsible in case of an accident and, hence, whether for their own protection they should carry liability insurance. We need, therefore, your opinion on whether the owner or operator of a vehicle employed by a board of education, in the transportation of school children is responsible in case of accident in a possible suit to recover damage for injury.”

In Article I, Section 16 of the Constitution of Ohio, it is provided: