Upon examination of the provisions of said lease, I find that the same, with the exception of that for the renewal of the lease, which may be disregarded, is in conformity with the sections of the General Code, above noted, and with other statutory provisions relating to leases of this kind.

Said lease is therefore approved by me as to legality and form, as is evidenced by my approval endorsed upon said lease, and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2803.

APPROVAL, LEASE TO ABANDONED CANAL LANDS IN THE CITY OF DEFIANCE, OHIO—W. M. BOWEN—SIMON P. PATTEN.

COLUMBUS, OHIO, January 7, 1931.

HON. ALBERT T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have this day submitted for my examination and approval, a certain canal land lease in triplicate, executed by the State of Ohio, through you as superintendent of public works, by which there is leased and demised to W. M. Bowen of Hicksville, Ohio, and Simon P. Patten of Defiance, Ohio, for a term of ninety-nine years, renewable forever, a certain parcel of abandoned Miami and Erie Canal lands located in the city of Defiance, Ohio, and more particularly described as follows:

> "Beginning at a point in the easterly line of said canal property that is sixty-six (66) feet north of the northerly line of Fourth Street in said city, and being the northeast corner of a tract of land leased Byron G. Beatty, under date of December 10, 1928, and running thence westerly parallel with the northerly line of Fourth Street, ninety-four (94) feet to the northwesterly corner of the said Beatty lease; thence northerly parallel with the easterly line of said canal property sixty-six (66) feet, more or less ,to the southerly line produced of the alley between Lots Nos. 109 and 110 in said city; thence easterly with said southerly line of said alley produced ninety-four (94) feet, more or less, to the easterly line of said canal property; thence southerly with said easterly line sixty-six (66) feet, more or less, to the place of beginning, excepting therefrom a tract of land 20x30 feet out of the easterly part of the above described property, and sold to C. P. Harley, et al., February 1, 1895, said tract of land containing five thousand six hundred and four (5604) square feet, exclusive of said exception."

By said lease there is granted to the lessees therein named, the right to locate within the old lock wall, a gasoline storage tank, and also the right to have ingress to and egress from the demised parcel of land over the fourteen foot driveway along the easterly side of what is known as the King and Fink lease in said city. There is also given to said lessees the right of ingress and egress over a sixteen foot driveway over the westerly side of a lease granted to King and Fink by lease under date of October 1, 1926.

Upon examination of the provisions of said lease, which lease is one calling for an annual rental of eighty-four dollars for the first fifteen year term of said lease,

subject to reappraisement for rental purposes at the end of each fifteen year period during the term of said lease, I find that said lease is in conformity with the provisions of the act of April 15, 1925, 111 O. L. 208, under the authority of which act, and particularly of Section 18 thereof, said lease is executed.

Said lease is accordingly approved by me, as to legality and form, as is evidenced by my approval endorsed upon said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned to you.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2804.

SCHOOLS—COLLAPSE OF BLEACHERS ON ATHLETIC FIELD—INJURY SUSTAINED BY PATRONS IN ATTENDANCE AT FOOTBALL GAME —NO LIABILITY UPON DISTRICT OR BOARD OF EDUCATION IN ITS CORPORATE CAPACITY.

SYLLABUS:

Neither a school district, nor the board of education for such district in its corporate capacity, is liable for injuries received by patrons of a football game, by reason of the collapse of bleachers or otherwise, played on the playgrounds under the jurisdiction of said school district; and it is immaterial that those patrons were charged an admission fee and thereby there was an incidental monetary return from the playing of the game.

COLUMBUS, OHIO, January 7, 1931.

HON. JESSE K. GEORGE, *Prosecuting Attorney, Steubenville, Ohio.*

DEAR SIR:—I am in receipt of the following request for my opinion over the signature of Stuart B. Moreland, Assistant Prosecuting Attorney of Jefferson County. His inquiry reads as follows:

> "Would you kindly render us an opinion on the liability of the board of education with reference to injuries received by patrons at a football game in which paid admissions are asked for an inter-scholastic football game. I am referring to injuries received through collapse of bleachers or similar disasters such as was experienced in Columbus last week."

It is a well established rule of common law of almost universal application in American courts, that boards of education will not be held to answer in damages, in actions for tort in the absense of a statute specifically creating a civil liability therefor. In Ruling Case Law, Volume 24, page 604, the rule is stated as follows:

> "The courts very generally hold that school districts are not liable in damages for injuries caused by negligence of their officers, agents or employes, nor for any torts, whatsoever, unless such liability is imposed by statute."

There is no statute in Ohio imposing a liability on boards of education or school districts for any torts whatsoever, and the courts of Ohio are unequivocally committed to the doctrine set forth in the common law rule quoted above. *Finch* vs. *Board of Education,* 30 O. S., 37; *Board of Education* vs. *McHenry,* 106 O. S., 357; *Conrad* vs.