

of education, or the school district, and the player who might have received an injury. No legal claim would exist against the board even if the board were not protected by the rule that it is not liable in tort in any case for the reason that it exercises its functions in a governmental capacity as distinguished from a proprietary capacity. Even if the school were a private school and were not protected by this rule of non-liability in tort, the relationship between the player and the school authorities would not be such as to merit the imposing of a legal liability on the school for injuries received by the player during the conduct of the game, the game being played entirely independent of the school's supervision.

Whether or not a legal claim exists against the athletic association conducting the games or whether the athletic association might pay such a claim even if strict liability for the injury did not exist, is a question involving private rights as between the participants of the game and the athletic association, and is not such a question as should properly be passed upon by the Attorney General.

In specific answer to your question, I am of the opinion that boards of education are without authority to recognize and pay damages or doctor or hospital bills for pupils injured in the playing of high school football games as either legal or moral obligations.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3540.

APPROVAL, DEED TO LAND OF LUCIUS J. OTIS, ET AL., IN MIFFLIN TOWNSHIP, PIKE COUNTY, OHIO.

COLUMBUS, OHIO, September 8, 1931.

HON. CARL E. STEEB, *Secretary, Ohio Agricultural Experiment Station, Columbus, Ohio.*

DEAR SIR:—Some time ago Opinion No. 3221 was rendered to you containing an analysis of the documents relating to the proposed purchase of ninety acres of land in Mifflin Township, Pike County, Ohio, from Lucius J. Otis, et al. It was therein pointed out that the trustees under the will of Charles T. Otis, deceased, held the title to an undivided three-twelfths interest in said land; that, by the will of said testator, Margaretta E. Otis, his sister, and Lucius J. Otis, his brother, were appointed to act as trustees; that the testator also provided that "In the case of the death, resignation, inability or refusal to act of either of said Margaretta E. Otis or Lucius E. Otis, either as executor, executrix or trustee, then I nominate and appoint the Northern Trust Co., of Chicago, Ill., as co-executor or trustee with the remaining executor, executrix or trustee, as the case may be. * * *"; that Margaretta E. Otis has subsequently died; that Lucius J. Otis, as surviving trustee under the will of Charles T. Otis, deceased, alone purported to convey the interest of the said Charles T. Otis to the state of Ohio and that the Northern Trust Company, of Chicago, had not joined in the execution of said deed.

You now submit for my examination a deed made by the Northern Trust Company, of Chicago, as trustee under the last will and testament of Charles T. Otis, deceased, to the state of Ohio, covering the interest which was once owned

by Charles T. Otis in the land now proposed to be purchased by the state. I find that this deed is properly executed and give my approval thereto.

Respectfully,
GILBERT BETTMAN,
Attorney General.

3541.

APPROVAL, BONDS OF LUCAS COUNTY, OHIO—\$24,000.00.

COLUMBUS, OHIO, September 8, 1931.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

3542.

APPROVAL, BONDS OF CITY OF AKRON, SUMMIT COUNTY, OHIO,—
\$50,000.00.

COLUMBUS, OHIO, September 8, 1931.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

3543.

APPROVAL, BONDS OF PARMA RURAL SCHOOL DISTRICT, CUYA-
HOGA COUNTY, OHIO—\$25,000.00.

COLUMBUS, OHIO, September 8, 1931.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.

3544.

APPROVAL, BONDS OF LUCAS COUNTY, OHIO—\$105,000.00.

COLUMBUS, OHIO, September 8, 1931.

Retirement Board, State Teachers Retirement System, Columbus, Ohio.