> of taxation, that the legislative body must express its intention to tax in definite and unambiguous language. The language employed cannot be extended, by modification, beyond its clear import, and well founded doubts engendered in attempting to apply the statute must be resolved in favor of the taxpayer."

Upon a consideration of the provisions of section 841 of the General Code, it will be noted that the language is limited to a "fire insurance company," for the purpose of maintaining the department of state fire marshal and the payment of the expenses incident thereto.

By the provisions of sections 833 to 837, General Code, inclusive, the duties of the fire marshal authorize him to enter upon and examine any building or premises, and his deputies and subordinates may enter into all buildings and upon all premises for the purpose of examination, and if he find upon examination or inspection that a building or other structure should be condemned as being liable to fire or endangering other buildings, he shall order such building or buildings to be repaired or even demolished.

It will be observed that these duties are in the line of inspection, regulation and condemnation of buildings. If these buildings should happen to contain automobiles, the owner of the automobile, as a matter of course, would be benefited by this inspection and examination of the building. But this examination and inspection of the building is made, regardless of the contents of the building.

However, the main question to be determined in answering your inquiry is, Is a casualty company, such as you mention, writing automobile insurance of the character you mention, considered to be a "fire insurance company" under the laws of Ohio?

Upon a careful consideration of all of the elements necessarily involved in your inquiry, I am of the opinion that it is not and that your question should therefore be answered in the negative.

Respectfully,
C. C. CRABBE,
Attorney-General.

2247.

INSURANCE—A MINOR CONTRACTING FOR LIFE INSURANCE MAY ONLY DO THE THINGS SPECIFICALLY MENTIONED IN SECTION 9392-1 G. C.

SYLLABUS:

Section 9392-1 G. C. permitting a minor to contract for life insurance, being in derogation of the rule of the common law, is required to be strictly construed, and the minor may only do the things therein specifically mentioned, and may not execute valid promissory notes in connection therewith.

COLUMBUS, OHIO, March 2, 1925.

HON. HARRY L. CONN, *Superintendent of Insurance, Columbus, Ohio.*

DEAR SIR:—This will acknowledge receipt of a letter of your predecessor, requesting the opinion of this department, as follows:

> "We have had several inquiries as to the force and effect of the provisions of section 9392-1 of the General Code of Ohio, providing for minors' contracts for life insurance, as to the preliminary negotiations and the resulting obligations of the company and the insured involved in the trans-

actions necessarily incident to the issuance of a policy and the enjoyment by the insured thereafter of the rights and benefits accruing thereunder.

"May we respectfully ask your opinion upon the following questions:

"1. If the insured, being a minor, should give his note to the agent of the company for the initial premium on the policy, (which is not provided for or probably contemplated under the usual provisions of a life insurance policy) and fail to pay the same when due, could a judgment be obtained thereon for the amount due by the holder of the note?

"2. If a minor undertaking to avail himself of the usual policy provisions permitting loans and advancements, and having executed and delivered loan notes and agreements in accordance with the policy provisions to procure for himself such benefits, would such obligations of his, upon failure by him to repay the company in accordance with the terms thereof, be considered as his legal obligations, inasmuch as he is thereby doing just what the usual contract, (practically a contract prescribed by the Standard Provisions) contemplates? And in any event upon settlement of the policy with the insured or the beneficiary would not this be considered as an exercise of the power vested in the minor under the statute 'to give a valid discharge for any benefit accruing or for money payable under the contract,' so as to afford to the company a full defense against him or the beneficiary to the full amount of such obligations against having to pay again the said sums so advanced or loaned in accordance with the provisions of the policy?"

Section 9392-1 G. C. provides as follows:

"In respect to insurance heretofore or hereafter issued upon the life of any person between the ages of fifteen and twenty-one years, for the benefit of such minor, or for the benefit of the father, mother, husband, wife, child, brother or sister of such minor, the insured shall not, by reason only of such minority, be incompetent to contract for such insurance, or for the surrender of such insurance, or to give a valid discharge for any benefit accruing, or for money payable under the contract."

In the case of Baker, an infant, vs, O. S. Burke Company, 31 O. D. page 77, the court on page 79, uses the following language:

"An infant may, as a general rule, disaffirm any contract into which he has entered. He is not required to restore the opposite party to its former condition, for if he has lost or squandered the property received by him in the transaction that he rescinds, and so is unable to restore it, he may still disaffirm the contract and recover back the consideration paid by him without making restitution; if it were otherwise, his privilege would be of little avail as a shield against the inexperience and improvidence of youth. But when the property received by him from the adult is in his possession, or under his control, to permit him to rescind without returning it, or offering to do so, would be to permit him to use his privilege as a sword rather than as a shield.

"The true doctrine is that where an infant disaffirms his executed contract and seeks a recovery of the consideration moving from him, and where the specific consideration received by him remains in his hands in specie at the time of the disaffirmance, and is capable of return, it must be returned by him, but if he has during infancy wasted, sold or otherwise disposed of, or ceased to possess the consideration, and has none of it in his hands in kind he is not liable therefor, and may disaffirm without tendering or accounting for such consideration."

In the case of the Prudential Insurance Company of America vs. Frank R. Fuller, a minor, by J. C. Yeend, his duly appointed guardian, 9 Ohio Circuit Court Reports, N. S., at page 441, the syllabus reads as follows:

> "Upon repudiating his contract of life insurance and surrendering to the company its policy therefor an infant may recover the whole amount of premiums paid by him thereon."

This case was decided in 1907 and prior to the enactment of section 9392-1 G. C., above mentioned. It is believed that the above mentioned section was enacted to permit the minor to contract for insurance, for the benefit of such minor, or for the benefit of those persons mentioned in the statute. It is believed that it is permissible only and is to be strictly construed within the purposes therein mentioned.

It is contemplated that the premiums due under an insurance policy are to be paid in cash or its equivalent. It is not contemplated that insurance premiums are to be paid by a note. The note becomes a contract in and of itself, and standing independently of the insurance contract, must of necessity be subject to any defense which may exist against it.

While there has apparently been no adjudication under this section, it is believed that the minor is entitled to and may exercise the loan privileges under his policy, subject to all its conditions, and if he does not repay the loan, he would be subject to all its penalties for non-payment of the loan, among others being the reduced value of his policy, but an action at law could not be successfully maintained against him to compel repayment.

It is believed that section 9392-1 G. C., being in derogation of the rule of the common law, must be strictly construed, and that the minor may only do the things therein specifically mentioned.

Referring to your questions numbers one and two, it is therefore my opinion that both are required to be answered in the negative.

Respectfully,
C. C. CRABBE,
Attorney-General.

2248.

BOND ISSUED FOR SPECIFIC PURPOSES—ATTORNEY FEES FOR PREPARING THE LEGISLATION FOR A BOND ISSUE MAY NOT BE PAID FROM THE PROCEEDS OF THE SALE OF SAID BONDS.

SYLLABUS,

Attorney fees for preparing the legislation for a bond issue may not be paid from the proceeds of the sale of bonds issued for specific purposes.

COLUMBUS, OHIO, March 2, 1925.

Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.

GENTLEMEN:—I am in receipt of your communication as follows:

> "Bonds of the Village of 'W' were issued for the purpose of creating funds to extend and improve the waterworks system by extending mains, sinking two or more wells, purchasing and installing pumps and other machinery and making other necessary improvements to said plant. A clause