

petition with the workmen's compensation fund. To hold otherwise would endanger the validity of the statute as there could be no justification in denying to employers the right to obtain protection which could not be given under the Workmen's Compensation Act. Such a construction could not be said to be in furtherance of the purpose of Section 35 of Article II of the Constitution. Whether insurance companies may be prohibited in other states from making contracts of such insurance applicable to employers who are within the Workmen's Compensation Act of those states need not be considered here.

Answering your question, I am of the opinion that Section 1465-101, General Code, does not prohibit insurance companies authorized by the Superintendent of Insurance to do business in this state and whose **charters and licenses** permit them to write workmen's compensation insurance from making contracts which insure Ohio employers against loss or liability for the payment of compensation to workmen or their dependents for death, injury or occupational disease occasioned in the course of such workmen's employment where such workmen are employed to do specified work in another state, no part whereof is to be performed in Ohio, nor does said section make such contracts of insurance void.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*

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5915.

APPROVAL—PAPERS IN CONNECTION WITH THE CONVERSION OF THE MIDWEST SAVINGS AND LOAN COMPANY, LAKEWOOD, OHIO, INTO THE MIDWEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKEWOOD, OHIO.

COLUMBUS, OHIO, July 30, 1936.

HON. WILLIAM H. KROEGER, *Superintendent of Building and Loan Associations of Ohio, Columbus, Ohio.*

DEAR SIR: I have examined the various papers submitted by you in connection with the conversion of The Midwest Savings and Loan Company, Lakewood, Ohio, into the Midwest Federal Savings and Loan Association of Lakewood, and find the papers submitted and the proceedings of said The Midwest Savings and Loan Company, as disclosed thereby, to be regular and in conformity with the provisions of section 9660-2 of the General Code.

All papers, including two copies of the charter issued to the said

Midwest Federal Savings and Loan Association of Lakewood, are returned herewith to be filed by you as a part of the permanent records of your department, except the copy of the charter which the law provides shall be filed by you with the Secretary of State. The law further provides that such filing with the Secretary of State shall be within ten days after the requirements of said section 9660-2 have been complied with by The Midwest Savings and Loan Company, Lakewood, and that your approval shall be endorsed on the copy so filed. You will find on the copies of the charter, form of approval for your signature.

Respectfully,

JOHN W. BRICKER,  
*Attorney General.*

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5916.

INSURANCE—PERSONS AGREEING TO INDEMNIFY EACH OTHER FOR LOSS OF PROPERTY RESULTING FROM COLLISION—MUST COMPLY WITH INSURANCE LAWS.

*SYLLABUS:*

*Owners of property may not legally exchange reciprocal contracts with each other to indemnify each other for losses to their property or property in their custody as a result of collision, fire, theft or wind, without complying with Sections 9556-1, et seq., General Code.*

COLUMBUS, OHIO, July 31, 1936.

HON. ROBERT L. BOWEN, *Superintendent of Insurance, Columbus, Ohio.*

DEAR SIR: This acknowledges receipt of your communication which reads as follows:

“We have been approached by a representative of a group of truck owners and operators in northern Ohio, inquiring as to whether they may mutually contract with each other to indemnify for losses to their trucks or cargoes, as a result of collision, fire, theft, or wind, without complying with the insurance laws of this state.

We enclose a sample copy of the proposed contract.

May such a group of owners of property mutually contract with each other to indemnify each other for losses to their property, or property in their custody, as a result of collision,