

documents are on file in said office, controlling board release, and the tabulation of bids received on this project.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other documents submitted in this connection.

Respectfully,

HERBERT S. DUFFY,

Attorney General.

3103.

APPROVAL—CONTRACT AND BOND, STATE OF OHIO THROUGH DEPARTMENT OF PUBLIC WORKS FOR BOARD OF TRUSTEES, OHIO STATE UNIVERSITY, COLUMBUS, OHIO, WITH THE SAMUEL A. ESSWEIN HEATING AND PLUMBING COMPANY, COLUMBUS, OHIO, CONSTRUCTION AND COMPLETION PLUMBING CONTRACT, JOURNALISM BUILDING, TOTAL EXPENDITURE, \$3,570.00.

COLUMBUS, OHIO, October 17, 1938.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a contract by and between The Samuel A. Esswein Heating and Plumbing Company of Columbus, Ohio, and the State of Ohio, acting by the Department of Public Works, for the Board of Trustees of the Ohio State University, Columbus, Ohio, for the construction and completion of Plumbing Contract for Addition to Journalism Building on the campus of Ohio State University, as set forth in the Form of Proposal dated September 21, 1938, which contract calls for the total expenditure of three thousand five hundred and seventy dollars (\$3,570.00).

You have also submitted the following papers and documents in this connection: Encumbrance estimate No. 34, dated October 11, 1938, estimate of cost, division of contract, notice to bidders, proof of publication, workmen's compensation certificate showing the contractor having complied with the laws of Ohio relating to compensation, the form of proposal containing the contract bond signed by the Standard Accident Insurance Company, its power of attorney for the signer, its financial statement and its certificate of compliance with the laws of Ohio relating to surety companies, letter of certification from the Auditor of State showing that the necessary papers

and documents are on file in said office, controlling board releases, and the tabulation of bids received on this project.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other documents submitted in this connection.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

3104.

CEMETERY ASSOCIATION—SALE OF LOTS FOR BURIAL PURPOSES—INSTALLMENT BASIS—PURCHASER TO PAY SPECIFIC AMOUNT EACH WEEK—TWENTY YEARS—IF PURCHASER SHOULD NOT SURVIVE TWENTY YEAR PERIOD—ASSOCIATION TO DELIVER DEED TO LEGAL REPRESENTATIVE—NO FURTHER PAYMENT—INSURANCE—SEE SECTION 665 G. C.

SYLLABUS:

Where a cemetery association sells lots for burial purposes upon the installment basis, the purchaser to pay a specific amount each week so long as he shall live, and in any event not more than twenty years, provided, however, if the purchaser should not survive the twenty-year period the association shall be required to execute a deed to his legal representative without further payment at the time of his death, the transaction is a contract substantially amounting to insurance within the meaning of Section 665, General Code.

COLUMBUS, OHIO, October 18, 1938.

HON. ALFRED A. BENESCH, *Director of Commerce, Columbus, Ohio.*

DEAR SIR: This will acknowledge receipt of your letter requesting my opinion on the following:

“A cemetery association, organized not for profit under the laws of the State of Ohio, desires to sell lots for burial purposes only (not for investment) upon the installment basis, the purchaser to pay a specified sum per week so long as he shall live, and in any event not more than twenty years, provided, however, that if the purchaser should not survive the twenty-year period, the association shall be required to