and again on the same page he says:

> "an insurance policy 'is but the written expression of a contract which the parties themselves may modify by mutual consent' citing in support Perrigo vs. Connecticut Commercial Travelers' Mutual Accident Association, 127 A. 10, 101 Conn. 648."

It is apparent, however, that a contract so modified by the consent of both parties is required to be in accordance with law. In the case of Cans vs. Aetna Life Insurance Company of Hartford, Connecticut, 146 N. Y. S. 453, 161 App. Div. 250, it was held:

> "Where an insured exercised his privilege of exchange contained in a five year renewable term policy, and exchanged it for an ordinary life policy bearing the date of the exchange, the second policy was not a mere continuation of the first, but created a new contract from its date; since term insurance and the ordinary life policy are essentially different, being based upon different considerations."

It is evident that before a change in the policy could be made an application by the policyholder in some form would be required. It is also evident that the legislative intent in the enactment of paragraph 3, Section 9421, General Code, above mentioned, was to prevent the dating back in any manner or form the policy contract, thereby interfering with the actuarial rates of risks under policies.

In view of the foregoing it is therefore my opinion that the plan as proposed would be in violation of paragraph 3, Section 9421, General Code of Ohio,.

Respectfully,
EDWARD C. TURNER,
Attorney General.

1449.

APPROVAL, BONDS OF VAN BUREN TOWNSHIP RURAL SCHOOL DISTRICT, MONTGOMERY COUNTY—$20,400.00.

COLUMBUS, OHIO, December 27, 1927.

Industrial Commission of Ohio, Columbus, Ohio.

1450.

APPROVAL, BONDS OF THE VILLAGE OF WESTERVILLE, FRANKLIN COUNTY, OHIO—$33,500.00

COLUMBUS, OHIO, December 27, 1927.

Industrial Commission of Ohio, Columbus, Ohio.