

In Corpus Juris, Vol. 32, page 975, insurance is defined as follows:

"Broadly defined, insurance is a contract by which one party, for a compensation called the premium, assumes particular risks of the other party and promises to pay to him or his nominee a certain or ascertainable sum of money on a specified contingency."

In Cooley's second edition on the Law of Insurance, at page 6, the author gives the following definition:

"Insurance has been defined in general terms as a contract by which one party undertakes to indemnify another against loss, damage or liability arising from an unknown or contingent event."

It will be observed from an examination of the Purchaser Contract referred to above that the purchaser contracts "for twelve months tire service as furnished by the Inter-State Tire Service, Dayton, Ohio," and that said service shall be governed by conditions as set forth on the back of the contract furnished, which conditions are herein above copied.

An examination of the language of the above mentioned contract and the conditions on the back thereof fails to disclose a contract of indemnity substantially amounting to insurance. It appears to be a contract for tire service during a particular period and at a specified price. The price is not only specified for the mechanical services to be performed, but it also provides that the purchaser is to pay a given per centum of the cost price for replacement of tires. It thus does not amount to a contract of indemnity but rather a cost for services performed, and to be performed.

Specifically answering your question it is my opinion that where a company contracts to render specified services to the owner of automobile tires or other parts of an automobile, or for services connected therewith, for a given period of time and in consideration of a specified sum for the services when rendered, the contract is not one substantially amounting to insurance under the laws of Ohio, and would therefore not come within the jurisdiction of your Department.

Respectfully,

EDWARD C. TURNER,

*Attorney General.*

1846.

APPROVAL, CONTRACT BETWEEN THE DIRECTOR OF HIGHWAYS AND THE GALENA SHALE TILE & BRICK COMPANY FOR THE CONSTRUCTION OF AN UNDERPASS ACROSS THE COLUMBUS-WOOSTER ROAD IN DELAWARE COUNTY, OHIO, AT AN EXPENDITURE OF \$3,000.00—SURETY BOND EXECUTED BY THE AMERICAN SURETY COMPANY OF NEW YORK.

COLUMBUS, OHIO, March 14, 1928.

HON. GEORGE F. SCHLESINGER, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—Receipt is acknowledged of your communication of March 13, 1928, enclosing for my consideration an agreement, in duplicate, by and between the Director

of Highways and The Galena Shale Tile & Brick Company. This agreement grants to The Galena Shale Tile & Brick Company the right to construct an underpass across what is commonly known as the Columbus-Wooster Road in Delaware County, Ohio.

Accompanying said agreement is a bond in the sum of three thousand (\$3,000.00) dollars, signed by the American Surety Company of New York, as surety, to the effect that The Galena Shale Tile & Brick Company will carry out all of the terms and provisions of the contract.

Finding said contract in proper legal form, I hereby approve the same.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*

1847.

COMMON PLEAS JUDGES—WHEN ENTITLED TO INCREASED COMPENSATION PROVIDED FOR BY SECTION 2252, GENERAL CODE, AS AMENDED IN 112 OHIO LAWS—PROCEDURE IN BRINGING CONSTITUTIONALITY OF SECTION 2252 BEFORE SUPREME COURT OF OHIO.

*SYLLABUS:*

1. *The only way in which the question of the constitutionality of Section 2253, General Code, as amended, 112 O. L. 345, providing for the additional per diem compensation of common pleas judges when holding court in counties other than that of their residence, for the purpose of aiding in the disposition of the business of such counties, can be brought before the Supreme Court so as to permit the majority of the members of the court to control the decision of the court on the question of the constitutionality of said section is by a proceeding in error in the Supreme Court to the decision and judgment of a Court of Appeals, declaring the law unconstitutional and void in its application to judges elected or appointed and qualified before said section, as amended, went into effect.*

2. *Section 2252, General Code, as amended, 112 O. L. 345, which provides for the annual compensation of common pleas judges, to be paid out of the treasury of the county for which such common pleas judges are elected or appointed, applies only to common pleas judges elected or appointed and qualified after the effective date of said section of the General Code, as amended. Common pleas judges elected or appointed and qualified prior to the effective date of said Section 2252, General Code, as amended, who are now in office, will continue to receive the salary provided for them by the provisions of Section 2252, General Code, prior to its amendment.*

COLUMBUS, OHIO, March 14, 1928.

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

GENTLEMEN:—This is to acknowledge receipt of your recent communication, which reads as follows:

“In the recent three to four decision of the Supreme Court, it was held that common pleas judges were entitled to receive \$20.00 per day while holding court in other counties than the one for which they were elected as provided by Section 2253, General Code, as amended, 112 O. L. 345, regardless of