product or the commodity from which processed, is under this title subject to tax, be entitled to a refund of the amount of any tax paid under this title with respect to such product so delivered."

Whether the above provision for refund can be held to apply to an institution such as the Richmond State Hospital and the appropriate procedure for a refund, if held to apply, is not entirely clear, and I am reserving my opinion on that subject pending further information from the secretary of agriculture as to any applicable regulations which may have been issued.

INSURANCE COMMISSIONER: Form of insurance contract.

July 20, 1933.

Hon. Harry E. McClain,
Commissioner of Insurance,
Indianapolis, Indiana.

Dear Sir:

I have before me your letter requesting an opinion as to whether a certain form of contract attached thereto constitutes an insurance contract. The contract form is as follows:

CONTRACT NUMBER

A ......... Professional Liability Defense.

THIS CONTRACT ISSUED TO .................,
who is this day accepted as a contract holder of the UNITED PROTECTIVE BUREAU, thereafter, called the bureau.

In consideration of $........and of the statements and warranties contained in the application of which is made a part hereof and which statements and warranties are made by the holder named and described herein and represented by him to be true: by the acceptance of this contract the UNITED PROTECTIVE BUREAU hereby agrees as follows:

1. To employ competent legal services, and to defend holder in good standing against any civil suit or action imposed by law upon the holder for damages by reason of bodily injuries suffered by any person or persons in
consequence of any malpractice, error or mistake in the true exercise of his profession.

2. To defend in name and on behalf of the holder, in good standing, any civil suit brought against the holder to enforce a claim, whether groundless or not, for damages on account of bodily injuries or death, suffered, or alleged to have been suffered by any person or persons in consequence of any malpractice, error or mistake in the true exercise of holder’s profession.

This contract shall be for a period of ........, from the date of issue hereof, and shall automatically be renewed upon tender of ........dollars and acceptance by the UNITED PROTECTIVE BUREAU. The expense incurred by the UNITED PROTECTIVE BUREAU, in defending any suit for malpractice, error or mistake resulting in bodily injuries to one person is limited to $5,000.00.

The UNITED PROTECTIVE BUREAU’S total liability for defense under this contract in defending any number of suits brought against the holder in good standing during any one period of membership is limited to $30,000.00.

The UNITED PROTECTIVE BUREAU is not liable for failure to acknowledge and defend any cause, or causes of action, that do not arise during the term of this contract.

The holder hereof shall, as soon as possible, notify the UNITED PROTECTIVE BUREAU, at its office, of any threatened suit, together with full information relating to the subject matter of such suit, and in event suit is filed in court, the holder hereof shall thereafter forward, as soon as possible, any and all summons or process served, together with a correct copy of the complaint, petition or such papers filed and any and all other papers relating to said suit.

NO AGREEMENTS OR CONDITIONS OTHER THAN THOSE SPECIFIED IN THIS CONTRACT SHALL BE BINDING UPON THE UNITED PROTECTIVE BUREAU.

IN WITNESS WHEREOF, THE UNITED PROTECTIVE BUREAU has executed this contract on this
day of ..........., 19...., and same is hereby signed and countersigned by its president and secretary.

President. ................................ .................... Secretary.

I think the above contract has in it, the essential elements of a limited insurance contract. This is not the case of an attorney-at-law, for example, entering into a contract for personal services to defend actions for negligence or malpractice for a stipulated fee. Clearly, the contract contemplates more than personal services to be rendered by the contracting party. It binds the "bureau" to "employ competent legal services" and contemplates the incurring and payment of certain expenses in defending suits which the bureau agrees to do, and provides a limitation on such expense as applied to any one case.

In my opinion, the bureau would not be entitled to sell the above contract in Indiana without compliance with the appropriate insurance laws of the state.

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MEDICAL REGISTRATION AND EXAMINATION, BOARD OF: Educational requirements necessary to entitle person to take examination.

July 24, 1933.

Hon. F. S. Crockett, M. D., Secretary,
Indiana State Board of Medical Registration and Examination,
Indianapolis, Indiana.

Dear Sir:

I have before me your letter requesting an official opinion with respect to certain provisions of the minimum requirements fixed by your board as a prerequisite to the issuance of a certificate for a license to practice medicine as provided in section 12239 of Burns Annotated Indiana Statutes of 1926.

The provision of the statute brought under consideration by your inquiry is as follows:

"The state board of medical registration and examination shall, from time to time, establish and record in a record kept by them for that purpose, a schedule