child responsible for the support of parents?" An adopted child, under the adoption statute, assumes the same relationship to the adopting parent and is entitled to the same benefits from the adopted parent as a natural child. Because of the correlative responsibilities and duties growing out of the adoption statutes I think an adopted child would be responsible for the support of his adopting parents under section 10-1410 supra. Accordingly your fifth question is answered in the affirmative.

There remains for consideration your second question, which is, "Is the wife responsible for her husband's support?" This question cannot be answered fully with a categorical answer. Prior to the enactment of Section 38-103 supra the husband was entitled to all of the earnings of the wife, and that probably accounts for the fact that there was no legal liability at common law for the wife to support the husband, and in my opinion the enactment of the above statute did not change the rule so as to require the wife to support her husband out of her earnings or property. The duty of the wife in the marital relation to perform the ordinary household duties for the husband for which she receives no particular compensation, in the absence of a contract other than her own support is still in effect.

INSURANCE DIVISION: Theater bank night guarantee constitutes insurance.

May 13, 1936.

Honorable Harry E. McClain,
Insurance Commissioner,
Indianapolis, Indiana.

Dear Sir:

I have at hand your letter of April 18, 1936, which reads in part as follows:

"We attach hereto a theater bank night guarantee certificate which purports to reimburse the holder thereof should they be absent from the theater on the date of the certificate, and therefore, by such absence fail to receive the award made by the theater.

"Will you please advise us as to whether this con-
stitutes insurance under an interpretation of Section 3, Article I, Part I, of the Indiana Insurance Law?"
The certificate attached to your letter reads:

"MICHIGAN CITY ABSENTEE
THEATRE BANK NIGHT GUARANTEE
This Ticket for Apr. 15, 1936
Guaranteed Award will be the same as the Theatre Award.

YOUR PRESENCE AT THEATRE NOT NECESSARY.
If you are at the Theatre and your name is called and also have a Guarantee Ticket you receive both awards or DOUBLE THE THEATRE AWARD. Attend the Theatre and Win Double Bank Night.

This Guarantee Ticket applies to Winning Name Called at Theatre on BANK NIGHT NO. 1408 on DATE ON THIS RECEIPT. The holder of this Guarantee Ticket must be eligible and qualified to receive Theatre Award."

The certificate submitted later reads:

"MICHIGAN CITY ABSENTEE
THEATRE NIGHT GUARANTEE
This Ticket for WEDNESDAY, APRIL 29, 1936, Guarantee Award. YOUR PRESENCE AT THEATRE NOT NECESSARY. If you are at the Theatre and only one name is called and also have a GUARANTEE TICKET you receive both awards.

In the event that more than one name is called this GUARANTEE TICKET applies only to the first name called.

The holder of this GUARANTEE TICKET must be eligible and qualified to receive Theatre Award.

Sponsored by the Ohming Drug Co."

The two certificates are substantially the same and offer the same guarantee. You also submitted an exhibit showing the manner in which the sale of the certificates were sponsored. The advertisement shown thereon reads:
Section 3, Article I, Part I of the Indiana Insurance Law defines insurance as follows:

"'Insurance' means a contract of insurance or an agreement by which one party, for a consideration, promises to pay money or its equivalent or to do an act valuable to the insured upon the destruction, loss or injury of something in which the other party has a pecuniary interest, or in consideration of a price paid, adequate to the risk, becomes security to the other against loss by certain specified risks; to grant indemnity or security against loss for a consideration."

The certificates set out above promise to pay "money or its equivalent" to the holder upon the loss of his interest in the bank night operation. They promise in consideration of a price paid to become security against loss by not being present at the bank night drawing. They both grant security against loss for a price paid.

The certificates affirmatively show that they intend to insure. The advertisement is evidence that such certificates are sold, and considered by the vendor to be insurance.

Section 2, Article I, Part I makes the Indiana Insurance Law applicable to the parties selling these certificates. It reads:

"This Act shall be applicable to all persons, firms, partnerships, corporations, associations, orders, societies and systems and to associations operating as Lloyds, Inter-Insurers or Individual Underwriters now authorized to make insurance under the provisions of any law enacted prior to the passage of this act or heretofore or hereafter organized or incorporated under the provisions of any law of this state, or which are doing or attempting to do, or which are representing that they are doing an insurance business in this state, or which are in process of organization for the purpose of doing or attempting to do such business."
Therefore, it is my opinion that these Theatre Bank Night Certificates constitute insurance within the meaning of the Indiana Insurance Law.

PUBLIC SERVICE COMMISSION: Weeds—Statute on cutting of weeds by railroads applies to interurban railroads.

May 14, 1936.

Mr. John F. Ryan,
Railroad Inspector,
Department of Commerce and Industry,
Division of Public Service Commission,
Indianapolis, Indiana.

Dear Sir:

This is in answer to your request of May 11, in which you request an opinion as to whether or not Chapter 82 of the Acts of 1889 requiring the cutting of noxious weeds by railroad corporations applies to interurban railroad companies. The statute is as follows:

“All railroad corporations doing business in this state shall, between the first day of July and the twentieth day of August in each year, cause all thistles, burrs, docks and other noxious weeds growing on lands occupied by them in any city, village or township of this state to be cut down and destroyed.”

Burns Indiana Statutes Annotated, 1933, Section 55-3512.

The following section provides a penalty for failure to comply with the requirements of the statute. This Act is not a part of either the steam railroad statutes or the interurban electric railroad statutes. It is a police regulation, and therefore, should be fairly construed in keeping with its evident purpose. There is no good reason why it should not have been intended to apply to the land of electric railways. The terms “railroad corporations” and “railroad company” used in the statute should not be construed in such a strict sense as to distinguish between companies incorporated under different laws, or between railroads using electricity instead of