

It is believed that the subject matter of this contract is incident to and necessary for carrying out the powers granted by the provisions of the new prison act enacted in 103 O. L., 249.

While this department is of course only concerned with the form and legality of the contract, it is deemed advisable to direct your attention to paragraph 12 of the proposed contract, pointing out that the term "or other causes beyond our control," relating to the delivery day of the stone, is very comprehensive. This, in connection with the fact that no liquidated damages for failure to deliver is fixed in section 14 of the agreement, seems to be of sufficient importance to especially call your attention to these features. It is realized, of course, that the policy of entering into such an agreement is entrusted to your board. The availability of the funds necessary for the discharge of the proposed agreement is evidenced by the certificate of the state auditor hereto attached.

After consideration of the agreement as a whole, it is, as to form, hereby approved.

Respectfully,
 JOHN G. PRICE,
Attorney-General.

1239.

APPROVAL, ARTICLES OF INCORPORATION, THE ANCHOR LIFE AND
 ACCIDENT INSURANCE COMPANY.

COLUMBUS, OHIO, May 14, 1920.

HON. HARVEY C. SMITH, *Secretary of State, Columbus, Ohio.*

DEAR SIR:—The articles of incorporation of The Anchor Life and Accident Insurance Company, a company which it is proposed to incorporate and organize under authority of sections 9339 et seq., I herewith return to you with my certificate of approval endorsed thereon.

Respectfully,
 JOHN G. PRICE,
Attorney-General.

1240.

HOTELS AND RESTAURANTS—CONSTRUCTION OF ACT PROVIDING
 FOR INSPECTION AND LICENSING OF SAME—"RESTAURANT" AS
 DEFINED BY ACT CONSTRUED—APPLICABLE TO MOVABLE
 LUNCH WAGONS ON WHEELS AND COUNTY FAIR LUNCH
 STANDS—NOT APPLICABLE TO MANUFACTURING COMPANY
 OPERATING EATING PLACE FOR EMPLOYES—WHEN COMBINA-
 TION LICENSE AUTHORIZED BY ACT—FAMILY HOTEL AS DE-
 FINED BY ACT CONSTRUED.

1. *Covered movable lunch wagons on wheels, and county fair lunch stands fashioned and constructed somewhat after a shed, come within the meaning of the words "every building or other structure," as used in section. 843-2 G. C.*

2. *Section 843-2 G. C. defining a restaurant, neither refers to nor makes the furnishing of chairs, stools or benches an element or part of the definition, whether the restaurant be commonly called a saloon, soft drink parlor, general store, or other name.*