

Youngstown case contain a somewhat broader statement of principles than is disclosed in the course of the opinion. Nevertheless, and as a matter of "safety first", it is the belief of this Department that unless and until the courts otherwise decide, the county commissioners should be advised that, so far as the public is concerned, the relative duty of railroad and county as to repairing the bridges in question, is not to be distinguished from the relative duty of county and city as stated in the syllabi of the Youngstown case. Under these circumstances, it would seem that your county commissioners might properly notify the railroad company to make the repairs and that if not made by the company within a given time, the repairs will be made by the county at the expense of the company. If such notice does not produce results, then let the county make the necessary repairs and bring suit against the company if it fails to reimburse the county. An alternative to the procedure just outlined might perhaps be available to the county commissioners, namely, an action by them in mandatory injunction to require the railroad company to make the necessary repairs; this suggestion having reference to Sections 2408, 2424 and 8773, G. C., and the general principles announced in *State ex rel. vs. R. R., supra*.

Respectfully,  
 JOHN G. PRICE,  
*Attorney-General.*

3815.

APPROVAL, CONTRACT OF STATE OF OHIO WITH HARRY LUCAS, COLUMBUS, FOR DECORATING OF SOUTHWEST WING OF COMMITTEE ROOMS FOR SENATE AND HOUSE OF REPRESENTATIVES, STATE CAPITOL BUILDING, AT A COST OF \$1,997—SURETY BOND EXECUTED BY J. P. REYNOLDS, COLUMBUS, OHIO.

COLUMBUS, OHIO, December 20, 1922.

HON. LEON C. HERRICK, *Director, Department of Highways and Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted to me for approval a contract (three copies) between the State of Ohio, acting by the Department of Highways and Public Works, and Harry Lucas, of Columbus, Ohio. This contract is for the decorating of southwest wing of Committee Rooms for the Senate and House of Representatives, State Capitol Building, Columbus, Ohio, and calls for an expenditure of One Thousand, Nine Hundred and Ninety-seven Dollars (\$1,997.00).

Accompanying said contract is a bond to insure faithful performance, executed by Harry Lucas as principal and J. P. Reynolds, of Columbus, Ohio, as surety.

I have before me the certificate of the Director of Finance that there is an unencumbered balance legally appropriated sufficient to cover the obligations of this contract.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon, and return same to you herewith, together with all other data submitted to me in this connection.

Respectfully,  
 JOHN G. PRICE,  
*Attorney-General.*