

Section 2422. "Except as therein provided the commissioners shall construct and keep in repair, approaches or ways to all bridges named in the preceding section. But when the cost of the construction or repair of the approaches or ways to any such bridge does not exceed fifty dollars, such construction or repair shall be performed by the township trustees."

I am assuming from your letter that the bridges in question were built by the county commissioners upon state or county roads located within the City of Kenton.

Under the provisions of Section 2421, supra, it was the duty of the county to construct these bridges. Your letter states that sidewalks were provided across the bridge in question and that there is a flight of steps leading up to the sidewalk upon such bridge. I am assuming that the steps were constructed by the county commissioners at the time of the construction of the bridge as a part of the improvement.

It is usual and ordinary procedure to provide a separate way across bridges for pedestrian traffic and, according to your statement, it was done in this instance. Roads and streets are provided not only for vehicular but also for pedestrian use and I am of the opinion that it was not only proper but necessary for the commissioners in constructing the bridge in question to provide for pedestrian traffic over the bridge and also for convenient access for pedestrians to the bridge.

The duty to keep in repair approaches or ways to all bridges constructed by the county commissioners is plainly placed in them by Section 2422, supra, provided that the repair costs in excess of fifty dollars (\$50.00). In my opinion a proper definition of the terms "approaches" and "ways" would manifestly include the means of access to the bridge for pedestrians as well as vehicles. That is to say, pedestrian use of highways is just as important as vehicular use and the duty of the county commissioners to provide therefor is equally mandatory. Accordingly, if the steps in question leading to the sidewalk upon the bridge are now out of repair and the cost thereof will exceed fifty dollars (\$50.00), I am of the opinion that it is the duty of the county commissioners to proceed.

The steps in question are manifestly properly appurtenant to the bridge itself and constitute one of the approaches thereto.

By way of specific answer to your inquiry I am of the opinion that it is the duty of county commissioners to keep in repair all approaches or ways to county bridges, including steps necessary to provide access for pedestrian traffic, providing that the cost of such repair exceeds the sum of fifty dollars (\$50.00).

Respectfully,

EDWARD C. TURNER,
Attorney General.

2768.

APPROVAL, ABSTRACT OF TITLE TO LAND OF ALMA M. TEMPLETON AND ELSIE H. RADA, IN BEDFORD TOWNSHIP, CUYAHOGA COUNTY, OHIO.

COLUMBUS, OHIO, October 22, 1928.

HON. RICHARD T. WISDA, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have recently submitted for my examination and opinion a corrected abstract of title and corrected warranty deed executed by Alma M. Templeton and Elsie H. Rada and their respective husbands covering certain real property

located in Bedford Township, Cuyahoga County, Ohio, and which has been more particularly described in Opinion No. 2472 of this Department directed to you under date of August 21, 1928.

Upon examination of the corrected abstract of title submitted to me I am of the opinion that said Alma M. Templeton and Elsie H. Rada as tenants in common have a good and merchantable fee simple title to said real estate, subject only to the inchoate interest of their respective husbands, Harry R. Templeton and John J. Rada, and free and clear of all incumbrances except the undetermined taxes on said premises for the year 1928, and except any special assessments that may be a lien upon said lands and premises.

The corrected abstract submitted does not show the existence of any special assessment liens on the lands here in question. As to this, however, I note in the files a communication from said Harry R. Templeton to the State Architect in which it is stated that in June, 1929, there would become due and payable an installment of a road or street assessment in the amount of \$100.00; which installment, I assume, represents an assessment upon the sixty-two acre tract of which the lands here under consideration are a part. In closing the transaction relating to the purchase of this property some agreed amount of the purchase price of this property should be set aside to secure the payment by the grantors of taxes and assessments due and payable upon this property in December, 1928, and June, 1929. Inasmuch, however, as the State of Ohio as the purchaser of this tract of 6,689 acres is only interested in the payment by the grantors of this particular tract's proportionate share of the taxes and assessments standing as a lien against the larger tract of which it is a part, it would seem that the State would be entirely safe in setting aside out of the purchase price a sum less than the amount of \$225.00 mentioned in your communication. In this connection I note that Mr. Rada in his communication to the State Architect under date of September 25, 1928, suggests that a sum not exceeding \$200.00 be deducted and set aside for this purpose. I see no objection to an adjustment of the matter on this basis.

An examination of the corrected warranty deed tendered to the State of Ohio shows that the same has been signed and otherwise properly executed by said Alma M. Templeton, Harry R. Templeton, Elsie H. Rada and John J. Rada, and that the same is in form sufficient to convey to the State of Ohio a fee simple title to said property free and clear of the respective dower interests of said Harry R. Templeton and John J. Rada, and free and clear of all encumbrances whatsoever, except taxes and assessments due and payable after June, 1929.

The certificate with respect to the action of the Controlling Board in releasing the money for the purchase of this property, and the encumbrance estimate relating to the purchase of the same were approved in the former opinion of this department above referred to.

I am herewith returning to you said corrected abstract, corrected deed, encumbrance estimate, certificate of the Controlling Board and other files of your office relating to the purchase of this property.

Respectfully,
EDWARD C. TURNER,
Attorney General.