fee simple title to said tract of land free and clear of all encumbrances and adverse claims covered by the special warranty which is made a part of this deed. The covenant of warranty of this deed is as follows:

> "And the said grantor for itself, its successors and assigns, hereby covenants with the said grantee, its successors and assigns, that said premises are free and clear of all encumbrances whatsoever, by, from, through or under said grantee, and the said grantor will forever warrant and defend the same, with the appurtenances thereunto belonging, unto the said grantee, its successors and assigns, against the lawful claims of all persons claiming by, from, through or under the grantor herein."

No reason is apparent why the village in this case should not give to the State of Ohio a deed in fee simple for this land, with a general covenant of warranty against encumbrances and adverse claims in the usual form. For the reason here noted, said deed is likewise rejected.

I am herewith inclosing said statement of title, deed and other files for such further action as you may desire to take, in line with the suggestions made in the foregoing opinion.

Respectfully,
GILBERT BETTMAN,
Attorney General.

401.

APPROVAL, BONDS OF VILLAGE OF GRANDVIEW HEIGHTS, FRANKLIN COUNTY, OHIO—$82,000.00.

COLUMBUS, OHIO, May 13, 1929.

Industrial Commission of Ohio, Columbus, Ohio.

402.

DISAPPROVAL, BONDS OF WILLIAMS COUNTY—$17,388.15.

COLUMBUS, OHIO, May 13, 1929.

Re: Bonds of Williams County, Ohio—$17,388.15.

Industrial Commission of Ohio, Columbus, Ohio.

GENTLEMEN:—I have examined the four transcripts relative to the above issue of bonds.

Proceedings for the four road improvements hereinafter referred to were started in the year 1927 and references herein made are to the statutes applicable thereto prior to amendment by the 87th General Assembly.

The transcript covering the issue in the amount of $2,965.80, being Kunkle road

improvement, Section K-1, discloses that notice was published pursuant to the provisions of Section 6922, General Code, on August 4 and 11, 1927, and that on August 15, 1927, the date fixed for the hearing of objections to assessments, such assessments were approved, adopted and levied. In accordance with my opinion as rendered to your commission under date of April 5, 1929, being Opinion No. 267, the levy of assessments on August 15, 1927, was an illegal levy. It appears that upon April 15, 1929, a date subsequent to the passage of the bond resolution, as will be hereinafter commented upon, a supplementary resolution was passed fixing the 6th day of May, 1929, as the date for hearing objections to the improvement and to the estimated assessments and for hearing claims for damages and compensation. There appears to have been no publication made pursuant to this last mentioned resolution and on May 6, 1929, the assessments were again adopted and the board of county commissioners resolved to proceed with the improvements. Reference is made in the transcript to the schedule of assessments prepared by the county surveyor, but a copy of such schedule does not appear therein. The bond resolution was adopted by the board of county commissioners December 31, 1928, prior to any legal levy of assessments made pursuant to the provisions of Section 6922, General Code. In this bond resolution, reference is made to the assessments as having been adopted and levied on August 15, 1927. This resolution provides that the first maturity shall be March 10, 1929. Section 2295-12, General Code, provided that when bonds were issued with semi-annual maturities, as in the case here, the first installment should not mature earlier than the first day of March next following the 15th day of July next following the passage of the ordinance or resolution authorizing the bonds.

The three other transcripts relative to Kunkle road improvement, Section K-2, $5,989.33, West Eagle Church and Nettle Creek road improvement, $4,096.50, and Valley View road improvement, $4,336.52, all disclose the same situation as hereinabove commented upon, that is, that in 1927 there was a failure to comply with the provisions of Section 6922 and that after insufficient notice, assessments were levied. Pursuant to such levy of assessments, which in my opinion, as already stated, was an illegal levy, resolutions were passed authorizing the bonds, and in each instance, on a date subsequent to the adoption of bond resolution, there has been an attempt to rectify the aforesaid error by relevying the assessments without any subsequent publication of notice.

The transcripts are incomplete and erroneous in other respects; however, in view of the foregoing, I advise you not to purchase these bonds.

Respectfully,
GILBERT BETTMAN,
Attorney General.

403.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE ERIE RAILROAD COMPANY FOR GRADE CROSSING ELIMINATION NEAR MANSFIELD, RICHLAND COUNTY, OHIO.

COLUMBUS, OHIO, May 13, 1929.

HON. ROBERT N. WAID, *Director of Highways, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Director of Highways, and the Erie Railroad Company, as lessee,