

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