

Interstate Commerce Commission, and inasmuch as the federal government pays its members of Congress 20 cents per mile and the 3 cent standard is six-tenths of a cent less than that drawn by the members of the General Assembly, next preceding this one, it is my opinion that 3 cents per mile is a proper and legal standard for such mileage.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

373.

APPROVAL, CORRECTED WARRANTY DEED, CONTACT
EMCUMBRANCE RECORD, ETC.—LAUREL TOWNSHIP,
HOCKING COUNTY, OHIO.

COLUMBUS, OHIO, April 1, 1937.

HON. CARL E. STEEB, *Secretary, Board of Control, Ohio Agricultural
Experiment Station, Columbus, Ohio.*

DEAR SIR: This is to acknowledge the receipt of your recent communication with which you submit for my examination and approval an abstract of title, warranty deed, contract encumbrance Record No. 42 and other files relating to the proposed purchase by the Board of Control of the Ohio Agricultural Experiment Station for the use of the Forestry Division of said department of a tract of land which is owned of record by Lulu Lloyd, Myrtle Wright and Belle Devol in Laurel Township, Hocking County, Ohio, which tract of land is more particularly described as being Fractional Lot No. 3 in Section No. 30, Township No. 12, Range No. 18, containing 46 acres, more or less.

On examination of the abstract of title submitted to me, which abstract is certified by the abstracter under date of February 17, 1937, I find that said Lulu Lloyd, Myrtle Wright and Belle Devol, as tenants in common and as sole heirs of Anthony M. Sweazy, deceased, have a good merchantable fee simple title to the above described tract of land and that the same is free and clear of all encumbrances except certain delinquent taxes on the property in the amount of \$28.04 and taxes for the year 1936 amounting to the sum of \$1.76. These taxes, delinquent and current, aggregating in amount the sum of \$29.80, are unpaid and are a lien upon the property..

The warranty deed which has been tendered to the state by said Lulu Lloyd, Myrtle Wright and Belle Devol has been properly

executed and acknowledged by said grantors and by David Lloyd and John Devol, husbands of Lulu Lloyd and Belle Devol, respectively. The form of this deed is such that the same is legally sufficient to convey the above described tract of land to the State of Ohio by fee simple title free and clear of the inchoate right of dower of David Lloyd and John Devol in the undivided one-third interests of their respective wives with a covenant of warranty that said premises are free and clear of all encumbrances except the delinquent and current taxes on the property above referred to, as to which it is recited in said deed that the grantors agree to pay said taxes "on date the money is received from the grantee for said premises."

Contract encumbrance Record No. 42, above referred to, has been properly executed and the same shows a sufficient unencumbered balance in the rotary fund to the credit of the Division of Forestry of the Board of Control of the Ohio Agricultural Experiment Station to pay the purchase price of this property, which purchase is the sum of \$506.00.

Inasmuch as the purchase price of this property is being paid out of revenues from lands owned by the State of Ohio and which are now under the control and management of the Division of Forestry of the Ohio Agricultural Experiment Station, no approval of the purchase of this property by the Controlling Board was or is necessary.

Subject to the exception above noted with respect to the taxes on this property, the title in and to this property in Lulu Lloyd, Myrtle Wright and Belle Devol is hereby approved as are the warranty deed above mentioned and contract encumbrance Record No. 42. All of the files submitted to me are herewith returned to you for further action in closing the transaction for the purchase of this property by the issuance of a voucher covering the purchase price of the property.

Respectfully,

HERBERT S. DUFFY,

Attorney General.