

It is obvious that the Court of Common Pleas appointed the shorthand reporter in question under and by virtue of Section 1547, *supra*, and fixed his compensation as provided by Section 1550, *supra*.

I know of no law permitting a county to allow and pay any compensation to a shorthand reporter, except as provided for and authorized by Section 1550, *supra*. Nor is there any statute authorizing payment to a shorthand reporter of such expenses as railroad fare, meals, lodging and miscellaneous expenses in a case of the kind described in the letter from your examiner. In other words, the payment to such shorthand reporter over and above the amount authorized in the journal entry making the appointment was illegal and it is my opinion that a finding for the amounts so unlawfully paid should be made.

Respectfully,
EDWARD C. TURNER,
Attorney General.

2703.

APPROVAL, FINAL RESOLUTIONS ON ROAD IMPROVEMENTS IN COLUMBIANA, MERCER AND WILLIAMS COUNTIES.

COLUMBUS, OHIO, October 11, 1928.

HON. HARRY J. KIRK, *Director of Highways, Columbus, Ohio.*

2704.

APPROVAL, ABSTRACT OF TITLE TO LAND OF EDWARD CUNNINGHAM IN NILE TOWNSHIP, SCIOTO COUNTY, OHIO.

COLUMBUS, OHIO, October 11, 1928.

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

DEAR SIR:—This is to acknowledge receipt of your communication of recent date enclosing corrected abstract of title and a warranty deed signed by Edward Cunningham and wife covering certain land in Nile Township, Scioto County, Ohio, and more particularly described in Opinion No. 2367 of this department, dated July 18, 1928.

As noted in said former opinion above referred to, the only question of consequence presented on a consideration of the abstract of title arises from the fact that one of the deeds in the chain of title to the lands here in question was executed to a partnership in its firm name. As to this it appears that on and prior to May 28, 1897, the lands in question were owned in fee simple by one Andrew J. Miller. On said date, said Andrew J. Miller and Mary Miller, his wife, executed and delivered a warranty deed for said land to Wallenstein, Loeb, Freiberg and Company for a stated consideration of eight hundred dollars, but actually in satisfaction of a debt then owing by him to said partnership. Although it appears that the lands in question were con-