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# Partnership

Hugh A. Ross

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Statute.<sup>26</sup> Said statute provides that a Board of County Commissioners may construct a subway within a county to be used by other publicly owned transportation systems at a rental fixed by the Board, to serve the general transportation purposes of the county.

The Supreme Court ruled as follows:

1. This does not constitute a gift of such subway to such transportation system or systems and the presumption is that the board will fix rentals and terms which are lawful.

2. There is no lending of credit to or in aid of a joint stock company, corporation or association.<sup>27</sup>

3. The fact that such a subway may directly benefit only a part of the taxpayers of the county, although the cost of construction will be borne by all taxpayers, does not contravene the rule of uniform taxation.<sup>28</sup>

4. Public transportation is a proper county function. The fact that Article XVIII, section 4, of the Ohio Constitution specifically gives municipalities but not counties the power to construct and operate "any public utility" does not by inference deny this power to counties.

The case also contains many other useful quotations for use by the courts in the future in passing upon the validity of municipal and other political subdivision bonds under the statutes pertaining thereto,<sup>29</sup> particularly insofar as certain technical errors in proceedings are concerned.

SAMUEL SONENFIELD

## PARTNERSHIP

In two cases the courts had to decide whether or not a somewhat ambiguous business relation constituted a partnership. In *Ford v. McCue*<sup>1</sup> the Supreme Court distinguished a partnership from a joint adventure and held that under the facts there was no evidence of either. In *Bousslough v. Shingledecker*<sup>2</sup> the contract expressly provided that the parties were principal and agent. The court of appeals held the agent liable for the debts of the principal on the ground that evidence of control of business affairs by the agent justified a jury finding of partnership. In both cases the courts treated the applicable provisions of the Uniform Partnership Act as declaratory of the common law.<sup>3</sup>

In an era of expanding state regulation of business it is important to note that compliance with the Uniform Partnership Act may not be

<sup>26</sup> OHIO REV. CODE § 307.201.

<sup>27</sup> OHIO CONST., ART. VIII, § 6.

<sup>28</sup> OHIO CONST., ART. XII, § 2.

<sup>29</sup> OHIO REV. CODE c. 133.