

It is obvious that one of the questions here presented on the facts above stated, is whether by the deed of conveyance from Andrew J. Miller and wife, to Wallenstein, Loeb, Frieberg & Co., an equitable estate only in said lands passed to said partnership, leaving the legal title to said lands in Andrew J. Miller, or whether on the other hand said conveyance was effective to convey the legal title in said lands to the individual members of the firm in trust for partnership purposes. It is not improbable that the lands were taken by the partnership in satisfaction of a debt owing by said Andrew J. Miller to the partnership, or for some other purpose connected with the activity of the partnership in the conduct of its business. It follows from this, as a reasonable assumption, that although it is not likely that said lands were used for partnership purposes, the proceeds of the same could have been made available for the payment of partnership debts and in adjusting the rights and equities between the surviving partners and others, arising out of the dissolution of the partnership, on the death of Abraham Wallenstein, one of said partners. On account of the lapse of time since the dissolution of the partnership, on the death of said Abraham Wallenstein, it is probable that the claims of all creditors of said partnership have been paid or adjusted, and that all rights and equities between the surviving partners and the personal representatives of the deceased partner have been long since determined and settled. However, before finally passing upon the question of the validity of the title of Edward Cunningham in and to the lands here in question, it is desired that an affidavit be procured from one of the surviving partners of said partnership, showing the purpose for which said lands were acquired and held by said partnership and how the same was treated in the settlement of the partnership affairs of the dissolution of the firm, which occurred on the death of Abraham Wallenstein. In this connection, it may perhaps be assumed that all the indebtedness of Abraham Wallenstein's individual estate has likewise been paid or otherwise settled. It will be well to have the affidavit set out the facts as to this matter also. When the affidavit requested has been furnished and made part of the abstract, an opinion will be directed to you on the merits of the question here presented, touching the title of Edward Cunningham to said lands.

I am herewith returning said abstract of title, deed and encumbrance estimate No. 3397.

Respectfully,  
EDWARD C. TURNER,  
*Attorney General.*

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2368.

APPROVAL, BONDS OF THE CITY OF GALLIPOLIS, GALLIA COUNTY,  
OHIO—\$16,000.00.

COLUMBUS, OHIO, July 18, 1928.

*Industrial Commission of Ohio, Columbus, Ohio.*