

Volume 4 | Issue 3

1953

Partnership

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Recommended Citation

Maurice S. Culp, *Partnership*, 4 W. Res. L. Rev. 248 (1953)

Available at: <https://scholarlycommons.law.case.edu/caselrev/vol4/iss3/24>

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sort of equity in the instrument, although not legal title, and a purchaser for value who takes in actual good faith but after maturity. Inasmuch as the Negotiable Instruments Law is concerned with actions on the instrument and defenses thereto, some courts determine the above issue on general equitable principles and hold in favor of the innocent purchaser for value. Others, including Ohio,¹³ hold against the innocent purchaser for value, subjecting him to equities as well as to defenses by reason of his having taken after maturity. A recent Ohio decision is in accord with the principle of the earlier Ohio cases, although technically the particular point is dictum because the purchaser was on notice of the equity and therefore not an innocent purchaser.¹⁴

FLETCHER REED ANDREWS

PARTNERSHIP

Recent litigation in the field of partnership pertained primarily to questions concerning the problem of "joint adventure." In *Vrabel v. Acri*,¹ the Ohio Supreme Court had to determine the extent of liability of one joint adventurer for the intentional tort of the other. The court held that the defendant was not liable, stating:

Since the liability of one partner or of one engaged in a joint enterprise for the acts of his associates is founded upon principles of agency, the statement is in point that an intentional and wilful attack committed by an agent or employee, to vent his own spleen is a clear departure from his employment and his principal is not responsible therefor.²

In *DeMarco v. Lucas*³ the defendant was sued for the tort of an alleged joint adventurer. The court stated that a joint adventure exists when two or more persons join their efforts, such as money, property, services or time, in seeking to accomplish a single purpose for their mutual benefit

¹³ *Uhl v. First Nat. Bank*, 120 Ohio St. 356, 166 N.E. 213 (1929); *Osborn v. McClelland*, 43 Ohio St. 284, 1 N.E. 644 (1885). *But cf.* *Combes v. Chandler*, 33 Ohio St. 178 (1877). No attempt is made here to discuss this problem thoroughly or to point out certain distinctions leading to opposite results in the same jurisdiction.

¹⁴ *Cast Stone Co. v. McGown*, 60 Ohio L. Abs. 545, 102 N.E.2d 615 (Ohio App. 1951).

¹ 156 Ohio St. 467, 103 N.E.2d 564 (1952).

² *Id.* at 474, 103 N.E.2d at 568.

³ 103 N.E.2d 583 (Ohio App. 1951).

⁴ 157 Ohio St. 474, 106 N.E.2d 296 (1952).

⁵ 91 Ohio App. 525, 108 N.E.2d 859 (1952).