

## **Cribb v Korn (1911) 12 CLR 205**

<https://lawcasesummaries.com/knowledge-base/cribb-v-korn-1911-12-clr-205/>

### **Facts**

- Korn was engaged by Rano to assist in agricultural or pastoral work at a place called Barncleuth, of which Cribb was the owner.
- Cribb had verbally agreed with Rano to lease him two cultivation paddocks at Barncleuth, and any other area he could effectually cultivate, with a right to graze any horses and cattle necessary for his operations in working the place as a farm and dairy.
- Cribb stipulated, however, that Rano was not to keep any animals of his own on the place, with the exception of one horse. In consideration, Rano was to pay Cribb one half of the proceeds of the produce when realised. Cribb subsequently supplied farming implements for use by Rano.
- Rano milked four cows and worked four horses.
- Rano also had the use of all the implements on the place as long as he remained there, but no definite period was agreed upon, or as to the use of the implements, or as to the times at which the half proceeds of the produce were to be paid to Cribb.
- Rano hired Korn to help him take care of the fields, but Korn was injured and sued both Cribb and Rano, alleging that they were partners and as such they were both his employers.

### **Issues**

- Was there a partnership between Cribb and Rano?

### **Held**

- The High Court held that this was not a partnership as all they were doing was sharing gross returns and never intended to conduct the business as a partnership.
- Rano was found at all times to be working on his own behalf.

### **Quotes**

*"I turn now to the question of partnership. It has already become apparent that the view I take of the agreement is inconsistent with the existence of the relation of co-partners between the appellant and Rano. To be partners, they must be shown to have agreed to carry on some business—in this case the business of farming—in common with a view of making profits and afterwards of dividing them, or of applying them to some agreed object. There is nothing to show that the appellant intended to engage in*

*farming at all, or to be concerned in the transaction beyond his right to compensation."*

### **Full Text**

The full text is available here: <https://jade.io/j/?a=outline&id=62152>

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