

**1610 JOINT ADVENTURE (ENTERPRISE): AUTOMOBILE CASES**

A joint adventure is created when there is a financial or commercial agreement between the parties, either expressed or implied, to contribute money or services in a business venture. In such relation, the parties share the profits but not necessarily the losses, and each party has mutual control of the means employed to carry out their common purpose or control of the subject matter of the venture. "Control," as here used, does not mean the actual or physical operation of automobile but rather control as applied to the use of the automobile.

A joint adventure does not arise from a social relation or from a joint interest in the object or purpose of the trip.

**COMMENT**

This instruction and comment were approved in 1978. The comment was reviewed without change in 1990.

Bach v. Liberty Mut. Fire Ins. Co., 36 Wis.2d 72, 152 N.W.2d 911 (1967); Kuzel v. State Farm Mut. Ins. Co., 20 Wis.2d 558, 568, 123 N.W.2d 470 (1963); Estate of Starer, 20 Wis.2d 268, 270-71, 121 N.W.2d 872 (1963); Edelbeck v. Hooten, 20 Wis.2d 83, 88, 121 N.W.2d 240 (1963); Bowers v. Treuthardt, 5 Wis.2d 271, 280, 92 N.W.2d 878 (1958); Lewis v. Leiterman, 4 Wis.2d 592, 91 N.W.2d 89 (1958); Schweidler v. Caruso, 269 Wis. 438, 443, 69 N.W.2d 611 (1955); 30 Am. Jur. Joint Adventure § 2, p. 939 (1958).

When one party supplies services and the other party furnishes money, it is not necessary to prove an agreement to share the losses; such an agreement will be implied unless there is an express agreement to the contrary. Estate of Starer, *supra* at 271.

Parties can expressly agree not to share losses. Estate of Starer, *supra*.

Wisconsin cases holding that joint owners of an automobile engaged in joint use for a common purpose are joint adventures are overruled. Edlebeck v. Hooten, 20 Wis.2d 83, 91, 121 N.W.2d 240 (1963).