

The leading case in B.C. on the general test for the existence of a partnership is that of *Hayes v British Columbia Television Broadcasting System Ltd* (1992), 74 BCLR (2d) 120 (CA) [*Hayes*]. In determining whether a partnership has formed, the meaning of the words “carrying on business in common with a view of profit” should be considered (*Hayes*).

The parties must intend a partnership to form (*Sproule v McConnell*, [1925] 1 DLR 982 (Sask CA) [*Sproule*]). The analysis used to discern the intention of the parties is two-pronged. A court will first review the agreement between the parties, then will look to the conduct of the parties (*Sproule*). Because there is no express contract in the present circumstances, a court would immediately turn to the second branch of the analysis, which was described in *Hayes* as follows:

[It] requires the court to enquire into whether the conduct of the parties during the currency of their joint project constituted a partnership relationship notwithstanding their contrary intention and the provisions of their agreement (at 123).

The parties in *Hayes* did not meet the “business in common with a view to profit” test.