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Helvering Vs. Combs

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Court : US Supreme Court

Decided On : Dec-16-1935

Appeal No. : 296 U.S. 365

Appellant : Helvering

Respondent : Combs

Judgement :

Helvering v. Combs - 296 U.S. 365 (1935)
U.S. Supreme Court Helvering v. Combs, 296 U.S. 365 (1935)

Helvering v. Combs

No. 238

Argued November 22, 1935

Decided December 16, 1935

296 U.S. 365

CERTIORARI TO THE CIRCUIT COURT OF APPEALS

FOR THE NINTH CIRCUIT

SYLLABUS

A common enterprise, under a trust instrument, for acquisition of an oil lease, drilling and operation of an oil well, sale of the products, sale of the well, and distribution of income among the beneficiaries *held* taxable on income as an "association" under the Revenue Act of 1926, upon the authority of *Morrissey v. Commissioner, ante,* p. 296 U. S. 344 . P. 296 U. S. 368 .

76 F.2d 682 reversed.

Page 296 U. S. 366

Certiorari to review a judgment affirming a decision of the Board of Tax Appeals which overruled an assessment of income taxes laid on a trust as an "association."

MR. CHIEF JUSTICE HUGHES delivered the opinion of the Court.

The trustees of E. E. Combs Well No. 2 contested the ruling of the Commissioner of Internal Revenue that the taxpayer was taxable as an association, and not as a trust, on its income for the years 1925 and 1926. The Board of Tax Appeals sustained their contention and the Circuit Court of Appeals affirmed the order of the Board. *Commissioner v. Combs,* 76 F.2d 682. A writ of certiorari was issued in view of the conflict of decisions to which we have referred in *Morrissey v. Commissioner, ante,* p. 296 U. S. 344 .

The trust was created "to finance and drill a well for production and sale of oil and other hydrocarbon substances under Oil and Gas Lease dated July 24, 1924." By the agreement, the Hub Oil Company, a California corporation and owner of the oil and gas lease, assigned to E. E. Combs and Edward Everett, as trustees, all its rights under the lease, subject to a reservation of 6.5 percent of all oil, gas, and other hydrocarbon substances which might be produced and of a royalty interest in favor of one Smithson of 2 percent. The agreement described as beneficiaries "all persons who may own or acquire portions of the whole beneficial interest" as defined. The

assignor agreed to supply to the trustees certain equipment, and one Bailes had already agreed to furnish other equipment and materials and to superintend the operation of drilling the well in consideration of 12 percent of the production. The trust was to pay all labor claims and for materials not otherwise provided.

The "whole beneficial interest" in the trust was defined as .71333 percent of gross production, and the beneficiaries were to be paid their *pro rata* shares, after deduction for the payment of lawful trust obligations, as follows: (a) 25 percent of gross production to the beneficiaries who provided money for the trust purposes; (b) .44333 percent to E. E. Combs, and (c) 2 percent to Edward Everett. Certificates of beneficial interest were to be issued in approved legal form, and were to be held in escrow until a producing well was brought in. Thirteen persons were named as beneficiaries, with the amounts contributed and the percentages owned by each, these amounts aggregating $25,000 and the percentage of ownership amounting to 25 percent. The "certificate of beneficial interest" recited that the party named was the holder of a beneficial interest under the trust agreement in the amount stated, and that the same was transferable only upon the books of the trustees, upon indorsement and surrender of the certificate. The trustees were authorized to hold all property and property rights, the legal title to which might vest in them under the trust, to use the moneys deposited by beneficiaries to pay for labor, casing, and other materials incident to drilling and production, to manage and protect the trust property, to pay "trust debts," to sell all products of the well, to borrow money upon the credit of the trust, and to sell any "unsold beneficial interests" as they might deem best for trust purposes. The trustees were not to be individually liable except for willful misconduct. E. E. Combs was to act as production manager at a stated salary after the

well was in production. All proceeds "of sale of well products" were to be paid into a designated bank, to be distributed as agreed.

The provisions of the agreement were carried out. The thirteen described beneficiaries contributed the amount above stated. A well was drilled in 1925, and produced oil through the remainder of that year and for a portion of the year 1926. In the latter year, the trustees sold the lease. In both years, they currently distributed to the beneficiaries the net proceeds from the sale of oil and from the sale of the lease and, after the latter sale and distribution of the moneys received, the trust was terminated.

The beneficiaries did not hold a meeting, and the trust had no office or place of business, no seal, bylaws, or official name, and the operations of the trustees were confined to the one lease they acquired.

In considering whether an association was created, the fact that the beneficiaries did not exercise control is not determinative. *Hecht v. Malley,* 265 U. S. 144 ; *Morrissey v. Commissioner, supra.* The parties joined in a common enterprise for the transaction of business, and the beneficiaries who contributed money for that purpose became associated in the enterprise according to the terms of the arrangement. The essential features of the enterprise were not affected by the fact that the parties confined their operations to one oil well. *See Swanson v. Commissioner, ante,* p. 296 U. S. 362 . Parties may form an association for a small business as well as for a large one. Here, through the medium of a trust, the parties secured centralized management of their enterprise, and its continuity during the trust term without termination or interruption by death or changes in the ownership of interests, and with limited liability and transferable beneficial interests evidenced by certificates. Entering into a joint undertaking they avoided the characteristic responsibilities

of partners and secured advantages analogous to those which pertain to corporate organization. The fact that meetings were not held or that particular forms of corporate procedure were absent is not controlling. *Morrissey v. Commissioner, supra.*

We think that the taxpayer was taxable as an association. The judgment is reversed, and the cause is remanded for further proceedings in conformity with this opinion.

It is so ordered.

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