

right of expulsion were irresponsible to law, and their decisions were irreversible by it, so long as the club or committee had acted in the *bona fide* exercise of its authority, the greatest care must be taken by the acting body to act in all particulars, even the most minute, with *bona fides*, in exact accordance with the rules, and to give a fair opportunity of defending himself to the member whom it was proposed to expel. The result of a motion before Vice-Chancellor Bacon on the 9th inst., in the case of *Foster v. Harrison*, the final issue of which case was in fact decided by the result of the motion, goes far to support the propositions for which we contended. The club where the dispute arose was a workingmen's club at the West End, and the plaintiff was a member of the club, and also a member of a Licensed Victuallers' Trade Protection Association. The circumstances under which the plaintiff was expelled by the club committee were as follows:—The committee of the club, who held no license for the sale of spirituous liquors, were accustomed to sell spirits and beer in bottle to members, to be either consumed on the premises or taken away. The plaintiff, to test the legality of this course, and by the instructions of his Trade Protection Association, bought a bottle of whiskey, and another of beer at the club, and took them away with him. He then sent a messenger with his member's ticket, with instructions to buy a bottle of beer, but he was not served on its being discovered that he was not a member. The Trade Protection Association took out a summons in the police court against the committee for an infringement of the licensing laws; evidence was given by the plaintiff in support, and the committee were held guilty and fined. The plaintiff was then informed that his conduct would be considered by the committee, and they afterwards informed him that he had been expelled for breach of the club rules. The only rule which was cited on the hearing of the motion as having been infringed, was a rule providing that no visitor could pay for any article, and the contention on the part of the club was, that the attempt of the plaintiff to purchase through the messenger was a breach of the rule with respect to visitors. The motion made on behalf of the plaintiff was for an injunction to restrain the committee from interfering with his enjoyment of the club

property, and the Vice-Chancellor granted the application, holding that no breach of the rules had been committed, that every member of a club was entitled to enjoy the advantages of a club unless guilty of conduct unfitting him to remain a member, and that the committee had acted without reasonable excuse or justification. The consequences of expulsion from clubs may be very serious; in any case it involves the deprivation of rights and privileges which the expelled member has purchased, and it is a fitting exercise of the authority of the court to prevent such deprivation when undeserved. The rules of this club seem to have been much less stringent than club rules usually are, and to have given the committee far less an autocracy than committees generally expect. This must in all probability have been intentional, and if other clubs would follow the example, some good might be done. As it is, the rules generally give such extensive powers that a member is helpless when he has the committee against him, if there is the slightest pretence for their conduct, for an appeal to the club generally is idle, as to reverse the decision of the committee would be to condemn them.—*Law Times*, (London).

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, December 24, 1881.

Before RAINVILLE, J.

SWEENEY v. BUCHANAN et al.

Deposit—Evidence—“In trust.”

Where A intrusted a sum of money to B to be invested for A's benefit, and B employed the money in the purchase of shares of a certain stock, which he held in his own name “in trust,” and subsequently transferred these shares (with others belonging to himself) to a Bank, as collateral security for a personal debt: held, that A could not claim the shares or the value thereof from the Bank; that B's admission of the deposit and of A's title to the shares did not make proof as against a third party who received them in good faith and in ignorance of the trust; and the mere fact that the words “in trust” appeared after B's name in the certificate of stock (without any indication or identi-