

to carry on the business for which it was formed, and was engaged in carrying on another business, not contemplated by the articles of association. The learned Judge held that it was just and convenient to grant the application, and so ordered. The order was accordingly drawn up and delivered out, but not passed or entered. Subsequently the petitioner and the respondents effected a compromise, and an application was made, on consent, to dismiss the petition, which was done, the order eventually issued containing a recital of the circumstances under which it was made. See *infra* p. 491 *In re Bristol Joint Stock Bank*.

CONTEMPT OF COURT—NEWSPAPER COMMENTS ON PENDING PROCEEDINGS—FINE.

*In re Crown Bank, In re O'Malley*, 44 Chy.D., 649, is a matter arising out of the preceding case, and is a decision of North on a motion to commit a newspaper publisher for contempt in publishing comments on the proceedings in that matter. These comments were instigated by the petitioning shareholder, and were to the effect that the "so-called bank" was "a fraudulent concern," and that the examination of the officers of the company would result in interesting revelations. For this the publisher was adjudged guilty of contempt of Court, and sentenced to pay a fine of £50 and costs. The case is also useful for reference as containing a form of the order made.

WILL—CONSTRUCTION—MARRIAGE WITH CONSENT OF TRUSTEE.

*In re Smith, Keeling v. Smith*, 44 Chy.D., 654, personal estate had been bequeathed to the testator's son, from and after his marriage, "with the consent of at least two of the trustees for the time being;" and the question was whether the consent to the marriage, which had taken place, had been duly given. The son, it appeared, had made a verbal request to the trustees for this consent, and they desired him to make his application in writing. He then applied in writing for their consent, and the trustees replied that they were prevented from taking any action, as they had been told the lady had declined his proposal. In this they appeared to have been mistaken, for the marriage took place, and, in the course of the proceedings to determine the question whether there had been a consent within the terms of the bequest, the trustees deposed that at the time of the son's verbal application they had no objection to the marriage, but were of opinion that it was not at that time desirable. Stirling, J., held that the consent had been substantially given within the principle of *Dorley v. Des Bouverie*, 2 Atk. 261.

PROPRIETARY CLUB—MEMBER HAVING NO RIGHT OF PROPERTY—EXPULSION—REGULARITY OF EXPULSION—INJUNCTION.

In *Baird v. Wells*, 44 Chy.D., 661, the regularity of certain proceedings, which resulted in the expulsion of the plaintiff from the Pelican Club, was called in question, and the plaintiff claimed an injunction to restrain the proprietor and secretary of the club from interfering with his use and enjoyment of the club. It appeared that the club was owned by the defendant, Wells, and that members had no rights of property in it, but merely the right to enjoy the privileges of the