

LAWYERS' INCOMES—THE LAW OF CLUBS.

dollars. But these are exceptional cases, and there are probably not fifty lawyers in New York, whose income, from their regular business, reaches ten thousand per annum.

The rank and file of the profession in this country do not make on the average three thousand a year, and a young man that has worked himself into a business worth two thousand a year is thought to have a very flourishing practice. There are of course many who have done better, while on the other hand there are many who have done worse.

It is a popular impression that the *speaking* lawyers, those who appear in court and have their names connected, in the newspapers, with the trial of cases, are the ones who reap the golden harvest, but this is by no means always the case. "Office business," as it is here called, is quite as profitable as "court business," and he who confines himself to the routine of office practice is apt to have in the end quite as much *eclat*, as he who devotes his energies to the more brilliant duties of the court room.—*Albany Law Journal*.

THE LAW OF CLUBS.

A Club is not a partnership, and the rights and liabilities of its members *inter se*, and towards the public, are not regulated by the law of partnership. In the matter of St. James' Club, 2 D. G. M. & G. 383, Lord St. Leonard said: "The law, which was at one time uncertain, is now settled that no member of a club is liable to a creditor, except as far as he has assented to the contract in respect of which such liability has arisen." And again he says: "The individuals who form a club do not constitute a partnership nor incur any liability as such." This case decided also that clubs are not "associations" within the meaning of the winding-up acts of 1848-9. The latter acts relative to "winding-up" do not change the law as to clubs as laid down in this case. The case of *Fleming v. Hector*, 2 M. & W., 172, decided in 1836, is the leading case in England in respect to the liability of individual members of clubs for supplies furnished to the club. The "Westminster Reform Club" was organized under the following rules: That the initiation fee should be ten guineas; that the annual subscription

should be five guineas; that if any subscription was not paid within a limited time, the defaulter should cease to be a member; that there should be a committee to manage the affairs of the club; and that all the members should discharge their club bills daily, the steward being authorized, in default of payment on request, to refuse to continue to supply them. The court held, in an action by an outsider against a member to recover for supplies furnished, that the individual members were not personally liable; for that the committee had no authority to pledge the personal credit of the members. Baron Parke, in his opinion, used the following language: "The rules of the club from its constitution. . . . This action is brought against the defendant on a contract, and the plaintiff must prove that the defendant, either himself or by his agent, has entered into that contract. That should always be borne in mind. . . . It is upon the construction of these rules that the liability of the defendant depends." In order to render a member of a club liable, it must be made to appear that the rules of the club specially authorized the incurring of the personal liability, or that the member distinctly assented to it. *Todd v. Emly*, 8 M. & W., 505, was an action against a member to recover for the price of wine furnished to the committee of a club. Baron Alderson said that, "in order to establish the liability of the defendant, the jury should have been satisfied that what was done was not only within the knowledge of the committee generally, but also within the particular knowledge of the defendant." See, also, *Reynell v. Lewis*, 15 M. & W. 517; *Wood v. Finch*, 2 F. & F., 447. There are a few cases in which personal liability was held to exist upon grounds not at all infringing upon the doctrine of the above cases. In *Cross v. Williams*, 7 H. & N., 675, an officer of a volunteer rifle corps was held responsible for uniforms furnished to the corps by a tailor, upon the principle that the officer had pledged his personal credit. In *Cockerell v. Aucompte*, 26, L. J. C. P., 194; 2 C. B. N. S., 440, the members of a club were held liable for coal purchased by the secretary, on the ground that the constitution of the club authorized the pledging of their personal credit.