

feeling ought to be maintained, and for this purpose the power of expelling an obnoxious member is vested in a certain majority of its members. We admit that this power cannot be exercised corruptly or capriciously, but if that is not proved to have been the case, the Court cannot interfere with the discretion of the members. The only question, therefore, is, whether they have acted *bonâ fide* for the good of the club. In *Inderwick v. Snell* (1), where a general meeting of a company was empowered by the deed of settlement to remove any director for negligence, misconduct in office, or any other reasonable cause, and certain directors were removed for alleged misconduct, and new directors appointed,—on a bill filed by the directors who had been removed to set aside the proceedings of the meeting, it was held that the words “reasonable cause” referred only to such a cause as should be deemed reasonable by the shareholders, and that, in the absence of fraud, the Court had no jurisdiction to interfere. That decision has been followed in the case of *Manby v. Gresham Life Assurance Society* (2). Here the Court has no right to interfere with the honest exercise of the discretion of the members. The circumstances of the case, and the Plaintiff’s conduct, were sufficient to justify the calling of the meeting, and, with regard to the Plaintiff’s votes at the election, if the majority held that those votes were contrary to the well being of the club, even if that were the reason of the decision, it would afford no ground for the interference of the Court.

Mr. Wickens, in reply.

LORD ROMILLY, M.R.:—

I should have reserved my judgment in this case if I thought that by so doing I could have arrived at any different conclusion from that to which I was led very early in the argument.

This is an application by the Plaintiff asking a declaration that he is entitled to the enjoyment of the property and effects of the *Conservative Club*, and to participate in its rights, privileges, and benefits, and

also that the Defendants, the committee of the club, may be restrained by injunction from excluding him therefrom, or removing his name from the list of members of the club.

These clubs are very peculiar institutions. They are societies of gentlemen who meet principally for social purposes, superadded to which there are often other purposes, sometimes of a literary nature, sometimes to promote political objects, as in the *Conservative* or the *Reform Club*. But the principal objects for which they are designed are social, the others are only secondary. It is, therefore, necessary that there should be a good understanding between all the members, and that nothing should occur that is likely to disturb the good feeling that ought to subsist between them.

It follows that a club is a partnership of a perfectly different kind from any other. In order to secure the principal object of the club, the members generally enter into a written contract in the form of rules, and in the rules of this club it is provided (Rule 29), that, “it shall be the duty of the committee, in case any circumstances should occur likely to endanger the welfare and good order of the club” (that is, likely in their opinion to do so), “to call a general meeting, and in the event of its being voted at that meeting by two-thirds of the persons present, to be decided by ballot, that the name of any member shall be removed from the club, then he shall cease to belong to the club.” That rule amounts to this, that if such circumstances as are there referred to should arise, it would be the duty of the committee to call a meeting, and to submit the matter for a judicial decision of the members of the club at that meeting, and then it would be for them to determine whether any “circumstances likely to endanger the welfare and good order of the club” had taken place.

The evidence shows that this has occurred in the present case. The committee were of opinion that circumstances had occurred likely to endanger the welfare and good order of the club; they called a general meeting of the club. The matter was sub-