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EXPULSION FROM CLUBS.

The appeal by Mr. Labouchère to the Courts, from the sentence of expulsion pronounced against him by the Beefsteak Club, recalls to mind a celebrated case which occurred about a dozen years ago,—we refer to the action brought by Mr. Hopkinson against the Marquis of Exeter and other members of the Conservative Club. Mr. Hopkinson had been expelled from the club for voting for certain Liberal candidates in his county. The majority against him was very large, 191 voting for his expulsion, and only 21 against it. Nevertheless, he appealed to the Courts, and asked for a declaration that so long as he should conform to the rules of the club (which he offered to do), he was entitled to its privileges and benefits. The case was argued by distinguished counsel on either side, Sir Roundell Palmer (now Lord Selborne) appearing for Mr. Hopkinson; but the Master of the Rolls (Lord Romilly) declined to interfere, because, in his opinion, the decision of the club had been arrived at, in accordance with its rules, *bonâ fide* and without caprice, and the Court had no jurisdiction to set aside that decision. The 29th rule of the club provided that it was "the duty of the committee, in case any circumstance should occur likely to endanger the welfare and good order of the club, to call a general meeting," and any member might be removed by the votes of two-thirds of the persons present at such meeting. Lord Romilly had no doubt that the Court had power to interfere, if caprice or improper motive appeared to have actuated the decision; but he said that "it must be a very strong case that would induce this Court to interfere." (See 4 L. C. Law Journal, pp. 104-107, where the report of the case appears.) In 1878, the Rolls Court did interfere, and set aside a vote of expulsion, in the case of Major Fisher against the Army and Navy Club, it being held that the expulsion of the plaintiff had been voted without allowing him an opportunity of explanation,

and that the rules had been strained to include the case.

In Mr. Labouchère's case, the expulsion has also been effected by a rather violent interpretation of club rules. The reason assigned was an article published by Mr. Labouchère in the *London Truth* respecting Mr. Lawson, another member of the club. The members adopted the view that the publication of this article, in a journal which might be brought into the club, was the same thing as if Mr. Labouchère had publicly uttered the words in the club rooms. This seems to be a fanciful view, with which it is possible that the Courts may not agree. But, on the other hand, the action of social organizations like clubs, as regards their membership, is not to be too rigidly scrutinized in a law Court. The members are entitled to some freedom of judgment. The fact of a two-thirds vote against a member affords a pretty strong presumption that his continued presence in the club will not conduce to its well-being. If, then, the case can fairly be brought under a rule to which the aggrieved person assented by becoming a member or otherwise, the Courts will probably be slow to encourage litigation which might lead to the dissolution of the society.

PROPERTY OF BANKS IN MONEY DEPOSITED.

The case of *National Mahaiwe Bank v. Peck*, which has recently been decided by the Supreme Court of Massachusetts, involved a point similar to that which came under the notice of the Superior Court of Montreal, in May last, in *Marler v. The Molsons Bank* (p. 166 of this volume), and Chief Justice Gray, of the Massachusetts court, based his judgment on the principle that was followed by Mr. Justice Sicotte in the Canadian case. The following extract from the observations of the Chief Justice states the point concisely:—"Money deposited in a bank does not remain the property of the depositor, upon which the bank has a lien; but it becomes the absolute property of the bank, and the bank is merely a debtor to the depositor in an equal amount. *Foley v. Hill*, 1 Phillips, 399, and 2 H. L. Cases, 28. So long as the balance of account to the credit of the depositor exceeds the amount of any debts due