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*110 Doyle v White City Stadium Limited.

Positive/Neutral Judicial Consideration

Court
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Court of Appeal

Lord Hanworth M.R. , Slesser and Romer L.JJ.

1934 July 10, 11.

Contract—Infant—Application for licence as boxer—Agreement to abide by rules of Boxing Board of Control—Agreement akin to labour contract—Contract for benefit of infant—Agreement to abide by any alteration of rules—Rules altered—Altered rules binding on infant in absence of notice.

The plaintiff, who was under twenty-one years of age, applied in March, 1932, for a licence as a boxer in the following words: "I hereby apply for a licence as a boxer and, if the licence is granted me, I declare to adhere strictly to the rules of the British Boxing Board (1929) as printed and abide by any further rules or alterations to existing rules as may be passed." A licence was duly granted and renewed for a further year on March 1, 1933. A copy of the rules was supplied to the plaintiff at the time of his application, and reg. 20, para. 16, provided that the boxer's money might be stopped only when he was disqualified "for committing a deliberate foul, for not trying, or retiring without sufficient cause, or if the referee gives a no contest decision." This paragraph was altered on June 17, 1932, to read:

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> "Boxers in case of disqualification are only entitled to receive bare travelling expenses, pending the decision of the board .... when the board .... may deal with the money as it thinks fit."

No notice of the altered rules was given to the plaintiff.

On July 12, 1933, the plaintiff agreed to box at the White City Stadium on the terms that he should receive 3000*l*. win, lose or draw. At the contest the plaintiff was disqualified for hitting below the belt. The promoters of the contest paid the sum of 3000l. to the Board of Control at their request, and after holding an inquiry the Board withheld the money from the plaintiff on the ground that he had been disqualified. The plaintiff brought proceedings to recover the amount against White City Stadium Ld., and the Board of Control.

MacKinnon J. dismissed the action against the White City Stadium Ld. on the ground that the contract for payment of 3000*l*. was not made with them but with the promoters; but gave judgment against the Board of Control, holding that, although the agreement with the Board of Control was binding on the plaintiff, notwithstanding his infancy, as being a contract analogous to a contract of employment and for his benefit, the board had no right to stop the sum of 3000l. under the original rule, and the rule as altered was not binding on the plaintiff because he had never received notice of the alteration. On appeal:-

Held, (reversing MacKinnon J.'s decision as regards the altered rule), (1.) that the contract with the Board of Control was so closely connected with a contract as to employment that it was ***111** binding on the infant plaintiff, having regard to the fact that the contract as a whole was for his benefit; and (2.) that notice of the altered rules was unnecessary in order to make them binding on the plaintiff in view of the terms of his application for a licence.

Clements v. London & North Western Ry. Co. [1894] 2 Q. B. 482 applied on the first part.

APPEAL from MacKinnon J.

The plaintiff Joseph Doyle (who was an infant suing by his next friend) was a professional boxer and professionally known as Jack Doyle. In March, 1932, the plaintiff had applied to the British

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Boxing Board of Control (1929) for a licence as a boxer and the form of application signed by him contained the following words:

> "I hereby apply for a licence as a boxer and, if this licence is granted me, I declare to adhere strictly to the rules of the British Boxing Board of Control (1929) as printed and abide by any further rules or alteration to existing rules as may be passed."

A licence for a year was duly granted to him and renewed for a further year in March, 1933.

A copy of the rules furnished to the plaintiff when his application was made contained regulations constituting the Board as an association controlled by a president, two vice-presidents, and not exceeding 25 stewards to be appointed as there provided, and an honorary treasurer and a general secretary, with as its main objects "(a) to control and regulate professional boxing in the United Kingdom .... (b) to encourage professional boxing in the United Kingdom and safeguard licence-holders' interests .... (c) to arrange international agreements and promote the interests of British professional boxers in world's championships (d) to promote and safeguard the interests of British professional boxers throughout the world." Regulation 9, para. 9, provided that additions or alterations to the regulations (which the board were empowered to make by reg. 18A) should be submitted for confirmation to the next annual general meeting of members of the association. Regulation 15 contained provisions in regard to licences to promoters of professional boxing, boxers, boxers' managers and others, and para. 3 provided that any person to whom a licence was issued was ***112** to be deemed to have read the regulations of and to be a member of the Board of Control and to have agreed to accept any decisions under any of the regulations. Regulation 20, para. 16, provided: "Boxers' money to be stopped only when disqualified for committing a deliberate foul, for not trying, or retiring without sufficient cause, or if the referee gives a 'no contest' decision." This paragraph of the regulation was altered on June 17, 1932, to read:

> "Boxers in case of disqualification are only entitled to receive bare travelling expenses, pending the decision of the board or branch on the circumstances of the case, when the board or branch may deal with the money as it thinks fit. ...."

No notice of the change of rules was given to the plaintiff.

On June 29, 1933, the plaintiff entered into an oral agreement through his manager, Dan Sullivan, with F. S. Gentle, to box with Jack Petersen at the White City Stadium on July 12, 1933, on the terms that he should receive 3000*l.* for the fight, win, lose or draw. The plaintiff alleged that F. S. Gentle entered into the agreement as agent for the White City Stadium Ld. The fight was for the

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heavyweight championship of Great Britain, and it duly took place, but during the second round the plaintiff was disqualified for hitting below the belt and Petersen declared the winner. On July 14, 1933, the secretary of the Board of Control wrote to the plaintiff asking him to appear before the administrative stewards of the Board on July 19, 1933, to explain his conduct in incurring the disqualification and "to give any information to the stewards to enable them to decide how the purse money shall be disposed of." The plaintiff attended at the meeting, answered questions and apologized for what had happened. The Board had previously requested Jeff Dickson, of Jeff Dickson Sports Promoters Ld., who were the promoters of the fight and had hired the White City Stadium for the contest, to pay them the sum of 3000l. agreed to be paid to the plaintiff and he had done so, stating in his letter dated July 14, 1933, in which the amount was remitted, that it represented the plaintiff's nett share. As a result of the inquiry held by them, the Board suspended the plaintiff's boxing licence for six ***113*** months and further decided that out of the sum of 3000l. there should be paid 5l. a week to the plaintiff for six months, 5l. a week to the plaintiff's mother for six months, and that the method of dealing with the balance should be left to the discretion of the general joint committee of the Board of Control.

In these circumstances the plaintiff brought this action against the White City Stadium Ld. and the administrative stewards of the Board of Control, claiming the sum of 3000*l*.

MacKinnon J. held that the agreement to pay 3000*l*. to the plaintiff for the fight was not made with the White City Stadium Ld. but with Jeff Dickson or his company. He therefore gave judgment in favour of the White City Stadium Ld.

As regards the alternative claim against the administrative stewards of the Board of Control, the Board could only be entitled to forfeit the 3000*l*. if authorized to do so by their contract with Doyle, which had come into existence by reason of his application for and the grant to him of a licence. The plaintiff was, however, an infant and it was therefore contended that the contract was not binding on him. The rule was that with certain exceptions all contracts with an infant were voidable. Those not voidable because they were for the infant's benefit were contracts of apprenticeship, contracts for doing work and earning wages, and contracts by way of marriage settlements. There had been an extension of the second class to contracts incidental to employment, as in *Clements v. London & North Western Ry. Co.* [1] In this case the contract had this connection with the possibility of the infant doing work or labour or engaging in a performance for reward that, if he desired to enter on the career of a professional boxer, he could not do so without the licence of the Board of Control. The contract was thus for the infant's benefit, and was so nearly concerned with his entering upon a form of employment that it must be held binding on the plaintiff.

The action of the Board of Control in forfeiting the sum of ***114*** 3000*l*. had in his view been done under the amended para. 16 of reg. 20. It could not have been done under the original para. 16, as the plaintiff had not on the evidence been disqualified for a deliberate foul. The question therefore arose whether the plaintiff was bound by the amended rules. In applying for a licence the plaintiff agreed to abide by any further rules or alteration of existing rules. Did that bind him to any alteration of which no notice was given to him? It was a well settled principle that if a contract

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was made by reference to other documents, the person seeking to rely on the other documents must show that their terms were reasonably brought to the knowledge and attention of the other party. He (his Lordship) therefore thought that when the plaintiff agreed to abide by any further rules or alteration of existing rules that was subject to the condition: "Provided that they are brought to my attention and a copy of them given to me, or an opportunity for obtaining a copy at the very least." It followed that the plaintiff was not bound by the new para. 11 and that he was therefore entitled to recover the sum of 3000l. from the administrative stewards as money had and received to his use.

The defendants, the administrative stewards of the British Boxing Board of Control (1929) appealed. The appeal was heard on July 10 and 11, 1934.

Sir Patrick Hastings K.C. and *Tristram Beresford* for the appellants. The plaintiff is bound by para. 16 of reg. 20, notwithstanding that he is an infant, as MacKinnon J. has found. If he were not he would not be allowed to box and would be deprived of his means of livelihood. But MacKinnon J. was wrong in holding that the plaintiff was not bound by that paragraph as altered in 1932. It is hard to believe that this alteration would not become known to every prizefighter within a very short time of its being made. In any case the plaintiff had agreed when applying for a licence to be bound by any alteration of the rules. Moreover, as a member of the association the plaintiff would be presumed to ***115** be acquainted with its rules: *Raggett v. Musgrave.*[2] In *Morgan v. Driscoll*[3] Sargant J. held that when in the case of a voluntary association to provide for such of the members as might become incapacitated for their work, there was power to alter the rules, such a power was prima facie valid, and if used bona fide it had the effect of making all existing members bound by the altered rules, provided that the alteration did not go to the foundation of the association and was not incompatible with the fundamental object. The same test was applied in *Thellusson v. Viscount Valentia*[4] in regard to the alteration of the rules of a club. So too in *Burke v. Amalgamated Society of Dyers*[5] it was held that the alteration by a trade union of its rules as to sick benefit to the prejudice of a member who was then insane was binding upon him if made in accordance with the rule authorizing and regulating the alteration of the rules of the union. When these cases are applied to the present case it is clear that the alteration of the rules was binding on the plaintiff independently of his receiving notice of the alteration.

[ROMER L.J. What right had MacKinnon J. in granting a stay of execution pending appeal to make it a condition that 500*l*. was to be paid to the plaintiff and retained by him whatever the result of the appeal?]

In a number of cases a stay of execution has only been granted subject to part of the damages being paid to the plaintiff to be irrecoverable from him, but he was not aware on what authority this was done. Applications of the kind were generally put forward on the ground of poverty.

Serjeant Sullivan K.C. and *Martin O'Connor* for the respondent. The respondent being an infant was not bound by the rules and regulations notwithstanding the agreement contained in the application for a licence. The agreement was not one of the class recognized as binding on an

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infant where its provisions were for the infant's benefit. An infant could not be said to be bound by a contract properly so called, but in the case of a contract as to necessaries the infant may ***116** be treated as bound: see *In re Rhodes, Rhodes v. Rhodes.* [6] The infant's obligation even as to necessaries was only to make a fair payment in respect of them: *Nash v. Inman* [7] ; *In re J.* [8] An infant could only be made liable for a contract for necessaries, including contracts as to apprenticeship or employment at wages: *De Francesco v. Barnum* [9] ; *Corn v. Matthews* [10] ; *Clements v. London & North Western Ry. Co.* [11] MacKinnon J. had relied on the last of these cases to show that there had been an extension of contracts for necessaries binding an infant. But the only other contracts referred to are contracts contained in marriage settlements, and there was no justification for extending this class of contract to contracts incidental to employment.

Further, no term that an infant is to be subject to a penalty or forfeit the fruits of his labours will be enforced: *De Francesco v. Barnum.* [12]

[ROMER L.J. Surely it is to the interest of the infant that he should be bound by this contract, as otherwise he would not be able to obtain a licence.]

The Court may treat the terms of a contract with an infant as open to revision or reject some of the terms and treat the remainder as valid: *Bromley v. Smith.* [13] Therefore if the Court does not accept the contention that the entire contract is voidable it should reject the forfeiture provisions from the agreement constituted by the grant to the respondent of a licence to box. Unless the forfeiture provisions can be enforced the respondent has a clear right to the sum of 3000*l.* paid to the appellants as money belonging to him.

Para. 16 of reg. 20 as it existed at the time when the licence was granted to the respondent was not a forfeiture clause but was for the protection of the boxer by preventing the promoters from withholding his money unless he had been disqualified "for committing a deliberate foul, for not trying or retiring without sufficient cause, or if the referee ***117** gives a no contest decision." In these cases the boxer would have failed to carry out his contract and would have no claim to the money, so that the regulation deprived the boxer of nothing, but saved him from having the money stopped for any other cause. The position was very different under the amended provision, but on its construction that provision ought to be treated as applying to the same subject-matter as reg. 8, that is, a prize and not money payable to a boxer, win, lose or draw. But in any case the new provision operated as a penalty or forfeiture depriving the boxer of the fruit of his labour, and that was the type of provision which had never been treated as binding on an infant.

It had been suggested at the trial that the respondent had been guilty of a deliberate foul so as to come within para. 16 of reg. 20 in its original form, but MacKinnon J. was satisfied that there was no ground for that. Therefore the retention of the money by the appellants could only be justified under the new paragraph. There was no justification however, for saying that the respondent was bound by amended regulations which he had never seen and in respect of which he had received

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no notice. On this ground also the respondent was not bound by the amended regulation and MacKinnon J. was right in so holding.

[They also referred to *Ex parte Jones* [14] and *Leslie v. Fitzpatrick.* [15]]

[No reply was called for.]

LORD HANWORTH M.R.

This case has been fully argued and raises some interesting points. The action was brought by Joseph Doyle (professionally known as Jack Doyle) who is an infant by his next friend. The statement of claim says:

> "The plaintiff is an infant and he obtains his livelihood by professional boxing."

The pleading then goes on to say that certain terms were arranged for a boxing match which was to take place, and in fact did take place, on 12th July, 1933. Para. 4 says:

> "The said contest took place between the ***118** plaintiff and the said Petersen as agreed, on 12th July, 1933, and the said Petersen was declared the winner."

The statement of claim further sets out that by terms which are contained in a letter written by Mr. Gentle to the plaintiff:

> "You are to receive 3000*l*. after the fight. This is of course clear to you and is exclusive of percentage and training expenses,"

and that is accepted by Mr. Doyle. More than that, there is a letter from Mr. Doyle which states the terms. The letter I refer to is in the statement of claim and says: "I am to receive 3000*l*. win, lose or draw, after the Petersen fight." That fight took place under the auspices of and under the rules and conditions laid down by the British Boxing Board of Control, of which the stewards are persons of some eminence who are established as a board to control boxing. The objects for which it is stated to be formed are:

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> "To control and regulate professional boxing in the United Kingdom and to act as a Board of Appeal" and "To promote and safeguard the interests of British professional boxers throughout the world."

The Board requires that if persons are to take part in fights to which they give countenance, there shall be licences granted to the fighters and also that the promoters are to be members of this association. In effect the rules which are before us clearly indicate that the Board have taken steps to secure that all persons, whether promoters or managers or boxers, shall all of them be members of this society or association and under the control of the board. This fight was a fight recognized by the Board. The secretary wrote on June 23, 1933, to Messrs. Jeff Dickson: "The Board" - that is the administrative stewards - "at a meeting yesterday decided to recognize the above mentioned contest" - that is the contest which ultimately took place on July 12 - "as being for the heavyweight championship of Great Britain. Officials for the contest will be appointed later," and the Board give a personal notice of this to Mr. Jack Doyle, c/o Mr. Sullivan, his manager, and a similar letter was written to Mr. Petersen.

The result of those letters and the facts which are not in dispute is that this fight was one in which the heavyweight ***119** championship of Great Britain was in issue and one which was subject to the regulations of the Board of Control. It will be found that at the end of the rules there are a number of boxing rules relating to the contests. They contain minutiæ in respect of the contests, such as, for instance:

> "All contests to be decided in a roped ring not less than 14 ft. or more than 20 ft. square."

Powers are given to the referee, including power to disqualify a contestant for any of the acts there set out. Then it is provided:

> "The breaking of any of these rules by a contestant or his seconds shall render such contestant liable to disqualification. A contestant disqualified for any cause whatever shall not be entitled to any prize, except in accordance with regulation 20, paragraph 16,"

and reg. 20, para. 16, provides:

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> "Boxers in case of disqualification are only entitled to receive bare travelling expenses, pending the decision of the board or branch on the circumstances of the case, when the board or branch may deal with the money as it thinks fit. Every disqualification must be reported to the board or branch by the referee within twenty-four hours of the contest taking place."

It will be seen, therefore, that these rules are framed for the purpose of securing what I will call clean fighting by disqualifying persons who use certain strokes such as hitting below the belt, using the pivot blow, and using a number of other technical strokes which are barred by the regulations. It is plain therefore that the Board does endeavour to promote and safeguard the interests of professional boxers throughout the world by laying down these rules.

In fact a sum of 3000*l.* was put up for the plaintiff whatever happened in the course of the fight, win, lose or draw. But the rules I have read contain the definite statement that a boxer who is disqualified shall only be entitled to receive bare travelling expenses, and that the board may deal with the money as it thinks fit. There is no question at all that on July 12, 1933, the plaintiff was disqualified in the contest at the second round, and he was called upon to go before the Board or their representatives for them to investigate the circumstances; and it is in evidence that he apologized for ***120** his conduct. The learned judge's note of the plaintiff's evidence on that point is:

> "I appeared before the Board. I apologized for my conduct. I did not appeal under the rules."

A great number of points have been raised in the course of the case, but I should like first of all to consider what is the meaning and purpose of these rules and of the adhesion of the plaintiff to them. That adhesion was secured by the plaintiff's becoming a licensee of the Board. In order to do that he made application for a licence. That application was made in March, 1932, and approved on March 15, 1932, and the year for which the licence ran began on March 5, 1932. He is said to have been an infant at the time aged eighteen years - though perhaps the term "boy" which was used by Serjeant Sullivan was a little inapt, because his exact fighting weight at the time of the application for the licence was fifteen stone. The licence was granted on the terms of his application, which was as follows:

> "I hereby apply for a licence as a boxer and, if this licence is granted me I declare to adhere strictly to the rules of The British Boxing Board of Control

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> (1929) as printed, and abide by any further rules or alteration to existing rules as may be passed. I agree to pay the fee in accordance with the above."

The licence granted ran until March 4, 1933, and it was then extended and ran until March 3, 1934. So that when the fight took place on July 12, 1933, the plaintiff entered the ring as a licensee of the Board and as one who had agreed to adhere strictly to the rules of the Board of Control and to abide by any further rules, or alteration to existing rules.

The rules in fact were altered on June 17, 1932, and no point is now taken that the new rules were not validly passed. But it is said that inasmuch as the licence was originally granted before the rules had been changed the rules as they stood after alteration and at the time of the fight were not binding upon the plaintiff. It will be observed however that the terms of the application for the licence give plain leave to alter the rules or promulgate further rules. When these ***121** rules as altered are still for the purpose of carrying out the original purpose of the society or body of persons, the altered rules are made binding on the plaintiff. If there was an attempt fundamentally to alter the purpose for which the rules had been originally drawn up, the prospective agreement to adhere to fresh rules, or any alteration in the rules, would not apply. It is quite plain from the decision in *Thellusson v. Viscount Valentia* [16] that if and so long as the rules are akin to the purpose for which a society exists, there is no inherent objection to an alteration of those rules or to further rules being made for the same purpose. Here the alteration in the rules is for such a limited purpose. If, for example, the alterations had been to turn a society connected with British boxing into a society for conducting horse-racing, the position might have been far different. It is said that the terms of reg. 20, para. 16, as altered, are such as to involve a very considerable alteration, because the altered rule provides that boxers in case of disqualification are only entitled to receive their bare travelling expenses, while the rule before the alteration provided that a boxer's money was to be stopped only when he was disqualified for committing a deliberate foul, for not trying, or for retiring without sufficient cause. It is said therefore that the earlier rule was one of limited application, but that the later rule was one of disqualification at large. That enlargement of the rule may well have been in the interests of the contestants themselves. It may well be that the Board did not find that they had sufficient authority in respect of those persons who broke the rules and that it was too difficult to justify a disqualification on the particular ground when blows were being struck rapidly and the question whether or not the foul was deliberate might be a matter of opinion. And it seems to me that the rule was passed giving greater power to the Board entirely for the purpose of preserving clean fighting, a matter that enures, be it remembered, to benefit as much the contestant who fails as the contestant who succeeds. It is a rule which is applicable on both sides and cannot be looked at merely ***122** from the particular point of view of one person such as the plaintiff in this case.

In fact the plaintiff, having been disqualified, the Board after inquiry and after the plaintiff had appeared before them and apologized, decided to withhold the 3000*l*. as they had power to do under this rule in their discretion. This action was brought to recover the money, it being alleged that the particular defendants, that is the individual members of the Board against whom the action

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succeeded, were not entitled to intervene and stop the money from being handed over to the plaintiff. The action was brought, alternatively, against the White City Stadium Ld.; but the learned judge held that there was no cause of action against them and judgment was entered for them. There is no appeal as to that. The appeal is brought by those individual members of the Board, the administrative stewards of the Board, against whom judgment was given for the sum of 3000l.

The learned judge first had to consider whether or not the rules in their original form were rules which bound the plaintiff, who is an infant, and he came to the conclusion that the contract was "so nearly concerned with his entering upon a form or employment or occupation that I think I ought to hold that it is within the type of contract which, if found to be for his benefit, the Court ought to hold is not voidable by the infant." Then he dealt with the question whether he was bound by the altered rules and came to the conclusion that although the application for the licence contained the wide term that I have read he ought to add to that a term which he suggested himself - namely, "Provided that the new rules or alterations are brought to my attention and a copy of them given to me." There are no such words in the rules themselves or in any document which was the basis of or ancillary to the contract; these words are introduced by the learned judge himself.

I turn back now to consider whether or not the contract as found by the learned judge - the contract that is contained or partly contained in the terms on which the licence was asked for - is good and binding upon the infant. It was ***123** argued with force by Serjeant Sullivan and Mr. O'Connor that no contract with an infant can be supported other than a contract as to necessaries including employment and services to be rendered by the infant's labour, when the law will presume an obligation on the part of the infant to pay. Serjeant Sullivan bases his contention that only this limited range of contracts is binding upon the infant upon passages to be found in Sir Edward Coke's Institutes, and confirmed in a number of the Digests. Of these a number of illustrations are to be found in cases to which our attention has been called. To my mind that statement of the law is too narrow. It is unnecessary at the present moment to decide it, but I confess that as at present advised I find difficulty in acceding to the view that there is nothing that can properly be called a valid contract on the part of an infant - that all that can be inferred is an obligation on his part, which is improperly termed a contract, to repay money spent in supplying necessaries. There is authority for that view in the case of *In re Rhodes* [17] , but it seems to me that the words used must be read in relation to the subject-matter being dealt with, the particular case of necessaries. I say that for the reason that in *Ryder v. Wombwell* [18] , a case decided in 1868, the Court, which consisted of learned judges to whom we must all pay deep respect - namely, Willes, Byles, Blackburn, Montague Smith and Lush JJ., referred in terms to the fact that an infant could make a contract. Further Willes J. in giving the judgment of the Court says [19] : "As is accurately stated by Parke B., in *Peters v. Fleming* [20] , 'From the earliest time down to the present, the word necessaries was not confined, in its strict sense, to such articles as were necessary to the support of life, but extended to articles fit to maintain the particular person in the state, station, and degree in life in which he is; and therefore we must not take the word "necessaries" in its unqualified sense, but with the qualification above pointed out'." Throughout that case the reference is to a contract for necessaries, and that ***124** was in the year 1868. Soon after, the Infants Relief Act, 1874 , was passed, and s. 1 provides:

> "All contracts, whether by specialty or by simple contract, henceforth entered into by infants for the repayment of money lent or to be lent, or for goods supplied or to be supplied (other than contracts for necessaries) .... shall be absolutely void"

; and later we find cases in which definite reference is made to the contracts of infants.

I say no more upon that view expressed in *In re Rhodes* [21] ; but I turn to three cases which to my mind are binding upon this Court. The first is *De Francesco v. Barnum* [22] , where Fry L.J. says [23] :

> "I approach this subject with the observation that it appears to me that the question is this, Is the contract for the benefit of the infant? Not, Is any one particular stipulation for the benefit of the infant? Because it is obvious that the contract of apprenticeship or the contract of labour must, like any other contract, contain some stipulations for the benefit of the one contracting party, and some for the benefit of the other. It is not because you can lay your hand on a particular stipulation which you may say is against the infant's benefit, that therefore the whole contract is not for the benefit of the infant. The Court must look at the whole contract, having regard to the circumstances of the case, and determine, subject to any principles of law which may be ascertained by the cases, whether the contract is or is not beneficial. That appears to me to be in substance a question of fact."

In *Corn v. Matthews* [24] the matter came again before the Court of Appeal, and Lord Esher M.R. definitely said [25] :

> "It seems to me that the judgment of Fry L.J. is one with which one would agree, and, although it makes the major premise larger than it had been previously enunciated in such cases, it does not alter the law applicable to them,"

and he repeats what Fry L.J. had said, and particularly that the mere fact that some of the conditions in the deed are against an ***125** apprentice, does not enable the Court on that ground to say that the agreement is void. He says that the question is whether or not the terms are such as would on

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the whole be beneficial to the infant, and it seemed to him in the particular case that there was a term which was so unfair to the infant and solely in favour of the master that it made the whole contract unfair. The term was one that if there was either a strike, or what we now call a lock-out, the master could cease to pay the apprentice's wages though the master himself had caused the lock-out, and it was on the ground of this term that the Court held the contract to be unreasonable and against the interest of the infant; but *Corn v. Matthews* [26] definitely confirms the principles laid down by Fry L.J.

Then in *Clements v. London & North Western Ry. Co.* [27] we have once more the statement made that the whole contract is to be looked at. That was a case in which the infant whilst employed by the railway company joined an insurance society formed among the employees of the railway company towards the funds of which the railway company contributed, and in return for being a member and getting that contribution, the infant agreed not to bring any proceedings under the Employers' Liability Act ; he set aside, in other words, a very considerable advantage given to him by statute, but it was held by Lord Esher that the contract was one which was for the benefit of the infant, and he says [28] :

> "I am of opinion, without going again through the cases that have been cited, that the answer to this proposition depends on whether, on the true construction of the contract as a whole, it was for his advantage. If it was not so, he can repudiate it; but if it was for his advantage, it was not a voidable contract, but one binding on him, which he had no right to repudiate."

A. L. Smith L.J. in his judgment in that case quotes the passage from *Corn v. Matthews* [29] and says [30] :

> "In my judgment, the agreement, instead of being detrimental to the infant, is, on the whole, ***126** manifestly to his advantage."

It was therefore held effective and binding. Those cases are binding upon us. The learned judge on the question of fact has held that the terms of the agreement in this case are favourable and to the advantage of the infant, and it seems therefore that the application of the rules cannot be held to be prevented by reason of the plaintiff's infancy.

I should just like to add a few more words by way of emphasis to show that I have both appreciated and at the same time reject the view which has been advanced by Serjeant Sullivan. He spoke of the position of the plaintiff as if he was one who had agreed to render services, indeed I think he said that the plaintiff provided an exhibition for the defendants on the terms that win, lose or

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draw he should receive 3000*l*., that he was therefore entitled in any event to receive that sum for services rendered, that the withholding of the money was in the nature of a penalty and that a penalty could not be to the infant's advantage so as to be binding on him. To my mind all those observations involve a complete misreading of these rules and of the terms and conditions under which the fight took place. It is as much in the interests of the plaintiff himself as of any other contestant that there should be rules for clean fighting, and that he should be protected against his adversary's misconduct in hitting below the belt or doing anything of the sort. There is no question of his rendering services to employers. The position is that he himself has been given the opportunity of making his livelihood by professional boxing on terms and conditions which safeguard him as a contestant from any improper conduct on the part of those with whom he may engage in fight. Moreover the rules contain specific provisions under which the interests of the boxer are safeguarded in respect of any conduct of the promoter or manager with whom or through whom he may have to make arrangements and terms.

On all these grounds, therefore, I come to the same conclusion as that of the learned judge - namely, that this plea of infancy does not avail to prevent the plaintiff from ***127** being bound by the rules and conditions provided for in his application for a licence.

Let me say one more word about the alteration of the rules. It appears to me, as I have said, that the rules were properly altered, validly altered. What reason have we then for introducing the proviso which the learned judge added in his judgment, the words "Provided that they are brought to my attention and a copy of them given to me"? Why should that term be implied? We have not to apply the principles laid down in the case of *The Moorcock*[31] , where an implication is necessary for the purpose of carrying out the intention of the parties. The proviso introduced by the learned judge is to the benefit of the infant, but to the disadvantage of those with whom he had contracted, and it was introduced without the foundation of any such suggestion having been made in the course of the negotiations between the parties. Inasmuch as the application for the licence gave authority to the Board to alter the rules it appears to me that there is no ground whatever for introducing this proviso as to notice.

That really deals with all the points which have been raised except one. It is said that the plaintiff was here entering into a competition for a prize and that the Board have withheld from him money in respect of which he had a vested right. I object to the use of that expression "a vested right." I think "prize" is not to be read in the rules as only meaning something in respect of which there has been a competition or contest. The word "prize" does not necessarily mean that. I take the second definition as given in an old copy of Johnson's Dictionary of the meaning of the word "prize": "A reward gained by any performance." He would have gained the 3000*l*. if he had not by his conduct been disqualified, but he was disqualified.

Upon these grounds I am of opinion that the plaintiff is not entitled to recover. The appeal must therefore be allowed with costs here and below and judgment entered for the present appellants, who were the defendants to the claim. ***128**

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I must add one more word, and that is as to the terms on which a stay of execution was granted. It will be observed that the rules provide that a sum could be paid to the contestant even though the bulk of the money otherwise due to him was withheld, and in the present case the suggestion was made that 5*l*. a week should be paid to the plaintiff and 5l. a week to his mother over a period of twenty-six weeks. That would amount to the sum of 260l., and the defendants were content that that provision should be made. A stay of execution was asked for, and while the defendants were quite agreeable to that amount being paid over, MacKinnon J. thought that the sum should be not merely 260l., but a sum of 500l., and the order was made, that of the sum of 3000l. to be paid into Court the sum of 500l. should be allocated to the infant plaintiff not to be returnable in any event. That term in the judgment as drawn up caused some comment in this Court, for although a plaintiff who is successful in the Court of first instance is entitled to stand upon that judgment on the presumption that it is right, yet the defendants are entitled to take their case to a higher Court, and it would seem an inroad upon the possible rights of the parties if it were to be stated that a part of the sum allotted in the Court of first instance to the plaintiff was not to be returnable even though the appeal might be successful. MacKinnon J. has communicated with me and let me know that he certainly did not intend that that term "not to be returnable in any event" should cover the whole of this 500l. It is a term which one was surprised to see, because it is necessary to keep the rights open between the parties. That, of course, does not preclude the Court of Appeal or a Court of first instance from saying in a case where some damages must be awarded to the plaintiff with finality, that although the matter is going to a higher Court where the quantum of damages is to be further discussed, yet as there is something obviously coming to the plaintiff, an aliquot part of that amount should be definitely awarded to him without awaiting the result of the appeal. That was not what occurred in the present case. It is quite obvious that ***129** this term has slipped into the order per incuriam, and my only reason for referring to the matter is to show that in ordering the repayment of the sum in excess of 260l. we are not giving any general order to be observed in all cases, but one relating to the particular circumstances in this particular case in which, as I have said, the words "not to be returnable in any event" were appropriated by some mistake to that increased portion beyond the 260l.

For these reasons, as I have said, the appeal must be allowed with costs here and below and judgment entered for the defendants.

SLESSER L.J.

On March 5, 1932, the plaintiff, who was at all material times an infant, applied for a licence from the British Boxing Board of Control (1929) in order that he might take part in prize fights to be carried on under their licence and control. In that application he agreed to abide by the rules and regulations of the British Boxing Board of Control in the following terms:

> "I hereby apply for a licence as a boxer and, if this licence is granted me, I declare to adhere strictly to the rules of The British Boxing Board of Control

> (1929) as printed, and abide by any further rules or alteration to existing rules as may be passed. I agree to pay the fee in accordance with the above."

He did so pay the fee, and upon those terms he was granted a licence, and we are told that a year later the licence was renewed. The effect of applying for that licence in those terms and the acceptance of those rules was to make him a member of the British Boxing Board of Control, for by reg. 3 it is provided that: "'The Members' of the British Boxing Board of Control (1929) are all the licence holders," and by reg. 15, para. 3, it is provided that any person to whom a licence is issued after payment of the fee "shall be deemed to have read the regulations of the British Board of Control and shall further be deemed to be a member and to have agreed to accept any decisions under all or any of these regulations, and to submit himself to the constitution and code of the regulations of the British Boxing Board of Control." ***130**

In those circumstances, subject to the particular matters which have been argued before us and considered in the Court below and in this Court, it would appear that this plaintiff had agreed, first, by his application, which was accepted, and secondly, by the actual provisions of the rules themselves, to be a member of this society and to be bound by its rules and regulations. It would follow that the rules and regulations would authorize the society dealing with the money which was to be his prize or reward for taking part in this contest in the way in which they have dealt with it. But in substance two arguments have been used in this case to support the view that they are not so entitled to deal with this money and that the plaintiff is entitled himself to have it paid over to him by the promoters. The first of those arguments rests upon the fact that he is an infant. It is said that whatever contract or alleged contract he has entered into under these rules is not binding on him on account of his infancy. If that contention is right, it is an answer to the defendant's claim to keep this money. It is an argument which has not found favour with MacKinnon J., and it does not find favour with me either. It depends really on two separate considerations - first, whether this agreement is of the order of agreement under which an infant can properly bind himself; and secondly, if it does come within that order, whether this particular agreement can be stated to be so for the benefit of the infant as to be binding upon him. On the first point Serjeant Sullivan has relied very strongly on the argument that for many, many years the types of agreement which are binding upon infants have been narrowly prescribed and defined, and that as this particular agreement is not within that narrow definition and prescription, it is not one which can properly be said to be binding upon the infant.

I would like to associate myself with what has been said by Kay L.J. in *Clements v. London & North Western Ry. Co.*[32] to the effect that it is doubtful whether there is a general principle that if an agreement be for the benefit of ***131** the infant it shall bind him. Kay L.J. there quotes the dictum of Sir George Jessel in *Martin v. Gale*[33], where he says: "There must be some mistake in the report of what Buller J. is stated to have said" in *Maddon v. White.*[34]

> "No case can be found in which Lord Mansfield or Lord Hardwicke had laid down any such general principle"

; and I am not prepared here to say that there is any general principle that all agreements for the benefit of an infant will necessarily bind him. In my view that question does not arise in the present case, because the contract with which we have here to deal is so analogous, so similar in character, to the classes of agreement which have been held to be binding upon infants, if for their benefit, that it can properly be brought within the old category of decisions without having to rely on any more general principle.

The origin so far as we know of the definition of the class of contract binding upon infants on which Serjeant Sullivan relies (and nothing earlier has been suggested) is to be found in Coke upon Littleton, p. 172a, where he says:

> "An infant may bind himself to pay for his necessary meat, drink, apparell, necessary physicke, and such other necessaries, and likewise for his good teaching or instruction, whereby he may profit himselfe afterwards"

, and to that has been added in the course of years contracts of service which are to his benefit.

The problem, which we have here to consider, how far that principle ought to be extended was considered by this Court in *Clements v. London & North Western Ry. Co.* [35] That was a case where although it was stated by some members of the Court that it might be considered that the contract under consideration was part of the contract of labour, yet at least two members of the Court were at pains to point out that, even if strictly it was not part of the contract of labour, it was so incidental or ancillary to the contract of labour as properly to be one where the infant might bind himself. That case, I think, has dealt with the very problem which Serjeant Sullivan has put before us to-day. Kay L.J., for ***132** example, says [36] :

> "Suppose, however, as has been argued, that this is not a labour contract, would the same rule apply?"

He says [37] ,

> "I will not attempt to say how far the rule extends, but that it does apply to some contracts that are not contracts of labour is clear from many decided cases."

He then proceeds to cite a number of cases which, I agree, deal mostly with the marriage settlements of infants, but he is dealing with them for the purpose of showing that an infant's liability under a contract applies in cases other than contracts of labour, and at the end he sums the matter up thus [38] :

> "Even if this contract were not, as I think it is, a contract concerning the terms of employment of the infant, I think it would come within the rule that I have been discussing, and that the Court might say that the contract was for the benefit of the infant, and elect for him, while he is an infant, to confirm it, treating it as not being a void contract but at most only voidable."

A. L. Smith L.J., as I read his judgment, does not think, or at any rate does not clearly express the view, that the contract there was a part of the contract of service at all. He, as I read it, rather takes the view that it was a contract which was sufficiently akin to a contract of service to be one by which the infant might properly be bound. He says that the contract is binding upon the infant and is a fair contract, because as a result he avoids litigation, and if successful will have a fund out of which he can recover; he avoids the uncertainty of getting a verdict.

If the realities of the present case be looked to and the dicta which are to be found scattered in the authorities that the opportunity of an infant to earn his living is one of the matters which may properly be said to be binding when that opportunity has been given to him by a contract, it becomes clear, I think, that as the licence which this infant obtained was the means whereby he was able to enter into a contract of service or performance, whichever it may be, as a boxer, and thereby to earn his living, it was ancillary and incidental ***133** to the contract which he made with the promoter of the fight. As Sir Patrick Hastings pointed out in the course of the case, if Serjeant Sullivan were right, the result would be that no infant could ever obtain a licence from this society, because it would be very unlikely that they would give him one unless he in his turn was bound to some obligation of proper fighting, and he would be debarred for ever from taking part in any boxing contests at all. Whether that would be a good thing in the national interest is not, of course, a matter for me to consider, but that that would be the result it seems difficult to deny.

In all those circumstances I think that without laying down any general principle and looking at the facts of this case, for it is very largely a question of fact, the learned judge was right when

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he said that he could find in *Clements v. London & North Western Ry. Co.*[39] ample authority for saying that this contract was so associated with the class of contract of service which an infant may make so as to be binding upon him that it was binding upon him.

I here remains the question, was it for his benefit? Serjeant Sullivan has called our attention to the fact that there are many dicta to the effect that where a contract imposes a penalty or a forfeiture that is not good as against the infant. But I, on the other hand, have been impressed with the consideration which has been pointed out in several of the cases - in *Corn v. Matthews*[40] and in the older case of *Wood v. Fenwick*[41] that an infant cannot make a contract of service without having in it some incidents which may not in themselves be directly beneficial to him but may be beneficial to the master. In *Wood v. Fenwick*[42] the headnote says:

> "A contract of hiring and service, for wages, is a contract beneficial to and binding upon an infant, though it contain clauses for referring disputes to arbitration, and for the imposition of forfeitures in case of neglect of duty, to be deducted from the wages."

In contracts of apprenticeship, which are admittedly contracts binding upon an infant, the ***134** right of the master to proceed not only financially but in the old days corporeally against the infant have not made the contract of apprenticeship invalid as against the infant. Therefore I agree with the learned judge that this contract is for the benefit of the infant and is one binding upon him.

If that be so his position is the same as that of any other member of any association which contains within its rules a power to alter the rules. Here, with respect, I differ from the learned judge in his conclusion that because this particular member did not receive notice of the alteration of the particular rule it is not therefore binding upon him. At one time I thought it was going to be argued that the general meeting which altered the rule was not a valid meeting because this member did not receive notice of it. An omission to send him a notice would not in itself, I think, invalidate the meeting. In reg. 9, para. 4, it is expressly provided that:

> "The non-receipt of any notice by any member shall not invalidate the proceedings at any general meeting,"

and I cannot read that as being so limited as merely to mean that when a notice has been sent and not received, the meeting shall not be invalid. I think it is reasonable in the case of a society with a large number of members to hold that the proceedings of the society cannot be set aside merely by pointing to the fact that a particular member has not had a notice sent to him. But as a matter

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of fact I do not think that argument is open in this Court at all. It apparently was never raised in the Court below, and it formed no part of the judgment of the learned judge.

I come, therefore, to the learned judge's judgment, which is based upon the fact that this particular member is not bound by this alteration of rule because he did not receive a notice. In my opinion that is incorrect. My Lord has referred to the case of *Thellusson v. Viscount Valentia* [43] , and it is sufficient to quote one passage from the judgment of Lord Cozens-Hardy M.R., who after quoting a rule which gives power to alter the rules in a certain way at the annual general meeting, says:

> "That seems to me to be not a very ***135** skilfully drawn rule, I agree, but nevertheless a rule expressly stating that a proposal for adding to or altering the rules of the club is within the competence of the members of the club, and that every member of the club, by joining this club, takes it subject to the contingency that the rules may be altered by this particular majority, at a particular meeting held according to those rules."

Finally I would mention *Burke v. Amalgamated Society of Dyers* [44] , which dealt with the alteration of the rules of a trade union where the person complaining was insane. It was said, and perhaps said with some force, that in such a case the amended rule was not binding upon him, because he was not mentally in a position to appreciate what had been done. A. T. Lawrence J. said [45] : "We have had an able argument to the effect that the alteration of rule 39 was ineffective as against the deceased member, because it was made after he had become a lunatic and at a time when it was out of his power to dissent from it. The analogy was suggested of the determination of the authority of an agent" - that was an argument which Mr. Martin O'Connor addressed to us here to-day - "and no doubt the analogy is plausible; but it is not true, for the authority of the majority is not really that of agents. The real ground on which the power of the majority to make an alteration rests is that the original contract entered into between the society and each of its members contained a power of alteration of the rules by the stipulated majority. That power is a fundamental part of the constitution of the society, and no member can claim the benefits while ignoring the existence of the rule." At one time Serjeant Sullivan was inclined to answer Romer L.J. by saying that the plaintiff could claim the benefits, while disowning the obligations, imposed upon him by the rules. I think that observation is sufficient to dispose of such a contention.

For all these reasons therefore I am of opinion that this appeal should be allowed as stated by my Lord. ***136**

ROMER L.J.

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I agree. By reg. 17, para. 6, of the constitution and regulations of the British Boxing Board of Control it is provided that "No person other than a member shall be permitted" - I am only reading the material words for this purpose - "to take part in any contest" held under the sanction of the British Boxing Board of Control. A member is defined by reg. 3 as being a licence-holder. By reg. 15, para. 3, it is provided as follows:

> "Any person or persons to whom a licence is issued, after payment of the fee as herein stated, shall be deemed to have read the regulations of the British Boxing Board of Control and shall further be deemed to be a member and to have agreed to accept any decisions under all or any of these regulations, and to submit himself to the constitution and code of the regulations of the British Boxing Board of Control."

We have seen the form of application for a licence that is required to be signed by any one desirous of becoming a member, and that application contains these words:

> "I hereby apply for a licence as a boxer and, if this licence is granted me, I declare to adhere strictly to the rules of The British Boxing Board of Control (1929) as printed, and abide by any further rules or alteration to existing rules as may be passed."

The practical effect of all that is that any one who wishes to carry on the profession of a boxer in this country must become a member of the British Boxing Board of Control (1929) and must enter into a contract with that association to be bound by its rules present and future. One of the rules which the plaintiff in those circumstances agreed to be bound by is reg. 20, para. 16; that as it stands at present was not one of the original rules when he became a member, but it was altered in pursuance of the power to that effect contained in the regulations which were in existence when he became a member. That provides as follows:

> "Boxers in case or disqualification are only entitled to receive bare travelling expenses, pending the decision of the board or branch on the circumstances of the case, when the board or branch may deal with the money as it thinks fit."

When, therefore, at the contest for the heavyweight championship of Great ***137** Britain held at the White City on July 12, 1933, the plaintiff in the course of the first two rounds, which in consequence of his disqualification became the only two rounds of the contest, unintentionally

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committed five fouls, his share of the purse, which was 3000*l*., became liable to be dealt with by the board under para. 16 of reg. 20. They did deal with it under that paragraph and came to the conclusion that the plaintiff should not receive any part of the 3000l., though they offered, as has been pointed out by the Master of the Rolls, to pay over to him and his mother some 260l.

Of course if the plaintiff had been an adult there would have been no question as to the action of the Board of Control. The 3000*l*. would have been lost to the plaintiff. But it has been argued by Serjeant Sullivan that inasmuch as the plaintiff at the date when he purported to become a member of the Bard of Control was a minor, and still is a minor, the contract of membership between him and the association is not binding on him. It is said that it is not binding on him because in the first place the contract is not of a class which an infant can enter into, whether it be favourable or unfavourable to him; secondly, that if it be a contract of that class this particular contract is so detrimental to his interest that it ought not to be held to be binding upon him. Dealing with the first of those two points, it appears to me for the reasons which I have already given that this contract of membership being an essential in practice to the plaintiff for obtaining employment as a professional boxer is so bound up with those contracts of employment which he hopes to enter into, that it must have applied to it the considerations that are applied to a contract of service in the case of an infant; in other words, I think really that the case is governed by and falls within the principles enunciated in *Clements v. London & North Western Ry. Co.*[46] , a case which has already been referred to by my Lords. I cannot doubt myself that this is a contract of a class into which an infant can enter assuming the contract be for his benefit.

It is then said by Serjeant Sullivan that this contract is ***138** so detrimental to the interests of the infant that the Court ought not to hold him to be bound by it. The learned Serjeant referred us to one matter in respect of which he said this contract was detrimental to the interests of the infant; there were others, but the learned Serjeant concentrated on one as being that most apposite to the present case. He said that it was very detrimental to the interests of an infant that he should not be at liberty to commit unintentional fouls in boxing except at the risk of losing his share in the prize money or - for I do not think the learned Serjeant used the word "prize" - in the purse. Of course such a contract as this contains clauses which impose some limit on the unrestricted liberty of the boxers, as one would expect it to do. But in considering whether any particular contract is detrimental to the interests of the infant the Court has to look at the contract as a whole, and if it comes to the conclusion looking at the contract as a whole that it is for the benefit of the infant, it disregards the fact that it contains some clauses which, standing by themselves, might not appear to be so. I agree entirely with the Master of the Rolls in thinking that the clauses which in the present case impose restrictions upon the liberty of action of the boxer are in the interests of clean boxing in this country and therefore are in the interests of the boxers themselves of whom the plaintiff is one. The particular clause, reg. 20, para. 16, is merely one of the sanctions, and, I think, necessary sanctions, available for securing the fulfilment of the rules imposed upon boxers and others subjected to them.

I therefore come to the conclusion that this contract is binding upon the plaintiff. I am very glad to be able to come to that conclusion, because if this Court came to any other it would follow that

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at no time during the last three or four years during which, as I understand, the plaintiff has been boxing has he been eligible to take any part in a contest held under the sanction of the British Boxing Board of Control, a conclusion, I should have thought, from which the plaintiff would shrink. However that may be, I agree that the contract is in fact binding on him ***139** and that he is a member of this association. If the contract were not binding upon him, he would not be a member of this association, with the consequences I have just indicated.

It only remains for me to say one word about the ground upon which the learned judge decided in favour of the plaintiff. He held that this contract was for the plaintiff's benefit and was binding upon him except in one respect. He said towards the end of his judgment:

> "If a contract is made merely by reference to other documents, the party to the contract seeking to rely upon those other documents must establish that the terms of those other documents were reasonably brought to the knowledge and attention of the other party."

With all respect to the learned judge, I can only say that I know of no authority for that proposition when applied to such a contract as we are dealing with in the present case; indeed, the authorities to which reference has already been made by the other members of the Court are in direct opposition to it. But in point of fact, at the time the plaintiff did become a member of this association he was handed a copy of the rules as they then existed, or so I understand, and those rules contained the rule which enabled the rules to be altered from time to time. He had, therefore, full notice of the documents which were incorporated in his contract by reference.

For these reasons I agree that this appeal succeeds. I only desire to add that I wish to associate myself in every respect with what the Master of the Rolls has said about the stay of execution which was granted in this case.

Representation

Solicitors: Ellis & Ellis ; Edmond O'Connor & Co .

Appeal allowed. (H. C. G.)

Footnotes

1 *[1894] 2 Q. B. 482* .
2 *(1827) 2 Car. & P. 556* , 557.

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3 *(1922) 38 Times L. R. 251* .
4 *[1907] 2 Ch. 1* .
5 *[1906] 2 K. B. 583* .
6 *(1890) 44 Ch. D. 94* , 105.
7 *[1908] 2 K. B. 1* .
8 *[1909] 1 Ch. 574* .
9 *(1890) 45 Ch. D. 430* .
10 *[1893] 1 Q. B. 310* .
11 *[1894] 2 Q. B. 482* .
12 *(1890) 45 Ch. D. 430* .
13 *[1909] 2 K. B. 235* .
14 *(1881) 18 Ch. D. 109* .
15 *(1877) 3 Q. B. D. 229* .
16 *[1907] 2 Ch. 1* .
17 *44 Ch. D. 94* , 105.
18 *(1868) L. R. 4 Ex. 32* .
19 *L. R. 4 Ex. 38* .
20 *(1840) 6 M. & W. 42* , 46.
21 *44 Ch. D. 94* , 105.
22 *45 Ch. D. 430* .
23 *45 Ch. D. 439* .
24 *[1893] 1 Q. B. 310* .
25 Ibid. 314.
26 *[1893] 1 Q. B. 310* .
27 *[1894] 2 Q. B. 482* .
28 *[1894] 2 Q. B. 489* .
29 *[1893] 1 Q. B. 310* .
30 Ibid. 495.
31 *(1889) 14 P. D. 64* .
32 *[1894] 2 Q. B. 482* , 493.
33 *(1876) 4 Ch. D. 428* , 431.
34 *(1787) 2 T. R. 159* .
35 *[1894] 2 Q. B. 482* , 493.
36 *[1894] 2 Q. B. 492* .
37 *[1894] 2 Q. B. 492* .
38 Ibid. 494.
39 *[1894] 2 Q. B. 482* .
40 *[1893] 1 Q. B. 310* .
41 *(1842) 10 M. & W. 195* .
42 *(1842) 10 M. & W. 195* .
43 *[1907] 2 Ch. 16* .
44 *[1906] 2 K. B. 583* .
45 Ibid. 591.

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46 *[1894] 2 Q. B. 482* .

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