

# Club May Be Held Liable for Unenforced Safety Rules

By LESLIE CHILDS

**G**ENERALLY speaking, where a golf player suffers injury upon a course by being struck by a ball driven wild by another player his right to recover damages, if any, will be against the player causing the injury, and not the club. This for the reason that, as a usual thing, the club, as such, will have taken no part in the transaction so as to render it legally liable for such an accident.

On the other hand, where a club announces and takes steps to enforce safety rules, and a player suffers injury because of its failure so to do, in conjunction with the negligence of another player, it is possible for joint liability between the club and the player at fault to accrue. A nice point this for golf club managers and owners, and as an example of judicial reasoning thereon the following will serve.

In this case the plaintiff while playing golf suffered a broken knee cap as the result of being struck by a ball driven by a player who was following him in another game. Plaintiff brought the instant action for damages against both the player and the club. The case against the player was based upon the contention that he had been negligent in not calling "fore" before driving his ball in the direction of plaintiff. The case against the club was predicated upon its alleged failure to enforce reasonable safety rules.

In making his case against the player, plaintiff offered evidence that tended to prove that the player drove his ball in utter disregard of the fact that plaintiff was in his line of play, and only a short distance away when the drive was made. That in making the play, the well settled rules of the game as well as the rules announced by the club, were violated. In proving his case against the club, the plaintiff offered the following:

That the club promulgated certain safety rules one of which was that a front match should be allowed at least two drives by the match immediately following, so as to eliminate the danger of players being struck by balls. That the club undertook

to enforce this and other rules by employing rangers with authority to supervise the playing, and see that the rules were obeyed, BUT—

That on the day of plaintiff's injury neither the rangers nor anyone else in authority made any attempt to enforce the foregoing rule; that the match following plaintiff drove balls in and about him and his companion from the fifth hole up to the fourteenth; that these players would drive almost immediately after plaintiff and his companion had driven, and that plaintiff protested this manner of play as being dangerous up to the time he was injured.

On the above evidence, the trial resulted in a judgment for plaintiff for \$500 against both the defendant player and the club. On appeal the higher court, after holding the evidence sufficient to render the defendant player liable, directed its attention to the question of whether or not the evidence also sustained the judgment against the club. In reasoning on this, and in affirming the judgment, the court, among other things, said:

## What the Court Decided

"There was ample evidence that plaintiff sustained a serious injury. There was also evidence that the defendant golf club had promulgated certain rules, to the effect that the players first using the course and beginning a game were entitled 'to have two drives' before the succeeding match or players were permitted to tee off. \* \* \*

"Manifestly, it is the duty of the owner (of a golf course) to exercise ordinary care in promulgating reasonable rules for the protection of persons who rightfully use the course, and furthermore, to exercise ordinary care in seeing that the rules so promulgated for the protection of players are enforced. The owner of a golf course is not an insurer, nor is such owner liable in damages for mishaps, accidents, and misadventures not due to negligence.

"In the case at bar, the evidence tends to show that the owner of the course had



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promulgated certain rules designed to protect players, and, in an effort to see that such rules were enforced, had employed rangers who were charged with the duty of supervising the course, and enforcing the rules and regulations prescribed by the owner.

"There is evidence that the rules so prescribed were openly violated, and that the defendant owner, through its agents and employees, made no effort to caution offending players or otherwise to discharge the duties imposed by law. Therefore, the liability of the owner was properly submitted to the jury, and the judgment based upon the verdict must be upheld. No error." (160 S. E. 316).

So that was that, and the court concluded by holding both the defendants, player and club, liable for plaintiff's injury. Of course, the liability of the player, upon the facts as they have been outlined, is well supported by the authorities, for the books contain a number of cases in which players have been held liable under like circumstances.

On the other hand, the holding of the club liable, on the grounds set out, appears to be in a class by itself, in so far as other cases are concerned. At least a reasonable search has failed to disclose other cases of this character, in which a golf club has been held liable on the ground of negligence in not enforcing its rules.

However, the case speaks for itself and in the light of its holding, it is clear that the mere making of safety rules is not sufficient to prevent liability for accidents attaching to a club, but that the latter is also under a legal duty to exercise reasonable care in enforcing such rules. Truly, a decision of force and importance on the point involved, and one that may well be had in mind by golf club executives charged with the duty of making and enforcing safety rules for the guidance of players.

## To Clean Enamelware

When enamel kitchen utensils appear hopelessly ruined after food has been burned in them, place a mixture of strong soap powder in them and allow to stand three or four days without changing the water. Then pour the water off and rub with a soft cloth. All the blackness will disappear. Do not scrape before soaking as the enamel will crack.