



NATIONAL CREDIT UNION ADMINISTRATION

WASHINGTON, D.C. 20456

November 26, 1991

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Re: Calling of Special Meeting
(Your October 4, 1991 Letter)

Dear Mr. Melchione:

You requested our interpretation of the word "call" as used in Article V, Section 3 of the Standard Federal Credit Union Bylaws (the "Bylaws"), which provides, in pertinent part, "A special meeting shall be called by the executive officer within 30 days of the receipt of a written request" by the FCU members. Specifically, you asked whether to "call" a meeting means to hold the meeting, or merely to give notice of its time and place.

As you know, the word "call" is not defined in the Bylaws, and neither the Federal Credit Union Act nor NCUA's Rules and Regulations addresses this issue. We have, therefore, relied upon general corporate law principles, and general legal and parliamentary authorities in our analysis of the phrase in question.

Black's Law Dictionary (5th Ed., 1979) defines the noun "call" as "a request or command to come or assemble" Black's defines the verb "call" as "to make a request or demand; to summon by name . . . ; to demand the presence and participation of a number of persons by calling their names out loud" We note that Black's does not provide an express definition for the phrase "call a meeting."

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Robert's Rules of Order Newly Revised (9th Edition, 1990) states at page 4 that the call of a meeting "is a written notice of its time and place, which is mailed or distributed a reasonable time in advance." Robert's uses similar language at page 118. With regard to a mass meeting, Robert's provides that, "the call or announcement . . . should specify the date, hour and place of the meeting, its purpose, and - where applicable - who is invited to attend." (Robert's, p. 537.) The call may also be read at a mass meeting, to advise those in attendance of the meeting's purpose and sponsors. (Robert's, p. 541.) In this last case, although the call occurs at the meeting, it seems more akin to a notice than to the actual holding of a meeting. In all other discussions in Robert's, it is clear that the call is similar to a notice, and precedes the meeting.

American Jurisprudence distinguishes between calling a meeting and giving notice of a meeting. (18A Am Jur 2d, §958). Am Jur treats the call of a meeting as the decision to hold the meeting, including choosing the date, time and place, to be followed by the giving of notice to the appropriate parties. (See, 18A Am Jur 2d, §§958-960.)

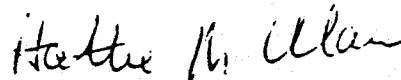
There is little case law discussing the meaning of the word "call." In Paola & Fall River Railway Co., 16 Kan. 302 (1876), a "call" was defined as a summons to the parties entitled to meet, directing them to meet. In Toomes v. Citizens Bank of Waynesboro, 281 U.S. 643, 646-7 (1929), the U.S. Supreme Court stated that, "common-law principles require corporate meetings to be called by reasonable notice to stockholders." Both these cases suggest that to "call" a meeting means to schedule it, rather than to hold it.

Based on the foregoing, we do not believe that an FCU must hold a special meeting within 30 days of the receipt of a request of the members, in order to comply with Article V, Section 3 of the Bylaws. In our opinion, Article V, Section 3 requires that the scheduling of the time and place of the meeting occur within 30 days. Article V, Section 2 specifically addresses notice. Notice must be given at least seven days before a special meeting. Since our research indicates that call may include notice, we believe that the notice must be given, pursuant to Article V, Section 2, within the 30-day period. In the absence of any authority on

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the issue, we believe that the special meeting must be held within a reasonable time after the members make their request for a meeting. We suggest that you investigate applicable local law to determine what constitutes a reasonable time, and whether there are any additional requirements for scheduling the special meeting, as well as when notice of the meeting must be sent to the FCU members.

Sincerely,



Hattie M. Ulan
Associate General Counsel

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cc: Regional Director, Region I