

## GENERAL CORRESPONDENCE—APPOINTMENTS TO OFFICE, &amp;C

a meeting of creditors to be held before the judge of and in another county. Our judge did not refuse, but granted the order as asked for, intimating, however, that although he was aware some other county judges had made similar appointments, he himself entertained grave doubts as to its legality, for that the words of the 13th sub-section failed to satisfy him that he was at liberty to impose such a duty upon the county judge of another county, or that the duty could be discharged at all by any one out of the county where the proceedings were being carried on; that there was nothing in the statute to require the judge of the other county to discharge the duty, and he might well say, upon such an appointment being made for him, that his own appointments were all that he could reasonably be supposed to keep, and that the duties of his own courts were all that he could attend to.

At a subsequent day, the plaintiff's solicitor, not wishing to risk a large estate upon so doubtful a question, got the appointment changed, ordering the meeting to be held before the judge here. In a subsequent case, a similar order to the first was asked for, appointing the meeting to be held in a distant city, before another judge, when the judge of this county, having more maturely answered the question, refused, decidedly, to grant the order, and referred to the words of the interpretation clause of the act; that is, the 4th sub-section of the 12th section, as explaining the words, "*The Judge*," and the words, "*or any other Judge*" (where they respectively occur) in the 13, 14, 17, 18, 19, 20, 21, & 23rd sub-sections of the same act. That by the 4th sub-section of the 12th section, those words, as applicable to Lower Canada, may be understood, because it is well known that the judges of the Superior Courts of Lower Canada have not merely jurisdiction over a county, for there are several Superior Court judges having jurisdiction equally over the same section or territory, which is not the case in Upper Canada, unless there is a junior judge in the same county with the senior judge; that the jurisdiction in Upper Canada is purely local, confined to one county, held only by resident judges, and that, therefore, whilst the words "*any other Judge*" may mean a junior or a deputy judge of the *same* county, they could not be intended to mean a judge of the County Court of *another* county, because he could not

by any reasonable intendment be held to be the judge of the County Court of the county in which the proceedings are carried on.

And again, that supposing the 13th sub-section might authorize the meeting of creditors to take place before such other judge, that "*other Judge*" could only take the advice of the creditors upon the appointment of an official assignee; he could not *appoint* the assignee, because the 14th sub-section provides that "at the time and place appointed, and on hearing the advice of the creditors present upon oath," &c., "*The Judge*" (and not the "*other Judge*") shall appoint, &c. \*\*\* and if the creditors are not unanimous, then "*the Judge*" may appoint, &c.

Our judge maintains that the words "*The Judge*" can only mean such judge as the interpretation clause points out, and that the 17th and subsequent sub-sections of the 3rd section prove this position.

Will you, Messrs. Editors, favour us with your views on this question, or invite the correspondents of the *U. C. Law Journal* to discuss it, because it is said that the whole "*Bar*" of the city of Hamilton are unanimous in an opinion adverse to that entertained by the judge and bar here.

Oblige,

Yours respectfully,

A SUBSCRIBER.

20th February, 1867.

[We have not at present time to devote to the consideration of the subject above referred to, but we should be glad in the mean time to hear from those who may have had occasion to investigate the point, which is, we believe, a new one and of great importance.]—Eds. L. J.

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**APPOINTMENTS TO OFFICE.**


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**NOTARIES PUBLIC.**

JOHN COYNE, of Brampton, Esquire, Barrister-at-law, to be a Notary Public for Upper Canada. (Gazetted 23rd February, 1867.)

JOHN MCKINDSEY, of Bothwell, Esquire, Attorney-at-law, to be a Notary Public for Upper Canada. (Gazetted 23rd February, 1867.)

**CORONER.**

CABEL ELSWORTH MARTIN, of Lindsay, Esquire, M.D., to be an Associate Coroner for the County of Victoria. (Gazetted 23rd February, 1867.)

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**TO CORRESPONDENTS.**


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"LAW STUDENT" — "A SUBSCRIBER" — Under "General Correspondence."