

## CORRESPONDENCE.

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*Appointment of Deputy Judge at Hamilton.*

To the Editor of THE LAW JOURNAL.  
Hamilton, Jan. 14, 1880.

SIR,—The members of the Law Association which has recently been established by the profession practising in this city and county have, at meetings lately called for the purpose, been warmly discussing the late appointment by the County Judge of a gentleman, a member of a firm in large practice, as Deputy Judge for the County Court of the County of Wentworth.

While the *person* of the appointment is in every way satisfactory, the Association, by a very large and influential vote, have recorded their disapprobation of an appointment which is calculated to bring the administration of justice in this county into disrepute, inasmuch as we have to-day the very anomalous proceeding of a gentleman advocating the interests of his firm's clients on one occasion, and performing the functions of a judge in the same court on another occasion, and even in one instance of granting an order in a case in which his own firm was engaged.

It must be evident to every professional man that while a gentleman holding such a position may discharge his two-fold duties in a strictly impartial and upright manner, and I believe him incapable of acting otherwise, the impression left upon the mind of the layman cannot be otherwise than unsatisfactory, and attended with suspicion and doubt, and must tend to weaken that respect for the Bench which is so essential for the proper administration of justice.

The action taken by the members of the profession here is as much in the interest of the profession at large as for themselves, and the resolutions passed condemn in the most unmistakable language the system of appointing a practising barrister (who is a member of a firm in large practice, as is the case here) to the position of a deputy judge, and also conveys the expression of opinion on the part of the profession here, that if other judicial assistance is necessary, then a Junior Judge should be appointed.

BARRISTER.

## FLOTSAM AND JETSAM.

THE LAW OF CONTRACTS.—Pomponius, a celebrated law teacher of Rome in the sixth century, entered into a contract with a Roman citizen to instruct his son in the law. This was the contract: So many coins if the pupil became learned in the law, the test to be that he should win his first case before the tribunal. Pomponius turned over his pupil as perfected in his studies. The father brought suit against the master to set aside the contract, and retained his son to plead this his first case. "If my son gains his case, the contract is made void. If he loses, I am not bound." Pomponius answers: "If I fail in my defence the son wins his case, and I am entitled to my money. If I gain, the court gives me the money by its decree." Which side had the law?

TO CORRESPONDENTS.—We have received several letters on important subjects which must, however, lie over until next issue. Amongst them is one from Halifax on the vexed question of the reconveyance of Insolvents' Estates. Another calls attention to a pamphlet recently issued by Mr. Sheriff McKellar; a remarkable document truly, which, as a specimen of vulgarity impudence, concealed official greed and ingenious misrepresentation, has seldom been surpassed. It takes an Official Assignee, a Registrar or a Sheriff to formulate his grievances (*i. e.* his desire for increased fees) and then to try to lobby a Bill through the Legislature to meet the views of his own class. There is a limit, however, to this kind of thing, as Sheriffs will probably find to their cost. Official Assignees have themselves to thank in a great measure for the storm of obloquy which has assailed the Insolvent Act. Registrars stated "grievances" until the Legislature was worried into paying attention to them. The result was that the country now gets the benefit of all the surplus which previously went to swell incomes out of all proportion to the work or responsibility involved. The same thing will probably happen to the Sheriffs. The threat of a statutory requirement that they should state the profits of their office under oath, and allow their books to be examined, would probably put an end to this agitation of Mr. McKellar and his official allies.

To "Barrister-at-Law" we would say, that, as the case he refers to has not been reported, his communication had better stand over. We think there were possibly some errors in the copy of the judgement seen by him. The subject referred to by "Rural" is touched upon at p. *ante*. The letter of "*Scriptor non Scriptum*" will appear in the February number.