Here these school directors were lawfully assembled and in discharge of duties of great importance to the public, and to disturb and interrupt them is an act injurious to the public and a public wrong, and of course indictable at common law, although not punished by any Act of Assembly.

The objections to the form of the indictment, if there was anything in them, came too late.

The court were therefore right in sentencing the defendants.

*Judgment affirmed.*

## CORRESPONDENCE.

*Quashing conviction—Chairman and Justices at Quarter Sessions—Respective positions.*

TO THE EDITORS OF THE LAW JOURNAL.

GENTLEMEN, — At a late Court of Quarter Sessions, an application was made to quash a conviction made by two Justices of the Peace against A, for obstructing B when performing labour on the highway. A made an affidavit of the fact of his being convicted, and also swore that the Justices had no jurisdiction. The notice of appeal appeared to have been regularly served. No record of the conviction was returned by the convicting Justices, neither did they or the complainant appear.

On this affidavit of the appellant, the court, against the opinion of the chairman, quashed the conviction and ordered the complainant to pay costs.

It is the first instance that I am aware of in which a court has, on affidavit, quashed a conviction, when neither the record or a copy of it was before the Justices.

The complainant had no power to compel the Justices to return the record of conviction, neither had the Court of Quarter Sessions; yet the Justices assumed the power to compel the complainant to pay the costs of the appeal.

The best of the joke is that when the notice of appeal was served, the convicting Justices became alarmed and gave a written notice to A that the conviction had been abandoned and would not be acted upon, and this previous to his attending the court.

Since the sitting of the court, the convicting Justices have been into town to the County Attorney, to see if the order for the payment of the costs could not be set aside, and they were told that they must apply to the Court of Queen's Bench in Term. Please insert this with your comments thereon.

Yours, J. P.

January 1, 1869.

[We think the Justices acted without authority in quashing this conviction. There was nothing before them to quash, the conviction, not having been returned to the Sessions. There is another view of the case, which it is important to notice, assuming that the County Judge was the acting chairman, and it is this: if the Justices set at naught the opinion of the chairman upon a point of law, their conduct was most presumptuous. It is simply absurd for magistrates to set up their opinion in matters of law against that of the County Judge; and if the law gives them power to pronounce on questions with which, such as this, they are in all probability profoundly ignorant, it is time some changes were made to prevent the recurrence of such acts.]—EDS. L. J.

*Attorneys' Fees in Division Courts.*

TO THE EDITORS OF THE LAW JOURNAL.

GENTLEMEN,—I see in the last *Law Journal*, under the head of "General Correspondence," and over the signature of "An Attorney," a letter tending to bring into disrepute one of the most popular, and deservedly so, young Judges in Ontario, considering his age and experience. Since he has been appointed to the Bench he has become beloved and esteemed by the people of his County generally. No person can be more conversant with the case referred to than your subscriber. One of the complaints mentioned in "Attorney's" letter was an action brought by the bailiff of the Second Division Court of a County near Toronto, on the grounds of a breach of covenant on a bond. A jury was called by the plaintiff. It appears that an agreement was made with "Attorney" by defendant's brother to defend the suit. The brother swore at the trial that he agreed with "Attorney" for six dollars to carry the case through and win it; that "Attorney" got a note for the six dollars, and that the note was paid. The case referred to was left to arbitration at the request of defendant's attorney, and the award was given in favour of the plaintiff. The attorney at once applied for a new trial, and supported the application for a new trial by his own affidavit, and before the day of hearing it appears he saw the defendant, and got something like a written retainer to attend the hearing, although by the evidence of the defendant's brother it was originally agreed that "Attorney" was to carry the suit through and win it for the six dollars. The Judge