

enlightened, and the peace of the community is preserved. By an open course of judicial proceeding, in the language of the country, it may be readily understood, if there be a fault, whether it be in the law, or in the administration of the law; if it be in the law, it may be amended and the Judge sustained; if in the Judge he may be held responsible, and the law be applied and enforced by a more skilful and worthy agent. It was evidently upon these considerations, that those English legislative enactments required the laws to be administered in the English language. Hence it is not merely as a matter of convenience to the Court; but as a means of giving due publicity to judicial proceedings; and in order, that all suitors may know what is said for or against them, that all the pleadings, proofs and proceedings of the Court must be instituted; or translated into the English language.

In Maryland, as well before as since the Statute of 1731, all legislative enactments and judicial proceedings were expressed in English, and in no other language; *Kilty's Rep.* 249; and therefore, by the common law of the State, independently of any positive Act of the Legislature, it may be regarded as a duty of all the Courts of justice to have all their proceedings put into English before any judgment is pronounced upon the matter in controversy. And for the purpose of having a correct translation made of the deposition or document it may be confided to a fit, competent, and sworn translator. *Smith v. Kirkpatrick*, 1 *Dick.* 103; *Belmore v. Anderson*, 2 *Cox*, 288; *Fauquier v. Tynte*, 7 *Ves.* 292; *Atkins v. Palmer*, 6 *Com. Law Rep.* 453; 1 *Fowl. Exch. Pra.* 373; 2 *Fowl. Exch. Pra.* 75, 135.

Ordered, that Charles T. Flusser be, and he is hereby appointed to make and return, on oath, a full and correct translation of the said depositions as prayed by the foregoing petition.

On the 10th of February, 1830, Mordecai L. Flagler, filed his petition in this case, in which he stated, that the defendant Lewis Helms had, by a certain instrument of writing, promised and obliged himself to pay to him the sum of \$1,200 out of the sum which he might recover in this suit; by virtue of which the petitioner had and claimed to have a lien, to that amount on any sum which might be decreed to Helms and wife; and prayed that it might be ordered to be paid to him accordingly.

The defendant Lewis Helms by a petition, not on oath, filed on * the 1st of January, 1828, applied for leave to put in his answer, stating his reasons for not having done so sooner, **554** which prayer being refused, he filed another petition, and various other proceedings were had in relation thereto; when on the 25th of March, 1830, by a writing signed by the solicitor of the plaintiffs and of the defendant Helms, it was agreed that the testimony taken in relation to the petition should apply also to the answer