

**State of New York**  
**Commission on Judicial Conduct**

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In the Matter of the Proceeding Pursuant to Section 44,  
subdivision 4, of the Judiciary Law in Relation to

WILLIAM G. MAYVILLE,

a Justice of the Fort Covington Town  
Court, Franklin County.

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**Determination**

THE COMMISSION:

Mrs. Gene Robb, Chairwoman  
Honorable Fritz W. Alexander, II  
John J. Bower, Esq.  
David Bromberg, Esq.  
E. Garrett Cleary, Esq.  
Dolores DelBello  
Victor A. Kovner, Esq.  
Honorable William J. Ostrowski  
Honorable Isaac Rubin  
Honorable Felice K. Shea  
John J. Sheehy, Esq.

APPEARANCES:

Gerald Stern (John J. Postel and Henry Stewart,  
Of Counsel) for the Commission

John E. Aber for Respondent

The respondent, William G. Mayville, a justice of the Fort Covington Town Court, Franklin County, was served with a Formal Written Complaint dated February 3, 1983, alleging inter alia that he heard cases involving his relatives, issued criminal summonses to civil litigants and otherwise threatened them with arrest, entered civil judgments before trial and treated lawyers

and litigants rudely. Respondent served an answer dated February 22, 1983.

By order dated March 10, 1983, the Commission designated the Honorable Francis C. LaVigne as referee to hear and report proposed findings of fact and conclusions of law. The hearing was held on June 7 and 8 and July 13, 1983, and the referee filed his report with the Commission on November 15, 1983.

By motion dated December 16, 1983, the administrator of the Commission moved to confirm the referee's report and for a determination that respondent be removed. Respondent waived oral argument before the Commission and thereafter submitted a written statement dated January 30, 1984.

Upon the record of this proceeding, the Commission makes the following findings of fact.

Preliminarily, as to all charges, the Commission finds as follows:

1. Millie Rhoades is the Fort Covington Town Clerk and a principal in the accountant firm of Rhoades and Rhoades. James G. Manson is the owner of Badger Sales and Manson's Farm Supplies and is related to respondent by marriage.

As to Charge I of the Formal Written Complaint:

2. In 1981, on behalf of Rhoades and Rhoades, Ms. Rhoades requested that respondent collect a bill for services allegedly rendered to Shirley Morton in the amount of \$19.63.

3. In December 1981, Ms. Morton received a letter signed by respondent on official Town stationery, requesting that she send money to the Fort Covington Town Court. She had not received any prior communication from respondent regarding this matter.

4. Ms. Morton telephoned respondent and inquired what the money was for. Respondent told her it was for an ASPCA bill. Ms. Morton advised respondent that she had been an ASPCA volunteer, was not their treasurer, and did not pay their bills.

5. In January 1982, Ms. Morton received a second letter signed by respondent on official Town stationery, stating in part: "we will have to settle this matter as Rhoades & Rhoades has asked me to settle this matter." Enclosed with the letter was a copy of a bill from Rhoades and Rhoades to Shirley Morton for \$19.63.

6. On February 8, 1982, respondent issued a criminal summons for Ms. Morton, ordering her appearance in court on February 11, 1982, on a charge of Criminal Contempt Second Degree, because of her alleged failure to appear on the civil claim, notwithstanding that he had not issued any earlier summons. Ms. Morton was served with this summons on February 10, 1982.

7. On February 10, 1982, Ms. Morton called respondent and requested an adjournment to obtain counsel. Respondent refused to grant Ms. Morton an adjournment. During the telephone conversation, respondent became angry and asked: "Where are you?"

Where are you? I am going to have you arrested for contempt of court."

8. On February 11, 1982, Ms. Morton appeared in respondent's court with her attorney, Vaughn N. Aldrich, to respond to the criminal summons. No one was present on behalf of Rhoades and Rhoades. Respondent told Ms. Morton that "he was going to get [her]" and "he hoped [s]he had brought [her] checkbook because [s]he was going to pay and [she] was going to pay good."

9. Respondent advised Ms. Morton that she was charged with criminal contempt and asked how she pled, to which she replied not guilty. Respondent told Ms. Morton and Mr. Aldrich that the criminal contempt charge was filed because Ms. Morton had ignored his orders. When Mr. Aldrich asked where the summons and the affidavit of service were, respondent could not produce copies of either item. Respondent then stated that he was going to serve Ms. Morton with another criminal summons, charging her with contempt of court for the way in which she had spoken to him on the telephone on February 10, 1982.

10. Mr. Aldrich requested a hearing on the original contempt charge and asked that, pending the hearing, bail be set or Ms. Morton be released on her own recognizance. Respondent set bail at \$100.00 on the charge of criminal contempt and stated that until bail was posted, Ms. Morton would be sent to jail. Respondent advised Ms. Morton and Mr. Aldrich that he was going

to call the police and have Ms. Morton transported to jail, and he moved toward the telephone.

11. Ms. Morton was shocked and frightened by respondent's actions and was crying.

12. Respondent dialed the New York State police, but did not complete the call or speak to the police. At the request of Mr. Aldrich, respondent finally dropped the charge, and withdrew the bail he had set.

13. Respondent angrily and rudely told Ms. Morton to leave his court, saying, "I don't ever want to see your face again."

14. Throughout Ms. Morton's appearance before respondent, he was intimidating and abusive toward her, frightening her and causing her to cry.

15. Ms. Morton subsequently received a civil summons from respondent dated February 15, 1982, in the case of Rhoades and Rhoades v. Shirley Morton.

16. On February 24, 1982, Ms. Morton wrote Rhoades and Rhoades a check for \$19.63. While she disputed the bill, she paid it on advice of counsel and because she was afraid that if she did not, she would go to jail. Later on February 24, respondent entered a judgment against Ms. Morton for \$19.63.

As to Charge II of the Formal Written Complaint:

17. In May 1981, Richard Gardner was served a summons issued by respondent for services allegedly performed by Rhoades and Rhoades in connection with a tavern his wife Elvita Gardner

owned. The summons directed Mr. Gardner to appear in respondent's court regarding a civil claim for \$80.00.

18. Mr. Gardner telephoned respondent and told him that he disputed the claim and that his wife should have received the summons. He requested an adjournment because Mrs. Gardner was in the hospital. Respondent denied the request, stating that "Millie needed her money" and "he was there to collect the money that was owed." Respondent threatened Mr. Gardner with arrest if he did not appear, stating that he would "have [his] ass in contempt of ... court."

19. Mr. Gardner appeared in respondent's court on May 27, 1981, the return date of the summons. Respondent told him that Ms. Rhoades did not have to be present because it was a small claims case and respondent could act as attorney for both parties. Respondent advised Mr. Gardner that he did not need a lawyer to represent him in the case. When Mr. Gardner questioned how respondent could act as attorney for both sides and asked if Ms. Gardner should not be present, respondent became angry, raised his voice and repeated his intention to "collect the money."

20. Respondent asked Mr. Gardner if he was "guilty or not guilty," and Mr. Gardner replied, "guilty." Respondent thereafter entered judgment for \$95.30 in favor of Rhoades and Rhoades.

21. Before he had completed payment of the judgment, Mr. Gardner asked respondent for an extension of time.

Respondent denied the request and rudely threatened him with arrest for contempt of court, incarceration and further court costs. Mr. Gardner paid the final installment on the judgment two or three days later because he did not want to go to jail.

As to Charge III of the Formal Written Complaint:

22. In May 1981, Rhoades and Rhoades presented respondent with a bill for \$330.00 for services allegedly rendered to Ann Jobin. On May 20, 1981, respondent sent Ms. Jobin a summons and letter in connection with the matter, which she received on May 27.

23. On June 9, 1981, respondent sent a second letter to Ms. Jobin. He received a call from her on June 19, and sent her a third letter on June 22.

24. On September 1, 1981, respondent wrote a letter to Ms. Jobin's mother, who was not a party to the case, stating: "This court is making a last honest effort to have this claim paid for. This court will have to take action against you as part owner and Mrs. Jobin...I wish I don't have to pursue this any farther, but I may not have choice." When Ms. Jobin received the letter addressed to her mother, she telephoned respondent, acknowledged that she owed the money and stated that she was unable to pay it at that time.

25. On November 23, 1981, Ms. Jobin received another letter from respondent, saying that a warrant would be issued for her arrest if she did not appear.

26. On November 25, 1981, Ms. Jobin went to court in honor of the criminal summons. Respondent told her that he had no choice but to collect the money because Ms. Rhoades was the Fort Covington Town Clerk, respondent had to deal with her all the time, and he did not want any problems with her. At that appearance Ms. Jobin paid \$339.35 to respondent.

As to Charge IV of the Formal Written Complaint:

27. In January 1982, Manson's Farm Supplies sent to respondent a bill allegedly outstanding against Fred Fleury.

28. On January 27, 1982, respondent issued a summons against Mr. Fleury. Mr. Fleury retained an attorney, Richard Edwards, who gave him a notice of appearance and a letter requesting an adjournment to hand to the judge.

29. On February 4, 1982, Mr. Fleury appeared in court before respondent in response to the summons. No representative of the plaintiff appeared. When Mr. Fleury gave respondent the notice from his attorney, respondent told him he would have to pay the bill anyway, and that if Fleury had an attorney, respondent was going to charge him. Respondent also said that if Mr. Fleury did not pay the bill, respondent would have to disqualify himself because of his relationship to the Mansons.

30. Mr. Fleury agreed to pay the bill, but told respondent that he first needed an estimate in order to collect damages from his insurance company. Respondent agreed to obtain an estimate from Manson's Farm Supplies and send it to Mr. Fleury, which he subsequently did. The day after receiving the

estimate, Mr. Fleury mailed respondent a check for the amount due.

31. On February 10, 1982, respondent entered a judgment against Mr. Fleury for \$209.05, notwithstanding that no one had appeared for the plaintiff, there had not been a trial, Mr. Fleury's attorney had requested an adjournment, and respondent had stated that he would have to disqualify himself because of his relationship to the Mansons. Mr. Fleury subsequently received another writing from respondent, stating that he was in contempt of court for not sending the money. Mr. Fleury thereafter telephoned respondent and learned that respondent had never received the check. He then went to respondent's house and gave him a new check for the amount of the judgment.

As to Charge V of the Formal Written Complaint:

32. In February 1981, Badger Sales sent to respondent a bill for \$38.85 allegedly outstanding against Allan B. Wilson, for the purchase of a machine part. Respondent thereafter issued a summons against Mr. Wilson, which was served by mail.

33. When Mr. Wilson appeared at court on the return date stated on the summons, no one was present. He then called respondent and was told by respondent's wife that court was not being held because respondent was ill. Two weeks later, Mr. Wilson appeared at court, on the date scheduled by telephone, to find again that court was not being held. Mr. Wilson subsequently learned that respondent was in the hospital.

34. On February 27, 1981, respondent telephoned Mr. Wilson and asked him to appear in court in a half hour. Mr. Wilson told respondent that it was impossible to drive in a half hour from Potsdam, where he lived, to Fort Covington, and that his car was out of order. Respondent told Mr. Wilson that if he did not appear that night in response to the summons, respondent would issue a warrant for Mr. Wilson's arrest for failure to appear. When Mr. Wilson said that he could come to court the following day, respondent replied that was "not good enough." Shortly thereafter, Mr. Wilson received a telephone call from someone purporting to be a state trooper, who stated that if Mr. Wilson appeared in respondent's court by 10:00 the next morning, a warrant would not be issued for his arrest.

35. On the morning of February 28, 1981, Mr. Wilson appeared at respondent's house. Respondent exhibited an arrest warrant he had prepared for Mr. Wilson and indicated that, if he had not appeared, he would have been arrested.

36. Mr. Wilson asked respondent if he was related to Mr. Manson of Badger Sales. Respondent replied that Jamie Manson married his daughter but that the relationship made no difference on the case. Respondent asked Mr. Wilson if he had the money, and Mr. Wilson agreed to pay the debt.

37. Respondent's docket indicates that on February 21, 1981, one week before Mr. Wilson's appearance, respondent entered a judgment against the defendant in Badger Sales v. Allan Wilson in the amount of \$42.75.

As to Charge VI of the Formal Written Complaint:

38. In September 1981, Farquhar's Hardware sent to respondent a bill for \$40.01 allegedly outstanding against Donald LaMere, for the purchase of a fan. On September 30, 1981, respondent issued a summons against Mr. LaMere.

39. Mr. LaMere ignored the summons, and respondent issued a second one, which Mr. LaMere also ignored.

40. On December 7, 1981, respondent issued a third summons which was initialed "WGM". It stated: "I will have to and will take action on above date."

41. On December 8, 1981, Mr. LaMere paid the bill to Farquhar's Hardware, and in his docket respondent entered judgment against the defendant in Farquhar's Hardware v. Donald LaMere for \$44.04, marking it also "Pd in full to Farquhar's Hardware".

As to Charge VII of the Formal Written Complaint:

42. In January 1982, Don's Heating sent respondent a bill allegedly outstanding against Donald LaMere, for repairs to a furnace. Respondent thereafter issued a summons against Mr. LaMere.

43. In January 1982, soon after the issuance of the summons, respondent saw Mr. LaMere in public and said that if he did not appear in court on the return date, respondent would issue a warrant for his arrest. Respondent then handed Mr. LaMere a property execution dated January 19, 1982, and Mr.

LaMere later received by registered mail a default judgment dated January 19, 1982.

44. On January 29, 1982, respondent issued and sent a criminal summons to Mr. LaMere, returnable on February 4, 1982. Mr. LaMere called his attorney, who advised him to appear in court but not to pay until satisfied that the work on his furnace was completed. On the return date, Mr. LaMere appeared before respondent, disputed the bill and obtained an adjournment for one week. Respondent stated that Mr. LaMere was "lucky" he came in when he did because respondent had already sent out the troopers with a warrant for Mr. LaMere's arrest.

45. When Mr. LaMere stated that he was not satisfied with the work performed, respondent replied, "I am not here to see if you are satisfied with the work...I am here to collect his bill that you didn't pay...." Respondent told Mr. LaMere that he would have to pay \$50.00 in court fees to bring a claim against Don's Heating.

46. Mr. LaMere's wife signed a check in payment of the bill and gave it to respondent. Mr. LaMere paid the bill because he was afraid of going to jail and losing his job. He later called his attorney and was told to stop payment on the check if not satisfied that the work on the furnace was properly done. Mr. LaMere then notified respondent that the check would be no good because he and his wife had decided not to pay the bill, and he went to the bank and withdrew all the funds in the checking account on which the check had been drawn.

47. Thereafter, respondent went to the bank and endorsed his name on the back of the check issued by Mrs. LaMere payable to Don's Heating. He later had Don's Heating endorse it.

48. Sometime thereafter, respondent called Mr. LaMere's sister-in-law and stated that if Mr. LaMere did not appear in court that evening, he would issue a warrant, that Mr. LaMere could be sentenced up to four days in jail, but that he would not go to jail if he made the check good. Mr. LaMere then bought a money order and sent it to respondent because he feared that he or his wife would be arrested.

49. On April 17, 1982, respondent entered in his docket a judgment against Mr. LaMere for \$125.91 in Don's Heating v. Donald LaMere and also showed it marked paid on that date.

As to Charge VIII of the Formal Written Complaint:

50. In September 1982 Lewis Marine (a business) sent to respondent a bill allegedly outstanding against Donald LaMere, for the purchase of a fishing pole. In a subsequent telephone conversation with Mr. LaMere's brother-in-law, respondent stated that a warrant would be issued for Mr. LaMere's arrest if he were not in court on the day required by the summons. Mr. LaMere then called respondent and said that arrangements for payment had already been made with Lewis Marine. Respondent told Mr. LaMere that he still had to appear in court; that if he did not appear, respondent would take action to see that he was brought into court, and that he would be put "away for awhile".

As to Charge IX of the Formal Written Complaint:

51. On December 3, 1981, respondent issued a summons in the matter of Bruce's Garage v. Herman LaPage for \$33.02.

52. On December 10, 1981, Mr. LaPage called respondent and promised to pay by January 2 or 3.

53. On January 18, 1982, respondent issued a default judgment and a property execution.

54. On February 5, 1982, respondent issued a criminal summons to Mr. LaPage, ordering his appearance on a charge of criminal contempt.

55. When Mr. LaPage appeared in court on the return date, respondent asked Mr. LaPage if he owed Bruce's Garage the money, and Mr. LaPage said he did.

56. On February 15, 1982, Mr. LaPage paid \$23.00, and on April 17, 1982, paid the balance of \$13.37.

57. On February 18, 1983, respondent entered in his docket a judgment for \$36.07 in favor of Bruce's Garage against Herman LaPage.

As to Charge X of the Formal Written Complaint:

58. After receiving a bill for rent money allegedly owed by Patricia Ann White to Norman Meyette, respondent sent summonses to Ms. White on September 4, 1981, and January 21, 1982, only one of which she received.

59. Ms. White went to respondent's home, acknowledged the debt and agreed to pay the money in monthly installments.

60. In February 1982, after Ms. White failed to make a few payments, respondent, in February 1982, sent her a criminal summons charging her with criminal contempt of court, second degree, and directing her appearance in court. No accusatory instrument had been filed against Ms. White in respondent's court when the criminal summons was issued.

61. When Ms. White appeared at respondent's home in response to the criminal summons, she told respondent that, despite financial problems, she would continue making payments according to the schedule.

62. Norman Meyette was not present on either occasion that Ms. White appeared before respondent.

As to Charge XI of the Formal Written Complaint:

63. After receiving a bill from Leroux Oil Company against John Youmell, respondent issued and sent a civil summons to Mr. Youmell on February 1, 1982.

64. On February 11, 1982, respondent issued a criminal summons to Mr. Youmell, ordering him to appear on a charge of criminal contempt of court for "failure to answer summons was ordered by court." The criminal summons bears the statement: "UPON YOUR FAILURE TO APPEAR AS ABOVE DIRECTED A WARRANT WILL BE ISSUED FOR YOUR ARREST."

65. No accusatory instrument had been filed in respondent's court.

66. On February 24, 1982, respondent issued a civil subpoena to Mr. Youmell and typed on the subpoena: "FAILURE TO ANSWER WILL RESULT IN YOUR ARREST. (CONTEMPT(sic) OF COURT).

67. Mr. Youmell received the civil summons, the criminal summons and the civil subpoena, but ignored them until respondent called Mr. Youmell's sister and told her that if Mr. Youmell failed to appear in court as directed, troopers would come and pick him up.

68. Thereafter, Mr. Youmell appeared in respondent's court. When he attempted to explain why he disputed the bill, respondent told him that he must pay the bill and could "have [his] say" only after the bill had been paid. Respondent told Mr. Youmell that if he did not pay the bill, he would be sent to jail, and when he got released, he would have to pay the bill.

69. No one appeared on behalf of Leroux Oil Company when Mr. Youmell appeared in respondent's court.

70. On April 1, 1982, respondent entered judgment against John Youmell. On that date Mr. Youmell paid respondent the claim.

As to Charge XII of the Formal Written Complaint:

71. LaBelle Exxon gave respondent a bill for \$291.82 allegedly outstanding against Martin Haenel for tires and gasoline. On January 20, 1982, respondent issued a civil summons.

72. On January 25, 1982, when Mr. Haenel received the summons, he went to respondent's house and told him that he did

not have the money to pay the bill. Mr. Haenel agreed to make installment payments.

73. When Mr. Haenel failed to make some of the payments, respondent issued a civil subpoena on March 16, 1982, and sent it to Mr. Haenel. On the subpoena, respondent stated: "You failed to live up to your agreement with this court, therefore you are to make payment in full on above date, plus all expenses. Ps. there will no more dates made for you...."

74. On March 18, 1982, Mr. Haenel went to respondent's house, and respondent told him he had to pay the bill in full immediately or respondent could have him arrested and put in jail. Mr. Haenel paid respondent most of the claim that day.

75. On April 1, 1982, respondent entered a judgment against Mr. Haenel in LaBelle Exxon v. Martin Haenel in the amount of \$294.32, and defendant paid off the balance.

As to Charge XIII of the Formal Written Complaint:

76. In January 1982, Leroux Oil Company sent respondent a bill for \$69.93 allegedly owed by Howard Lamb, Sr. On January 29, 1982, respondent issued a summons for Mr. Lamb to appear before him on February 10, 1982, on a civil claim for \$69.93.

77. On February 1, 1982, respondent entered judgment against Mr. Lamb in Leroux Oil v. Howard Lamb, Sr., in the amount of \$73.43.

78. On February 11, 1982, respondent issued a criminal summons ordering Mr. Lamb to appear on February 18, 1982, on a

charge of contempt of court for "failure to ans. summons or mandate of court."

79. When respondent issued the criminal summons, no accusatory instrument against Mr. Lamb had been filed in respondent's court.

80. On February 24, 1982, respondent issued a civil subpoena to Mr. Lamb, directing him to appear on March 4, 1982, and typed on the subpoena: "FAILURE TO ANS, WILL SUBJECT TO ARREST (CONTEMPT OF COURT)".

81. Mr. Lamb appeared in respondent's court on March 4, 1982. No one appeared on behalf of Leroux Oil Company. Respondent shouted at Mr. Lamb and told him that if he had not appeared, he would have been held in contempt of court. When respondent asked if he owed Leroux Oil the money claimed, Mr. Lamb said that he did and paid respondent \$74.93 on the claim.

As to Charge XIV of the Formal Written Complaint:

82. On February 15, 1982, respondent issued a summons to Robert Phillip, returnable on February 25, 1982, based on a \$90.00 civil claim filed by J. & D. Plumbing. The summons states in part: "PLEASE BE READY TO PAY SAME ON ABOVE DATE."

83. Jerome Brockway, the owner of J. & D. Plumbing, is respondent's co-justice in the Town of Fort Covington.

84. On February 25, 1982, Mr. Phillip paid the balance of the bill to Jerome Brockway's son.

85. On February 26, 1982, respondent issued a civil subpoena to Mr. Phillip in the case, returnable on March 4, 1982.

86. On March 4, 1982, respondent entered judgment in his docket in the amount of \$108.94 against Mr. Phillip in J. & D. Plumbing v. Robert Phillip, and marked the docket paid in full.

As to Charge XV of the Formal Written Complaint:

87. On June 6, 1981, Gene Deschambault signed a criminal information before respondent in connection with a dispute over some auto repairs involving Laga Martin, Jr.

88. On June 10, 1981, respondent issued and sent a summons and sent a copy of the criminal information to Mr. Martin. On the scheduled court date, both Mr. Martin and Mr. Deschambault appeared before respondent, who took testimony and rendered a decision against Mr. Martin.

89. On July 17, 1981, respondent entered judgment against Mr. Martin in the amount of \$302.50. The amount of the judgment was paid in full on August 7, 1981.

As to Charge XVI of the Formal Written Complaint:

90. On January 29, 1982, respondent issued a summons to Jean Smith, returnable February 10, 1982, in Leroux Oil v. Joan Smith, a civil claim for an alleged debt of \$82.58.

91. On February 8, 1982, respondent entered a judgment against Ms. Smith for the amount of \$86.08.

92. On March 1, 1982, respondent issued a civil summons to Ms. Smith and typed on the summons: THIS MONEY

BELONGS TO THE STATE OF NEW YORK, SORRY BUT WILL HAVE TO BE PAID."

93. On March 16, 1982, respondent issued a civil subpoena to Ms. Smith and typed on the subpoena: "CONTEMPT OF COURT OF ARESST WILL BE ISSUED ON ABOVE DATE., IF YOU DON,T SHOW JUST CAUSE WHY YOU FAILED TO PAY MONEY OWED TO COURT HASEN,T BEEN PAID [sic]...."

94. On April 6, 1982, the bill was paid in full.

95. No appearances were noted on the judge's docket for this case.

As to Charge XVII of the Formal Written Complaint:

96. In September 1981, Franklin County Public Defender Kenneth Murtagh, Franklin County District Attorney Joseph Ryan and respondent had a conversation in the District Attorney's office regarding People v. Charles Donnelly, a case pending before respondent.

97. During the conversation, respondent stated: "I know all about this case and I know the defendant Charlie Donnelly, and he is guilty." Respondent said that he knew that Mr. Donnelly had been charged with sexual abuse because he had overheard "a girl...in the courtroom" discussing the charge and implicating Mr. Donnelly.

98. Mr. Murtagh warned respondent that if he presumed Mr. Donnelly's guilt, Mr. Murtagh would move to disqualify him from the case. Respondent replied that he was "not going to have

anything to do with you" and was "not going to discuss any case with you."

99. Defendant Donnelly subsequently appeared before respondent for a preliminary hearing on the sexual abuse charge on September 18, 1981. At the conclusion of the preliminary hearing, respondent held Mr. Donnelly over for the grand jury.

As to Charge XVIII of the Formal Written Complaint:

100. In May 1982, Badger Sales sent to respondent a bill for payment allegedly owed by Carl Demers, for installation of a silo distributor. On May 6, 1982, respondent issued and sent a summons to Mr. Demers.

101. On June 1, 1982, Mr. Demers telephoned respondent and said he would pay part of the original bill but would not pay all of it or the late charges sought by Badger Sales because the machine was not properly repaired. Respondent replied that he "had no grounds to say anything one way or another," and that "when someone gave him a bill to collect, he collected it."

102. On June 1, 1982, respondent entered judgment against Mr. Demers in Badger Sales v. Carl Demers in the amount of \$525.77. On June 1 and July 1, 1982, Demers paid \$150.00.

As to Charge XIX of the Formal Written Complaint:

103. On February 15, 1982, respondent issued a summons to the defendant in J. & D. Plumbing v. Kenneth McElwain, based on a bill for \$94.27 allegedly owed for furnace repairs. The summons stated: "PLEASE BE READY TO MAKE PAYMENT ON ABOVE DATE."

104. Jerome Brockway, the owner of J. and D. Plumbing, is respondent's co-justice.

105. On February 25, 1982, the return date of the summons, Mr. McElwain appeared before respondent in the Fort Covington Town Court. Plaintiff Jerome Brockway did not appear. Respondent entered judgment against Mr. McElwain on that date in the amount of \$97.77. Mr. McElwain paid respondent in full.

As to Charge XX of the Formal Written Complaint:

106. On February 15, 1982, in J. and D. Plumbing v. Martin Lonkey, a civil claim for \$202.73, notwithstanding that neither party had appeared in court and no evidence had been presented, respondent issued a summons on which was typed: "PLEASE BE READY TO MAKE PAYMENT ON ABOVE DATE." The summons was returnable on February 25, 1982.

107. Jerome Brockway, the owner of J. and D. Plumbing, is respondent's co-justice.

108. On March 18, 1982, respondent entered a judgment against the defendant in the amount of \$206.23.

As to Charge XXI of the Formal Written Complaint:

109. On November 23, 1982, between 8:00 a.m. and 9:00 a.m., respondent called the home of Warren Rollins, spoke with Mr. Rollins' daughter, and ordered that he appear in court at 10:00 that morning with regard to a dispute with Stewart Meaux over the purchase of some hay.

110. Mr. and Mrs. Rollins appeared before respondent that morning. Mr. Meaux was present. Respondent stated that he could not handle the matter in small claims court because the amount exceeded his small claims jurisdiction, but he stated he would act as "arbitrator" in the matter.

111. After both parties had agreed to a settlement concerning payment for the hay, respondent told Mr. & Mrs. Rollins that he had the power to force the FMHA to foreclose on their farm if they did not pay for the hay as agreed. Thereafter, the Rollinses paid Mr. Meaux in compliance with the settlement agreement.

Upon the foregoing findings of fact, the Commission concludes as a matter of law that respondent violated Sections 100.1, 100.2, 100.3(a)(1), 100.3(a)(3), 100.3(a)(4) and 100.3(c)(1) of the Rules Governing Judicial Conduct and Canons 1, 2A, 3A(1), 3A(3), 3A(4) and 3C(1) of the Code of Judicial Conduct. Charges I through XXI of the Formal Written Complaint are sustained and respondent's misconduct is established.

Respondent's conduct violates the relevant ethical standards. He has engaged in a pattern of denying litigants the right to be heard. He threatened civil litigants with arrest to coerce payment of alleged debts. He issued criminal summonses in civil cases. He presided over matters involving relatives and his co-justice. He prejudged the merits of the proceedings before him and sought to collect, in advance of trial and judgment, the money allegedly owed by defendants. He improperly

entered judgments before trial. He issued civil summonses with personal notes warning defendants to be ready to pay, and he threatened defendants with jail if they did not appear in court upon his often brusque and unjustified demand.

Respondent, in essence, converted his judicial office into a debt-collecting service for local businesses, including those run by members of his family, his co-judge and the town clerk. He has deprived those appearing before him of their rights and has demonstrated his lack of fitness for office.

Public confidence in the integrity and impartiality of the judiciary is essential to the administration of justice. Judicial office is a high public trust and not a personal vehicle to be used on behalf of familial or other private interests. A judge is obliged to discharge the responsibilities of office in a judicious and fair manner.

By his conduct, respondent has violated the public trust. He has used the prestige of office to benefit private interests, and he has irreparably undermined public confidence in the integrity and impartiality of his court. He has thereby severely prejudiced the administration of justice and shown that he lacks the moral judgment and fitness to serve on the bench.

Be reason of the foregoing, the Commission determines that respondent should be removed from office.

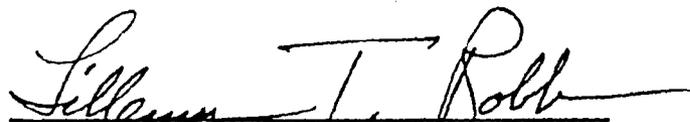
Mrs. Robb, Judge Alexander, Mr. Bower, Mr. Kovner, Judge Ostrowski, Judge Rubin, Judge Shea and Mr. Sheehy concur.

Mr. Bromberg, Mr. Cleary and Mrs. DelBello were not present.

CERTIFICATION

It is certified that the foregoing is the determination of the State Commission on Judicial Conduct, containing the findings of fact and conclusions of law required by Section 44, subdivision 7, of the Judiciary Law.

Dated: March 15, 1984

  
Lillemor T. Robb, Chairwoman  
New York State Commission on  
Judicial Conduct