

Judicial Inquiry Commission

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June 3, 1986

The Judicial Inquiry Commission has considered your request for an opinion concerning whether under the Alabama Canons of Judicial Ethics a part-time municipal court judge may accept employment by an insurance company to represent its insured, the city which the attorney serves as judge. The judge is regularly retained by the insurance carrier to represent other insureds.

The question presented is governed by Canon 2 of the Alabama Canons of Judicial Ethics. That Canon provides:

"A judge should avoid impropriety and the appearance of impropriety in all of his activities."

Canon 2A further provides:

"A judge should respect and comply with the law and should conduct himself at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary."

Further, in reviewing this issue there are two applicable sections of the Alabama Code which should be considered. These are Sections 11-43-12 and 12-14-30(d). Section 11-43-12 provides:

"No ... officer ... of the municipality shall be directly or indirectly interested in any work, business or contract, the expense price or consideration of which is paid from the treasury (of the municipality) ..."

Section 12-14-30(d) is directed specifically toward municipal judges and provides:

"... No judge shall be otherwise employed in any capacity by the municipality during his term of office."

In reviewing this issue, the Attorney General has opined that since there are two separate contracts involved, that of the city with the insurance carrier and that of the carrier with the attorney-judge, these statutes do not prohibit the attorney-judge's employment by the insurance carrier to represent the city.

Given the Attorney General's application of the pertinent statutes, the issue presented here is whether the attorney-judge's employment raises the appearance of impropriety. While this standard is even more stringent than the statutes, in this instance where the attorney-judge was retained regularly by the insurance carrier prior to being retained to represent the city, we find no impropriety in his being hired by the insurance company.

Sincerely,

JUDICIAL INQUIRY COMMISSION