

2005

## Editorial: Autumn 2005

Michael Weir

*Bond University*, [Michael\\_Weir@bond.edu.au](mailto:Michael_Weir@bond.edu.au)

Follow this and additional works at: <http://epublications.bond.edu.au/nle>

---

### Recommended Citation

Weir, Michael (2005) "Editorial: Autumn 2005," *The National Legal Eagle*: Vol. 11: Iss. 1, Article 1.  
Available at: <http://epublications.bond.edu.au/nle/vol11/iss1/1>

This Editorial is brought to you by the Faculty of Law at [ePublications@bond](mailto:ePublications@bond). It has been accepted for inclusion in *The National Legal Eagle* by an authorized administrator of [ePublications@bond](mailto:ePublications@bond). For more information, please contact [Bond University's Repository Coordinator](#).

# Editorial

This issue has an eclectic combination of topics that raise a number of interesting legal issues. We have all heard of an employer terminating the employment of an employee but have you ever heard of a lawyer sacking his client? It can happen especially when the lawyer discovers they have a conflict of interest or there is an ethical reason why they can't continue to act for someone. In her article *If Your Lawyer Sacks You – Can they get paid?* Associate Professor Kay Lauchland provides a perspective on this issue. It is really applied contract law.

Probably some of you were involved in the Bond University High School Mooting Competition and others will be thinking of competing this year. Associate Professor David Field will explain the mysteries of last year's fact pattern in his article *School For Scoundrels*. It is about a school's liability for the deliberate act of a member of staff. It might assist you in understanding the correct approach for the 2005 competition.

Do you or your parents ever see a naturopath; chiropractor; herbalist or therapeutic massage therapist? If you do you are amongst the millions of people who do every year in Australia. But are these therapists regulated by statute or not.

Many are not. I discuss this issue in *Complementary and Alternative Medicine – Legal Issues*.

People often speak about the Rule of Law and the separation of power. In her article *Rule of Law, Separation of Powers and Judicial Decision Making in Australia* Tina Hunter Schulz discusses how these principles have been reflected in the Australian Constitution and applied by the High Court of Australia. This will be Part 1 of a two part article.

Many people are concerned about environmental issues. Much of the discussion revolves around the Kyoto Protocol and Australia's reluctance to become a signatory. The Kyoto Protocol is an example of an instrument created externally to Australia that could have an impact on how we act in Australia. In her article *Australia: Greenhouse Emissions and the Kyoto Protocol* Angela Papalia will discuss Australia's response to this significant document. What do you think?

Email: [legal\\_eagle@bond.edu.au](mailto:legal_eagle@bond.edu.au)

Associate Professor Michael Weir

Editor-in-Chief

Faculty of Law

Bond University

## DID YOU KNOW

Forms of Address – If you ever have cause to be introduced to some of the following significant personages you should know how to address them:

Ambassador – 'Your Excellency'

Archbishop (Anglican or Roman Catholic) – 'Your Grace' or 'Archbishop'

Baron – 'My Lord' or 'Lord'

Cardinal – 'Your Eminence' or 'Eminence'

Governor – 'Your Excellency'

Chief Justice – 'Chief Justice' – when on bench 'Your Honour'

Speaker (House of Representatives) – 'Mr Speaker'

Prince – 'Your Royal Highness' and subsequently 'Sir'

Princess – 'Your Royal Highness' and subsequently 'Ma'am'

Source: Asher Joel *Australian Protocol and Procedures* (1988 2nd)

## Legal Terminology – Some useful definitions:

**Novation** – 'an agreement discharging a contract and entering into a new one usually on the same terms but with one of the parties being different; a method of releasing a party from the contract and introducing a new one in his or her place.'

**On consignment** – 'Ordinarily, a phrase used to refer to delivery of goods to an agent for the agent to sell on behalf of the consignor as principal.'

**Parol Contract** – 'A contract made by word of mouth and not put into writing.'

Source: *Butterworths Australian Property Law Dictionary* 1997 pages 166, 169, 174.