

Coram :
MORICE, J.

KLEINHAUS

v.

1897
—
19 July.

THE KERKERAAD OF THE NEDERDUITSCH
HERVORMDE CHURCH AND OTHERS.

Coram :
KOTZÉ, C.J.
AMFES-
HOFF, J.
JORIS-
SEN, J.

BILL OF COSTS—ALL COSTS, MEANING OF.

Where the parties in a deed of submission to arbitration stipulate that the losing party shall pay all costs, according to the Supreme Court tariff, this does not include costs between attorney and client. Such costs should be specially mentioned.

1897
—
6 September.

THIS was an application for an order directing the taxing master to allow in a party and party bill of costs all costs which were due from the applicant to his attorney, in consequence of a certain arbitration which had been decided in his favour. The applicant relied on clause 6 of the deed of submission, which stipulated that the losing party should pay all the costs of arbitration, according to the tariff of the Supreme Court. The applicant alleged that the taxing master had acted wrongly in not allowing his costs as between attorney and client, as by clause 6 of the deed of submission these costs are declared to be costs between party and party.

Dickson, for the respondent, referred to *Van Zyl, Summary of the Leading Principles of the Law of Costs*, p. 8. It should have been expressly stipulated that costs between attorney and client are included. (See further, sect. 17 of Law No. 14 of 1895.)

Lohman, for the applicant: This is not a case of review on taxation. The taxing master has not at all taxed. Sect. 17 of Law No. 14 of 1895 is directory. We must in this instance discard the law of costs and have simply to do with the construction of the deed of submission.

The Court (MORICE, J.) dismissed the application on the ground that "all costs according to the tariff of the Supreme Court" do not include costs between attorney and client.

Against this decision appeal was brought, and heard on September 6th, 1897.

Lohman, for appellant.

Dickson, for respondent.

The appeal was dismissed, the Court agreeing with the view taken by Morice, J.

Attorney for applicant: *S. K. H. Lingbeek*.

Attorney for respondent: *C. G. Rice*.

1897
KLEINHAUS
v.
KREKRAAD
NED. HERV.
CHURCH
AND OTHERS.

MOOSA, JOHAB HAM, AND ABDUL LITHLEP

v.

THE STATE.

CORAM:
AMES-
HOFF, J.
JORIS-
SEN, J.
ESSER, J.

HAWKERS—TRADERS—LAW No. 4, 1894, § 22.

Hawkers are not traders within the meaning of sect. 22 of Law No. 4 of 1894, and are not obliged to keep the books required by that section.

1897

2 September.

THIS was an appeal from the decision of the Special Landdrost of Barberton. The appellants, who were hawkers by occupation, had been convicted of a contravention of sect. 22 of Law No. 4 of 1894, in that they had not kept proper books.

Wessels, for the appellants.

De Waal, for the State.

AMESHOFF, J.: In the strict sense of the term the appellants may be traders; but it cannot be said that they are bound to keep books, and therefore no books are suitable to them. The appeal will be allowed.

JORISSEN and ESSER, JJ., concurred.

Attorneys for the appellants: *L. th* and *Wessels*.