

1886.
June 11.
July 1.
Bok, N.O. vs.
Ebden and
Jones.

fore of opinion that he cannot be held liable for any obligation or provision under the concessions, for the mere cession of a portion of his rights by Ebden to Jones cannot make the latter, without his consent, an assign or assignee within the terms of the concessions afore-mentioned. There must therefore be judgment in favour of the plaintiff against the defendant for £1000. The concessions granted to him on the farms Waterval and Tweefontein, and the cession of a portion thereof to the defendant Jones, must be cancelled. The defendant Ebden is further ordered to pay the costs of this action. The plaintiff must, however, pay the taxed costs of the defendant Jones. The immovable property of the defendant Ebden, on which an arrest has been granted, is hereby declared executable.

ESSELEN, J., concurred.

CURTIS *vs.* THE STATE.

Broker's Licence.

A person who, as the representative of a foreign firm, receives orders from house to house here for clothes, and who orders and afterwards delivers such clothes against payment, cannot be looked upon as a broker, and is therefore not bound to take out a broker's licence.

1886.
June 16
Curtis vs. The
State.

This was an appeal from the judgment of the Landdrost of Pretoria. The Landdrost held that a person who, as the representative of a foreign firm, received orders from house to house here for clothes, and who ordered and afterwards delivered such clothes against payment, was a broker, and ordered Curtis, who dealt in this way, to pay £7 10s. for a broker's licence. Curtis appealed.

Ford, for the appellant: The Public Prosecutor said at first that Curtis had to pay under § 5 of Law 2 of 1871 as a travelling dealer. Then he said that he was a general agent (Vide Law No. 6 of 1882, art. 1, sub-sec. 3). He is not a general agent, for he does not act for any one who may employ him. He is not a broker. He acts for his firm only. Vide *Wharton's Law Lexicon*, sub voce "broker."

Ueckermann, for the respondent: Curtis performed the duties of a broker here. *Vide Story on Agency*, § 28. He is a negotiator.

1886.
June 16.
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Curtis vs. The
State.

KOTZÉ, C.J.: I am of opinion that Curtis, the appellant, cannot be looked upon as a broker. Therefore no broker's licence can be demanded of him. The appeal must be allowed with the costs.

Ex parte P. BURGERS.

Advocate—Admission.

Where the applicant, who had been a judge of the High Court of this State, and who, after his resignation as judge, had published a notice that he intended to apply for admission as an advocate after six weeks, which time, however, had not yet expired, applied for leave to practise as an advocate, he was allowed to do so on taking the necessary oath.

The applicant had been appointed a judge in 1882, and had resigned in July, 1886. Having been engaged in several pending cases, he applied to the Court for leave to practise as an advocate, although the six weeks' notice required by Rule 86 had not yet expired. He had published a notice in the *Staatscourant* and in a local newspaper called *The Volksstem* of his intention to apply for admission after the lapse of six weeks, as required by the Rules of Court.

1886.
Aug. 10.
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Ex parte
P. Burgers.

Cooper, for the applicant, mentioned the case of Advocate Kays, who was allowed to practise before the Circuit Court at Zeerust in 1880, although Rule 86 had not been complied with.

KOTZÉ, C.J.: The Court is of opinion that Rule 86 of 1884 is not applicable to the applicant, who was appointed a judge of this Court in 1882, and resigned in July, 1886. The case is one *sui generis*, and the applicant is therefore entitled to be admitted as an advocate, provided he takes the necessary oath.

BRAND and ESSELEN, JJ., concurred.