

1891.
June 20.
" 22.
" 23.
July 4.
Transvaal
Silver Mines vs.
Jacobs, Le
Grange & Fox.

cancellation of that contract. (*Voet*. 19. 3. 10, and 23. : *Van Zutphen Nederl. Practyck* ; *Story Equity Jurisprudence*, § 395, § 439 ; *Cohen v. Shires and McHattie*, decided by this Court in November, 1882.) Judgment in favour of plaintiffs. The contract between Fox and Jacobs and Le Grange cancelled, with costs.

DOUGLAS vs. ROBINSON.

Revision of Taxation.

Where, in a suit pro Deo in which defendant had consented to judgment, it appeared that the plaintiff had employed two advocates, and the Taxing Master had refused to allow costs for more than one advocate, the Court held that as defendant had agreed to pay costs not only as between party and party, but also as between attorney and client, the fee for the second advocate should be allowed.

1891.
July 7.
Douglas vs.
Robinson

This was an application in connection with a case in which Douglas had proceeded *pro Deo*, and had employed two advocates. He won his case. On the day of hearing Robinson consented to judgment, and agreed to pay all costs including costs between attorney and client : The Taxing Master refused to allow costs for more than one counsel.

Curlewis, for appellant.

Burgers, for respondent.

KOTZÉ, C.J. : The Court is of opinion that as the respondent has undertaken to pay costs not only as between party and party, but also between attorney and client, the costs for the second advocate must be allowed. The application is granted, with costs.

DE KORTE and JORISSEN, JJ.. concurred.
