

Counsel for Pursuers and Respondents—  
Ure—Wilson. Agent—G. Monro Thom-  
son, W.S.

Counsel for Defenders and Appellants—  
Asher, Q.C. — Dickson—N. J. Kennedy.  
Agents—Webster, Will, & Ritchie, S.S.C.

Wednesday, July 20.

FIRST DIVISION.

BAIRD & STEVENSON v MALLOCH.

*Expenses — Taxation — Counsel's Fees —  
Hearing Continued over More than One  
Day.*

For an Inner House debate, which lasted half-an-hour one afternoon and about an hour the following day, the fees sent to senior counsel were five guineas for the first day and four guineas for the second day, and to junior counsel four guineas and three guineas. The Auditor taxed off one guinea from each of the first day's fees and disallowed the second day's fees altogether.

*Held* that as the debate had been continued into a second day the two guineas taxed off the first day's fees fell to be restored.

Messrs Baird & Stevenson, quarrymasters, 21 Clyde Place Glasgow, brought an action in the Court of Session against James Macgregor Malloch, joint agent, British Linen Company Bank, Govan, for payment of £50. The Lord Ordinary (KINCAIRNEY) assolizied the defender and found him entitled to expenses, and the First Division upon a reclaiming-note adhered and found the defender entitled to his expenses in the Inner House. The hearing on the reclaiming-note occupied about half-an-hour one afternoon and somewhere over an hour on the following day. For the first day the agents for the defender sent five guineas and four guineas to senior and junior counsel respectively, and for the second day four guineas and three guineas respectively. The Auditor taxed off one guinea from each of the counsel's fees for the first day, and disallowed any fees for the second day.

When the motion for approval of the Auditor's report was made in the Single Bills, counsel for the defender objected to the fees being interfered with, and argued that the agents had acted reasonably and within their discretionary rights.

At advising—

LORD PRESIDENT—The facts here I understand to be these. The case was taken up late on the afternoon of one day, and after having been heard for about an hour, it was continued till the next day, when it was further heard for about an hour and a half I think—the precise figures are immaterial. I think the sound practice as recognised by the Court has been this. At one time counsel got refreshers as if a day

which was partially occupied had been a whole day irrespective of the proportion which the particular part might bear to the whole day. But the proper view which now prevails is that the whole time occupied is to be taken into account; at the same time, it is evident that if a case is heard, for example, during a solid three hours on a single day, it may give counsel much less trouble than it would have done had that time been split up between two days. I think that there is an appreciable difference depending on that consideration. I should suggest, therefore, that we should allow the guinea which the Auditor has taxed off from the fee of each counsel for the first day, and this more by way of emphasising the principle to which I have alluded than because of the importance of the matter in this case. As regards the second day's fees I think the Auditor has rightly exercised his discretion, and I am not for interfering with what he has done.

LORD ADAM, LORD M'LAREN, and LORD KINNEAR concurred.

The Court allowed each of the defender's counsel one guinea in addition to the fees allowed by the Auditor.

Counsel for the Pursuers and Reclaimers—C. K. Mackenzie. Agents—Macandrew, Wright, & Murray, W.S.

Counsel for the Defender and Respondent—A. S. D. Thomson. Agent—Marcus J. Brown, S.S.C.

Thursday, July 14.

FIRST DIVISION.

[Lord Low, Ordinary.]

PATMORE & COMPANY v. B. CANNON  
& COMPANY, LIMITED.

*Agent and Principal—Agent for a Business for a Specified Time—Principal Ceasing to Carry on Business before Expiration of Time—Damages—Recompense.*

In an action of damages the pursuers averred that they had agreed to act as agents in Scotland for the sale of goods manufactured by the defenders (an English firm) consisting of leather goods, dips, and glues, at a certain rate of commission and other allowances, for a period of five years unless broken by mutual consent, and with a reconsideration of terms for leather at the end of the first year; that before the end of the first year the defenders intimated to the pursuers that they intended to give up their fancy leather trade, and advised the pursuers to become agents for another firm in the same line of business to whom they offered the pursuers an introduction; that the defenders intimated that in other respects they were willing to adhere to the agreement; that the pursuers declined