



SUPREME COURT OF APPEAL OF SOUTH AFRICA

MEDIA SUMMARY – JUDGMENT DELIVERED IN THE SUPREME COURT OF APPEAL

FROM The Registrar, Supreme Court of Appeal
DATE 22 May 2015
STATUS Immediate

Standard Bank v Swanepoel NO [2015] ZASCA 71

Please note that the media summary is intended for the benefit of the media and does not form part of the judgment of the Supreme Court of Appeal

The Supreme Court of Appeal today held that where a contract is entered into by a trustee acting on behalf of a trust, but the trust is named as the contracting party, the contract is not rendered invalid by that fact. While it is correct that a trust is not a legal person, it is an entity and can be named as a party as long as it is clear that the contract is concluded by a duly authorized trustee.

The SCA thus reversed a decision of the Gauteng Division of the High Court that had found that where, in an agreement of loan, the borrower was named as a trust, the contract was invalid.