

SAFLII Note: Certain personal/private details of parties or witnesses have been redacted from this document in compliance with the law and [SAFLII Policy](#)

**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG**

CASE NO: 2015/11549

In the matter between:

J, R

Plaintiff/Applicant

and

J, M

Defendant/ Respondent

SUMMARY

SPILG, J:

CIVIL PROCEEDURE- APPLICATION TO AMEND-OBJECTION

- Objection to amendment based on allegations that defendant wife the nominee for plaintiff husband in acquisition of a farm being inconsistent with statement under oath in an affidavit that they were co-owners. Held: The fact that a party may have made a statement against interest which would, if proven, result in the claim being dismissed does not mean that such evidence can be introduced to challenge the pleading of a contrary state of affairs- unless the amendment introduces the document itself, allowing an attack of “vague and embarrassing”
- Hopefully such situations will become rarer once case management in its more resolution orientated form takes root to ensure that parties deal with the genuine disputes between them

FORMALITIES RE SALE OF LAND- NOMINEE AGREEMENT

- Nominee agreements in respect of holding land for the beneficial owner does not offend s 2 of the Alienation of Land Act 68 of 1981 or the Matrimonial Property Act 88 of 1984 or the terms of an Antenuptial contract. *Dadabhay v Dadabhay* 1981 (3) SA 1039 (A) dealing with s 1 (1) of GLAA Act 68 of 1957 binding.

COSTS

- Court unable discount possibility that the plaintiff was forcing the defendant into court by adopting an extreme position when his own *ipse dixit* is far different. This suggested that he may adopting a stratagem to obtain a more favourable settlement than he would otherwise have been entitled if he had pleaded in a manner consistent with his express statements. Costs therefore in the cause.