



## 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.