

*EX PARTE* L. E. J. AND E. F. PEACOCK.*Coram :*  
ESSER, J.ANTE-NUPTIAL CONTRACT—SIGNING AND REGISTRATION OF,  
AFTER MARRIAGE.1897  
15 July.

*Where through ignorance and in good faith the signing of an ante-nuptial contract before marriage had been omitted, leave was granted to sign the contract and have it registered, such contract, however, not to be effectual against the bonâ fide creditors who were such prior to the registration. [Cf. Ex parte S. J. and M. C. Minnaar, ante, p. 121.]*

THIS was an application for an order authorizing the applicants, who were married at Cape Town on 30th June, 1897, to have a marriage contract drawn up, and directing the Registrar of Deeds to register such contract. The petition set forth that the intention of the parties was to enter into marriage by ante-nuptial contract: that in order to give effect to this intention a power of attorney had been drawn up on behalf of the intended wife, authorizing a certain H. J. Raubenheimer to appear for her before the Notary Blore and to execute the proposed ante-nuptial contract: that thereupon the Notary Blore arranged with the intended husband that as soon as the contract was ready for signature he would be informed thereof by letter: that this letter was sent, but was never received by the husband, L. E. J. Peacock, who thereupon, in ignorance of the necessity for having the contract signed before the performance of the marriage, left for Cape Town to be married.

*Jacobs*, for the applicants, referred to *Schoombie v. Schoombie's Trustees* (5 Juta, 189). The *bona fides* of the applicants is sworn to in the petition. It also appears from the affidavit of Blore annexed to the petition.

The Court granted the application. The contract to be signed and registered within three weeks from date, and to have no effect against *bonâ fide* creditors prior to such registration.