

1914. November 5. BRISTOWE, J.

*Jurisdiction.—Witwatersrand Local Division.—Antenuptial contract.—Registration.—Common law.*

The Witwatersrand Local Division has jurisdiction under the common law to allow the registration of an antenuptial contract.

*Ex parte Pickering and Pickering* (1913, W.L.D. 123), distinguished.

Application for leave to enter into an antenuptial contract, and for an order authorising the Registrar of Deeds to register the same.

The applicants were married at Johannesburg, on July 25th, 1912, in community of property. They were both natives of Russia, and had agreed to be married out of community of property; they thought that the law of this country was the same as the Russian Law, namely, out of community of property, and were informed that no contract was necessary in order to exclude community of property. Under that impression they accordingly told the magistrate at the marriage ceremony that they had made no antenuptial contract.

*L. Greenberg*, for the applicants: As to the merits, the case is covered by *Ex parte Erskine and Erskine* (1910, T.P.D. 644). In *ex parte Pickering and Pickering* (1913, W.L.D. 123) MASON, J., held that this Court has no jurisdiction under sec. 33 of Act 25 of 1909 to allow the registration of a post nuptial contract; we do not, however, come under the Act, but under the Common Law.

BRISTOWE, J., held that the application did not come within the Act, and that the Court accordingly had jurisdiction under the Common Law. Leave was granted to the applicants to enter into an antenuptial contract excluding community of property, profit, and debts, and the Registrar of Deeds authorised to register the same; such registration not to affect the rights of creditors prior to date of registration.

Applicants' Attorneys: *Marks & Holland.*

[G.W.]

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