

THE HIGH COURT OF SWAZILAND

JOHN MAKHAYA DLAMINI

Applicant

And

SIMON M. DLAMINI

1st Respondent

PEAK QUICK FINANCE

2nd Respondent

Civil Case No. 2261/2002

Coram: S.B. MAPHALALA-J

For the Applicant: MISS ZWANE

For the Respondents: IN ABSENTIA

RULING

(17th June 2005)

[1] In this case a question arose as to whether it is a legal requirement that an Acknowledgement of Debt and Agreement which has been lodged for purposes of making it an order of court should be initialled in each page of the said agreement. Presently the Plaintiff has lodged an Acknowledgement of Debt and Agreement contending that the absence of the customary initials in each page does not make the said agreement invalid insofar as there are no rules which require that such an agreement should be initialled in each page by the parties thereto.

[2] In my considered view, as much as there is no specific Rule of court which regulates this aspect of the matter it is only good practice that each page of such agreements be initialled to indicate that the parties thereto were in ad addeclum in respect of each clause embodied in the said agreement. This practice will eliminate confusion in the future where one party seeks to disown the agreement on the ground that certain pages do not constitute the agreement.

[3] In casu, therefore I hold that in view of this rule of practice the Plaintiff is to file a properly executed agreement initialled on each page of the agreement. I make no order as to costs.

S.B. MAPHALALA

JUDGE