1897.
*January 9.*

## RANGHAMY *et al. v.* BASTIAN VEDERALA.

*C. R., Tangalla, 1,292.*

*Conveyance in another's name—Roman-Dutch Law—Mandate.*

A bought a piece of land in his daughter's name, but the conveyance was delivered to A, and he was put in possession of the land, and he remained in such possession. In an action by the daughter against A—

*Held*, that under the Roman-Dutch Law, A became the owner of the land, because he had no mandate from his daughter to nominate her as the purchaser.

THE facts sufficiently appear in the judgment.

*Van Langenberg*, for appellant.

*Allan Drieberg*, for respondent.

9th January, 1897. WITHERS, J.—

It seems that when the first plaintiff in this case was a small child her father, the defendant, many years ago bought a piece of land in her name, for which he paid a sum of Rs. 50. His reason for doing so, he says, was that he thought he was going to die, and he wanted to provide for his daughter in case he should die. He had no intention of parting with the land during his lifetime. Now, the conveyance and the land was delivered to the father, and by the Roman-Durch Law (*Voet, XVIII. tit. 1, 8*) he became the owner of the land, because he had no mandate from his daughter to nominate her as the purchaser. According to the weight of evidence the father has always retained the conveyance with the land. This land may yet become the first plaintiff's, but it cannot be said to belong to her now. The judgment is consequently wrong, and the plaintiff's action must be dismissed with costs.

*Passage referred to.*

Emere possunt quilibet non prohibiti, quisque prose, nemo pro alio, nisi procurator sit. Alioquin neque sibi, neque ei, pro quo sine mandato emit actionem acquirit; sed dominus fiet is, cui ex his duobus rem venditor tradiderit. (*Voet, XVIII. tit. 1, 8.*)