

IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, PRETORIA



Case number: 28302/2014

Date of hearing: 21 October 2025

Date delivered: 23 October 2025

|                                                      |                                                                                     |
|------------------------------------------------------|-------------------------------------------------------------------------------------|
| DELETE WHICHEVER IS NOT APPLICABLE                   |                                                                                     |
| (1) REPORTABLE: <del>YES</del> /NO                   |                                                                                     |
| (2) OF INTEREST TO OTHERS JUDGES: <del>YES</del> /NO |                                                                                     |
| (3) REVISED                                          |                                                                                     |
| 23/10/25                                             |  |
| DATE                                                 | SIGNATURE                                                                           |

In the application between:

RIAAAN COETZEE  
RIAAAN COETZEE N.O.

First Excipient  
Second Excipient

and

NEDBANK LTD

Respondent

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JUDGMENT

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SWANEPOEL J:

[1] This is an exception against the respondent's amended declaration dated 13 July 2022. The excipients, who are sued as sureties in respect of an overdraft facility for a company that was finally wound up in August 2023, allege that the declaration is vague and embarrassing for the following reasons (I distill the essence of the complaint):

[1.1] That the respondent claims that upon the principal debtor being wound up the debt became immediately due, but it does not plead what the debt was at that date, nor does it plead what the default was, but that it simply relies upon certificates of balance bolster its claim;

[1.2] That the certificate of balance refers to a date after the principal debtor was wound up, and it does not reflect whether there were further transactions on the account;

[1.3] That the certificate refers to an overdraft facility and not to a current account, as is referred to in the agreement with the principal debtor;

[1.4] That the various certificates of balance reflect different amounts at different times;

[1.5] That the rate of interest reflected in the suretyship relating to the first excipient is incorrect, and that the excipients cannot determine from the declaration what the capital sum was, when

interest commenced to run, and how the default interest rate was calculated.

[1.6] That the respondent has pleaded two different suretyships in respect of the first excipient. In the first the first excipient's liability was limited to R 262 500, and in the second, signed some months later, to R 525 000. The excipients say that it is unclear upon which suretyship is relied.

[2] A certificate of balance is intended to convey the amount that the plaintiff believes is owing. It is not intended to provide the defendant with a full accounting of how that amount is arrived at. Once the defendant has been told what the plaintiff alleges is owed, the defendant can then interrogate the certificate, and if it is not in agreement, it can dispute the correctness of the certificate.

[3] In this case there is nothing sinister about the fact that the first certificate of balance was issued sometime after the principal debtor was wound up. The account did not disappear at that date, but continued to accrue interest. The balance on the account would, consequently, vary from day to day. It is, therefore, not sinister that certificates issued at different times would reflect different amounts to be due.

[4] There is nothing unusual about a bank requiring a suretyship with a specific limit, and then, later on, requiring a suretyship with a higher liability limit. The fact that the respondent has pleaded two different suretyships, that were entered into by the first excipient months apart,

does not render the particulars of claim vague and embarrassing. The fact that one document refers to a current account agreement account, and the other to an overdraft facility is unremarkable. A rose by a different name is still a rose, and I fail to see how the excipient could possibly be embarrassed by the different nomenclature.

[5] A further complaint is that whilst all the certificates reflect an interest rate of 21%, the latest, dated 20 May 2022 does not apply interest at all. The excipients say that they cannot ascertain how the interest rate was determined, nor which is the correct interest rate. In my view the excipient simply has to look at the agreement between the respondent and the principal debtor to determine whether the correct interest rate has been applied. They can then plead and either admit or deny the correctness of the certificate.

[6] Ultimately, the test is whether the alleged deficiencies prejudice the excipients. The onus is on the excipient to demonstrate prejudice. A useful exposition of the approach to be taken is to be found in *Lovell v Lovell*<sup>1</sup>:

"[15] It is trite that an exception is a procedure 'designed to dispose of pleadings that are so vague and embarrassing that an intelligible cause of action or defence cannot be ascertained.' The aim of the exception procedure is to avoid the leading of unnecessary evidence. The Supreme Court of Appeal recently summarised the approach to be adopted in regard to adjudicating

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<sup>1</sup> Case no. 24583/2009 [2022] ZAHCPHC 711 dated 22 September 2022

exceptions in *Luke M v Tembani and Others v President of the Republic of South Africa and Another*, the SCA stated<sup>2</sup>:

'Whilst exceptions provide a useful mechanism 'to weed out cases without legal merit', it is nonetheless necessary that they be dealt with sensibly. It is where pleadings are so vague that it is impossible to determine the nature of the claim or where pleadings are bad in law in that their contents do not support a discernible and legally recognised cause of action, that an exception is competent. The burden rests on an excipient, who must establish that on every interpretation that can reasonably be attached to it, the pleading is excipiable. The test is whether on all possible readings of the facts no cause of action may be made out; it being for the excipient to satisfy the court that the conclusion of law for which the plaintiff contends cannot be supported on every interpretation that can be put upon the facts.' (References omitted).

[16] The same court stated that:

'It is thus only if the court can conclude that it is **impossible to recognize the claim**, irrespective of the facts as they might emerge at the trial, that the exception can and should be upheld.' (My emphasis)."

[7] Applying these principles to this matter, it is my view that the declaration is not vague and embarrassing. The excipient will still be entitled to interrogate the correctness of the averments made by the respondent at trial, and will be able to seek further particulars if necessary. For that reason the exception must fail. The suretyships make provision for attorney/client costs, and I shall so order.

[8] I make the following order:

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<sup>2</sup> [2022] ZASCA 70 (20 May 2022)

The exception is dismissed with costs on the attorney/client scale.

  

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SWANEPOEL J  
JUDGE OF THE HIGH COURT  
GAUTENG DIVISION PRETORIA

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|-----------------------------|-------------------|
| Counsel for the excipients: | Adv. N Strydom    |
| Instructed by:              | Wiese & Wiese Inc |
| Counsel for the respondent: | Adv I Kruger      |
| Instructed by:              | Stegmans Inc      |
| Hearing on:                 | 21 October 2025   |
| Judgment on:                | 23 October 2023   |