REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

(1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: NO
(3) NOT REVISED.

[redacted] 27 February 2026
……………………………… ……………………
SIGNATURE **DATE**

CASE NUMBER: 2024-104499

In the matter between:

UNIGRO FINANCIAL SERVICES (PTY) LTD	Excipient
and	
CASPER JAN HENDRIK ERASMUS	First Respondent
CASPER JAN HENDRIK ERASMUS N.O.	Second Respondent
HENRIËTTE JACOMINA ERASMUS N.O.	Third Respondent
THE LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA	Fourth Respondent

In re the matter between:

CASPER JAN HENDRIK ERASMUS	First Plaintiff
CASPER JAN HENDRIK ERASMUS N.O.	Second Plaintiff
HENRIËTTE JACOMINA ERASMUS N.O.	Third Plaintiff
and	
UNIGRO FINANCIAL SERVICES (PTY) LTD	First Defendant
THE LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA	Second Defendant

Heard: 24 November 2025

Delivered: 27 February 2026

J U D G M E N T

<u>**YACOOB, J:**</u>

[1] The plaintiffs (the first to third respondents in the exception, to whom I refer simply as the respondents) instituted action for a declaratory order that their debts in terms of a loan agreement, production agreement and suretyship have prescribed, and for the cancellation of the security they had provided to secure those loans. The agreements were with the first defendant (the excipient), and there is a dispute about whether the debts were ceded to the second defendant/ fourth respondent (the Land Bank). The Land Bank did not participate in the exception proceedings and, in fact, has already filed its plea.

[2] The first respondent is the principal debtor to the excipient. The second and third respondents are the trustees of the Jocah Trust, which bound itself as surety and co-principal debtor for the debt. According to the particulars of claim, the Land Bank claims, in circumstances undisclosed, that it procured all right, title and interest in and to the debts through a suite of agreements with the excipient including a written agreement in which the excipient sold its existing and future book debt to the Land Bank on 27 September 2012. It is not clear in what circumstances this claim was made, but one assumes it is in steps that the Land Bank has taken to recover the debts. The Land Bank's plea refers to an application it launched against the respondents in the Polokwane High Court, although it does not disclose the relief sought in that application. It also confirms that agreements annexed to the Particulars "form part of the suite of agreements" by which the Land Bank obtained its rights in the debts.

[3] The particulars assert further that the Land Bank claims that the security held by the excipient for the respondents' debt was ceded to the Land Bank. They deny that there was a cession because "the suit (sic) of agreements relied upon by the

Defendants do not contain a cession of rights". Again it is not clear where the suite of agreements was relied upon by the Defendants.

[4] It is averred in the Particulars that the debts which are the subject of this action did not exist at the time of the cession and delegation of the debts and security, and therefore that they could not have been ceded. The respondents claim that since the security was ceded, the debts were not secured and therefore have prescribed.

[5] The excipient takes exception on the basis that the contention that the debt could not have been ceded because it did not exist at the time of the cession is bad in law, as our law permits cession of future book debts. It contends therefore that the particulars do not sustain a valid cause of action.

[6] The respondents contend that, since they have denied that there was a cession in the suite of agreements relied on by the defendants in undisclosed circumstances, this means that the future book debts could not have been ceded because there was no cession. However, that is not what is pleaded in the particulars. What is pleaded is that the debts could not have been ceded because they did not exist at the time of the alleged cession.

[7] The question before me is not whether there was actually a cession, but whether the particulars of claim, in their current form, disclose a cause of action. The respondents' whole response to the exception is based on the contention that there was no cession and therefore the debts could not have been ceded. They rely on the Land Bank's heads of argument in a different case, with a different but "similar" agreement, for the contention that there was no cession. Again, that is not the question currently before me, and in any event, there is no evidence that the alleged agreements are identical in the two cases, or even that the pleadings are similar.

[8] The respondents also refer to a judgment in which the Land Bank was found to have no *locus standi*, again, allegedly, on the basis of similar agreements.[1] Again, I have no reason to believe that the agreements were identical, and in any

[1] *Trakman N.O. and Others v The Master of the Gauteng High Court, Johannesburg* [2012] ZAGP JHC 168.

event, that case is distinguishable. In this case, the respondents are *dominus litis*, and as plaintiffs must plead and prove their case. That the Land Bank did not prove its *locus standi* as creditor in another case does not relieve them of this obligation.

[9] The particulars of claim must be read on their own terms, and without reference to extraneous facts and claims. The respondents do not deny that it is possible to cede future book debts, nor can they. They are correct that the particulars must be read as a whole. However, that does not help them. There is, in my view, no interpretation of the particulars as a whole in which they can mean what the respondents contend they mean. On the particulars of claim in their current form, then, the claim is bad in law.

[10] For these reasons, the exception must be upheld.

[11] I make the following order:

(a) The exception is upheld.

(b) The first to third respondents (plaintiffs) are granted leave to amend their particulars of claim, the amendment to be delivered within 15 days of this order.

(c) The first to third respondents are ordered to pay the costs of the exception on scale C, including the costs of two counsel, one of whom is senior counsel.

[redacted]

S. YACOOB

JUDGE OF THE HIGH COURT

GAUTENG DIVISION, JOHANNESBURG

This judgment was handed down electronically by circulation to the parties' representatives by email, and by uploading on the relevant electronic platform. The date of this judgment is 27 February 2026.

APPEARANCES

For the excipients:	J G Cilliers SC and H R Fourie SC
Instructed by:	Strydom & Bredenkamp Attorneys
For the Respondent:	F G Janse van Rensburg
Instructed by:	Eugene Geyser Attorneys, Viljoenskroon