

Guidelines

For completion of claim forms



A. AFFIDAVIT

Please note that the reverse side of the Affidavit need only be completed if the claim is based on a promissory note or other bill of exchange eg. RD cheques

1. Name of Estate – the full and correct name of the Insolvent Estate must be filled in.
2. Name of Creditor – the full name of the actual Creditor must be reflected. Please note that this name must correspond to that reflected on any attached supporting documentation, e.g. invoices, statements etc.
3. Address of Creditor – the actual physical address of Creditor must be filled in.
4. Postal Address – the P.O. Box Number (i.e. postal address) of the Creditor must be filled in.
5. Amount of Claim – the full amount of the Creditor’s claim must be filled in NUMERICALLY.
6. Name of the Deponent – the actual name of the person completing the Affidavit on behalf of the Creditor must be filled in.
7. The relationship between the Deponent and the actual Creditor must be described. Please note that if the Deponent is a person other than the actual Creditor, such person’s knowledge as to the validity of the claim must be stated. Refer also to notes on a RESOLUTION OF THE COMPANY.
8. Amount of Claim – the full amount of the Creditor’s claim must be reflected in WORDS.
9. Nature and Particulars of Claim – a brief description of the nature and particulars of the claim must be filled in e.g. Goods sold and delivered, bank overdraft, monies advanced, etc. Note that the manner in how the debt arose, and the time thereof, MUST be fully set out in the STATEMENT OF ACCOUNT or any other relevant supporting documentation.
10. Security, - the nature and particulars of any security held by the Creditor must be stated. NOTE that failure to disclose the existence of any rights of retention or legal hypothec will preclude the Creditor from any preference in respect thereof. The Creditor is also obliged to place a specific value on any such security.
11. Signature of Deponent – the Deponent must sign the Affidavit in his personal capacity.

B. COMMISSIONER OF OATHS

1. Please note that the Oath cannot be administered by a person having an interest in the claim.
2. The full names and address of Commissioner must be filled in.
3. The Commissioner’s designation must be filled in.
4. The area for which the Commissioner holds appointment must be filled in.

C. STATEMENT OF ACCOUNT

1. A Creditor whose claim is in respect of “goods sold and delivered” on open account must complete and attach the Statement of Account to his claim documents.
2. The STATEMENT OF ACCOUNT must cover either:
 - 2.1 The full period of trading;
 - 2.2 The 12 (twelve) months immediately preceding the liquidation/sequestration;

WHICHEVER IS THE LESSER.

D. POWER OF ATTORNEY

1. If the Creditor, and more specifically the Deponent to the Affidavit, does not wish to attend to the proof of his claim personally, he may authorize an agent to do so on his behalf under a Power of Attorney.
2. The Creditor may NOT appoint the Trustee/Liquidator or any person nominated for election as such, nor any person directly or indirectly connected to either of these.
3. Should the Creditor be desirous of our offices arranging a representative to attend to the proof of their claim under the Power of Attorney, the relevant portion of the Power of Attorney must not be filled in and left blank.

E. RESOLUTION OF THE COMPANY

1. If the Creditor is an individual or a sole trader, the Deponent to the Affidavit may do so in his own name.
2. If the Creditor is a company, then it is necessary to attach a Company Resolution duly authorizing the Deponent to sign the Affidavit.

F. SUPPORTING DOCUMENTATION

It is general rule that most Presiding Officers require sight of original documentation. It is important to note that any original documentation supplied by the Creditor may be returned to him subsequent to the proving of the claim.

1. Goods Sold and Delivered – a STATEMENT OF ACCOUNT (refer above) must be attached to the claim documents. It is not necessary to attach actual invoices and/or debit notes unless same are specifically requested from the Creditor.
2. Mortgage Bonds – the original Mortgage Bond, an acceptable valuation of the property and certificate of balance should be attached.
3. General Notarial Bonds – the original Notarial Bond should be attached.
4. Cessions and Pledges – the original Cession or Pledge documents should be attached.
5. Rent Claims – the original Lease Agreement and a detailed breakdown of the outstanding amount should be attached.
6. Instalment Sale Agreements/Lease Agreements – the original Instalment Sale Agreement/Lease Agreement, a Statement of Account, proof of any realization proceeds and a certificate of valuation should be attached.
7. Overdraft – a certificate of balance and particulars of the time that the debt arose (eg. Bank statements, applications to open bank account etc.) should be attached.
8. Loans – the original Agreement of Loan should be attached.
9. Surety Claims – the original Suretyship Agreement should be attached.
10. Salary Claims – satisfactory proof of employment and earnings should be attached.