IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

Case No: 2025/181301

(1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: YES
(3) REVISED.
DATE 18/2/26
SIGNATURE

In the *ex parte* application of:

CORNELIS ABRAHAM DIEDERICKS

(Identity Number: 9[...]) Applicant

and

Case No: 2025/160660

In the *ex parte* application of:

IZAK JOHANNES MINNAAR Applicant

(Identity Number: 6[...]) (Divorced)

JUDGMENT

DM LEATHERN, AJ:

[1] These matters came before me as applications for the voluntary surrender of each of the applicants' estates in the special Insolvency Court for the week 9 to 13 February 2026.

THE AFFIDAVITS AND COMMISSIONING THEREOF:

[2] Each application was supported by what is entitled a "DECLARATION" by the valuer Mr Koop de Vries Styger purportedly signed by him as an appraiser to the High Court and purportedly also signed by a commissioner of oaths above an endorsement which reads:

> *"signed and sworn in front of me in Pretoria on the ….of September 2025. I certify that the person giving his affidavit is well acquainted with the content of this affidavit and that there was complied with the requirements of the Government Gazette in nr R1258 of 21 July 1972."*

[3] In each of the matters the "DECLARATION" was worded in exactly the same manner, with the necessary changes to reflect the items in fact valued, including the same typographical and grammatical errors.

[4] On examining the various "DECLARATIONS" it became clear that the signatures of both Mr Styger and the commissioner of oaths were exactly the same and in exactly the same position relative to the remainder of the document concerned.

[5] The immediate concern was whether in fact these declarations (sometimes referred to as affidavits) had in fact been properly deposed to and whether they constituted admissible evidence.

[6] These matters were stood down in order to provide affidavits by the valuer and the commissioner dealing with the above aspects. Mr Styger filed an affidavit which was supported by what purports to be a confirmatory affidavit by the commissioner of oaths. From such affidavit *inter alia* the following is clear:-

[6.1] the valuation was a desktop valuation and no physical or visual inspection of the property was conducted by him;

[6.2] certain submissions, legal and otherwise, are made regarding the signature and commissioning as statements of law without Mr Stoop indicating that he relied on advice from legal representatives in making such legal submissions. As will appear hereinlater, such legal submissions are almost without exception, wrong.

[7] The content of paragraph 4 of each of the affidavits is reproduced hereunder:

> *"**SIGNATURE AND COMMISSIONING - VIRTUAL EXECUTION AND ECTA***
>
> *4.1 I confirm that I personally signed the valuation report and this affidavit.*

*4.2 The signature was affixed **electronically**, constituting an electronic signature as contemplated in section 13 of the **Electronic Communications and Transactions Act 25 of 2002 ("ECTA").***

4.3 The electronic signature was applied by me with the intention to authenticate and adopt the contents of the document.

*4.4 Due to practical constraints, the affidavit was **commissioned virtually**, with the Deponent and the Commissioner of Oaths being in **remote locations** at the time of signing.*

4.5 The Commissioner of Oaths:

4.5.1 identified me by way of real-time audio-visual communication;

4.5.2 satisfied himself / herself as to my identity;

4.5.3 confirmed that I understood and acknowledged the contents of the affidavit; and

4.5.4 thereafter affixed his / her signature and official stamp electronically.

4.6 The method of signing and commissioning complies with:

4.6.1 section 13 of ECTA;

4.6.2 the Justices and of the Peace and Commissioners of Oaths Act 16 of 1963; and, *4.6.3 prevailing court practice recognising the validity of electronically signed and virtually commissioned affidavits.*

4.7 The electronic execution does not detract from the authenticity, reliability, or admissibility of the valuation or this affidavit.

[8] In sub-paragraph 4.2, Mr Styger submits that the signature was affixed electronically constituting an electronic signature as contemplated in Section 13 of the Electronic Communications and Transactions Act, 25 of 2002 ("ECTA") and states in paragraph 4.3 that it was "applied" by him. Section 13(1) of ECTA provides:

> *"(1) Where the signature of a person is required by law and such law does not specify the type of signature, that requirement in relation to a data message is met only if an advanced electronic signature is used."*

Sub-section 2 provides:

> *"(2) Subject to sub-section (1), an electronic signature is not without legal force and effect merely on the grounds that it is electronic form."*

[9] It is to be noted that nowhere do either Mr Styger or the Commissioner of Oaths indicate:-

[9.1] how the "electronic signatures" were supposedly applied; or, [9.2] whether the document concerned could at any time have constituted a “data message”.

[10] Section 1 of the Act contains definitions and defines *inter alia*:-

[10.1] “advanced electronic signature” as an electronic signature which results from a process which has been accredited by the Authority as provided for in Section 37; and,

[10.2] a “data message” as data generated, sent, received or stored by electronic means and includes-

(a) voice, where the voice is used in an automated transaction; and,

(b) a stored record.

[11] Clearly no attempt has been made to bring the present document within the definition of a data message, nor the electronic signature within the frame of an “advanced electronic signature”. Even less has there been any attempt to indicate that that electronic signature is approved as provided for in Section 37 of the Act.

[12] Section 1 further provides the definition of “electronic signature” as meaning data attached to, incorporated in, or logically associated with other data and which is intended by the user to serve as a signature. “Data” means electronic representations of information in any form.

[13] Again, the document put forward clearly does not constitute data as defined and the mere fact that the purported signature may have been

intended to have served as a signature, does not do away with the remainder of the requirements in the definition of "electronic signature".

[14] In paragraph 4.4 of the affidavit quoted above, the statement is made that the affidavit was commissioned virtually due to "practical constraints". Mr Styger does not take the Court into his confidence by indicating what such practical constraints may be but it is noted that Mr Styger has provided a number of valuations which came before this Court during this week and no doubt provides many such valuations. Clearly the method followed is not due to "practical constraints" but simply one of his personal convenience. There is not reason why Mr Styger cannot appear before a commissioner of oaths and comply with the regulations in regard to a batch of valuations at one time.

[15] The valuer furthermore makes the surprising submissions that the process purportedly followed by him and the Commissioner of Oaths complies with:-

[15.1] Section 13 of ECTA;

[15.2] the Justices of the Peace and Commissioners of Oaths Act, 16 of 1963; and

[15.3] "prevailing Court practice recognising the validity of electronically signed and virtually commissioned affidavits".

[16] In the matter of Africa's Best Foods (Pty) Ltd v Edie Foods S.R.L (82024/061772) [2025] ZAGPJHC 1008; [2025] 4 All SA 589 GJ) a full bench

on appeal specifically considered the question of virtual commissioning and whether an interpretation of Regulation 3(1) of the Regulations governing the administration of oaths of affirmations requires a deponent to sign the document *in the presence* of the Commissioner of Oaths.

[17] The Court, after having considered the case of *Briedenhann*[1] and various other cases in the Division, while accepting that the Act may be outdated and should probably be amended to embrace the age of digitalisation in which we live, was unable to find that the decision in *Briedenhann* was clearly wrong and that, in the absence of legislative intervention to bring the Act and Regulations in line with modern technological advances, virtual commissioning of affidavits is impermissible and not sanctioned in terms of the existing legislation.[2]

[18] The Court there furthermore dealt with the discretion that a Court may have to condone non-compliance if there is substantial compliance with the Regulations and reiterated that the discretion is not unfettered but must be exercised judicially upon a consideration of each case.[3]

[19] The Court referred to cases in various divisions where the discretion had been exercised to permit affidavits deposed to virtually before a Commissioner of Oaths in South Africa where the deponents were abroad.

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[1] FirstRand Bank Limited v Briedenhann (3690/2021) [2022] ZAECQBHC 6; 2022 (FSA215) (ECGq).

[2] Paragraphs 16 &17.

[3] Paragraph 35.

[20] In the present instance, the Court is obliged to exercise its discretion judicially upon a consideration of all the relevant facts and circumstances and consider whether the interests of justice require the admission of such affidavits. The following facts are relevant as they appear from the papers in this matter:-

[20.1] both the deponent and the Commissioner of Oaths are within the Republic of South Africa and in fact both in Pretoria;

[20.2] there was no explicit urgency to deposing to the affidavits;

[20.3] the deponent being in Pretoria would have had access to numerous attorneys and other Commissioners of Oaths, including officers of the South African Police Service;

[20.4] in each of these matters the original affidavits explicitly stated that the deponent appeared before the Commissioner of Oaths and appended his signature before the Commissioner of Oaths. This appears from the statement that it was “signed and sworn in front of me”.

[21] Under the circumstances, it is not appropriate that the Court’s discretion be exercised in favour of the applicants, the valuer and the Commissioner of Oaths. Where it is truly necessary that the Regulations not be complied with and the failure to do so be condoned, a case therefor must be made out. At the very least one would expect that it be recorded that the affidavit had been deposed to virtually (remotely) and that the signatures which are put forward purportedly as original signatures are in fact electronic

signatures. One is left with the overriding suspicion that the document is simply a document which includes both of the alleged signatures and is generated from a template which is used in the office of Mr Styger, which is supported by the fact that the electronic signatures always appear in exactly the same place relative to the remainder of the document.

[22] If the content of Mr Styger's affidavit quoted in paragraph 14.3 above is intended to indicate that there is a prevailing Court practice recognising the validity of documents deposed to as in the present case, recognising them as electronically signed and virtually commissioned, this cannot be the case. Where a document does not indicate that it has been electronically signed or virtually commissioned, it certainly cannot be accepted that the Court has made a practice of accepting such documents where *inter alia* the document explicitly states that it was "signed and sworn in front of me".

THE DESKTOP VALUATIONS:

[23] In the Diedericks matter, there was only a valuation of movable property. In the Minnaar matter, there was a valuation of immovable property as well as movable property. In each of the valuations of movable assets, Mr Styger made the following declaration:

> *"I, Koop Styger, do hereby declare that on the basis of all the information presented to me and which information is attached hereto, I completed the attached valuation. Based on my experience within the field, I placed a value of R32,000 (Thirty Two*

Thousand Rand) on the items. To my knowledge, the abovementioned information is true and correct."

[24] No information which was supposedly "presented" is attached to either valuation. It also does not appear from either valuation that it is in fact a "desktop" valuation.

[25] On that basis and *prima facie* one would accept that the valuation has been done properly, with at least a physical inspection of the items concerned. After further affidavits were filed, the Court is informed for the first time that such inspection did not take place and that it is a "desktop" valuation.

[26] Mr Styger is no stranger to the requirements for valuations in voluntary surrenders and friendly sequestrations. His valuations were the subject of a decision by Binns-Ward J in the Western Cape Division in the matter of *Ex parte* J.C. Crafford & H. Crafford and *Ex parte* C.E. Napier (reported on Saflii as Crafford v Crafford & another (19421/13, 19422/13) [2014] ZAWCHC 14 (13 February 2014) where two voluntary surrender applications were brought by an attorney (other than the attorney of record in the present instance) each supported by sworn valuations by Mr Styger and the Learned Judge also examined three other files and stated:

> *"Moreover, in each such case the arithmetical calculation of the alleged advantage to creditors resulted in an estimated dividend to concurrent creditors of precisely 21c in the rand. That exactly the same dividend was estimated in each of the five matters identified*

> *reflects, in the context of the circumstances described earlier, a coincidence that raises a strong suspicion that the values used were falsely determined to support a predetermined result."*

[27] The valuations purportedly done by Mr Styger were subject to severe criticism, *inter alia* in paragraph 3 of the judgment it was pointed out that it was inherently improbable that an appraiser would travel twice between Pretoria and Cape Town in the course of a single week to assess the value of estates containing meagre assets and that it would be feasible for the sworn appraiser to carry on business in the manner that the affidavits in both cases considered together would suggest. There it was indicated by Mr Styger in a further affidavit that he failed to notice mistakes regarding the dates in both of the documents, which the Learned Judge found difficult to accept. The attempt to withdraw the applications was refused and the Learned Judge proceeded to conduct an examination in terms of s3(3) of the Insolvency Act. The attorney gave evidence and confessed that Mr Styger had not come to Cape Town to value the applicant's movable assets.

[28] In paragraph 19 of the judgment, Binns-Ward J the affidavits made by Mr Styger were described as being "apparently perjurious" and referred to the appropriate authority. Binns-Ward J stated in this regard:

> *"It is a grievous matter for any witness to perjure him-or-herself, but such conduct is especially egregious when he or she does so in the context of purporting to discharge the functions of an office in which legislation and practice repose particular trust. Sworn*

> *appraisers are ordinarily appointed by the Masters of the High Court in terms of s 6 of the Administration of Estates Act 66 of 1965. They are specially entrusted with functions in terms of a number of statutes, including the Insolvency Act, for example.[4] The proper operation of the statutory provisions concerned is obviously negated if sworn appraisers perjure themselves and produce false valuations."*

[29] In *Ex parte* Bezuidenhout; in re: *Ex parte* Pieterse (1858/2014; 1859/2014) [2014] ZAECPEHC 60 (19 August 2014) again an investigation was done into how Mr Styger and a Pretoria attorney became involved in voluntary surrenders in the Eastern Cape Local Division and an enquiry was held in terms of s3(3) of the Insolvency Act. There it was again found that Mr Styger had not examined the items which he purported to value.

[30] Mr Styger was examined and relied on a mistake by "his lady" for the inclusion of a property in the valuation which was simply not comparable. His statement that he did not even know what the purpose of the valuation was, was stated by the Learned Judge Goosen J (as he then was) to be "entirely unconvincing" where the attorney had already stated that he solely had an insolvency practice involving as it would voluntary surrender applications and that he makes use of the services of Styger in all those applications because Styger was prepared to operate on a contingency fee agreement.

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[4] See ss 4(4) and 69(1) of the Insolvency Act. See also, for example, s 27(2), 38(1) and 43(2) of the Administration of Estates Act and s 118 of the Tax Administration Act 28 of 2011.

[31] If that was not enough, Bertelsmann J in this Division had cause to consider the actions of Mr Styger and the valuations produced by him in the matter of *Ex parte* Q.R.E. and Another (55075/2014) [2014] ZAGPHC 919; 2015 (1) SA 540 (GP) 15 October 2014. Bertelsmann J referred to various authorities and particularly emphasised that where surrender applications are *ex parte* applications, they require a full and frank disclosure. He referred as well to the matter of *ex parte* Cloete[5] where Daffue J emphasised that valuers are obliged to act honestly and conscientiously when furnishing their expert opinion of the value of assets falling into estates. In dealing with the valuation by Mr Styger, Bertelsmann J referred in paragraphs 9 and 10 of his judgment to that valuation wherein Mr Styger confirmed that the valuation was prepared after all the relevant information had been obtained from the applicant for purposes of the valuation and which included a list of assets, condition of the assets, age and photographs thereof while the assets were not inspected physically. Bertelsmann J found that such valuation was completely unacceptable.

[32] The Learned Judge explained in paragraph 11 of his judgment that a valuer's contribution to an application for voluntary surrender depends for its admissibility as opinion evidence upon the indisputable independence of the expert and that whatever information the so-called expert valuer used to perform this function was neither obtained nor assessed nor analysed by the witness. He pointed out that the applicant was not an expert and could not

[5] 1097/2013 [2013] ZAFSHC 45

provide the information required nor could photographs be relied on. The Learned Judge stated in paragraph 13 of his judgment:

> *"(13) This practice is a clear abuse of the process that must immediately be nipped in the bud. It has always been an obvious principle – albeit unwritten - that the valuator must personally inspect assets that must be valued. With the approval of the Hon Deputy Judge President of this Division it is now laid down as a formal rule of practice that a valuator in applications of this nature must confirm under oath that he or she personally inspected the assets that are referred to in the valuation. In such affidavit the date upon which, and the time and locality at which the assets were inspected must be set out and the applicant or his or her proxy must confirm in his or her affidavit that he or she was present when the assets were viewed and that he or she pointed out the assets to the valuator."*

CONCLUSION:

[33] It is quite clear that the same "cottage industry" that has been referred to in the judgments previously and in particular of the judgment of Gorven J (as he then was) in *Ex parte* Arntzen 2013 (1) SA 49 (KZP) continues in this Division. It is past surprising that so many of the applications for voluntary surrender are supported by so-called "desktop" valuations where dividends calculated at the most optimistic managed to achieve 21 cents (as in the case of Minnaar) in the Rand or 21.5 cents in the Rand. This, despite the judgment of Bertelsmann J referred to hereinbefore

and the provisions of the Gauteng: Pretoria Practice Manual which provides in Section 15.14.4.2 that

> *"the valuation must be on oath and the appraiser must be qualified as any other expert witness."*

[34] The "valuations" *in casu* are not acceptable valuations where the movables have not been examined or inspected. They are furthermore not confirmed on oath.

[35] One is left with the overriding impression that the applications are box-ticking exercises that the Court is expected to rubber-stamp.

[36] This judgment is referred to the Chief Master to consider the actions of Mr Styger.

[37] In the light of the aforesaid, the applications have been postponed to the next available date being the 13th of April 2025 in order that the applicants can take the necessary steps to regularise the papers appropriately, if possible.

DM LEATHERN
ACTING JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA

Delivered: This judgment was handed down electronically by circulation to the parties' legal representatives by e-mail and by being uploaded to CaseLines. The date and time for hand-down is deemed to be 14h00 on the 18th of February 2026.

COUNSEL FOR BOTH APPLICANTS:	Adv. B. Lee
ATTORNEYS FOR BOTH APPLICANTS:	Michael Senekal Attorney Tel: 082 873 7917 Email: michael@senekallaw.co.za Ref: MD0261 & MM0381
Date of Hearing:	10 & 12 February 2026
Date of Judgment:	18 February 2026