

## NOTULE VAN VERRIGTINGE • MINUTES OF PROCEEDINGS

IN DIE GEVAL VAN  
IN THE MATTER OF

INSOLVENT ESTATE : JS &amp; L FILANDER

No. C822/2023

\*(onder sekwestrasië/geregtelike bestuur/in likwidasië).

\*(under sequestration/judicial management/in liquidation).

A. Vergadering  
Meeting

Eerste First	Tweede Second X	Algemene General	Spesiale Special
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Ooreenkomstig die bepalings van die Insolvensiewet 1936, Wet 24 van 1936, Maatskappywet 1973, Wet 61 van 1973, Wet op Beslote Korporasies 1984, Wet 69 van 1984

In terms of the Insolvency Act 1936, Act 24 of 1936, Companies Act 1973, Act 61 of 1973, Close Corporations Act 1984, Act 69 of 1984

Voorsittende Beampte

Presiding Officer

Datum

Date ...FRIDAY, 3 MAY 2024

Plek

Place .....MAGISTRATES COURT, BELLVILLE

Kragtens 'n kennisgewing in Staatskoerant Nr

Pursuant to a Notice in Government Gazette No ...50456

Tyd

Time ...11H00

van

of 12 APRIL 2024

B. Doel (Merk)  
Purpose (Mark)

Bewyse van Eise Proof of Claims	Verkieping van Trustee/Likwidateur/Geregtelike Bestuurder Election of Trustee/Liquidator/Judicial Manager
Bespreking van Verslag Discussion of Report X	Opdragte deur Krediteure Directions by Creditors X
Ondervraging van getuies Interrogation of Witnesses	

C. Verskynings/Apearances :

\*Voorlopige kurator/likwidateur/geregtelike bestuurder :

\*Provisional trustee/liquidator/judicial manager :

\*Insolvent/Direkteure/Lede / \*Insolvent/Directors/Members :

Adres/Address

Adres/Address

Adres/Address

Adres/Address

Beamptes/Officers :

Adres/Address

Adres/Address

Adres/Address

Adres/Address

Skuideiseers Persoonlik / Claimants Personally :

Adres/Address

Adres/Address

Adres/Address

Adres/Address

By Volmag / By Proxy :

Adres/Address

Adres/Address

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• Skrap waar nodig / Delete where applicable

D. Verrigtinge/Proceedings:

1. Eise Nommers/Claim Numbers :

volgens aanhangsel bewys  
according to annexure proved

Eise Nommers/Claim Numbers :

volgens aanhangsel afgewys  
according to annexure not allowed

2. "Verkiezing van Kurator/Likwidateur/Geregtelike Bestuurder :  
\*Election of Trustee/Liquidator/Judicial Manager

Genomineerde  
Nominee

Voorgestel deur skuldeisers genommer  
Proposed by creditors numbered

3. "Verslag deur Kurator/Likwidateur/Geregtelike Bestuurder -  
\* Report by Trustee/Liquidator/Judicial Manager -  
Aanhangsel  
Annexure

4. Voorgestelde besluite :  
Proposed Resolutions :  
Aanhangsel  
Annexure

4.1 Stemming ter aanvaarding : Skuldeisers genommer :  
Voting for Acceptance : Creditors numbered :

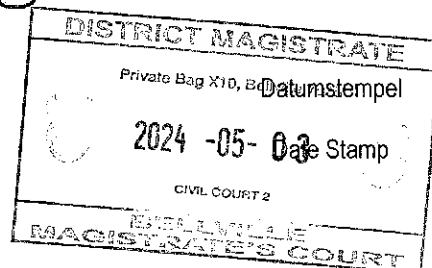
4.2 Voorgestelde Wysigings:  
Proposed Amendments :  
Aanhangsel  
Annexure  
Stemming ter aanvaarding : Skuldeisers genommer :  
Voting for Acceptance : Creditors numbered :

5. Ondervraging/Interrogation :

Vergadering \*gesluit/uitgestel na  
Meeting \*closed/adjourned to  
Gesertifiseer korrek op/Certified correct on

Voorsittende Beampite / Presiding Officer

\*Skrap waar nodig / Delete where applicable



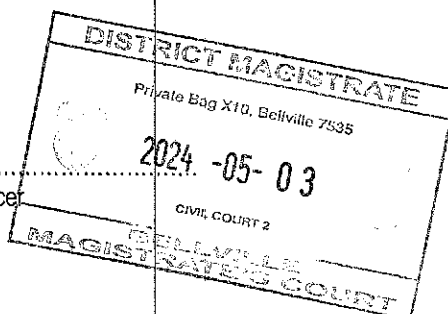
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~~AANHANGSEL / ANNEXURE~~ .....

F. VORDERINGS AFGEWYS/CLAIMS NOT ALLOWED

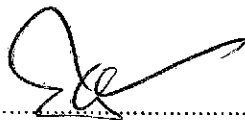
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Voorsittende Beampte / Presiding Officer

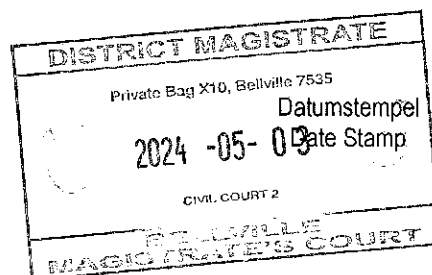


G. Voortsetting van verrigtinge :  
Continuation of Proceedings :

2024-05-03



Voorsittende Beampte / Presiding Officer



Annex A

**INSOLVENT ESTATE: JULIAN SHAUN FILANDER (IDENTITY NUMBER : 861014 5067 08 6) &  
LOLITA FILANDER (IDENTITY NUMBER : 911103 0248 08 8)  
MASTER'S REFERENCE NUMBER: C822/2023**

REPORT of the Trustees, CHAVONNES BADENHORST, ST CLAIR COOPER and RYNETTE PIETERS to be submitted at the Statutory Second Meeting of Creditors, convened to be held before the Presiding Officer, Magistrates Court, Bellville on Friday, 3 May 2024 at 11h00.

The above-mentioned estate was placed in provisional sequestration by an order of the Western Cape High Court, Cape Town on 6 September 2023. The final Sequestration Order was granted on 30 November 2023. We were appointed Provisional Trustees by the Master of the High Court, Cape Town, on 19 December 2023 and Trustees on 13 March 2024, the relevant Certificates of Appointment are dated accordingly.

The First Meeting of Creditors was held before the Presiding Officer, Magistrates Court, Bellville on Friday, 8 March 2024. Three claims were proved at the said meeting.

The Insolvent/s did not furnish the Trustees with the completed STATEMENT OF DEBTORS AFFAIRS only parts of the document.

**REPORT**

We are now to report more fully in terms of Section 81 of the Insolvency Act No. 24, of 1936, as amended, as follows:

**SECTION 81(a) – ASSETS AND LIABILITIES**

**ASSETS:**

**IMMOVABLE ASSETS:**

**ERF 16764 BELLVILLE  
HELD BY TITLE DEED T35704/2020  
KNOWN AS 25 AARON FIGAGI STREET, BELLVILLE**  
(subject to Mortgage Bond with Absa Bank) as per valuation

R 1 160 000.00

**MOVABLE ASSETS:**

**TOYOTA HILUX 2.4 GD-6 RB RAID A/T P/A D/C**  
(subject to Instalment Sale Agreement with MFC)  
As per Valuation

R 250 000.00

Shortfall  
**TOTAL**

R 1 095 490.74  
**R 1 410 000.00**

**LIABILITIES**

Secured Creditors  
**ABSA BANK LTD**  
(Mortgage Bond)

R 1 560 981.48 ✓

**MFC, A DIVISION OF NEDBANK LTD**

R 511 165.66 ✓

Preferent Creditors  
**SARS**

unknown

Concurrent Creditors  
Kyle Brent Williamson (Applicant Creditor)

R 1 000 000.00 ✓

**Various Creditors known to the Trustees (see notes)**  
**TOTAL**

R 433 343.60 ✓  
**R 3 505 490.74** ✓

**NOTES:**

To date the Insolvents have not furnish the Trustees with a completed STATEMENT OF DEBTORS so the information surrounding other assets cannot be confirmed and also the detailed list of Creditors.

### **COMMENTS ON ASSETS**

The only assets vesting in the Insolvent Estate is a Vehicle subject to an Instalment Sale Agreement with MFC and a immovable property subject to a Mortgage Bond with Absa Bank.

### **SECTION 81(b) : CAUSES OF INSOLVENCY**

The application for Sequestration was lodged by a Creditor and Former Business Partner to Mr Filander, the Insolvent denies owing the money and if a claim were to be lodged by the Applicant Creditor same will need to be investigated in terms of Section 45(3) of the Insolvency Act, the Insolvent also incurred major debt with other Creditors who could not meet the monthly obligation for regular payments.

### **SECTION 81(c) : BOOKS AND RECORDS**

The insolvent did not personally trade and was therefore not required to keep books and records as contemplated by Section 134 of the Insolvency Act.

### **SECTION 81(d) : CONTRAVENTIONS AND OFFENCES**

We are not aware of any contraventions of the Insolvency Act, or any other offences that the insolvent may have committed except for providing the Trustee with the completed STATEMENT OF DEBTORS AFFAIRS from both Insolvents who were married in community of property.

### **SECTION 81(e) : SUBSISTENCE ALLOWANCE**

No allowance has been made to the insolvent in terms of Section 79 of the Insolvency Act, nor has he requested any such allowance.

### **SECTION 81(f) : BUSINESS CARRIED ON BEHALF OF THE ESTATE**

No business was carried on, on behalf of the estate.

### **SECTION 81(g) : LEGAL PROCEEDINGS**

We have no knowledge of any legal proceedings pending by or threatened against the estate as at date of sequestration other than for the normal recovery of debt.

### **SECTION 81(h) : CONTRACT FOR THE ACQUISITION OF IMMOVABLE PROPERTY AND LEASES**

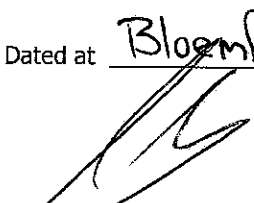
No notice has been served on me in terms of Section 35 of the Insolvency Act and the insolvent was not as far as we are aware, a party to any contract for the purchase of immovable property interrupted by insolvency, nor was he a party to any lease that we aware of.

### **SECTION 81(i) : DIRECTIONS TO CREDITORS**

Draft resolutions are submitted with this report and creditors are requested to adopt these resolutions to enable me to bring the winding up of the estate to a conclusion.

We confirm that at this stage it is unclear if a danger of contribution may exist

Dated at Bloemfontein this 17 day of April 2024

  
C.B. ST-CLAIR COOPER  
(Trustee)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2024

.....  
R PIETERS  
(Trustee)

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We confirm that at this stage it is unclear if a danger of contribution may exist

Dated at Bloemfontein this 17 day of April 2024

.....  
**CB ST CLAIR COOPER**  
(Trustee)

Dated at Stellenbosch this 30th day of April 2024

R Pieters  
.....  
**R PIETERS**  
(Trustee)

2024 -05- 03

INSOLVENT ESTATE: JULIAN SHAUN FILANDER (IDENTITY NUMBER: 861014 5067 08 6)  
 & LOLITA FILANDER (IDENTITY NUMBER: 911103 0248 08 8)  
 MASTER'S REFERENCE NUMBER: C822/2023

RESOLUTIONS SUBMITTED AT THE SECOND MEETING OF CREDITORS HELD BEFORE  
 THE PRESIDING OFFICER, MAGISTRATES COURT, BELLVILLE ON FRIDAY, 3 MAY 2024  
 AT 11H00.

### RESOLVED

1. **THAT** the actions of the Provisional Liquidator / Joint Provisional Liquidators / Joint Liquidators and/or Provisional Trustee / Joint Provisional Trustees / Trustee / Joint Trustees in employing night watchmen to protect the premises and assets of the Company be and are hereby approved and ratified, all costs relating thereto to be costs in the liquidation.
2. **THAT** the actions of the Liquidator / Provisional Liquidator / Joint Provisional Liquidators / Joint Liquidators and/or Trustee / Provisional Trustee / Joint Trustees and/or Joint Provisional Trustees in having disposed of assets, shares and loan accounts, prior to the date of this meeting, be and are hereby approved and ratified, all costs incurred in relation thereto to be costs in the liquidation.
3. **THAT** the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees be and are hereby authorised to collect any outstanding debts due to the Company / Close Corporation in liquidation or Insolvent Estate and for the purpose thereof either to sell or compound any of these debts for such sum and on such terms and conditions as they in their sole discretion may deem fit, or to abandon any claims which they, in their sole discretion, may deem to be irrecoverable, or to institute legal action and/or employ Attorneys and/or Counsel in connection with the recovery of the debts, and to proceed to the final end or determination of any such legal actions instituted or to abandon same at any time as they in their sole discretion may deem fit, all legal costs so incurred to be costs in the liquidation.
4. **THAT** the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees be and are hereby authorised by the creditors in terms of Section 73 of the Judicial Matters Amendment Act 1998, to waive the taxation by the Taxing Master of the High Court of the fees and disbursements of attorneys. The prior written authorisation by creditors is hereby waived and the actions taken by the Liquidator / Joint Liquidators and/or Trustee / Joint Trustee are hereby ratified.
5. **THAT** the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees be and are hereby authorised to employ a Forensic Auditor being a Chartered Accountant, to investigate and write up the books of the Company / Close Corporation or Insolvent Estate to the date of liquidation or sequestration, and to produce an audited Balance Sheet as at that date, all costs, to be charged at Auditor General Rates incurred in relation thereto to be costs in the liquidation.
6. **THAT** the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees are hereby authorised and empowered to –
  - 6.1 engage the services of Attorneys and Counsel in connection with any matter arising out of or related to the affairs of the Company / Close Corporation / Insolvent Estate;
  - 6.2 agree with such Attorney on the tariff and/or scale of fees to be charged by and paid to the Attorney for the rendering of the services to the Company / Close Corporation / Insolvent Estate;



- 6.3 pay to the Attorney; provided that there is at all times a sufficiency of funds in the Free Residue, the agreed costs and the disbursements made by the Attorney as and when the services are rendered and the disbursements are made subject to -
- 6.3.1 the taxation of such costs and disbursements by the Master of the High Court when the Attorney has performed his Mandate;
  - 6.3.2 the repayment by the Attorney to the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees of any payment made by the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees to the Attorney in respect of the latter's costs and disbursements which exceeded the amount determined by the taxation, or in the event of the Attorney becoming disentitled to such payment, or any portion thereof, if it should be excluded from the confirmed Liquidators' / Trustees' Account pursuant to any objection under Section 111 of the Insolvency Act, 1936; and
  - 6.3.3 that the Liquidator / Joint Liquidator and/or Trustee / Joint Trustees are/is hereby authorised to engage whatever further legal assistance the former may require in the interests of the estate and that the costs thereof are paid out of the funds of the estate as part of the costs of administration.
7. **THAT** the Liquidator / Provisional Liquidator / Joint Provisional Liquidators and/or Joint Liquidators and/or Trustee / Provisional Trustee / Joint Trustee and/or Joint Provisional Trustee be and are hereby authorised and empowered in their discretion to contest or defend any legal proceedings by or against the Company / Close Corporation and/or Insolvent Estate and, should they deem it necessary, to employ Attorneys and/or Counsel to assist and all costs incurred in terms thereof to be costs in the liquidation.
8. **THAT** the Liquidator / Joint Liquidator be and is/are hereby authorised to institute or defend legal action and/or employ the services of a tracing agent or debtor collector in order to collect debts owing to the estate or in respect of any other matter affecting the estate including the holding of Enquiries or examinations in terms of the Insolvency Act, 1973, as amended, as he/ they may deem fit, and for such purposes to employ the services of attorneys and/or counsel of his / their choice and to pay the cost out of the funds of the estate as part of the costs of administration which accounts do not have to be taxed but a fee approved by the Liquidator / Joint Liquidators will be payable.
9. **THAT** the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees be and are hereby authorised to dispose of the immovable and movable assets of the Company / Close Corporation and/or Insolvent Estate by either Public Auction or Public Tender or Private Treaty. The mode of sale for any one or more of the assets to be at the discretion of the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees, and all costs incurred in relation thereto to be costs in the liquidation.
10. **THAT** the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees be and are hereby authorised and empowered in their discretion to hold an Enquiry into the formation and affairs of the Company / Close Corporation and/or Insolvent Estate, and/or any matters relating thereto, should they deem it to be in the best interests of Creditors, and to employ Attorneys and/or Counsel and/or Recording Agents to assist in the said Enquiry, and to summons any persons who they should deem necessary, to be present at the Enquiry, all costs so incurred to be costs in the liquidation, and that should costs be incurred for the use of a tape recorder where the State does not supply the service free of charge, the costs thereof and the cost for obtaining copies of the Court Records will be deemed part of the administration costs of the estate.
11. **THAT** the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees be and are hereby authorised and empowered to investigate any apparent voidable and/or undue preference and/or any dispositions of property, and to take any steps which they in

their discretion may deem necessary, including the instituting of legal action and the employment of Attorneys and/or Counsel, to have these set aside, and to proceed to the final end or determination of any such legal actions or to abandon same at any time as they in their sole discretion may deem fit, all costs incurred in terms thereof to be costs in the liquidation.

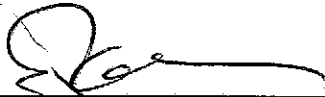
12. **THAT** in the event of any asset which is subject to a Mortgage Bond, Pledge or other form of security not realising sufficient to pay the claim of the secured creditor plus the pro-rata share of the costs of administration in full, then the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees be and are hereby authorised, in their discretion, to abandon such asset to the creditor concerned at an agreed valuation, subject to the payment by such creditor of a pro-rata share of the costs of administration in terms of Section 89 of the Insolvency Act, as amended.
13. **THAT** the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees be and are hereby authorised and empowered in their discretion, to compromise or admit any claim against the Company / Close Corporation and/or Insolvent Estate, whether liquidated or un-liquidated, as a liquidated claim in terms of Section 78(3) of the Insolvency Act, as amended, provided that proof thereof has been tendered at a meeting of creditors.
14. **THAT** the actions of the Provisional Liquidator / Liquidator / Joint Provisional Liquidators / Joint Liquidators and or Provisional Trustee / Joint Provisional Trustee / Trustee in advertising, calling for tenders for the purchase of the business and/or assets of the Company / Close Corporation or Insolvent Estate be and are hereby approved and ratified, all costs so incurred to be costs in the liquidation.
15. **THAT** the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees be and are hereby authorised and empowered to sign all the necessary documents as may be required to effect transfer of the ownership of the assets, including immovable property, to the purchasers thereof.
16. **THAT** the actions of the Liquidator / Joint Provisional Liquidators and/or Joint Liquidators and/or Trustee / Joint Provisional Trustees and/or Joint Trustees in continuing the business of the Company / Close Corporation and retaining staff be and are hereby approved and ratified, all costs so incurred to be costs in the liquidation.
17. **THAT** the actions of the Liquidator / Provisional Liquidator / Joint Provisional Liquidators and/or Joint Liquidators in employing salesmen and administrative personnel and generally to protect the interests of creditors be and are hereby approved and ratified and the fees of such personnel to be costs in the liquidation.
18. **THAT** the Liquidators / Joint Liquidators be and are hereby authorised and empowered to continue the business of the Company / Close Corporation from the date of liquidation until such time as creditors instruct them to the contrary or until such time as the assets are realised and to do all things which they in their sole discretion may deem necessary for the successful continuation of the business (all costs so incurred to be costs in the liquidation) and without restricting the generalities of their powers they are hereby specifically authorised:
  - (i) To discharge and engage employees and to fix their remuneration.
  - (ii) To continue the lease of the Company's premises until such time as it is decided to determine the lease.
  - (iii) To employ persons to undertake the physical count and valuation of stock in trade at the beginning and end of any trading period subsequent to the date of liquidation of the Company.
  - (iv) To employ persons to prepare an inventory or inventories of all movable assets of the Company.
  - (v) Generally to do all things which they in their discretion may deem to be necessary to determine the lease.

19. **THAT** the action of the Liquidator / Provisional Liquidator / Joint Provisional Liquidators and/or Joint Liquidators in terminating any of the leases of the Company's / Close Corporation's offices, be and are hereby ratified, all costs so incurred to be costs in the liquidation.
20. **THAT** the Liquidator / Provisional Liquidator / Joint Provisional Liquidators and/or Joint Liquidators be and are hereby indemnified against any losses and/or claims for damages resulting from the continuation of the Company's / Close Corporation's business, all such losses and damages to be costs in the liquidation.
21. **THAT** the Liquidator / Provisional Liquidator / Joint Provisional Liquidators and/or Joint Liquidators / Trustee / Provisional Trustee / Joint Trustee / Joint Provisional Trustee be and are hereby authorised to abandon any asset if it is, in their opinion, of no value to the estate or if the realisation thereof would not, in their opinion, result in any benefit to the estate.
22. **THAT** the payment of reasonable expenses incurred by the Liquidator / Joint Liquidator and/or Trustee / Joint Trustee for his / their personal or his / their employee's transportation and accommodation in carrying out any statutory duty or in the performance of his / their duty as Liquidator / Joint Liquidator and/or Trustee / Joint Trustee be paid as administration costs additional to the Liquidator / Joint Liquidator and/or Trustee / Joint Trustees remuneration, immediately or as soon as the estate receives sufficient funds to meet such expenses. Such expenses include all reasonable hotel accommodation, necessary air travel, car rental and fuel calculated in accordance with AA-Tariffs.
23. That the payment of reasonable expenses incurred by the Liquidator / Joint Liquidator and/or Trustee / Joint Trustee in carrying out any statutory duty or in the performance of his / their duty as Liquidator / Joint Liquidator and/or Trustee / Joint Trustee, be paid as administration costs additional to the Liquidator / Joint Liquidators and / or Trustee / Joint Trustees' remuneration immediately or as soon as the estate receives sufficient funds to meet such expenses. Such expenses include, but are not limited to, the expenses incurred for countrywide deeds office searches, credit inform enquiries, ITC Enquiries, Deed Search Enquiries, obtaining copies of Title Deeds, Bond documents, Court Orders and any other documents required, postages, including courier costs, and petties and attendance at the Registrar of Deeds for the noting of Court Orders.
24. **THAT** the Liquidator / Joint Liquidator and/or Trustee / Joint Trustees are / is hereby authorised to charge as an administration expense against the estate, the costs of circularizing creditors, which circulars shall include but not necessarily be limited to:
- The provisional and interim circular to creditors;
  - Applications for extensions; and
  - Progress reports.
- In each case the actual expenditure relating to the postage and photocopying of documentation for the circular. Such expenses of obtaining photocopies, shall include the costs of photocopying bundles for the purposes of creditors' reports, circulars and in particular interrogations, which costs shall also include the costs of plastic binding covers and metal binders. The production of a certificate of the Provisional Liquidator / Liquidator / Trustee of such expenditure will be accepted by the creditors and will be sufficient proof of the disbursements.
25. **THAT** the Liquidator / Provisional Liquidator / Joint Liquidator / Joint Provisional Liquidator and/or Trustee / Provisional Trustee / Joint Trustee and/or Joint Provisional Trustee in his / their sole discretion be authorised to make advance awards to creditors. He / they are furthermore entitled in cases where he / they have made advance awards, to

take his / their fee on the assets, where an award has been made in his / their sole discretion.

26. **THAT** the advances to the Company / Close Corporation / Insolvent Estate must be reimbursed to either the Financial Institution or CK Insolvency, Restructuring and Recovery Practitioners at a rate of prime plus 2% for the period of such advance, and that this is regarded as a cost of administration.
27. **THAT** the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees be and are hereby authorised to make application for the destruction of the books and records of the Company / Close Corporation six months after the confirmation of the final account.
28. **THAT** the Report submitted by the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees, be and is hereby approved and adopted.
29. **THAT** the further administration of the affairs of the Company / Close Corporation / Insolvent Estate be left in the hands of the Liquidator / Joint Liquidators and or Trustee / Joint Trustees at his/their sole discretion.
30. **THAT** all actions of the Liquidator / Joint Liquidators and/or Trustee / Joint Trustees to date be and are hereby approved and ratified.

q.q. CREDITORS 1.

PRESIDING OFFICER

DATE

