# INSOLVENT ESTATE JAMES JOHN MEECHAM Identity Number 920411 5040 08 0 UNMARRIED

**ESTATE NUMBER: C000518/2024** 

## FIRST LIQUIDATION & DISTRIBUTION ACCOUNT

## CO-TRUSTEES:

CBStC COOPER & MV MAGAGANE
C/o CK INSOLVENCY, RESTRUCTURING AND
RECOVERY PRACTITIONERS
PO BOX 3065, TYGER VALLEY, 7536
TEL no 021 9102902

#### FIRST LIQUIDATION & DISTRIBUTION ACCOUNT

## IN THE INSOLVENT ESTATE OF JAMES JOHN MEECHAM

Identity Number: 920411 5040 08 0 UNMARRIED

WHO RESIDED at 15 CHURCH STREET, DURBANVILLE WESTERN CAPE PROVINCE AT THE TIME OF HIS SEQUESTRATION

DATE OF SEQUESTRATION:

MASTER'S REF: CO-TRUSTEES: 22 AUGUST 2024 C000518/2024

**CBStC COOPER & MV MAGAGANE** 

DATE	PARTICULARS	VOUCHER	LIABILITIES	ASSET				
RECO	RECONCILIATION STATEMENT							
	BALANCE - FIRST NATIONAL BANK - 30 APRIL 2025			234 515,43				
	TO COLLECT							
	PROCEEDS MOVEABLE ASSETS			201 900,00				
	TO PAY							
	TRUSTEES' FEES - ENCUMBERED ASSET ACCOUNT 1 - FREE RESIDUE ACCOUNT	61 507,68 23 218,50	84 726,18					
	MASTER'S FEES		33 175,00					
	BOND OF SECURITY PREMIUM - 11/2024 - 11/2025		862,50					
	ADVERTISEMENT COSTS PETTY CASH & POSTAGES STORAGE FEES REFUND OPENING BANK ACCOUNT	5 062,91 775,00 1 030,00 <u>1,00</u>	6 868,91					
	VAN'S AUCTIONEERS - REFUND OF VAT PAID TO THE ESTATE		8 010,00					
	AMOUNT CARRIED FORWARD TO SECOND & FINAL ACCOUNT - FREE RESIDUE ACCOUNT		162 485,90					
	AWARDED							
	Claim 1 – ABSA BANK LIMITED LESS PROVISIONAL DIVIDEND	390 286,94 250 000,00	140 286,94					
			436 415,43	436 415,43				

#### **FIRST LIQUIDATION & DISTRIBUTION ACCOUNT**

## IN THE INSOLVENT ESTATE OF **JAMES JOHN MEECHAM**

Identity Number: 920411 5040 08 0

UNMARRIED

WHO RESIDED at 15 CHURCH STREET, DURBANVILLE WESTERN CAPE PROVINCE AT THE TIME OF HIS SEQUESTRATION

DATE OF SEQUESTRATION:

**MASTER'S REF:** 

**CO-TRUSTEES:** 

**22 AUGUST 2024** C000518/2024

**CBStC COOPER & MV MAGAGANE** 

1

DATE	PARTICULARS	VOUCHER	LIABILITIES	ASSET

#### **ENCUMBERED ASSET ACCOUNT 1**

#### **ASSETS**

PROCEEDS SALE of 2021 FORD TOURNEO CUSTOM 2.0.6.2 V362

TOUR BUS, which VEHICLE was subject to an INSTALMENT SALE

AGREEMENT in favour of ABSA BANK LIMITED

WF03XXTTG3LR18739

Engine no

LR18739

Licence plate JX32JDGP 534 000,00

INTEREST RECEIVED - ESTATE BANK ACCOUNT

849,43

#### LIABILITIES

#### **TRUSTEES' FEES**

2021 FORD TOURNEO

10 % of R534 000,00

53 400,000 PLUS 15 % VAT thereon 8 010,00

INTEREST

10 % of R849.43

PLUS 15 % VAT thereon

84,94

12,74

97,68

61 410,00

61 507,68

PRO RATA MASTER'S FEES as per ANNEXURE "A"

2

3

PRO RATA BOND OF SECURITY as per ANNEXURE "A"

24 083.67

626,14

**VAN'S AUCTIONEERS** – EXPENSES

AUCTIONEERS COMMISSION

53 400.00

8 010,00

LESS AMOUNT RECEIVED VALUATION FEES

PLUS 15 % VAT thereon

PLUS 15 % VAT thereon

61 410,00 8 010,00

4 300,00 <u>645,00</u> 53 400,00 4 945,00

58 345,00

#### **AWARDED**

Claim 1 - ABSA BANK LIMITED

390 286,94

534 849,43

534 849,43

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## FIRST LIQUIDATION & DISTRIBUTION ACCOUNT

## IN THE INSOLVENT ESTATE OF JAMES JOHN MEECHAM

Identity Number: 920411 5040 08 0

UNMARRIED

WHO RESIDED at 15 CHURCH STREET, DURBANVILLE WESTERN CAPE PROVINCE AT THE TIME OF HIS SEQUESTRATION

DATE OF SEQUESTRATION:

MASTER'S REF:

CO-TRUSTEES:

22 AUGUST 2024 C000518/2024

**CBStC COOPER & MV MAGAGANE** 

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DATE	PARTICULARS	VOUCHER		LIABILITIES	ASSET
FREE	RESIDUE ACCOUNT				
	ASSETS				
	PROCEEDS SALE OF MOVEABLE ASSETS, SOLD BEFORE DATE OF SEQUESTRATION		5		201 900,00
	LIABILITIES				
	TRUSTEES' FEES  MOVABLE ASSETS  10 % of R201 900,00  PLUS 15 % VAT thereon	20 190,00 <u>3 028,50</u>		23 218,50	
	PRO RATA MASTER'S FEES as per ANNEXURE "A"			9 091,33	
	PRO RATA BOND OF SECURITY as per ANNEXURE "A"		2	236,36	
20/03/2025 20/03/2025 20/03/2025	ADVERTISEMENT COSTS  - SECOND MEETING OF CREDITORS GOVERNMENT GAZETTE DIE BURGER (Afr) THE CAPE TIMES (Eng) - ACCOUNT FOR INSPECTION GOVERNMENT GAZETTE DIE BURGER (Afr) THE CAPE TIMES (Eng) - CONFIRMATION GOVERNMENT GAZETTE	37,82 1 376,86 972,59 37,82 1 500,00 1 100,00	6 7	5 062,91	
	PETTY CASH & POSTAGES – NOMINAAL PLUS 7 CIRCULARS @ R25,00 each (Report)	600,00 <u>175,00</u>	8	75,00	
	STORAGE FEES			1 030,00	
	AMOUNT CARRIED FORWARD TO SECOND & FINAL ACCOUNT			162 485,90	
				201 900,00	201 900,00

### **ANNEXURE "A"**

## CALCULATION OF PRO RATA MASTER'S FEES & BOND OF SECURITY PREMIUM

	TOTAL ASSETS	MASTER'S FEES	BOND OF SECURITY PREMIUM
ENCUMBERED ASSET ACCOUNT 1 FREE RESIDUE ACCOUNT	534 849,43 201 900,00	24 083,67 9 091,33	626,14 236,36
TOTALS	736 749,43	33 175,00	862,50
MASTER'S FEES  TOTAL ASSETS LESS	736 749,43 150 000,00	1 000,00	
DIVIDE BY R5 000,00 117 X R275,00	586 749,43 117	32 175,00	
TOTAL MASTER'S FEES PAYABLE		33 175,00	
FACTOR 33 175,00 736 749,43 = 0,04502887772		=======================================	
BOND OF SECURITY PREMIUM - SAFIF	RE - SAFCB202411-0	<u>1373</u>	
11/2024 – 11/2025	2	150 000,00	862,50
TOTAL BOND PREMIUM PAYABLE			862,50
862,50 FACTOR 736 749,43 = 0,00117068295			======

		CONCURRENT SHORTFALL DIVIDEND	382 174,88	282 474 88
		ENT PREF/SEC DIVIDEND	- 390 286,94	390 286 94
	CHAM	CONCURRENT CLAIM	390 286,94	390 286.94
FIRST DISTRIBUTION ACCOUNT	Estate Number: C000518/2024	OF PREF/SEC	772 461,82 390 2	772 461.82 390 2
FIRST DISTINSOIVENT Estate: Estate Nur	insolvent Estate: JAMES JOHN MEECHAM Estate Number: C000518/2024	CLAIM CLAIM CLAIM	INSTALMENT SALE AGREEMENT - 2021 FORD TOURNEO	
			NNK LIMITED URY ROAD ND PARK ESBURG	TOTALS

## <u>AFFIDAVIT</u>

I, the undersigned,

#### **CHAVONNES BADENHORST St CLAIR COOPER**

in my capacity as CO-TRUSEE in the INSOLVENT ESTATE of

#### **JAMES JOHN MEECHAM**

Master's reference: C000518/2024

declare that the above is a true and complete FIRST LIQUIDATION & DISTRIBUTION ACCOUNT of the administration of the above Estate to date and that all known assets have been reflected to my best belief and knowledge, except:

- further INTEREST to be earned; and
- further CLAIMS to be proven.

CBSTC COOPER CO-TRUSTEE

recrtify that the abovenamed deponent on being asked by me declared that he knows and understands the contents of this Affidavit, that he has no objection against the taking of the prescribed oath whereafter he uttered the following words "I swear that the contents of this affidavit are true so help me God", whereafter he signed the sworn Affidavit in my presence at BLOEMFONTEIN on this the of the day of MAY 2025

STACY SAFFY

HONEY CHAMBERS BLOEMFONTEIN
KENNETH KAUNDA DRIVE
COMMISSIONER OF OATHS
KOMMISSARIS VAN EDE
PRACTISING ATTORNEY R.S.A.
PRAKTISERENDE PROKUREUR R.S.A.

COMMISSIONER OF OATHS FULL NAMES:

ADDRESS: OFFICE:

AREA OF APPOINTMENT:

## <u>A F F I D A V I T</u>

I, the undersigned,

#### MANKAKANE VIOLET MAGAGANE

in my capacity as CO-TRUSEE in the INSOLVENT ESTATE of

#### **JAMES JOHN MEECHAM**

Master's reference: C000518/2024

declare that the above is a true and complete FIRST LIQUIDATION & DISTRIBUTION ACCOUNT of the administration of the above Estate to date and that all known assets have been reflected to my best belief and knowledge, except:

- further INTEREST to be earned; and
- further CLAIMS to be proven.

MV MAGAGANE CO-TRUSTEE

I certify that the abovenamed deponent on being asked by me declared that she knows and understands the contents of this Affidavit, that she has no objection against the taking of the prescribed oath whereafter she uttered the following words "I swear that the contents of this affidavit are true so help me God", whereafter she signed the sworn Affidavit in my presence at on this the day of MAY 2025

COMMISSIONER OF OATHS FULL NAMES: ADDRESS: OFFICE: AREA OF APPOINTMENT:

# INSOLVENT ESTATE JAMES JOHN MEECHAM Identity Number 920411 5040 08 0 UNMARRIED

**ESTATE NUMBER: C000518/2024** 

**BANKSTATEMENT 1** 



BBST1

342348

MR JAMES J MEECHAM C/O \*CK INSOLVENCY RESTRUCTURING AND REC

PO BOX 3065 TYGER VALLEY

ZΑ

⊠ P O Box 1153

Johannesburg 2000

Street Address Commercial Account Services Customers

4 First Place, 6th Floor, Bankcity

Universal Branch Code 250655

fnb.co.za

Lost Cards 087-575-9444

Account Enquiries 087-320-4321

Relationship Manager Victor Garrancho

\*\*O vgarrancho@fnb.co.za

® (087) 335-2082

Customer VAT Registration Number Not Provided Bank VAT Registration Number 4210102051

Statutory Reference 'INSOLVENT ESTATE Your Reference MEECHAM JAMES JOHN

Call Account: 63149015306

Tax Invoice/Statement Number: 1

Statement Period: 31 March 2025 to 30 April 2025

Statement Date: 30 April 2025

Statement Balances

Opening Balance	0.00
Closing Balance	234,515.43 Cr
# Inclusive of VAT @ 15.00%	0.00
Total VAT (ZAR)	0.00

Transactions in RAND (ZAR)

Date	Description		Amount	Balance	Accrued Bank Charges
02 Apr	FNB OB Trf FNB OB Trf Open Meecham		1,00Cr	1.00Cr	
02 Apr	Cr.int.rate 5,90000		0.00	1.00Cr	
	Magtape Credit ABSA Bank Vans Auctioneers		483,665.00Cr	483,666.00Cr	
23 Арг	FNB OB Pmt FNB OB 000000000 Abs	ABSA Bank 95490676 M	250,000,00	233,666.00Cr	
30 Apr	Int On Credit Balance		849.43Cr	234,515.43Cr	

#### **Closing Balance**

234,515.43Сг

TUTIOVE IOI Statement Period		
No. Credit Transactions 3	484.515.43 Cr	
No. Debit Transactions 1	250.000.00 Dr	

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

For more information on your Pricing Option, please contact us or visit our website.

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First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06, An Authorised Financial Services and Credit Provider (NCRCP20). On 31 January 2025, the Prime Lending Rate changed to 11.00%. This may impact the rate on any of your credit facilities.

Page 1 of 1 Delivery Method F1 R07 NS/EM/WV/DDA PH

Branch Number	Account Number	Date	DDA PH/00/CA/KY/KY/MM/B9/G8/DM/N	FN
8208	63149015306	2025/04/30	CALL ACCOUNT	

# INSOLVENT ESTATE JAMES JOHN MEECHAM Identity Number 920411 5040 08 0 UNMARRIED

**ESTATE NUMBER: C000518/2024** 

**VOUCHERS 1 - 8** 

Van's Afslaers Gauteng (Pty) Ltd

Reg no: 2019/239475/07 Vat no: 4690 285 541

36 Gemsbok Street, Koedoespoort

Industrial, Pretoria T: 086 111 8267 F: 086 112 8267



## Optimizing your assets

YOUR REF: G Hartman

MEECHAMJJ

c/o CK Insolvency

PO Box 3065 TYGERVALLEY

7536

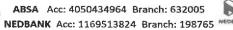
Date: 15/04/2025

Our Contact:

**OUR REF:** 

K Albertyn

I/E: MEECHAM JJ			(
TAX INVOICE / ACCOUNT STATEM	MENT		
	VAT	DT	R
2021 FORD TOURNEO CUSTOM 2.0 6.2 V362 TOUR BUS DSI 320L TREND			
JX32JDGP			
VIN: WF03XXTTG3LR18739			
Full Purchase Price received Including Vat			534 000.00
Additional Amount Received			8 010.00
10% Auctioneers Commission	6 965.22	46 434.78	
OTHER EXPENSES			
14/02/2025 Vehicle Valuation	645.00	4 300.00	- 6
1	7 610.22	50 734.78	542 010.00
VAT		7 610.22	
DUE TO ESTATE		483 665.00	
		542 010.00	542 010.00







### Absa Aanlyn: Kennisgewing van betaling

16 April 2025

Geagte MEECHAM JJ

Onderwerp: Kennisgewing van betaling: MEECHAM JJ

Neem asseblief kennis dat VANS AFSLAERS GAUTENG (PTY) LTD 'n betaling in jou rekening gemaak het, soos hieronder uiteengesit.

Transaksienommer:

80A528F7A9-1

Betaaldatum:

20250416

Betaling gemaak deur:

VANS AFSLAERS GAUTENG (PTY) LTD

Betaling gemaak aan:

**MEECHAM JJ** 

Begunstigde se banknaam:

FIRSTRAND

Begunstigde se rekeningnommer :

63149015306

Banktakkode:

250655

Vir die bedrag van:

483,665.00

Onmiddellike tussenbankbetaling

N

Verwysing op begunstigde se bankstaat :

**Vans Auctioneers** 

Addisionele kommentaar deur die betaler :

onele kommentaar deur die betaler .

Gaan u rekening na om te bevestig dat u die betaling ontvang het aangesien die volgende geld vir Absa Aanlyn betalings in nie-Absa-bankrekeninge.

- Betalings gemaak op weeksdae voor 15:30 sal teen middernag dieselfde dag in die ontvangsbank se rekening gekrediteer word.
- · Betalings gemaak na 15:30 op weeksdae sal teen middernag die volgende dag gekrediteer word.
- Betalings gemaak op 'n Saterdag, Sondag of openbare vakansiedag sal teen middernag die 1ste daaropvolgende weeksdag gekrediteer word.
- Betalings kan tot 30 minute neem om in die begunstigde se Voertuigfinansiering-rekening te wys.

Indien jy meer inligting of hulp verlang, skakel ons gerus by 08600 08600 of +27 11 501 5110 (internasionale oproepe).

Indien jy 'n verkeerde internetbankdienste-betaling gemaak het, stuur asseblief 'n e-pos aan digital@absa.co.za

Vriendelik die uwe

Hoofbestuurder: Digitale Kanale

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## AGREEMENT AND CONDITIONS OF SALE OF LOOSE ASSETS

#### AGREEMENT BETWEEN:

PROVISIONAL TRUSTEES OF INSOLVENT ESTATE JAMES JOHN MEECHAM, ID NUMBER: 920411 5040 080

UNDER REFERENCE NUMBER: 15673/2024 (SELLER)

ALGRED SHOALANE MASIU ID: 1112035859087

(PURCHASER)

#### ASSETS:

2021 FORD TOURNEO CUSTOM 2.0 6.2 V362 TOUR BUS DSI 320L TREND,
JX32JD GP
VIN NO: WF03XXTTG3LR18739

(herein referred as ASSETS)

Dated at PRETORIA On the 20<sup>TH</sup> day of FEBRUARY 2025.

## 1. RESERVE PRICE AND CONFIRMATION

- 1.1 The ASSETS will be sold to the highest buyer (herein referred to as the BUYER), but subject to confirmation by the SELLER, which confirmation may be given or refused by the SELLER without furnishing reasons therefore. This document constitutes an Offer to Purchase by the BUYER, and the BUYER is unconditionally and irrevocably bound to this Offer for a period of 14 calendar days (the calculation of which excludes the date of signature hereof by the BUYER) and the Offer is open for Acceptance by the SELLER at any time during this period. The onus will rest upon the BUYER to establish whether his bid was confirmed, or not.
- 1.2 The SELLER reserves the right to extend the confirmation period within reason.

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- 1.3 If this contract is not confirmed, it shall be regarded as null and void and be of no force and effect, and all payments made by the BUYER, including commission, will be refunded without delay.
- 1.4 During the confirmation period above, the AUCTIONEER may continue to market the ASSETS in the normal cause of business as he may deem fit. He may receive and take in higher Offers to Purchase from prospective BUYERS. Any such higher offer should be made to the AUCTIONEER, subject to the same terms and conditions as the Offer to Purchase on the auction. After confirmation of acceptability of the highest offer so received the original bidder at the auction shall have the right to equal such offer, which offer will be preferent to any other offers.
- 1.5 The AUCTIONEER shall advise the BUYER of the highest acceptable offer as contemplated above. The BUYER shall have the option to, within a period of 24 (twenty four) hours after being so notified (excluding weekends and public holidays), increase his offer in writing in terms of this agreement to an amount equal to the Purchase Price of such higher acceptable offer. If the BUYER elects to exercise this right, the BUYER shall amend his original Offer to Purchase or complete and sign a new Offer to Purchase reflecting such higher offer, and shall supplement the deposit and auctioneer's commission required by Paragraph 8 and 9 below accordingly.
- 1.6 In the event of this agreement requiring the consent of the Master of the High Court in terms of any law or the consent of the Local Authority/Municipality to pass transfer, then this agreement is subject to such consent being obtained in writing as soon as possible and in the normal course of the transfer process.
- 1.7 The AUCTIONEER or his agent is entitled to bid up to the reserve price on behalf of the SELLER, but shall not be entitled to make a bid equal to or exceeding the reserve price.

#### 2. <u>DISPUTES</u>

- 2.1 In the event of a dispute arising in regards to a bid made, the AUCTIONEER will have the discretion to put the assets up for auction again and his decision will be final. Should the AUCTIONEER and/or the SELLER commit any error in respect of the sale of the assets, such error shall not be binding upon the parties and shall be rectified.
- 2.2 Should the BUYER fail to conclude the transaction in all facets, the AUCTIONEER will be entitled to resell the assets by auction or private treaty.
- 2.3 Should the **AUCTIONEER** have any reason to believe that a bidder is not able to pay the deposit or the purchase price, he is entitled to refuse a bid from such a bidder, or accept it provisionally, until he is satisfied that the bidder is able to pay aforesaid amount. Should a bid be rejected under these circumstances, the assets may immediately be put up on auction again.

Page 2 of 10

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#### 3. SIGNATURE

- 3.1 The BUYER shall sign this agreement when called upon to do so by the AUCTIONEER,
- 3.2 Should the BUYER be married in community of property or bid on behalf of a third party, he guarantees that the necessary power of attorney to legally bind the joint estate and/or the third party has been obtained and that the transaction shall be concluded in all its facets. The said power of attorney must be submitted on request.
- 3.3 The person signing this contract will nevertheless be held personally liable for the fulfilment of all the terms hereof, even though he acts on behalf of a principal or spouse.
- 3.4 If the BIDDER acts without the abovementioned power of attorney and the said remedies are not available against the BUYER the BIDDER will be liable for Delictual Damages.
- 3.5 Should the BUYER be a company, close corporation or trust, the person signing this agreement on behalf of such BUYER, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the BUYER for the due and proper discharge of all its obligations arising from this agreement.

## 4. NON COMPLIANCE AND / OR BREACH

- 4.1 Should the BUYER fail to, or refuse to pay the deposit or purchase price on request of the AUCTIONEER as described above, the ASSETS can, at the AUCTIONEERS' discretion, be sold *de novo* by virtue of an auction or private treaty, at the BIDDERS risk, who will be held responsible for any shortages and/or costs involved therein. Any increase in price will be to the benefit of the SELLER.
- 4.2 Should the BUYER violate any condition of this agreement and neglect to comply with a written notice from the SELLER or AUCTIONEER to rectify such breach within 7 (seven) days, the SELLER will be entitled to, without prejudice to any other rights:
  - 4.2.1 Demand specific performance of the agreement with or without damages;
  - 4.2.2 Cancel the agreement, take possession of the ASSETS, and claim damages which will include any damages or costs involved in the resale of the same, either by public auction or private treaty.
- 4.3 in the event of cancellation of this agreement the BUYER shall forfeit all monies paid, including commission paid in terms of this agreement to the SELLER and/or the AUCTIONEER as liquidated damages.

Page 3 of 10

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4.4 The BUYER gives an irrevocable right to the SELLER to, in the event of lawful cancellation of this agreement, sign documents on behalf of the BUYER, which might be required to reinstate any ASSETS, license and/or leases into the name of the SELLER or any other persons, name.

#### 5. CONCEALED RIGHTS

5.1 The SELLER guarantees that the ASSETS are free of any debts, claims or notarial bonds or concealed rights such as retention rights and/or hypothecs and that unreserved ownership will be given to the BUYER provided that the BUYER have complied with all the provisions of this contract to the satisfaction of the SELLER.

#### 6. TRANSFER COSTS

6.1 The BUYER shall be liable for payment of all transfer costs, levies and taxes necessary to effect transfer if any. The SELLER undertakes to give all reasonable assistance to the BUYER in doing so.

#### 7. <u>VOETSTOOTS</u>

- 7.1 The ASSETS is sold VOETSTOOTS, and neither the AUCTIONEER nor the SELLER gives any guarantee as to patent or latent defects, the nature or the legality of any activities practiced therewith, and will not be held liable for any damages arising from same. The BUYER has acquainted himself with the condition defects and shortfalls of the ASSETS.
- 7.2 BIDDERS should refrain from either bidding at the auction or making an offer for the asset if they have not familiarised themselves with all of the clauses of this Conditions of Sale and the condition and status of the assets, and neither the SELLER nor the AUCTIONEER accepts any liability towards the BUYER in this regard. It is therefore acknowledged that if a BIDDER becomes the BUYER in this agreement he/she has not been induced or influenced to enter into this agreement by any warranties or representations or statements made or information given by either the SELLER(S) or the AUCTIONEER.

#### 8. PURCHASE PRICE

8.1 The purchase price of the ASSET is R534 000.00 (Excluding Vat) payable by the BUYER as follows:

Full purchase price on date of acceptance of this agreement.

- 8.2 The BUYER shall be responsible for payment of Bank costs.
- 8.3 The AUCTIONEER shall have the right to recover, commission and expenses regarding this sale from the purchase price (if applicable).

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#### 9. <u>AUCTIONEERS COMMISSION</u>

- 9.1 The parties hereby agree that the AUCTIONEER is the effective cause of this transaction and that he is entitled to auctioneers' commission upon confirmation, payable by the SELLER.
- 9.2 The SELLER will be liable for auctioneers' commission of 10% of the purchase price (exclusive of VAT).

#### 10. VALUE ADDED TAX

The purchase price does not include VAT and VAT will be payable on top of the purchase price if applicable.

#### 11. POSSESSION AND OWNERSHIP

11.1 Possession of, control over and ownership of the ASSETS will not pass over to the BUYER until he has complied with all his obligations to the satisfaction of the SELLER in terms of this contract and the BUYER shall not have the right to sell, ownership.

#### 12. VALUE RECEIVED

12.1 The BUYER acknowledges and confirms that should he fail to comply with this obligations, the SELLER will have a liquidated claim for value received by the BUYER.

## 13. JURISDICTION AND ADDRESS FOR DELIVERY OF DOCUMENTS

13.1 The parties hereto agree to the jurisdiction of the Lower Court in respect of any lawsuit rising from this agreement, or at the discretion of the SELLER, to the jurisdiction of the North Gauteng High Court Pretoria or South Gauteng High Court Johannesburg, and the parties choose the addresses as indicated herein as their domicilium citandi et executandi (address where they will receive all letters and processes) for the purposes of delivery of all notices and documents.

#### 14. DAMAGES WITH REMOVAL

14.1 The BUYER will be held liable for any damages to the premises, structures or any other items during removal or dismantling.

## 15. FINANCIAL INTELLIGENCE CENTRE ACT ("FICA")

- 15.1 It is acknowledged that the Conveyancer is designated as an "accountable institution" in terms of FICA.
- 15.2 Both the SELLER(S) and the BUYER agree to comply with all the FICA requirements of the AUCTIONEER and the Conveyancer and to supply the

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AUCTIONEER and the Conveyancer with all their respective FICA requirements within three days after demand therefore is made.

- 15.3 The SELLER(S) and the BUYER acknowledge that FICA prohibits the Conveyancer to invest and administer any deposits or any other monies paid in terms of this agreement, unless the SELLER(S) and the BUYER have provided the documentation and information as required by FICA legislation.
- 15.4 It is hereby agreed by both the SELLER(S) and the BUYER that neither the AUCTIONEER nor the Conveyancer shall be liable for any loss or damage suffered by either of them, as a result of either the SELLER(S) or the BUYER failing to comply with the provisions of this Clause 15.

#### 16. MATRIMONIAL PROPERTY ACT

To the extent that it is necessary, the BUYER hereby warrants that all written consents as required by the Matrimonial Property Act, No. 88 of 1984 in respect of this agreement or any matters arising therefrom or in terms hereof have been duly given as required.

#### 17. AMENDMENTS AND ADDITIONS

17.1 The terms and conditions of this agreement shall constitute the sole agreement between the parties concerned and no variation or amendment thereto shall be binding unless agreed upon in writing and signed by the SELLER and BUYER.

#### 18. WAIVER AND CONCESSION

Any waiver or concession made or allowed by the SELLER shall not constitute a waiver of his rights in terms of this agreement, and the SELLER shall at all times be entitled to enforce strict compliance hereof.

#### 17. SALE OBJECT

2021 FORD TOURNEO CUSTOM 2.0 6.2 V362 TOUR BUS DSI 320L TREND, JX32JD GP, VIN NO: WF03XXTTG3LR18739

Page 6 of 10

Il. DS. Open 1 Q

THUS DONE AND SIGNED ON THE DATES AND AT THE PLACES AS STATED BELOW:

## BUYER

NAME:	ALGREL SHWALANE
	MASIU
IDENTITY/REGIS	STRATION NUMBER: 7112035859887
POSTAL ADDRE	ss: 19 YORGES Street
397 # 34 401 6PC 685 686 641 <b>2</b> 6	LANDGENTEIN 1759
PHYSICAL ADDR	RESS: 19 Porges Street
***************************************	La fortei 1759
TELEPHONE NO	8835745514 CELL NO: 0835745514
E-MAIL ADDRESS	s: nasinaffeel@jaloo.co.ut
AS WITNESS	PURCHASER
06/03/2 DATE	025 JANA (BNIEIN

Page 7 of 10

to land

## MARITAL STATUS OF PURCHASER \*\* Delete which is not applicable

\*\* Unmarried / married / divorced

IF MARRIED:

\*\* In community / Ante nuptial contract

IF MARRIED IN COMMUNITY OF PROPERTY, THEN:

Full name of spouse:

NS MAKAILEHO MASIU

Identity number:

1001130733083

AS WITNESS

M. Masiu

06/03/2025 DATE

Page 8 of 10

## SELLER 1

NAME:	JOHN MEECHAM	RUSTEES OF INSOLVENT ESTATE JAMES I, ID NUMBER: 920411 5040 080					
FIRM:	CHAVONNES BA INSOLVENCY PR	DENORST ST CLAIRE C/O CK ACTITIONERS					
POSTAL ADDRESS:	PO BOX 3065, TYGERVALLEY, 7536						
TELEPHONE NO:	021 910 2902	FAX NO: 086 563 9513					
AS WITNESS	/	ACCEPTANCE AND CONFIRMATION BY SELLER					
u April 2025 DATE		Predoug PLACE					
	SELLER 2						
NAME:	- Common - C	The same of the production of the same of					
FIRM:	and the second s						
POSTAL ADDRESS:	4						
TELEPHONE NO:		FAX NO:					
AS WITNESS  14 Apr;		ACCEPTANCE AND CONFIRMATION BY SELLER Bloemfontern PLACE					

Page 9 of 10

## **AUCTIONEER**

#### Van's Auctioneers

PO Box 12374 Hatfield 0028

36 Gemsbok Street, Koedoespoort Industrial, Pretoria

Telephone: 086 111 8267

Fax no: 086 112 8267

AU WITHESS

ON BEHALF OF AUCTIONEER (DULY AUTHORISED THERETO)

12/3/2025

PLACE PIETONIA

## **CALCULATION OF FIRST PAYMENT:**

PURCHASE PRICE	R.	534 000.00
10% OF PURCHASE PRICE AS COMMISSION	R	53 400.00
15% VAT ON COMMISSION ALONE	R	8 010.00
TOTAL PAYMENT	R	595 410.00
PAYMENT RECEIVED		
	R	312 200.00
BALANCE OUTSTANDING	R	283 210.00



#### **Underwritten by Safire Insurance Company Limited**

is a licensed non-life insurer and authorised Financial Services Provider 2092 Registration Number: 2000/027673/06 | VAT Number 4370196034 Tel No: +27 (0)33 0155803

Email:suretyaccounts@safireinsurance.com

#### **Premium Notification**

Insured

**Administration Company** 

Name

Chavonnes Badenhorst St Clair Cooper

Name

Chavonnes Badenhorst St Clair Cooper

Address

c/o CK insolvency, Restructuring and Recovery Prac,

Address

c/o CK Insolvency, Restructuring and Recovery Prac,

Northridge Mall, Kenneth Kaunda Road, Bloemfontein, Free

Northridge Mall, Kenneth Kaunda Road, Bloemfontein, Free State, 9301

State, 9301

Email

Phone

+27 (0)51 4036600

**Email** Phone

+27 (0)51 4036600

**Policy Details** 

Surety Ref

SAFCB202411-0373

Premium Excl

R 750.00

**Effective Period** Inception Date

20 Nov 2024 to 19 Nov 2025 20 Nov 2024

VAT

R 112.50

Renewal Date

20 Nov 2025

**Premium Total:** R 862.50

**Policy Type** 

Suretyship - Liquidation

Premium Type

Details

James John Meecham C518/24 R150,000

Insurer Safire Insurance Company Limited **Surety Number** 

**VAT Number** 

Page 1 of 1

SAFCB202411-0373

4370196034

Bank

Account Number

Branch Code

Date Printed: 22 Nov 2024

1118132947 198765

Nedbank

Account Holder When making payment, please quote the Surety Ref to ensure that your payment is allocated to the correct matter.

Safire Insurance Company Limited

DDESSUISS HICTORY

PREIVILLIVI DISTURT						
Transaction Year	Sum Insured	Raised Excl VAT	VAT	Raised Incl VAT	Paid	Balance
2024	R 150,000.00	R 750.00	R 112.50	R 862.50	R 0.00	R 862.50
	Total	R 750.00	R 112.50	R 862.50	R 0.00	R 862.50

This document is a premium notification and part of the policy document as defined in Binding General Ruling No. 14 issued by SARS under section 89 of the Tax Administration Act No. 28 of 11 ("BGR 14"). The terms and conditions of the obligation to make payment of these premiums are set out in your court bond facility with Safire Insurance Company Limited, and not in this document. In terms of BGR 14, this document together with proof of payment constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) (a) and 21(5)(a) of the VAT Act.

VAT Registration No: 4370196034 Rate: 15%

Merc B



2025 -04- 11

CIVE, COURT 2

REPORT of the Trustees, CHAVONNES BADENHORST ST CLAIR COOPER and Markatene Violet Magagane to be submitted at the Statutory Second Meeting of Creditors, convened to be held before the Presiding Officer, Magistrates Court, Bellville on Friday, 11 April 2025 at 11h00.

The above-mentioned estate was placed in Voluntary Surrender by an order of the Western Cape High Court, Cape Town on 22 August 2024 We were appointed Provisional Trustees by the Master of the High Court, Cape Town, on 26 November 2024 and Trustees on 12 February 2025, the relevant Certificates of Appointment are dated accordingly.

The First Meeting of Creditors was held before the Presiding Officer, Magistrates Court, Beliville on Friday, 7 February 2025. No claims were proved at the said meeting.

The Insolvent did furnish the Trustees with the completed STATEMENT OF DEBTORS AFFAIRS.

#### 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 Property

Nil

Movable Assets

Proceeds from the sale of movable assets prior to Sequestration

With the Attorney of Record

R 201 900.00

2021 Ford Tourneo Custom Tour Bus (Reg: JX 32JDGP) as per valuation

R 300 000.00

Shortfall

R 757 588.27

TOTAL

R 501 900.00

#### LIABILITIES

Secured creditors

ABSA BANK (Instalment Sale Agreement over Ford Tourneo)

R 534 165.27

Preferent creditors

SARS

R unknown

Concurrent creditors

Various Creditors (as per the STATEMENT OF DEBTORS AFFAIRS)

R 725 323.00

TOTAL

R 1 259 488.27

#### **TAX INVOICE**

Invoice No.:

Date:

6053532727

20/03/2025

CK INSOLVENCY RESTRUCTURING RECOVERY PRACTITIONER PO BOX 3065 BELL

7536



Reg. No: 1950/038385/07

Media24 is a Level 4 BBBEE supplier PO Box 692, Cape Town 8000 VAT No: 4150102228

Naspers Centre, 40 Heerengracht, Cape Town 8001

Account Enquiries: Pumeza Nameka

Tel: 0214063349

Fax:

Email: pumeza.nameka@media24.com

Order number / reference:	Account No: 300016117235
Client Reg No: 200900159407	Client VAT No: 4960263764

Date	Description	Rate	Amount	Discount	Nett	VAT	Total (R)
	NETWBURGER ( Netwerk24 ) - 4215 ( INSOLV ESTATE ) JJ MEECHAM, Size: 7.530 CM X 1 CO, Color: BW	159.00	1,197.27	0.00	1,197.27	179.59	1,376.86
Terms: 30 D	ae ME			Total(ZAR)	1,197.27	179.59	1,376.8

Continues on next page →

**PAYMENT ADVICE** 

Important: This advice must always accompany your remittance

**BANK TRANSFER DETAILS:** 

Account Name:

Media24 Advertensies

Bank:

ABSA

Account Number:

0550000059

Branch Code:

506009

Branch:

**HEERENGRACHT** 

Your Payment Reference: 300016117235

Payments must always indicate your Account Reference







Publication	Publication Date	Section	Page
NETWBURGER ( Netwerk24 )	20/03/2025	4215 ( INSOLV ESTATE )	-

## J.J. Meecham KENNISGEWING VAN TWEEDE VERGADERING VAN KREDITEURE

Insolvente boedel JAMES JOHN MEECHAM, ID-nr. 920411 5040 08 0, Meestersverwysing: C518/2024. Kragtens Artikel 40(3), 56(3) en 77 van die Insolvensiewert geskied kennis hiermee dat die ondergetekende, aangestel is as Kurators, en alle debiteure in die boedel hiermee versoek word om onmiddellik hulle skulde by die kantoor van die Kurator te betaal. Die Tweede Vergadering van Krediteure, sal plaasvind voor die Landdroskantoor te Bellville op Vrydag, 11 April 2025 om 11H00 vir. a) Om verdere eise te bewys; b) Om die Kurator se verslag voor te lê en te aanvaar; en c) Om besluite te aanvaar. CK TRUST, C.B. St Clair Cooper & M.V. Magagane, Posbus 3065, Tygervallei, 7536. Tel. 021 910 2902. 611723 Mrt. 20-(4215)V

Invoice: 6053532727

Your Payment Ref:

300016117235



10th Floor Convention Towers Heerengracht Street, 8001 Cape Town, SOUTH AFRICA Phone: 0213440500

VAT No: 4130285887

Company Reg: 2017/034626/07 Controller Name: Glynis Cleinwerck

Controller No: 0101424899

Controller Email: glynis.cleinwerck@inl.co.za

#### TAX INVOICE

INVOICE ID#: IN423193 INVOICE DATE: 20/03/2025 ACCOUNT NO: 101591



PLACED BY: Este Este **COMPANY VAT REG NO: 4510124979** 

**BRAND NAME: GOVERNMENT** 

ADVERTISER NAME: COOPER TRUST

PO NUMBER: EST - INSOLV EST, MEECHAM J J

COMPANY REG NO: COMPANY REF NO:

PAYMENT DUE DATE: 30 Apr 2025

P272(6)	1915	IO	
ADV	ER1	<b>FISER</b>	N

NAME: COOPER TRUST

ATTN: COOPER TRUST ADVERTISER ADDRESS:

PO BOX 3065 TYGERVALLEY

7536

CAMPAIGN DETAILS

CAMPAIGN START DATE:

20/03/2025

CAMPAIGN NO:

319057

PRODUCT NAME(S):

CAPE TIMES

START DATE	PRODUCT CODE	DESCRIPTION	AMOUNT VAT EXCLUDED
20/03/2025	Cape Times Main Body	Legals Liner - INSOLVENCIES	845,73

Banking Details: VOLTAfrica (Pty) Ltd VOLTAINCA (Fty) Ltd Standard Bank Branch Code: 000205(Johannesburg) Account Nr: 000291862 Swift Code: SBZAZAJJ Ref: 101591

TOTAL VALEXCLUDED	845.73
TOTAL VAT	126.86
TOTAL VAT INCLUDED	972.59

<u>Cheque Payments are no longer accepted.</u>
Due to fraud we urge you to make use of EFT or Direct Deposit Only.

#### Card Payment

COOPER TRUST

Name on Card Type of Card

-----

Expiry Date

Card No.

-----



## POST LIST: INSOLVENT ESTATE: JOHN JAMES MEECHAM MASTER'S REF – C518/2024

## SECOND MEETING OF CREDITORS - REGISTERED POST

#### 1. <u>SARS</u> CAPE MAIL 8076

#### 2. ABSA BANK GROUND FLOOR 9 LOTHBURY ROAD AUCKLAND PARK JOHANNESBURG 2092 REF: 95490676

# 3. <u>COMPENSATION COMMISSIONER</u> P O Box 955 PRETORIA

4. <u>JURGENS BEKKER ATTORNEY</u>

BUILDING NO. 55 7 WALTER SISULU AVENUE CAPE TOWN 8001

5. OTTO KRAUSE INC.
CLEARVIEW OFFCIE PARK
77 WILHELMINA AVENUE
PANORAMA
ROODEPOORT
1734

- 6. NOORWES UNIVERSITEIT
  11 HOFFMAN STREET
  POTCHEFSTROOM
  2531
- 7. FIRST NATIONAL BANK 92-94 JORISSEN STREET JOHANNESBURG 2017

# INSOLVENT ESTATE JAMES JOHN MEECHAM Identity Number 920411 5040 08 0 UNMARRIED

**ESTATE NUMBER: C000518/2024** 

PROVED CLAIM 1



Affidavit for the Proof of any Claim other than, a Claim on Promissor, Note or other Bill of Exchange [Section 44(4) of the Insolvence 24 of 1936]

Confidential

Date: 04 March 2025

In the insolvent estate of MR JJ MEECHAM

Name of Creditor: Absa Bank Limited, registration number 1986/004794/06 (hereinafter referred to as Address of Creditor: 9 Lothbury Road, Auckland Park, Johannesburg

Total amount of claim: R 772,461.82

( Seven Hundred and Seventy Two Thousand Four Hundred and Sixty One

Rand and Eighfy Two Cents

).

I, the undersigned Daphney Zakri

, do hereby make oath and declare that:

to as "the Debtor"):

- I am a Manager employed with the Creditor, within the Insolvent Estate Retail Collections and Recoveries Department and I am duly authorised to attest to this affidavit in terms of the Resolution - Signing Authority, annexed hereto and marked "A".
- The Debtor, whose estate has been sequestrated/liquidated, was at the date of sequestration/liquidation and still is, indebted to the Creditor in

the sum of R 772,461.82

( Seven Hundred and Seventy Two Thousand Four Hundred and Sixty One

Rand and Eighty Two Cents

- ) for monies lent and advanced as set out in the Certificate of Balance annexed hereto.
- The debt aforesaid has not prescribed prior to the date of sequestration/ilquidation.
- The debt arose in the manner and at the time set forth in the attached Certificate of Balance, annexed hereto and marked "B".
- No other person besides the abovementioned Debtor, is liable (otherwise than as a surety) for the said debt or any part thereof.
- The Creditor has not, nor has any other person, to my knowledge, on the Creditor's behalf, received any security for the said debt or any parts thereof, save and except for:
  - 6.1 Security details for vehicle finance account number: 95490676

Vehicle description: 2021 FORD TOURNED CUSTOM 2.0TD

Engine/Chassis number: LR18739

Which security is valued at: R Proceeds

- . Proceeds/Dividends (if applicable):
- The Creditor elects, in terms of Section 89(2) of the Insolvency Act 24 of 1936, to rely for the satisfaction of its claim, solely on the proceeds of the property constituting the Creditor's security. This election must not be regarded as a waiver or abandonment of any of the Creditor's rights arising from, to in connection with its claim, other than the right to participate in the fee residue as a concurrent creditor for that part of the Bank's claim which exceeds the value of the security,
- This claim was not acquired by cession after the institution of the proceedings by which the estate was sequestrated/liquidated.

Signature of Declarant

I certify that the above signature is the true signature of the Declarant, who acknowledged that he/she knows and understands the contents of the

above affidavit, which was signed and sworn to me at, in accordance with the requirement of Regulation R1258, dated 21 July 1972, as amended by Regulation 1648, dated 19 August

Signature of Commissioner of Oaths

Full name and address of Commissioner of Oaths

Abso Bank Lisaited Reg No 1986/004794/06 Authorised Financial Services Provider Registered Credit Provider Reg No NERCP7

Rorisang Gcumeni

PRACTISING ATTORNEY-RSA COMMISSIONER OF OATHS STRAUSS DALY ATTORWYES illovo point, unit 801, 2th floor 68 MELVILLE ROAD, ILLOVO. SANDTON 2146

Absa 7468 EX (AVAF) (07/03/2023)



Confidential

Date: 04 March 2025

Trustee's name: CK TRUST

Trustee's email or postal address: gavin@cktrust.co.za

Client's name: MR JI MEECHAM

Client's ID: 9204115040080

Our reference: Belinda.Sekgobela@absa.africa

Our email: Belinda. Sekgobela@absa. africa

## Annexure A: Certificate of Balance

Dear Sir/Madam

The Insolvency Estates Department of Absa Bank Limited (Reg No 1986/004794/06), a duly registered commercial bank by virtue of the provisions of the Banks Act, Act 94 of 1990 (as amended), as well as a Registered Credit Provider in compliance with Section 40 of the National Credit Act, 34 of 2005 (Reg No NCRCP7) and duly authorised thereto, does hereby certify that the above-mentioned client is indebted to Absa Bank Limited.

Account number	Product name	Total exposure	Interest rate	Initiation date (dd/mm/ccyy)
95490676	Vehicle & Assets Finance	R 772,461.82	14.15%	2024/08/22

The total amount due and payable as at 2024/08/22 is R 772,461.82 , together with service fees and interest calculated per annum and capitalised monthly, from the initiation date to the date of payment, both days included.

Kind regards

illand, chie an ele estate in Daphney Zakri insolvency Estate Manager

Retail Collections Insolvent Estates

Absa Group Limited

Absa 7546 EX (LH) (04/09/2023)

Product Solutions Cluste Home Loans Collection

> Service Centr 9 Lothbury Roa Auckland Park 2093 PO Box 9185 Auckland Parl South Africa

T 0860 111 00: Swift address: ABŞAZAJ

absa.afric



Witness 2

# Power of Attorney to prove claim in Insolvent Estates Confidential

in my capacity as manager at Absa Bank Limited
in my capacity as manager at Absa Bank Limited int: Roelien Eygelblecht Aldu con d creditors name, place and read to appear before the Master of pappear at meetings of creditors in the:
n the said creditor's behalf, all voting and other powers in tor/judicial manager and/or any offer of composition and/or icial manager(s) directions as to the admission of the estate matters and things in which the said creditor's interest are or perform by virtue of these presents.
3/04
nager polvent Estate Department