

**Insolvent Estate Carel Lategan**  
**Master's Reference Number T0746/2018**

REPORT BY THE TRUSTEE LBOGANE GRACE MPAKATI, IN TERMS OF SECTION 81 OF THE INSOLVENCY ACT NO 24 OF 1936, AS AMENDED, ("THE ACT"), TO BE SUBMITTED AT THE SECOND MEETING OF CREDITORS TO BE HELD BEFORE THE MASTER OF THE HIGH COURT, PRETORIA, ON 25 APRIL 2019 AT 10H00.

**ORDER OF THE COURT AND MEETINGS**

Nature of Application	Application High Court of South Africa Gauteng Local Division
Date of Sequestration	03 May 2018
Date of Provisional Order	N/A
Date of Final Order	09 May 2018
Provisional Appointees	Lebogane Grace Mpakati
Date of 1 <sup>st</sup> Meeting of Creditors	04 October 2018
Final Appointees	Lebogane Grace Mpakati

**SECTION 81(1)(a): ASSETS AND LIABILITIES**

On completion of my investigations into the affairs of the estate the financial position of the estate as at the date of sequestration would appear be as follows:

ASSETS	Notes		
<b><u>Encumbered Assets</u></b>			
Ford Ranger 3.0 Tdi encumbered by way of Instalment Sale Agreement to MFC - per valuation			142 000.00
<b><u>Unencumbered Assets</u></b>			NIL
<b>LIABILITIES</b>			
<b><u>Secured Creditors</u></b>			
MFC A Division of Nedbank Limited in terms of Instalment Sale Agreement		134 486.57	
<b><u>Preferent Creditors</u></b>			
<b><u>Concurrent Creditors</u></b>			
Trade Creditors per CM100		192 955.22	
<b>Sub Total</b>		<b>327 441.79</b>	<b>142 000.00</b>
<b>Surplus/Deficit</b>			<b>185 441.79</b>
<b>TOTAL</b>		<b>327 441.79</b>	<b>327 441.79</b>

#### NOTES:

1. The motor vehicle will be disposed of after the Second Meeting of Creditors.
2. The amounts for concurrent creditors is according to the statement of affairs attached to the application for liquidation.
3. These figures are subject to change and verification.

#### MARITAL STATUS

According to information on hand, the insolvent is divorced.

#### SECTION 81(1)(b): CAUSES OF INSOLVENCY

The causes of the insolvency are contained in Annexure VII to the Application for Sequestration, attached hereto.

#### SECTION 81(1)(c): BOOKS AND RECORDS

We are unable to advise whether the insolvent was required to keep books and records in his personal capacity.

#### SECTION (81)(1)(d): CONTRAVENTIONS AND OFFENCES

*Based on the above, the Insolvent contravened certain provisions of the Act, in that:*

1. He has failed to provide me with monthly Income and Expenditure Statements in terms of Section 23(4) of the Act.
2. He has failed to attend the First Meeting of Creditors.

#### SECTION 81(1)(e): ALLOWANCES TO THE INSOLVENTS

No allowances have been made to the insolvent.

#### SECTION 81(1)(f): TRADING

We are unable to advise whether the insolvent traded in his personal capacity. Hence there is nothing to report under this heading.

#### SECTION 81(1)(g): LEGAL PROCEEDINGS

At this point in time of our investigation into the affairs of the estate there does not appear to be any legal actions, which were pending by or against the estate as at the date of sequestration, except for normal debt recovery.

#### SECTION 81(1)(h): UNCOMPLETED CONTRACTS

To the best of our knowledge and belief there is nothing to report under this heading.



SECTION 81(1)(i): FURTHER ADMINISTRATION

We have reported above on the administration of the estate to date and appropriate resolutions will be submitted to this meeting to enable us to wind up the administration of the estate.

DIVIDEND PROSPECTS

At this stage there appears to be a definite danger of contribution to be levied onto concurrent creditors who submit a claim for proof.

DATED AT ROODEPOORT ON THIS 2<sup>ND</sup> DAY OF APRIL 2019.

A handwritten signature in black ink, appearing to read 'LG MPAKATI', written over a horizontal line.

LG MPAKATI

**ANNEXURE VII/ AANHANGSEL VII**

Detailed statement of Causes of Debtor's Insolvency  
*Uitvoerige beskrywing van oorsake van skuldenaar se insolvensie*

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**REDES VIR INSOLVENSIE:**

Gedurende April 2016 is ek en my gewese eggenote van huis en bed geskei.

In Julie 2016 was ek genoodsaak om 'n nuwe woning te bekom. Al die meubelment wat ek besit het, het ek in my gewese eggenote se huis agtergelaat omrede ek nie ons kinders se lewe wou ontwig het nie. Die nuwe woning was nie gemeubeleerd nie, wat veroorsaak het dat ek die nuwe woning met meubelment toegerus het.

Om die nuwe woning toe te rus met meubels was ek genoodsaak om my kredietkaart te gebruik.

Gedurende November 2016 was en my gewese eggenote finaal geskei.

Volgens die skikkings ooreenkoms was ek verantwoordelik vir die betaling van die woonhuis se verband, versekering, DSTV asook my gewese eggenote se selfoon en onderhoud in die bedrag van R17,500.00 vir die kinders. Ek was ook verantwoordelik vir alle regs-kostes vir die egskeiding. As gevolg hiervan het ek begin om van die betalings met my krediet kaart te betaal.

Die onderhoud van twee huishoudings het 'n geweldige las geraak op my finansiële situasie en het ek gedurende Mei 2017 aansoek gedoen vir die vermindering van onderhoud om dit meer bekostigbaar te maak vir myself.

Die onderhoud is tot R13,000.00 per maand verminder in September 2017.

Gedurende Desember 2017 het ek navraag gedoen om uit te vind of ek onder skuldberading kan gaan, maar was ek meegedeel dat ek nie kwalifiseer vir skuldberading nie.

As gevolg van al die bogemelde omstandighede, het my uitgawes verdubbel per maand en het ek nooit herstel van die finansiële verknorsing waarin ek myself bevind het nie en is ek kommersieel en feitelik insolvent en versoek ek van die bogemelde Agbare Hof om my boedel insolvent te verklaar.



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**RESOLUTIONS SUBMITTED AND ADOPTED AT THE SECOND MEETING OF CREDITORS HELD BEFORE THE MASTER OF THE HIGH COURT, PRETORIA, ON 25 APRIL 2019 AT 10H00.**

RESOLVED THAT:

1. The report of the Trustee, as the case may be, hereinafter referred to as ("the Trustee"), as submitted be received and adopted and all his actions referred to therein be and are hereby confirmed, ratified and approved.
2. All actions of whatsoever nature hereto before taken by the Provisional Trustee and/or Trustee be and are hereby confirmed, ratified and approved.
3. The Trustee be and is hereby authorised in his sole and absolute discretion to:
  - 3.1. Take legal advice on any question of law affecting the administration and distribution of the estate;
  - 3.2. Institute or defend on behalf of the estate any action or other legal proceedings of a civil nature for the recovery of monies due to the corporation or otherwise and subject to the provisions of any law relating to criminal procedure, institute any criminal proceedings;
  - 3.3. Hold any enquiry into the affairs of the insolvents and/or any matter relating thereto;
    - 3.3.1. Investigate and institute legal proceedings for the recovery of any voidable or undue preferences, voidable dispositions of property or any other impeachable transactions of whatsoever nature and to abandon same at any time;
  - 3.4. Write up the books of the insolvents as may be required, and if necessary, to produce a balance sheet, audited or not, as at the date of sequestration, either for the purpose of investigating the affairs of the insolvents, establishing the claims of creditors, or any other purpose.
4. The Trustee be and is hereby authorised in his sole and absolute discretion to employ and engage the services of attorneys and/or counsel (senior and/or junior) and/or accountants and/or bookkeepers and/or any employee of the insolvents and/or recording agents and/or any other person who in the sole discretion of the Trustee may be of assistance in the winding-up of the estate in relation to any matter referred to in 3 above and further to pay all the costs thereof of whatsoever nature out of the estate as costs incurred in the sequestration.
5. The Trustee be and is hereby authorised to collection any debts due to the estate and for the purpose thereof to sell or compound or compromise any of these debts for such sum and upon such terms and conditions as he in his sole discretion may deem fit, and to accept any part of the debt in settlement

thereof, and to grant an extension of time for the payment of any such debt, and to abandon any debt which he in his sole discretion may deem to be irrecoverable.

6. The Trustee be and is hereby authorised to dispose of any movable and immovable property of the estate, whether in his possession or under his control now or to come into his possession or under his control in the future by public auction, private treaty or public tender upon such terms and conditions as he in his sole and absolute discretion shall determine and to abandon any such assets for which he can find no purchaser or abandon them to a secured creditor at the value placed thereon by such creditor or at such value as is agreed upon by the Trustee and the creditor if such creditor's claim is secured by such assets and to sign all such documents as may be necessary to give effect to such disposition.
7. The Trustee be and is hereby authorised and empowered in his sole discretion to compromise and admit any claim against the corporation of whatsoever nature and howsoever arising and whether disputed or not and whether actual, contingent, prospective, conditional, unconditional, assessed, unassessed, liquidated or unliquidated as a liquidated claim in terms of Section 78(3) of the Insolvency Act No 24 of 1936 as amended, at such amount as may be agreed upon by the Trustee provided that proof thereof has been tendered at a meeting of creditors.
8. The Trustee be and is hereby authorised to make application for the destruction of books and records of the estate six months after the confirmation of the final account.
9. The Trustee be and is hereby authorised to submit to the determination of arbitrators any dispute concerning the estate or any claim or demand by or upon the estate.
10. The Trustee be and is hereby authorised to carry on or discontinue any part of the business of the estate insofar as may be necessary for the beneficial winding-up thereof
11. The Trustee be and is hereby authorised to exercise mutatis mutandis the powers conferred upon a Trustee by Section 35 (uncompleted acquisition of immovable property before sequestration) and 37 (effect of sequestration upon a lease) of the Insolvency Act No 24 of 1936, as amended ("the Act").
12. The Trustee be and is hereby authorised to allow the insolvents to retain for his/her own use the whole or such part of his household furniture and tools and other essential means of subsistence as he may determine.
13. The Trustee be and is hereby authorised to release, as he in his absolute discretion decides, any assets belonging to the solvent spouse which is proved to have acquired or safeguarded as provided for in Section 21(2) of the Insolvency Act No 24 of 1936, as amended.
14. The Trustee be and is hereby authorised to make any allowance out of the estate to the insolvents which he in his sole discretion may deem to be necessary for the support of the insolvents and his/her dependants.
15. The Trustee be and is hereby authorised to perform any act or exercise which he is not expressly empowered to perform in terms of the provisions of the Act.
16. The creditors hereby consent to the trustee's remuneration ("the remuneration") being taxed by The Master of High Court in terms of the Insolvency Act at the higher figure of:
  - 16.1 the prescribed tariff as is contained in the Insolvency Act;

- 16.2 the increased amount of work done by the trustee in terms of the actual time spent by him or her and his or her staff in the discharge of their duties in the winding-up as is reflected on properly kept timesheets at the charge out tariff of the respective professional and administrative staff and which will be deemed to be good cause for the increase of such remuneration;
- 16.3 the prescribed tariff as is contained in the Insolvency Act; and
- 16.4 the increased amount of work done by the trustee in terms of the actual time spent by him or her and his or her staff in the discharge of their duties in the winding-up as is reflected on properly kept timesheets at the charge out tariff of the respective professional and administrative staff and which will be deemed to be good cause for the increase of such remuneration
- 17. The remuneration referred to in 16 above may further be increased based on aspects such as:the complexity of the estate in question,
- 17.2. the degree of difficulty encountered by the trustee in the administration of the estate, and
- 17.3. particular difficulties experienced by the trustee because of the nature of the assets or some other similar feature connected with the administration of the estate.
- 18. The further administration of the affairs of the estate be left entirely in the hands of and at the discretion of the Trustee.

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q.q. CREDITORS

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PRESIDING OFFICER