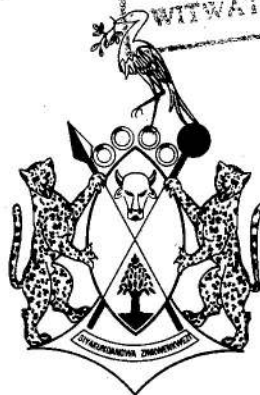


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REPUBLIC OF
CISKEI



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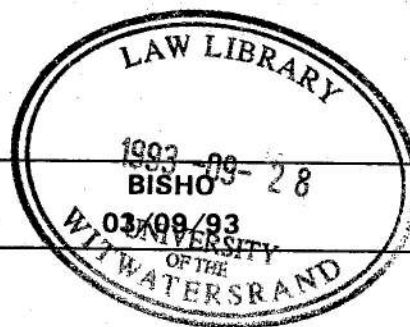
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03/09/93

No. 95

Vol. 21



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DEPARTMENT OF JUSTICE
NOTICE OF SALE IN EXECUTION:
Bangilizwe Macvicar Zani

ISEBE LEZOBULUNGISA

KWINKUNDLA KAMANTYI WASE-ZWELITSHA KWISITHILI SASE-ZWELITSHA

EBE IBANJELWE ZWELITSHA

Kumbandela ophakathi ko:— Ityala Nombolo : 797/93

CISKEI PEOPLES DEVELOPMENT BANK LIMITED

Ummangali

kunye no

BANGILIZWE MACVICAR ZANI

Ummangalelwa

INTENGISO

NGOKULANDELA isigwebo seNkundla ebekekileyo engasentla namaphepha okuthimba omhla we 8 JUNE 1993 impahla exelwe apha ngezantsi iyakuthengiswa ngo-LWESITHATHU ngomhla wama 15 SEPTEMBER 1993 ngentsimbi yesithoba (09h00 a.m.) phambi kwemini kwisango leNkundla ka-Mantyi wase-eZWELITSHA ithengiselwa oyena mntu ubeke ixabiso eliphezulu:—

ISIQWENGA somhlaba esingunombolo 3018
kwi unitnombolo 10
ilokishi sase-ZWELITSHA esikwisithili sase-ZWELITSHA
njengoko sizeliwe saza sachazwa kwi Maphu jikelele engu B.A. 2/1966
ESIKULUNGANISWA kwaso kuzi-square metres ezi 686

IMIQATHANGO YENTENGISO :

1. Umthengi kofuneka ahlawule Amashumi Amabini ekhulwini (20%) lexabiso lentengiso ngomhla wentengiso. Isithembiso esiqinisekisa ngokuhlawula esivela e-Bankini, kwi Building Society okanye nasiphina isiqinisekiso sokuhlawula esiqinisekisiweyo semali eyintsalela kwintengiso, esiwuka inzala, kufuneka sinikwe ama-Gwetha abamangali kwangalo mini iyakube ithengiswa ngayo indlu ngaphambi kokuba kutyobelwe amaphepha okunthenga.
2. Indlu le ithengiswa njengokuba injalo ngokwemigaqo yomthetho we Nkundla ka-Mantyi kwaye iyakuthengiswa ngokwemiqathango ekwi Title Deed.
3. Inkcazelo ngokuzelelo yentengiso inokufumaneka kwi ofisi zamaGqwetha abamangali, kwaye iyakufundwa ngu-Nothimba ngomhla wentengiso.
4. Inkcazelo elandelayo iyanikezelwa nakuba ingenakho ukuqinisekiswa:-
Indlu enamagumbi okuhlala eyakhiwe ngezitena zomlotha yaza yafulelwa ngamazinki e-Asbestos.

SIBHALWE e- 12th ngomhla we JULY 1993.

IGWETHA LABAMANGALI
Squire Smith & Laurie
PROBUS Building
Siyolo Walk
Off Phalo Avenue
BISHO
Republic of Ciskei

DEPARTMENT OF JUSTICE

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ZWELITSHA

HELD AT ZWELITSHA

In the matter between:— Case No. : 797/93

CISKEI PEOPLES DEVELOPMENT BANK LIMITED

Plaintiff

and

BANGILIZWE MACVICAR ZANI

Defendant

NOTICE OF SALE IN EXECUTION

IN PURSUANCE OF A JUDGMENT of the above Honourable Court and a Writ of Execution dated 8 JUNE 1993 the following property will be sold on WEDNESDAY, 15 SEPTEMBER 1993 at 9.00 a.m. in the forenoon at the main entrance of the Magistrate's Court, ZWELITSHA to the highest bidder:—

CERTAIN piece of land being Ownership Unit No. 3018
situate in Unit 10
Township of ZWELITSHA, District of ZWELITSHA
and represented and described on General Plan No. B.A. 2/1966

MEASURING 686 square metres.

CONDITIONS OF SALE :

1. The purchaser shall pay 20% of the purchase price on the date of the sale. A building society, bankers or other approved guarantee for the balance plus interest is to be given to Plaintiff's Attorneys on the day of the Sale and prior to the signature of the Conditions of Sale.
2. The property is sold "voetstoots" in terms of the Magistrate's Court Act and subject to the provisions of the Title Deeds.
3. The full conditions of sale may be inspected at Plaintiff's Attorneys' offices and will be read out by the auctioneer at the sale.
4. The following information is furnished but not guaranteed:-
A Dwelling of Cement Blocks under Asbestos.

DATED at Bisho this 12th day of JULY 1993.

SQUIRE SMITH & LAURIE
Plaintiff's Attorneys
PROBUS Building
Siyolo Walk
Off Phalo Avenue
BISHO
Republic of Ciskei

DEPARTMENT OF JUSTICE

NOTICE TO CREDITORS IN DECEASED ESTATES

Number of estate/company	Name and description of estate/company	Surviving spouse	Name & Address of Executor
5/93	RALETSEMO MATHUME NELSON Date of birth: 18.06.1921 I.D. No. 1-2245625-7 Date of death: 29.10.1992 Last address: 4213 NU 2 Mdantsane	N/A	Brown Hurly & Miller Attorneys for Executor Third Floor First National Bank Building, E.London

Advertiser and address: BROWN HURLY & MILLER
P.O. Box 421
KING WILLIAM'S TOWN 5600

DEPARTMENT OF JUSTICE

IN THE SUPREME COURT OF CISKEI (GENERAL DIVISION)

In the matter between:— Case No. : 520/92

RADUE WEIR HOLDINGS (PTY) LTD t/a WEIR'S CASH & CARRY

Plaintiff

and

D J CENGA t/a PEDDIE CASH & CARRY AND MASAKHANE TRADING STORE

Defendant

NOTICE OF SALE IN EXECUTION OF IMMOVABLE PROPERTY

IN PURSUANCE OF A JUDGMENT in the above Honourable Court of the 5th November 1992 and a Writ of Execution dated 9 February 1993 the following immovable property will be sold in Execution on Thursday, the 23rd September 1993 at 09h15 at the Main Entrance of the Magistrate's Court, Peddie.—

ERF 350, PEDDIE, MUNICIPALITY AND DIVISIONS OF PEDDIE
MEASURING: 1600 square metres
HELD BY DEED OF TRANSFER No. T3297/88
SITUATE AT PEDDIE CASH & CARRY of Smith Street, PEDDIE

ERF 351, PEDDIE, MUNICIPALITY AND DIVISION OF PEDDIE
MEASURING: 1600 square metres
HELD BY DEED OF TRANSFER No. R3297/88
SITUATE AT PEDDIE CASH & CARRY of Smith Street, PEDDIE

CONDITIONS OF SALE :

1. The purchaser will pay 10% of the purchase price on the date of sale. A Building Society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's Attorneys on the day of the sale and prior to the signature of the Conditions of Sale.
2. The property is to be sold "Voetstoots" in terms of the Magistrate's Court Act and subject to the provisions of the Titled Deeds.
3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the auctioneer at the sale.

DATED at BISHO this 25th day of AUGUST 1993.

LINDE & DORRINGTON
Plaintiff's Attorneys
c/o 3 Amatola Business Village
BISHO
Ref: Mr Dorrington/sev

DEPARTMENT OF JUSTICE

IN THE SUPREME COURT OF CISKEI (GENERAL DIVISION)

In the matter between:— Case No. : 520/92

RADUE WEIR HOLDINGS (PTY) LTD t/a WEIR'S CASH & CARRY

Plaintiff

and

D J CENGA t/a PEDDIE CASH & CARRY AND MASAKHANE TRADING STORE Defendant

CONDITIONS OF SALE

The property shall on the 23rd day of September 1993 at the Main Entrance of the Magistrate's Court, Peddie, be put up for auction consisting of:

ERF 350, PEDDIE, MUNICIPALITY AND DIVISIONS OF PEDDIE
MEASURING: 1600 square metres
HELD BY DEED OF TRANSFER No. T3297/88
SITUATE AT PEDDIE CASH & CARRY of Smith Street, PEDDIE

ERF 351, PEDDIE, MUNICIPALITY AND DIVISION OF PEDDIE
MEASURING: 1600 square metres
HELD BY DEED OF TRANSFER No. R3297/88
SITUATE AT PEDDIE CASH & CARRY of Smith Street, PEDDIE

THE SALE SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS :

1. The property shall be sold to the highest bidder, subject to the consent of the bondholders, if any:-
 - 2.1 If any dispute arises about any bid, the property may in the discretion of the Messenger or the auctioneer again be put up for auction, and his discretion as to the final bidder shall under all circumstances be final.
 - 2.2 If the Messenger or Auctioneer makes any mistakes in selling, such mistake shall not be binding upon either party, but shall be rectified.
 - 2.3 If the Messenger or the Auctioneer suspects that a bidder is unable to pay either the deposit referred to in Condition 7 or the balance of the purchase price, he may refuse to accept the bid of such bidder or accept it provisionally until the bidder shall have satisfied him that he is in a position to pay both such amounts. On the refusal of a bid under such circumstances, the property may immediately be again put up for auction.
3. The purchaser shall immediately after the sale sign these conditions of sale after being requested by the Messenger or the Auctioneer to do so, and if he has bought in a representative capacity state the name and address of his principal and exhibit his written authority. If no such authority be exhibited the highest bidder shall be regarded as the Purchaser.
- 4.1 The Purchaser shall pay to the Local Authority or any other body or person entitled thereto all such rates and taxes, sanitary, electrical and water fees, road constructions charges and unpaid, drainage loans and other amounts owing to the Local Authority and any other amount which must in law be paid to procure transfer of the property and shall also pay forthwith to the Plaintiff's attorneys the costs of transfer, transfer duty, licences, the cost of obtaining Master's approval, if necessary, certificates and under the Administration of Estates Act, clearance certificates, sanitary fees, interest and all other amounts necessary to obtain transfer of the property.
- 4.2 The Purchaser shall pay to the Messenger the Messenger's commission in connection with this sale, the costs of advertising, and the costs of drawing these conditions of sale.

- 4.3 Notwithstanding anything to the contrary aforesaid the amount payable in terms of Condition 4.1 shall be paid to the Plaintiff's attorneys within 7 (SEVEN) days of the date of this sale and the amount payable in terms of condition 4.2 shall be paid to the Messenger on the day of this Sale.
5. The property shall be sold subject to any valid existing tenancy. If the amount so realised is insufficient to meet the amount owing to the execution creditor, then the property shall be sold free of any tenancy entered into after the registration of the Bond passed over the property in favour of the Plaintiff. Subject to the foregoing the Purchaser shall be entitled to occupation and possession of the property upon payment of the deposit referred to in clause 7 hereof and upon payment of the costs referred to in clause 4 hereof.
6. The Plaintiff, the Messenger or the Auctioneer give no warranty as to the state of the property sold, nor is any warranty or guarantee given in respect of the improvements thereon. The property is deemed to have been purchased "voetstoots". The property sold is sold in accordance with the Title Deed and Diagrams (if any) and neither the Plaintiff, the Messenger nor the Auctioneer warrants the area thereof. They shall not be liable for any deficiency therein and neither shall the Plaintiff, the Messenger nor the Auctioneer be entitled to benefit by any excess which may exist. The property is further sold in accordance with the conditions and servitudes (if any) set forth in the original and subsequent Deeds of Transfer and to all such other conditions as may exist in respect thereof.
7. The purchase price shall be paid as to 20% (TWENTY PERCENT) thereof at the time of the sale, and the full balance thereof together with interest at the current rate as charged by the Plaintiff in terms of the Municipal Ordinance (and in the event of there being any other preferent creditor then the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer and shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered by the Purchaser to the Messenger or upon the Messenger's instructions to the Plaintiff's conveyancers, within 14 (FOURTEEN) days of the date of sale and shall provide for payment of the full balance and any such interest payable as aforesaid provided that if the Plaintiff be the Purchaser then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Messenger of the Court in cash against transfer.
8. The Purchaser shall be responsible for payment of insurance premiums in respect of any insurance of improvements upon the aforesaid property which fall due after signature by the Purchaser or these conditions. Should any improvements not be insured the Messenger may require that the Purchaser insures the improvements at his own expense, failing which the Messenger may do so at the Purchaser's expense.
9. Transfer shall be given as soon as possible after the sale and compliance with such conditions, and shall be passed by the Plaintiff's conveyancers, LINDE & DORRINGTON, BISHO.
10. Any notice to be given to the Purchaser in terms of these conditions shall be deemed to have been delivered to the Purchaser if addressed to him prepaid registered post at the property hereby purchased, which property the Purchaser hereby chooses for *domicilium citandi et executandi* for all purposes hereunder.
11. Should the Purchaser fail to comply with any of the Conditions of Sale hereinbefore set out then and in such event the sale shall at the election of the Judgement creditor be cancelled by notice in writing sent by the Messenger to the Purchaser. Such notice shall be sent to the Purchaser at the address of the property hereby sold whether or not the purchaser is in occupation of such premises or, alternatively, at the election of the Messenger, to the Purchaser at any other address which may previously have been nominated by the Purchaser.
- 11.1 In the event of the sale being cancelled as aforesaid and in the event of the whole deposit referred to in Condition 7 hereof having been paid, the Purchaser shall forfeit for the benefit of the execution creditor such deposit as "rouwkoop".
- 11.2 In the event of the sale being cancelled as aforesaid and in the event of the whole deposit referred to in Condition 7 hereof or part thereof not having been paid then the Purchaser shall be liable to the Judgement Creditor in respect of an amount equal to the 20% deposit referred to above or the balance thereof as the case may be.

- 11.3 Notwithstanding anything to the contrary herein contained, the execution creditor shall have the right to recover from the Purchaser any loss whatsoever which it may sustain as a result of the breach by the Purchaser of any of the conditions hereof. Such loss shall be deemed to include but shall not necessarily be restricted to the amount by which the selling price to the Purchaser exceeds the selling price obtained at any subsequent sale of the property by the Messenger of the Court and all costs of whatsoever nature relating to this sale and any subsequent sale of the property (save insofar as such costs may be recovered from any subsequent purchaser).
- 11.4 Should any loss be sustained as a result of the cancellation hereof then such loss shall be deemed to have been sustained by the Execution creditor notwithstanding that the execution creditor is not a party to this deed of sale and the execution creditor shall thereupon have the right to take any action to recover any amounts as contemplated in terms of the foregoing.
- 11.5 Should the execution creditor fail to advise the Messenger to the contrary within 3 (THREE) days of the signing hereof, the execution creditor shall be deemed to have accepted the benefits conferred upon it.

PURCHASED BY

ADDRESS

PURCHASE PRICE

R _____

DATED AT

ON THIS

DAY OF

1993.

PURCHASER

MESSENGER OF THE COURT

OKUQULATHIWEYO			CONTENTS		
<i>ISaziso sika-</i>	<i>Inani</i>	<i>Inani le</i>	<i>Govt.</i>	<i>Page</i>	<i>Gazette</i>
<i>Rhulumente No.</i>	<i>leKhasi</i>	<i>Gazethi</i>	<i>Notice No.</i>	<i>No.</i>	<i>No.</i>
		95			95
DEPARTMENT OF JUSTICE			DEPARTMENT OF JUSTICE		
Notice of sale in execution: Bangilizwe Macvicar Zani			Notice of sale in execution: Bangilizwe Macvicar Zani		
Notice to creditors in deceased estates: Raletsemo Mathume Nelson			Notice to creditors in deceased estates: Raletsemo Mathume Nelson		
Sale in execution of immovable property: Radue Weir Holdings (Pty) Ltd t/a Weir's Cash & Carry and D.J. Cenga t/a Peddie Cash & Carry and Masakhane Trading Store			Sale in execution of immovable property: Radue Weir Holdings (Pty) Ltd t/a Weir's Cash & Carry and D.J. Cenga t/a Peddie Cash & Carry and Masakhane Trading Store		

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