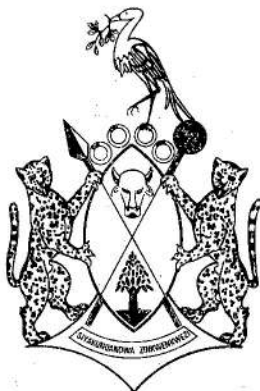


**IRIPHABLIKI
YECISKEI**



**REPUBLIC OF
CISKEI**

**IGAZETHI
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**GOVERNMENT
GAZETTE**

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04/02/94**

No. 6

Vol. 22

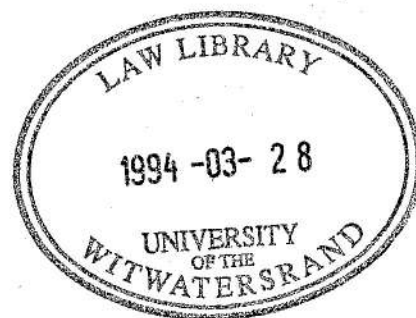
**BISHO
04/02/94**

No. 6

DEPARTMENT OF JUSTICE

NOTICE OF SALE IN EXECUTION:

Standard Bank of South Africa and T.W. Mankumba



DEPARTMENT OF JUSTICE

IN THE SUPREME COURT OF CISKEI
(GENERAL DIVISION)

In the matter between:— Case No. : 555/1993

STANDARD BANK OF SOUTH AFRICA

Plaintiff

and

TEMBINKOSI WELCOME MANKUMBA

Defendant

NOTICE OF SALE IN EXECUTION OF IMMOVABLE PROPERTY

IN PURSUANCE OF A JUDGMENT in the above Honourable Court of the 29th July 1993 and a Writ of Execution dated 30th August 1993 the following immovable property will be sold in Execution on Wednesday, the 9th March 1994 at 09h00 at the Offices of the Sheriff:-

Ownership Unit 480 situate in the Township of Mdantsane S in the District of Mdantsane.

MEASURING 752 (Seven Hundred and Fifty Two) square metres.

HELD BY DEED OF TRANSFER No. TX897/1988 dated 2nd March 1988.

SITUATE AT UNIT 480 ZONE 5, MDANTSANE.

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 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.

DATED AT BISHO ON THIS 11TH DAY OF JANUARY 1994.

LINDE & DORRINGTON
PLAINTIFF'S ATTORNEYS
c/o AMATOLA BUSINESS VILLAGE
BISHO
REF: MR G DORRINGTON/LMH

DEPARTMENT OF JUSTICE

IN THE SUPREME COURT OF CISKEI (GENERAL DIVISION)

In the matter between:— Case No. : 555/1993

STANDARD BANK OF SOUTH AFRICA LIMITED

Plaintiff

and

TEMBINKOSI WELCOME MANKUMBA

Defendant

CONDITIONS OF SALE

1. The property shall on the 9th day of March 1994 at the Offices of the Sheriff for the Mdantsane Magistrate's Court, 11A Downing Street, King William's Town, be put up for auction consisting of:-
 - 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 the 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 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.

DEPARTMENT OF JUSTICE

7. The purchase price shall be paid as at 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 of 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, KING WILLIAM'S TOWN.
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 at the election of the Judgment 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 Judgment 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.

DEPARTMENT OF JUSTICE

PURCHASED BY

.....

ADDRESS

.....

PURCHASE PRICE

R.....

DATED AT

ON THIS

DAY OF

1994.

.....
PURCHASER

.....
MESSENGER OF THE COURT

DEPARTMENT OF JUSTICE

LIQUIDATION ACCOUNTS AND PLANS OF DISTRIBUTION OR CONTRIBUTION IN SEQUESTERED ESTATES OR COMPANIES BEING WOUND UP

| Number of estate/company | Name and description of estate/company | Description of account | Account for inspection – Master's and Magistrate's Office |
|-----------------------------|--|--|---|
| B5/93 | Engineered Building Blocks (Ciskei) (Proprietary) Limited In Liquidation | First Liquidation and Distribution Account | Master's Office Bisho |

Advertiser and address: A.R. KIDSON — LIQUIDATOR
COOPERS & LYBRAND
P.O. Box 13157
VINCENT 5217

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NOTICE

The Ciskei Government Gazette Index provides quick and easy access to notices in the Government Gazettes. By means of a direct subject indexing the retrieval of information on any subject is facilitated. Subjects are arranged alphabetically and subdivisions within each subject range from the general to the specific. Thus the user may either be directed to an individual notice or obtain an overview of existing legislation on a particular subject.

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