

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 337

PRETORIA, 2 JULY  
JULIE 1993

No. 14902

***LEGAL  
NOTICES***

***WETLIKE  
KENNISGEWINGS***

**B**

**SALES IN EXECUTION AND OTHER PUBLIC SALES**

**GEREGTELIKE EN ANDER OPENBARE VERKOPE**

# LIST OF FIXED TARIFF RATES AND CONDITIONS FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

(COMMENCEMENT: 1 JUNE 1993)

## LIST OF FIXED TARIFF RATES

<i>Standardised notices</i>	<i>Rate per insertion R</i>
<b>ADMINISTRATION OF ESTATES ACTS NOTICES:</b> Forms J 297, J 295, J 193 and J 187.....	11,20
<b>BUSINESS NOTICES</b> .....	26,80
<b>INSOLVENCY ACT AND COMPANY ACTS NOTICES:</b> Forms J 28, J 29 and Forms 1 to 9.....	22,50
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
<b>LOST LIFE INSURANCE POLICIES:</b> Form VL.....	13,50
<b>UNCLAIMED MONEYS</b> —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount") .....	6,60
<i>Non-standardised notices</i>	
<b>COMPANY NOTICES:</b>	
Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends.....	51,40
Declaration of dividend with profit statements, including notes .....	118,40
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations .....	178,80
<b>LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES</b> .....	40,30
<b>LIQUOR LICENCE NOTICES</b> in extraordinary <i>Gazette</i> :	
All provinces appear on the first Friday of each calendar month .....	38,10
(Closing date for acceptance is two weeks prior to date of publication.)	
<b>ORDERS OF THE COURT:</b>	
Provisional and final liquidations or sequestrations .....	67,10
Reductions or changes in capital, mergers, offer of compromise .....	178,80
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i> .....	178,80
Extension of return date .....	22,50
Supersessions and discharge of petitions (J 158) .....	22,50
<b>SALES IN EXECUTIONS AND OTHER PUBLIC SALES:</b>	
Sales in execution .....	102,80
Public auctions, sales and tenders:	
Up to 75 words .....	31,30
76 to 250 words.....	80,50
251 to 350 words (more than 350 words—calculate in accordance with word count table) .....	129,70



# LYS VAN VASTE TARIEWE EN VOORWAARDES VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT

(INWERKINGTREDING: 1 JUNIE 1993)

## LYS VAN VASTE TARIEWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
<b>BESIGHEIDSKENNISGEWINGS</b> .....	26,80
<b>BOEDELWETTEKENNISGEWINGS:</b> Vorms J 297, J 295, J 193 en J 187 .....	11,20
<b>INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS:</b> Vorms J 28, J 29 en Vorms 1 tot 9 .....	22,50
<b>L.W.:</b> Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
<b>ONOPGEËISTE GELDE</b> —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag") .....	6,60
<b>VERLORE LEWENSVERSEKERINGSPOLISSE:</b> Vorm VL.....	13,50
<b><i>Nie-gestandaardiseerde kennisgewings</i></b>	
<b>DRANKLISENSIE-KENNISGEWINGS</b> in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand .....	38,10
<i>(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)</i>	
<b>GEREGTELIKE EN ANDER OPENBARE VERKOPE:</b>	
Geregtelike verkope .....	102,80
Openbare veilings, verkope en tenders:	
Tot 75 woorde .....	31,30
76 tot 250 woorde .....	80,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	129,70
<b>LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS</b> .....	40,30
<b>MAATSKAPPYKENNISGEWINGS:</b>	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende .....	51,40
Verklaring van dividende met profytstate, notas ingesluit .....	118,40
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies .....	178,80
<b>ORDERS VAN DIE HOF:</b>	
Voorlopige en finale likwidasies of sekwestrasies .....	67,10
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking .....	178,80
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide be vele <i>nisi</i> .....	178,80
Verlenging van keerdatum .....	22,50
Tersydestelling en afwysings van aansoeke (J 158) .....	22,50

**WORD COUNT TABLE**

For general notices which do not belong under afore-mentioned headings with fixed tariff rates and which comprise 1 600 or less words, the rates of the word count table must be used. Notices with more than 1 600 words, or where doubt exists, must be sent in before publication as prescribed in paragraph 10 (2) of the Conditions:

**WOORDETAL-TABEL**

Vir algemene kennisgewings wat nie onder voornoemde opskrifte met vaste tariewe ressorteer nie en wat 1 600 of minder woorde beslaan, moet die tabel van woordetal-tariewe gebruik word. Kennisgewings met meer as 1 600 woorde, of waar twyfel bestaan, moet vooraf ingestuur word soos in die Voorwaardes, paraagraaf 10 (2), voorgeskryf:

Number of words in copy Aantal woorde in kopie	One insertion Een plasing	Two insertions Twee plasings	Three insertions Drie plasings
	R	R	R
1 - 100 .....	38,10	53,70	64,90
101 - 150 .....	55,90	80,50	96,10
151 - 200 .....	76,10	107,30	129,70
201 - 250 .....	94,00	134,00	160,90
251 - 300 .....	111,80	160,90	192,30
301 - 350 .....	131,80	187,70	225,70
351 - 400 .....	149,60	214,50	256,90
401 - 450 .....	169,80	241,30	290,60
451 - 500 .....	187,70	268,20	321,80
501 - 550 .....	205,50	295,00	353,10
551 - 600 .....	225,70	321,80	386,60
601 - 650 .....	243,60	348,50	417,80
651 - 700 .....	263,80	375,40	451,50
701 - 750 .....	281,60	402,20	482,70
751 - 800 .....	299,50	429,00	514,00
801 - 850 .....	319,50	455,80	547,40
851 - 900 .....	337,40	482,70	578,60
901 - 950 .....	357,50	509,50	612,30
951 - 1 000 .....	375,40	536,30	643,50
1 001 - 1 300 .....	487,20	697,20	835,80
1 301 - 1 600 .....	601,10	858,00	1 027,80

## CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

1. The *Government Gazette* is published every week on Friday, and the closing time for the acceptance of notices which have to appear in the *Government Gazette* on any particular Friday, is **15:00 on the preceding Friday**. Should any Friday coincide with a public holiday, the date of publication of the *Government Gazette* and the closing time of the acceptance of notices will be published in the *Government Gazette*, from time to time.

### SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

1. Die *Staatskoerant* word weekliks op Vrydag gepubliseer en die sluitingstyd vir die aanname van kennisgewings wat op 'n bepaalde Vrydag in die *Staatskoerant* moet verskyn, is **15:00 op die voorafgaande Vrydag**. Indien enige Vrydag saamval met 'n openbare vakansiedag, verskyn die *Staatskoerant* op 'n datum en is die sluitingstye vir die aanname van kennisgewings soos van tyd tot tyd in die *Staatskoerant* bepaal.

2. (1) The copy for a separate *Government Gazette* must be handed in not later than **three calendar weeks** before date of publication.

(2) Copy of notices received after closing time will be held over for publication in the next *Government Gazette*.

(3) Amendment or changes in copy of notices cannot be undertaken unless instructions are received **before 15:30 on Mondays**.

(4) Copy of notices for publication or amendments of original copy cannot be accepted over the telephone and must be brought about by letter, by telegram or by hand.

(5) In the case of cancellations a refund of the cost of a notice will be considered only if the instruction to cancel has been received on or before the stipulated closing time as indicated in paragraph 1 above.

#### APPROVAL OF NOTICES

3. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.

#### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

4. The Government Printer will assume no liability in respect of—

- (1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
- (2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
- (3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

#### LIABILITY OF ADVERTISER

5. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

2. (1) Wanneer 'n aparte *Staatskoerant* verlang word moet dit **drie kalenderweke** voor publikasie ingedien word.

(2) Kopie van kennisgewings wat na sluitingstyd ontvang word, sal oorgehou word vir plasing in die eersvolgende *Staatskoerant*.

(3) Wysiging van of veranderings in die kopie van kennisgewings kan nie onderneem word nie tensy opdragte daarvoor ontvang is **voor 15:30 op Maandae**.

(4) Kopie van kennisgewings vir publikasie of wysigings van oorspronklike kopie kan nie oor die telefoon aanvaar word nie en moet per brief, per telegram of per hand bewerkstellig word.

(5) In geval van kansellاسies sal die terugbetaling van die koste van 'n kennisgewing oorweeg word slegs as die opdrag om te kanselleer op of voor die vasgestelde sluitingstyd soos in paragraaf 1 hierbo aangedui, ontvang is.

#### GOEDKEURING VAN KENNISGEWINGS

3. Kennisgewings, behalwe wetlike kennisgewings, is onderworpe aan die goedkeuring van die Staatsdrukker wat kan weier om enige kennisgewing aan te neem of verder te publiseer.

#### VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

- (1) enige vertraging by die publikasie van 'n kennisgewing of vir die publikasie daarvan op 'n ander datum as dié deur die adverteerder bepaal;
- (2) die foutiewe klassifikasie van 'n kennisgewing of die plasing daarvan onder 'n ander afdeling of opskrif as die afdeling of opskrif wat deur die adverteerder aangedui is;
- (3) enige redigering, hersiening, weglating, tipografiese foute of foute wat weens dowwe of onduidelike kopie mag ontstaan.

#### AANSPREEKLIKHEID VAN ADVERTEERDER

5. Die adverteerder word aanspreeklik gehou vir enige skadevergoeding en koste wat ontstaan uit enige aksie wat weens die publikasie van 'n kennisgewing teen die Staatsdrukker ingestel mag word.

**COPY**

**6.** Copy of notices must be typed on one side of the paper only and may not constitute part of any covering letter or document.

**7.** At the top of any copy, and set well apart from the notice the following must be stated:

- (1) The kind of notice.

*Please note:* Prospective advertisers are urgently requested to **clearly indicate** under which headings their advertisements or notices should be inserted in order to prevent such notices/advertisements from being wrongly placed.

- (2) The heading under which the notice is to appear.

- (3) The rate (e.g. "Fixed tariff rate", or "Word count rate") applicable to the notice, and the cost of publication.

**8.** *All proper names and surnames must be clearly legible, surnames being underlined or typed in capital letters. In the event of a name being incorrectly printed as a result of indistinct writing, the notice will be republished only upon payment of the cost of a new insertion.*

**PAYMENT OF COST**

**9.** No notice will be accepted for publication unless the cost of the insertion(s) is prepaid by way of **UNCANCELLED REVENUE STAMPS**.

Franking machine impressions appearing on the copy are acceptable provided that they are clear. Franking machine impressions other than the aforementioned, for example, on a separate sheet of paper pasted to the copy are not acceptable.

**10.** (1) The cost of a notice must be calculated by the advertiser in accordance with—

- (a) the list of fixed tariff rates; or
- (b) where the fixed tariff rate does not apply, the word count rate.

**KOPIE**

**6.** Die kopie van kennisgewings moet slegs op een kant van die papier getik wees en mag nie deel van enige begeleidende brief of dokument uitmaak nie.

**7.** Bo aan die kopie, en weg van die kennisgewing, moet die volgende aangedui word:

- (1) Die aard van die kennisgewing.

*Let Wel:* Voornemende adverteerders word hierby dringend versoek om **duidelik aan te dui** onder watter hofie hul advertensies of kennisgewings geplaas moet word.

- (2) Die opskrif waaronder die kennisgewing geplaas moet word.

- (3) Die tarief (bv. "Vaste tarief", of "Woor-detal-tarief") wat op die kennisgewing van toepassing is, en die koste verbonde aan die plasing daarvan.

**8.** *Alle eiename en familienaam moet duidelik leesbaar wees en familienaam moet onder-streep of in hoofletters getik word. Indien 'n naam verkeerd gedruk word as gevolg van onduidelike skrif, sal die kennisgewing alleen na betaling van die koste van 'n nuwe plasing weer gepubliseer word.*

**BETALING VAN KOSTE**

**9.** Geen kennisgewing word vir publikasie aanvaar nie tensy die koste van die plasing(s) daarvan vooruit betaal is deur middel van **ONGEKANSELLEERDE INKOMSTEESELS**.

Frankeermasjien-afdrukke op kopie is aanvaarbaar mits afdrukke duidelik is. Frankeermasjien-afdrukke op enige ander wyse aangebring bv. op los papier wat op kopie geplak word is nie aanvaarbaar nie.

**10.** (1) Die koste van 'n kennisgewing moet deur die adverteerder bereken word in ooreenstemming met—

- (a) die lys van vaste tariewe; of
- (b) indien die vaste tariewe nie van toepassing is nie, die woordetal-tariewe.



(2) Where there is any doubt about the cost of publication of a notice, and in the case of copy in excess of 1 600 words, an enquiry, accompanied by the relevant copy should be addressed to the

**Advertising Section  
Government Printing Works  
Private Bag X85  
Pretoria  
0001**

before publication.

**11. Uncancelled revenue stamps representing the correct amount of the cost of publication of a notice, or the total of the cost of publication of more than one notice, must be AFFIXED to the copy.**

The following stamps are not acceptable:

- (i) Revenue stamps of the old series.
- (ii) Revenue stamps of other states.
- (iii) Postage stamps.

**See "Important Notice" at the foot of these Conditions.**

**12.** Overpayments resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and the notice(s) will not be published until such time as the full cost of such publication has been duly paid in uncanceled revenue stamps.

**13.** *In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the Government Printing Works.*

**14.** The Government Printer reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the list of fixed tariff rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

(2) In gevalle van twyfel oor die koste verbonde aan die plasing van 'n kennisgewing en in die geval van kopie met meer as 1 600 woorde, moet 'n navraag, vergesel van die betrokke kopie, voor publikasie aan die

**Advertensie-afdeling  
Staatsdrukkery  
Privaatsak X85  
Pretoria  
0001**

gerig word.

**11. Ongekanselleerde inkomsteseëls wat die juiste bedrag van die koste van 'n kennisgewing of die totaal van die koste van meerdere kennisgewings verteenwoordig, moet op die kopie GEPLAK word.**

Die volgende seëls is nie aanvaarbaar nie.

- (i) Inkomsteseëls van die ou reeks.
- (ii) Inkomsteseëls van ander state.
- (iii) Posseëls.

**Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.**

**12.** Oorbetalings op grond van 'n foutiewe berekening van die koste verbonde aan die plasing van 'n kennisgewing deur die adverteerder word nie terugbetaal nie tensy die adverteerder voldoende redes aantoon waarom 'n foutiewe berekening gemaak is. In die geval van onderbetalings sal die verskil van die adverteerder verhaal word en geen plasing sal geskied voordat die volle koste verbonde aan die plasing van die kennisgewing(s) deur middel van ongekanseleerde inkomsteseëls betaal is nie.

**13.** *By kansellering van 'n kennisgewing sal terugbetaling van gelde slegs geskied indien die Staatsdrukkery geen koste met betrekking tot die plasing van die kennisgewing aangegaan het nie.*

**14.** Die Staatsdrukker behou hom die reg voor om 'n bykomende bedrag te hef in gevalle waar kennisgewings, waarvan die koste in ooreenstemming met die lys van vaste tariewe bereken word, later uitermatig lank blyk te wees of buitensporige of ingewikkelde tabelwerk bevat.

**PROOF OF PUBLICATION**

**15.** Copies of the *Government Gazette* which may be required as proof of publication may be ordered from the Government Printer at the ruling price. The Government Printer will assume no liability for any failure to post such *Government Gazette(s)* or for any delay in dispatching it/them.

**BEWYS VAN PUBLIKASIE**

**15.** Eksemplare van die *Staatskoerant* wat nodig mag wees ter bewys van publikasie van 'n kennisgewing kan teen die heersende verkoopprys van die Staatsdrukker bestel word. Geen aanspreeklikheid word aanvaar vir die versuim om sodanige *Staatskoerant(e)* te pos of vir vertraging in die versending daarvan nie.

***Important Notice***

1. Please post your advertisements early and make sure that you have attached the correct amount in stamps.
2. Please send a covering letter with all advertisements you submit.
3. Please attach stamps, using the gum provided, on the last page of your advertisement. *Do not staple them.*
4. Please do not send duplicates of letters or advertisements.
5. Applications for liquor licences close two weeks before date of publication.

***Belangrike Kennisgewing***

1. Sorg asb. dat u advertensies vroegtydig gepos word en dat die regte bedrag seëls daarop aangebring word.
2. Stuur asb. 'n dekkingsbrief saam met alle advertensies.
3. PLAK asb. seëls op die laaste bladsy van u advertensie. *Moet dit nie kram nie.*
4. Moet asb. geen duplikaatbriewe of -advertensies stuur nie.
5. Aansoeke om dranklisensies sluit twee weke voor publikasiedatum.



**IMPORTANT ANNOUNCEMENT**

*Closing times* PRIOR TO PUBLIC HOLIDAYS for

LEGAL NOTICES  
GOVERNMENT NOTICES **1993**

*The closing time is 15:00 sharp on the following days:*

- ▶ **31 March**, Wednesday, for the issue of Thursday **8 April**
- ▶ **7 April**, Wednesday, for the issue of Friday **16 April**
- ▶ **13 May**, Thursday, for the issue of Friday **21 May**
- ▶ **9 December**, Thursday, for the issue of Friday **17 December**

Late notices will be published in the subsequent issue. If, under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a **SEPARATE Government Gazette** must be handed in not later than three calendar weeks before date of publication

**BELANGRIKE AANKONDIGING**

*Sluitingstye* VOOR VAKANSIEDAE vir

WETLIKE KENNISGEWINGS  
GOEWERMENSKENNISGEWINGS **1993**

*Die sluitingstyd is stiptelik 15:00 op die volgende dae:*

- ▶ **31 Maart**, Woensdag, vir die uitgawe van Donderdag **8 April**
- ▶ **7 April**, Woensdag, vir die uitgawe van Vrydag **16 April**
- ▶ **13 Mei**, Donderdag, vir die uitgawe van Vrydag **21 Mei**
- ▶ **9 Desember**, Donderdag, vir die uitgawe van Vrydag **17 Desember**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n **APARTE Staatskoerant** verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

# SALES IN EXECUTION AND OTHER PUBLIC SALES GEREGTELIKE EN ANDER OPENBARE VERKOPE

## SALES IN EXECUTION • GEREGTELIKE VERKOPE

### TRANSVAAL

Saak 7639/91

#### IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Evaton Wholesale Meat**, Eiser, en **D. A. Mthimkulu**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 30 Julie 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Erf 68, Evaton Small Farms, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Evaton, gehou kragtens Grondbrief T45562/1985, grootte 4 045 vierkante meter.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak, bestaande uit sitkamer, badkamer, kombuis en slaapkamer/s.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.
2. Deposito 10% kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 11de dag van Junie 1993.

G. A. Roper, vir De Klerk, Vermaak & Vennote Ing., Derde Verdieping, Omegagebou, Vanderbijlpark.

Saak 4904/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Petros Mokholo Malindi**, Eerste Verweerder, en **Kelebogile Gladys Malindi**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 1 Junie 1993, sal die ondervermelde eiendom op Vrydag, 16 Julie 1993 om 09:00, te Balju van die Landdroshof, Championstraat 25, Orkney, 2620, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 5094, Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 203 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserve verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshof, 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, Nedperm Bank Bpk.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Enkelverdiepingwoning na bewering bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer. Geen buitegeboue.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Championstraat 25, Orkney, 2620, nagesien word.

Gedateer te Klerksdorp op hierdie 15de dag van Junie 1993.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, S.A. Permanentegebou, Boomstraat 27, Posbus 22, Klerksdorp, 2570.

Saak 395/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **Eskom Finance Co. (Pty) Ltd**, Eiser, en **Samuel Thulani Msibi**, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Bethal, gedateer 14 April 1992, en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 21 April 1993, sal die ondervermelde vaste eiendom op 23 Julie 1993 om 11:00, voor die Landdroskantoor te Bethal, deur die Balju van die Landdroshof, Bethal, verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Alle regte, titel en belang onder die reg van pag oor Erf 2913, in die dorp Emzinoni, Registrasieafdeling IS, Transvaal, groot 331 vierkante meter, ook bekend as Cowvillage 2913, Emzinoni, Bethal.

Die eiendom is verbeter. Woonhuis bestaan uit sitkamer, kombuis, twee slaapkamers, badkamer, toilet en stort.

**Voorwaardes:** Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Landdroshof, Bethal, uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Bethal, lewer binne 14 (veertien) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir rente, hereregte, transportkoste en agterstallige belastinge indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo hierdie 15de dag van Junie 1993.

Bekker, Brink & Brink, p.a. Cohen, Pretorius & Cronje, Feldcogebou, Clercqstraat, Bethal, 2310. (Verw. mnr. Papenfus/DP/SPM020.)

**Case 2045/91**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON

In the matter between **ABSA Bank Ltd** (trading as United Bank Ltd), Plaintiff, and **Felicia Jeannette Rowan**, Defendant

A sale in execution of the property described hereunder will take place on 21 July 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Erf 2770, Brackendowns Extension 5 Township, Registration Division IR, Transvaal, measuring 900 (nine hundred) square metres.

Property known as 57 Bendor Street, Brackendowns, Alberton, situated in a residential area.

**Improvements:** Brick under tile dwelling comprising: Entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and single garage.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 9th day of June 1993.

Jack Sherman, Plaintiff's Attorneys, Second Floor, United Building, 24 Voortrekker Road, Alberton, 1450.

**Saak 7963/93B**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Alwyn Petrus Loots**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogenoemde saak op 25 Mei 1993, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria-Sentraal, op 20 Julie 1993 om 10h00, te Baljukantore te Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Deel No. 19, soos getoon en vollediger beskryf op Deelplan No. SS143/1981, in die gebou of geboue bekend as Sorrento, geleë te Gedeelte 3 van Erf 569, in die dorpsgebied Arcadia, Plaaslike Bestuur, Stadsraad van Pretoria, waarvan die vloeroppervlakte volgens genoemde deelplan, 51 (vyf een) vierkante meter groot is; en

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gehou kragens Sertifikaat van Geregistreerde Deeltitels ST143/83 (19) (unit), bekend as Sorrento woonstelle 44, Beatrixstraat 57, Arcadia.

Die eiendom is verbeter en bestaan uit: Slaapkamer, woonkamer, badkamer/waskamer, kombuis en afdakparkering.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie en agterstallige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Pretoria-Sentraal, Tweede Verdieping, Sinodale Sentrum, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hierdie 14de dag van Junie 1993.

C. T. P. Eksteen, vir Du Plessis & Eksteen, Prokureurs vir Eiser, 10de Verdieping, Merinogebou, Bosman/ Pretoriusstraat. (Tel. 21-8154.) (Verw. mnr. Eksteen/co.)



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI

In the matter between **Nedcor Bank Ltd** (formerly known as Nedperm Bank Ltd), Plaintiff, and **Pieter Frederik Daniel Jonker**, First Defendant, and, **Angelina Maria Jonker**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 5 August 1992, the property listed hereunder will be sold in execution on Friday, 23 July 1993 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder.

Erf 2387, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, known as 1 Stoffberg Avenue, Brakpan.

The property is zoned "Residential 1" in terms of the relevant town-planning scheme. No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows:

*Main building:* Plastered/Bricks under corrugated iron residence comprising lounge, dining-room, three bedrooms, bathroom, kitchen and entry porch.

*Outbuildings:* Single garage and housekeepers room. *Fencing:* Pre-cast.

*The material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrates' Courts office, Brakpan.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 (ten thousand rand) then the total price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 22,75% (twenty two comma seven five per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank of building society guarantee within 14 (fourteen) days from the date of sale.
- (e) The property shall be sold subject to any existing tenancy.

(f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this 14th day of June 1993.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princes Avenue, P.O. Box 52, Benoni. (Tel. 845-2700.) (Ref. Mrs Kok.)

Saak 21673/92

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Walters & Seun (Edms.) Bpk.**, Eiser, en **Flatmart (Edms.) Bpk.**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 19 Januarie 1993, en 'n daaropvolgende lasbrief vir tot uitwinning, sal die volgende eiendom wat uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 20 Julie 1993 om 10:00, te N. G. Sinodale Sentrum, 234 Visagiestraat, Pretoria:

1 a. *Akteskantoorbeskrywing:* Gedeelte 1 van Erf 1220, in die dorp Arcadia, Registrasieafdeling JR, Transvaal, groot 1892 (eenduisend agthonderd twee-en-negentig) vierkante meter, gehou onder Geregistreerde Titel T36438/1990.

b. *Straatadres:* Leydsstraat 347, Arcadia, Pretoria.

c. Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonstelblok bestaande uit een en 'n half slaapkamers en twee slaapkamer woonstelle.

2. *Verkoopvoorwaardes:*

2.1 Die eiendom sal verkoop word met 'n reserwe prys van R548 000 (vyfhonderd agt-en-veertigduisend rand) tesame met rente teen 16,75% (sestien komma vyf-en-sewentig persent) vanaf 16 Junie 1993, tot en met datum van registrasie aan die hoogste bieder.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Sentraal, Kamer 1E, Sinodale Sentrum, Visagiestraat 228, Pretoria, asook te die Griffier van die Hooggeregshof van Suid-Afrika, (Transvaalse Provinsiale Afdeling), Paleis van Justisie, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

2.4 Die eiendom word verkoop onderworpe aan die terme en voorwaardes soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Pretoria op hede die 18de dag van Junie 1993.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/am/3212.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en T. C. Liwane en **mev. N. E. Liwane**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 30 April 1993 toegestaan is, op 16 Julie 1993 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 155, kwaGuqa, Witbank, Registrasieafdeling JS, Transvaal, groot 350 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport T43472/92.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal, óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings, ensovoorts, op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 16de dag van Junie 1993.

Zak Ferreira Ing., Prokureurs vir die Eksekusieskuldeiser, Northeyforum, Northeystraat, Posbus 2799, Witbank, 1035. (Verw. IPF/mev. Pieterse.)

Case 20954/92  
PH 140

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (formerly known as Nedperm Bank Ltd, and prior to that known as Nedbank Ltd), Plaintiff, and **Naidoo, Anand Derek** (trading as Kendo's), Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 21 July 1993 at 14:30, at 2 Northview, 45 Richards Drive, Halfway House, Midrand, to the highest bidder:

Portion 76 of Erf 100, Kelvin Township, Registration Division IR, Transvaal, in extent 510 (five hundred and ten) square metres, held under Deed of Transfer T10653/1992, situated at 71 Meadway Mews, Kelvin.

The Judgment Creditor has described the improvements on the property as set out hereunder, but no warranties are given in respect thereof:

*Improvements:* Residential dwelling with outbuildings.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 26,25% (twenty-six komma two five per cent) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The conditions of sale, which will be read immediately prior to the sale; may be inspected at the office of the Sheriff of the Supreme Court, Midrand.

Dated at Johannesburg on this the 9th day of June 1993.

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax 483-1785.) [Ref. N5254(BERG) Mr Orelowitz/ab.]

Case 785/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Putso Molapo**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 22 April 1993 will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Court-house, Fox Street Entrance, Johannesburg Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest in leasehold in Erf 13930, Orlando Township, Registration Division IR, Transvaal, in extent 282 (two hundred and eighty-two) square metres, situated at 2628 Tshabalala Street, Orlando East, Soweto, Johannesburg,

The following improvements are reported to be on the property, but nothing is guaranteed:

Residence, single-storey dwelling, detached. *Walls:* Brick and plaster, faceback plinth. *Roof:* Tiles. *Floors:* Fitted carpets and tiles. *Rooms:* Lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. *Outbuildings:* Nil. *Boundary:* Fenced. *Other improvements:* None.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg, Second Floor, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 7th day of June 1993.

D. Steyn, for De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 and 29-3921/2/3.) (Docex. DX.571.) (Ref. Mr. Steyn/0344.)

**Case 31189/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG**

In the matter between **Eastern Province Building Society**, Plaintiff, and **N. J. Nel**, Defendant

In pursuance of the judgment in the Court and a warrant of execution the property listed hereunder will be sold in execution on 23 July 1993 at 10:00, on the steps of the Magistrate's Court, Johannesburg (Fox Street Entrance):

Section 3, an exclusive use area of Yard Y5 and an exclusive use area of Yard Y6, as shown and more fully described on Sectional Plan SS77/1991 in the building or buildings known as Panorama Gardens situated at Bassonia Extension 1 Township.

1. The property will be sold to the highest bidder, without reserve and will be subject to the provisions of section 66 of the Magistrates' Courts Act, 1944, as amended.

2. The purchase price shall be paid as to a deposit of 10% (ten per centum) on the date of sale and the unpaid balance together with interest thereon to current building societies' lending rates from the date of sale to date of payment thereof shall be paid, or secured by an approved bank or building society guarantee within 30 (thirty) days of the date of sale.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Deputy Sheriff, Randburg.

D. Haasbroek, for Schwellnus Spies Haasbroek Inc., Second Floor, Randpark Building, 20 Dover Street, Randburg. (Ref. Mr Haasbroek E3.)

**Case 4108/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Hezekial Thulani Malinga**, First Defendant, and **Nomusa Gloria Malinga**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 29 April 1993, the property listed hereunder will be sold in execution on Wednesday, 18 July 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 3583, Benoni Extension 4 Township, Registration Division IR, Transvaal, measuring 1 848 (one thousand eight hundred and forty-eight) square metres, known as 9 Lakefield Avenue, Benoni.

The property is zoned Special Residential in terms of the relevant town-planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building:* Bricks under tiles detached single storey residence comprising four bedrooms, two and a half bathrooms, kitchen (steel units), lounge, dining-room (pine ceilings), family room, study. *Outbuildings:* Two garages, two carports, servants' quarters, servants' ablutions, swimming-pool. *Driveway:* Brick and cobble. *Fencing:* Pre-cast.

*The material conditions of sale are:*

(a) The sale will be held by public auction and without reserve and will be voetstoots.

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrates' Courts Office, 215 Arcadia, 84 Princes Avenue, Benoni.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18% (eighteen per centum) per annum on the preferent creditor's claims as contemplated in rule 43 (7) (a) of the rule of court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) The property shall be sold subject to any existing tenancy.

(f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 11th day of June 1993.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princes Avenue, P.O. Box 52, Benoni. (Tel. 845-2700.) (Ref. Mrs Kok.)



Case 3916/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mandla Peter Msibi**, First Defendant, and  
**Nompumelelo Magdelene Msibi**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and an order of Court dated 10 May 1993, the property listed hereunder will be sold in execution on Wednesday, 28 July 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 7488 Daveyton Township, Registration Division IR, Transvaal, measuring 320 (three hundred and twenty) square metres, known as Lot 7488, Daveyton, Benoni.

The property is zoned Residential in terms of the relevant town-planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Bricks under asbestos detached single storey residence comprising two bedrooms, kitchen and lounge. *Outbuildings*: Garage. *Fencing*: Wire.

*The material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrates' Courts Office, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18,75% (eighteen comma seven five per centum) per annum on the preferent creditor's claims as contemplated in rule 43 (7) (a) of the rule of court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) The property shall be sold subject to any existing tenancy.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 11th day of June 1993.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princes Avenue, P.O. Box 52, Benoni. (Tel. 845-2700.) (Ref. Mrs Kok.)

Case 266/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI

In the matter between **Nedcor Bank Ltd** (formerly known as Nedperm Bank Ltd), Plaintiff, and **Nonzwakazi Agnes Nxasana**, First Defendant, and **David Nxasana**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and an Order of Court dated 4 May 1993, the property listed hereunder will be sold in execution on Wednesday, 28 July 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 1910, Daveyton Township, Registration Division IR, Transvaal, measuring 330 (three hundred and thirty) square metres, known as 1910 Biyela Street, Daveyton, Benoni.

The property is zoned Residential in terms of the relevant town-planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Bricks under iron detached single storey residence comprising two bedrooms, bathroom, w.c., lounge and kitchen. *Outbuildings*: Three rooms, plastered house with pitched iron roof. Burglar bars. Neat outbuilding. *Fencing*: Wire.

*The material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrates' Courts Office, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 22% (twenty-two per centum) per annum on the preferent creditor's claims as contemplated in rule 43 (7) (a) of the rule of court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) The property shall be sold subject to any existing tenancy.

(f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 11th day of June 1993.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Princes Avenue, P.O. Box 52, Benoni. (Tel. 845-2700.) (Ref. Mrs Kok.)

### GEREGTELIKE VERKOPING OP 16 JULIE 1993

Ter uitwinning van vonnis(se) van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in ondergemelde sake, soos deur **Nedcor Bank Bpk.** verkry sal verkoping sonder 'n reserwe prys gehou word te: Balju-Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op die 16de dag van Julie 1993 om 11h00 van die ondervermelde eiendomme van die Verweerder(s) op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê.

#### **Saak 1958/93.**

Vonnisskuldenaar: **Syd Radford Properties CC**, CK92/19737/23, en **A. S. M. Grevelink.**

*Eiendom:* Gedeelte 14 ('n gedeelte van Gedeelte 3), van die plaas Vissershoeck 435, Registrasieafdeling JQ, Transvaal;

*Groot:* 2,4326 (twee komma vier drie twee ses) hektaar;

*Gehou:* Kragtens Akte van Transport T81952/92.

*Beskrywing:* 'n Plot met woonhuis bestaande uit vyf slaapkamers, twee badkamers met stort, kombuis, sitkamer, eetkamer, familiekamer, kroeg, dubbelmotorhuis, stoorkamer en bediendekwartiere. Die eiendom is toegerus met 'n boorgat, swembad, grasdak lapa met braai en plaveisel. Daar is ook honde teëlhokke op die eiendom. Die eiendom is met draad omhein.

*Verw:* Mnr. Coetzee/RL/72/93.

#### **Saak 6123/93.**

Vonnisskuldenaar: **B. J. M. Basson.**

*Eiendom:* Erf 296, Montanapark-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, Transvaal, beter bekend as Daterstraat 945, Montanapark-uitbreiding 1.

*Groot:* 800 (agt nul nul) vierkante meter;

*Gehou:* Kragtens Akte van Transport T69753/92.

*Beskrywing:* Onvoltooide woonhuis bestaande uit drie slaapkamers, twee en halwe badkamers, kombuis, sitkamer, eetkamer, gesinskamer, studeerkamer, dubbelmotorhuis.

*Verw:* Mnr. Coetzee/RL/216/93.

#### **Saak 18295/92.**

Vonnisskuldenaar: **B. P. Khumalo.**

*Eiendom:* Leasehold Stand No. 1442/21, Soshanguve BB, Residential Area of Soshanguve, District of the District of Representative Department of Development Aid, Soshanguve.

*Groot:* Onbekend;

*Gehou:* Kragtens Akte van Transport T28640/92 (voorheen Sertifikaat van Reg van Huurpag).

*Beskrywing:* Drie slaapkamers, badkamer, kombuis, oopplan sit- en eetkamer.

*Verw:* Mnr. Coetzee/RL/534/92.

#### **Saak 5875/93.**

Vonnisskuldenaar: **S. P. Segabutle** en **M. M. Segabutle.**

*Eiendom:* Leasehold Stand No. 1022 DD, Soshanguve Residential Area of Soshanguve, District of the District Representative Department of Development Aid, Soshanguve.

*Groot:* 987 (nege agt sewe) vierkante meter;

*Gehou:* Kragtens Akte van Transport T30252/92 (voorheen Sertifikaat van Reg van Huurpag).

*Beskrywing:* Drie slaapkamers, badkamer, kombuis, sitkamer.

*Verw:* Mnr. Coetzee/RL/191/93.

*Terme:* Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju, binne dertig (30) dae na datum van die verkoping verstrek te word.

Die koper moet afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die vonnisskuldeiser.

Geteken te Pretoria op hierdie 11de dag van Junie 1993.

H. L. Coetzee, vir Coetzee, S.A.L.U-gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/RL.)

Case 33003/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Guillaume Johannes Luus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

*Certain:* Unit comprising Section 8, and its undivided share in the common property in the Senator Towers, Sectional Title Scheme.

*Area:* 49 (forty-nine) square metres.

*Situation:* Unit 8, Senator Towers, Hancock Street, Joubert Park.

*Improvements* (not guaranteed): A bachelor's flat consisting of bathroom, lounge and kitchen.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on this the 15th day of June 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC2.)

Case 10559/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Leon Martin Swart**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 23 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

*Certain:* Erf 1197, Witpoortjie Extension 1 Township, Registration Division IQ, Transvaal.

*Area:* 1 158 (one thousand one hundred and fifty-eight) square metres.

*Situation:* 458 Java Street, Witpoortjie Extension 1.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, servants' quarters, garage, swimming-pool with pre-cast wall on sides and back.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 15th day of June 1993.

F. R. J. Jansen, for Janen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN141:NP49.)

Saak 17900/92  
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Bankorp Bpk.**, Eiser, en **Boniface Moeketsi Mokhele**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak sal 'n verkoping gehou word op 22 Julie 1993 om 10:00, by die kantore van die Balju, Johannesburg te 131 Marshallstraat, Johannesburg, van die ondergemelde eiendom:

Sekere Erf 5438, Pimville Zone 5-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 322 (driehonderd twee-en-twintig) vierkante meter, geleë te 5438 Zone 5, Pimville, Johannesburg.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met teëldak, klinkersteenmure en met plaveisel.



Bestaande uit sitkamer, eetkamer, studêerkamer, badkamer, toilet en kombuis.

Buitegeboue bestaande uit motorhuis en motorafdak.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, te Johannesburg, Marshallstraat 131, Johannesburg, of die Eiser se prokureurs, Blakes Ing., te die Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 17de dag van Mei 1993.

D. J. Rens, vir Blakes, Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Verw. mnr. Rens/IVDB/RRM040.)

Saak 9067/91

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Brush-Up Paint & Hardware**, Eksekusieskuldeiser, en **Gary Black**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof, op 20 November 1991, en 'n lasbrief vir eksekusie gedateer 26 November 1991, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju, Benoni, voor die Landdroskantoor te Harpurlaan, Benoni, op Woensdag, 28 Julie 1993 om 11:00:

Erf 4646, Northmead-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te 14de Laan 40, Northmead, Benoni, groot 1 813 vierkante meter.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis met sinkdak bestaande uit sitkamer, drieslaapkamers, eetkamer, badkamer, toilet en kombuis. Buitegeboue bestaan uit 'n woonstel.

*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Princessaan, Benoni.

2. Die verkoping gesied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. *Koopprys is soos volg betaalbaar:*

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 16de dag van Junie 1993.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. (Tel. 845-3216.) (Verw. mnr. De Heus/mev. Herbst/78404.)

Saak 292/91

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou-Nasionale Bouvereniging Bpk.**, Eksekusieskuldeiser, en **Johannes Masilo**, Eerste Eksekusieskuldenaar, en **Phyllicia Mngomezulu**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof, op 1 Maart 1991, en 'n lasbrief vir eksekusie gedateer 12 Maart 1991, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju, voor die kantoor van die Balju, te Prince Georgelaan 439, Brakpan, op Vrydag, 6 Augustus 1993 om 11:00:

Die reg, titel en belang in Huurpag van Erf 18407, Tsakane-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 544 (vyfhonderd vier-en-veertig) vierkante meter, geleë te Erf 18407, Tsakane-uitbreiding 8-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, drie slaapkamers, badkamer en kombuis.

*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. *Koopprys is soos volg betaalbaar:*

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank- of bouvereniging verseker word.

Gedateer te Benoni op hierdie 17de dag van Junie 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 845-3216.)

Saak 21941/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **Mpoka Thomas Morudu**, Eerste Verweerder, en **Makgethoa Emily Morudu**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof, op 1 Desember 1992, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 23 Julie 1993 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort, (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word.

**Sekere:** Die reg, titel en belang in die onroerende eiendom bekend as Erf 704, Blok BB, Soshanguve, geleë in die woongebied van Soshanguve, groot 450 (vierhonderd-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 704.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit 'n verdieping, kombuis, drie slaapkamers, woonkamer, badkamer toegerus en sit/eetkamer.

*Die wenslike verkoopvoorwaardes is:*

- (a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.
- (b) Onmiddellik na die verkoping sal die Koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Soshanguve.
- (c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordrag-kostes, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.
- (d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.
- (e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Soshanguve.

Geteken te Pretoria op hierdie 11de dag van Junie 1993.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/ML/R9023.)

Saak 1968/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **Aletta Dikeledi Mothoa**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 2 Maart 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 23 Julie 1993 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word.

**Sekere** die reg, titel en belang in die onroerende eiendom bekend as Erf 1937, Blok GG, Soshanguve, geleë in die woongebied van Soshanguve, groot 750 (sewehonderd-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 2364/90.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit 'n verdieping, kombuis, twee slaapkamers, woonkamer sonder geriewe, badkamer, sitkamer/eetkamer.

*Die wesenlike verkoopvoorwaardes is:*

- (a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.
- (b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Soshanguve.
- (c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordrag-kostes, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.
- (d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant by ondertekening van verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.
- (e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Soshanguve.

Geteken te Pretoria op hierdie 10de dag van Junie 1993.

G. F. T. Snyman, Vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/ML/R9121.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI

In the matter between **Nedcor Bank Ltd** (formerly known as Nedperm Bank Ltd), Plaintiff, and **Nelson Morris Nkwanyana**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 9 December 1992, the property listed hereunder will be sold in execution on Wednesday, 28 July 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 1824, Township of Wattville, Registration Division IR, Transvaal, measuring 291 (two hundred and ninety-one) square metres, known as 1824 Sesedi Street, Wattville, Benoni.

The property is zoned Residential in terms of the relevant town-planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows:

*Main building:* Bricks under iron detached single-storey residence comprising three bedrooms, bathroom, kitchen and lounge.

*Outbuildings:* Garage plus room. *Fencing:* Wire. Fairly kept plastered house with pitched iron roof.

*The material conditions of sale are:*

(a) The sale will be held by public auction and without reserve and will be voetstoots.

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrates' Courts Office, Benoni.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18% (eighteen per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) The property shall be sold subject to any existing tenancy.

(f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 3rd day of May 1993.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorney, Second Floor, Permanent Building, 47 Prince's Avenue, P.O. Box 52, Benoni. (Tel. 845-2700.) (Ref. Mrs Kok.)

Case 5515/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BRAKPAN HELD AT BRAKPAN

In the matter between **P. J. Badenhorst**, Plaintiff, and **Mrs M. E. Wagner**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan, and writ of execution dated 8 September 1992, the property listed hereunder will be sold in execution on 6 August 1993 at 15:00, at the premises of the Deputy Sheriff of Magistrate, 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 568, Township of Edelweiss Extension 1, measuring 780 square metres, held by Deed of Transfer T45653/1991.

The property is defined as a Residential stand, situated at 35 Katjie Piering Street, Edelweiss, Springs.

No warrant or undertaking is given in relation to the nature of the improvements, which are described as follows:

*Main building:* Lounge, dining-room, kitchen, bathroom, toilet and three bedrooms.

*Construction:* Brick walls and roof—corrugated iron.

*Outbuildings:* Garage plus car-port.

*The material conditions of sale are:*

(a) The sale will be held by public auction and without reserve and will be sold voetstoots.

(b) Immediately after the sale the purchaser shall sign the conditions of sale, which can be inspected at the Sheriff of the Court's Office, 66 Fourth Street, Springs.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, etc.

(d) The purchase price shall be paid as to 10% (ten per cent) thereof or R500 (five hundred rand) whichever is the greater, on the day of the sale and the unpaid balance, together with interest on the full amount of the Judgment Creditor's claim at the rate specified in the full conditions of sale to date of payment, within 14 (fourteen) days to be paid or secured by a bank or building society guarantee.



(e) The property shall be sold subject to any existing tenancy.

(f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit for the benefit of the Execution Creditor the deposit referred to in (d) above, without prejudice to any claim against him for damages.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Brakpan on this the 11th day of June 1993.

Trollip, Cowling & Janeke, 610 Voortrekker Road, Brakpan. (Tel. 744-3924.)

**Saak 256/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK WOLMARANSSTAD GEHOU TE WOLMARANSSTAD**

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **P. F. Joubert**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 24 Mei 1993, sal die hieronder vermelde eiendom verkoop word op Vrydag, 16 Julie 1993 om 10:00, voor die Landdroskantoor, Piet Retiefstraat, Wolmaransstad, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 32, geleë in die dorp Wolmaransstad, Registrasieafdeling HO, Transvaal, groot 2 855 vierkante meter, gehou kragtens Akte van Transport T45172/92.

Die eiendom is verbeter en geleë te Leydsstraat 3, Wolmaransstad.

*Voorwaardes:* Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, lê in die Balju vir die Landdroshof, Wolmaransstad, se kantoor ter insae en is die belangrikste bepalinge daarvan die volgende:

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprijs plus 4% (vier persent) Balju se kommissie aan die Balju, Wolmaransstad, betaal en vir die balans van die koopprijs moet die koper 'n bank- en/of bouverenigingwaarborg aan die Balju, Wolmaransstad, lewer binne een-en-twintig (21) dae na datum van die verkoping.

2. Die koper sal verplig wees om onmiddellik nadat die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

3. Die koper sal aanspreeklik wees vir hereregte en/of B.T.W., transportkoste, plus B.T.W., agterstallige belastinge, indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Wolmaransstad op hierdie 14de dag van Junie 1993.

Coetzee & Van der Merwe, Prokureurs vir Eiser, Krugerstraat 30A, Posbus 12, Wolmaransstad.

**Case 26276/92**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Cassim Sheik**, First Defendant, and **Shirin Cassim Sheik**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 433, Mayfair West Township, Registration Division IQ, Transvaal, area 496 (four hundred and ninety-six) square metres.

*Situation:* 97 St Fillans Avenue, Mayfair West.

*Improvements* (not guaranteed): A house under iron roof consisting of four bedrooms, bathroom, kitchen/dining-room, lounge, garage, servants' quarters, servant's toilet with pre-cast and brick walls around property.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000, either in cash or Bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on the 11th day of June 1993.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N5: NT239.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **V. I. D. Mostak**, Verweerder

Ingevolge 'n vonnis in die Oberholzer Landdroshof en 'n lasbrief vir eksekusie gedateer te Carletonville op 26 April 1993, sal die ondervermelde eiendom op 16 Julie 1993 om 10:00, voor die Landdroskantoor, Oberholzer, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Stasiestraat 47, Oberholzer:

Erf 741, Welverdiend, Registrasieafdeling IQ, Transvaal, groot 887 (agthonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T9592/86.

Gedateer te Carletonville op hierdie 8ste dag van Junie 1993.

J. Moodie, vir Jooste Slabbert & Moodie, Proteagebou, Palladiumstraat, Carletonville.

Saak 2685/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **V. I. D. Mostak**, Verweerder

Ingevolge 'n vonnis in die Oberholzer Landdroshof en 'n lasbrief vir eksekusie gedateer te Carletonville op 26 April 1993, sal die ondervermelde eiendom op 16 Julie 1993 om 10:00, voor die Landdroskantoor, Oberholzer, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Stasiestraat 47, Oberholzer:

Erf 887, Welverdiend, Registrasieafdeling IQ, Transvaal, groot 1 056 (eenduisend ses-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T76068/91.

Gedateer te Carletonville op hierdie 8ste dag van Junie 1993.

J. Moodie, vir Jooste Slabbert & Moodie, Proteagebou, Palladiumstraat, Carletonville.

Saak 2685/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **V. I. D. Mostak**, Verweerder

Ingevolge 'n vonnis in die Oberholzer Landdroshof en 'n lasbrief vir eksekusie gedateer te Carletonville op 26 April 1993, sal die ondervermelde eiendom op 16 Julie 1993 om 10:00, voor die Landdroskantoor, Oberholzer, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Stasiestraat 47, Oberholzer:

Erf 557, Welverdiend, Registrasieafdeling IQ, Transvaal, groot 1 049 (eenduisend nege-en-veertig) vierkante meter, gehou kragtens Akte van Transport T14569/89.

Gedateer te Carletonville op hierdie 8ste dag van Junie 1993.

J. Moodie, vir Jooste Slabbert & Moodie, Proteagebou, Palladiumstraat, Carletonville.

Case 11269/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Keith Victor Felix**, First Defendant, and **Geroma Felicity Felix**, Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 24 November 1992, and a warrant of execution, the undermentioned property will be sold on 30 July 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain Erf:* Portion 168 of Erf 846, Reigerpark Extension 1, known as 1 Springer Circle, Reigerpark Extension 1, Boksburg, measuring 165 (one hundred and fifty-six) square metres, held under Deed of Transfer T33550/87.

*Improvements:* Single storey dwelling with tiled roof, consisting of four bedrooms, lounge, dining-room, kitchen and bathroom.

(To the best of our knowledge and information).

*Terms and conditions:*

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff's fees.

3. The purchaser shall be liable for all outstanding rates and taxes.

4. The complete conditions of sale may be inspected at the office of the Deputy Sheriff, Boksburg.

Dated at Boksburg on this the 15th day of June 1993.

J. Matthee, for Malherbe, Rigg & Ranwell, Attorneys for Plaintiff, United Building, Second Floor, Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. Coll/AM/DC/lo.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Shaun Mantle**, First Defendant, and **Penelope Anne Kent**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 364, Crown Gardens Township, Registration Division IR, Transvaal, area 570 (five hundred and seventy) square metres.

*Situation:* 117 Baltimore Street, Crown Gardens, Johannesburg.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, garage, swimming-pool, servants' quarters, servant's toilet with pre-cast and brick walls around property.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100 (one hundred rand) and all prospective purchasers are required prior to the sale to pay the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on the 11th day of June 1993.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N5: NT148.)

Saak 434/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Dimakatso Rebecca Makgetha**, Verweerder

Ingevolge 'n uitspraak van die Landdros, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 26 April 1993, sal die ondervermelde eiendom op Vrydag, 23 Julie 1993 om 09:00, te Balju van die Landdroshof, Colonial Mutual-gebou, Andersonstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en aanspraak in die huurpag ten opsigte van Perseel 1285, Khuma-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 272 (tweehonderd twee-en-sewentig) vierkante meter.

*Onderhewig aan die volgende voorwaardes:*

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe, 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, Nedperm Bank Beperk.

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees:

'n Enkelverdiepingwoning na bewering bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

*Buitegeboue:* Geen.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Stilfontein, Colonial Mutual-gebou, Andersonstraat, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 10de dag van Junie 1993.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, S.A. Permanente-gebou, Boomstraat 27, Posbus 22, Klerksdorp, 2570.

Case 8668/89

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ROODEPOORT HELD AT ROODEPOORT

In the matter between **Nedperm Bank Ltd**, now known as **Nedcor Bank Ltd**, Execution Creditor, and **John Stephen Enslin Campbell**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 28 September 1990, the following property will be sold in execution on Friday, 23 July 1993 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 338, Roodepoort North Township, Registration Division IQ, Transvaal, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T4653/83, known as 115 Sixth Avenue, Roodepoort North.



Upon which is erected a detached dwelling of plastered walls under an iron roof, said to contain a lounge, dining-room, three bedrooms, kitchen, bathroom, outside room, outside store-room, in regard to which, however, nothing is guaranteed.

*Terms:* R5 000 (five thousand rand) or 10% (ten per cent) of the purchase price, whichever is the highest, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 30 (thirty) days, the purchaser to pay transfer costs, rates, etc.

The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort.

Dated the 10th day of June 1993.

Louw & Heyl-Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/891045/14280.)

**Case 5501/92**

# IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **Naile Burial Society**, Plaintiff, and **Empi Shadrack Phetla**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 30 July 1992, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 23 July 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All right, title and interest in and to the right of leasehold in respect of certain Erf 1490, Vosloorus Extension 1, situated on 1490 Mokgotla Street, Vosloorus, District of Boksburg, measuring 261 (two hundred and sixty-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Asbestos roof, two bedrooms, living-room, kitchen and bathroom.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 23rd day of April 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666/7.) (Ref. M2191A/EA.)

**Saak 501/93**

# IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **N. J. Paola**, Verweerder

agter 'n uitspraak van bogemelde Agbare Hof, gedateer 15 Mei 1993, en 'n daaropvolgende lasbrief vir eksekusie van die volgende eiendom op Vrydag, 23 Julie 1993 om 11:00, te Kamer 83, Landdroskantoor, Bethal, in eksekusie verkooplik:

1 600, geleë in die dorp Bethal, Registrasieafdeling IS, Transvaal, root 2 855 (tweeëuisend agthonderd vyf-en-tagtig) vier meter, gehou kragtens Akte van Transport T23083/45, bestaande uit 'n woonhuis met buitegeboue.

*Voorwaardes:* Die volle verkoopvoorwaardes is ter insae beskikbaar by die Balju van die Landdroshof, Bethal, en die eerste bepalings daarvan is soos volg:

Die eiendom word sonder reserve en aan die hoogste bieder verkoop.

Die koper sal 10% van die koopprijs betaal op datum van die verkoping en die balans koopprijs tesame met die rente binne 30 (dertig) dae na datum van verkoping verseker word deur middel van 'n goedgekeurde bank- en/of ander org.

Die eiendom word voetstoots verkoop en origens op dieselfde bepalings en voorwaardes as wat voorkom in die Akte van Transport waarkragtens die eiendom tans gehou word.

Die eiendom word verkoop onderhewig aan die bepalings van reëls soos neergelê deur die Wet op Landdroshowe.

Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju van die Landdroshof verduidelik in lê ter insae by die kantoor van die Balju van die Landdroshof te Bethal.

geteken te Bethal op hierdie 8ste dag van Junie 1993.

K. Cronje, vir Cohen, Pretorius & Cronje, Prokureur vir Eiser, Feldcogebou, Clerqstraat, Posbus 63, Bethal, 2310.

**Case 8651/92**

# IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **Anchor Estates CC**, Plaintiff, and **Manyenga Andrew Mashava**, Defendant

pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 September 1992, and writ of execution pursuant thereto the property listed hereunder will be sold in execution on 23 July 1993 at 11:15, at the Sheriff's Office, Leeuwpoot Street, Boksburg, to the highest bidder:

certain Erf 1675, Dawn Park Extension 19, situated on 83 Galahad Way, Dawn Park, District of Boksburg, measuring 975 (hundred and seventy-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling under tiled roof, three bedrooms, lounge, dining-room, kitchen, two bathrooms, entrance-hall and lock-up garage.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 14th day of June 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666/7.) (Ref. A2092E/A. Hartman.)

## Case 200/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI

In the matter between **NBS Bank Ltd**, formerly known as Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Thobile Wilberforce Mthi**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 31 March 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 28 July 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

*Certain:* All the right, title and interest in the leasehold in respect of Erf 4689, Etwatwa Extension 1 Township, Registration Division IR, Transvaal, situated on 4689 Etwatwa Extension 1, Daveyton, in the Township of Daveyton, District of Benoni, measuring 400 (four hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni.

Dated at Benoni on this the 16th day of June 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666/7.) (Ref. NB7504/Mrs Mattheys.); Hammond Pole & Dixon, 75 Elston Avenue, Benoni.

## Case 7083/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Olivier Painting and Tiling Contractor CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, at 10:00, on Friday, 23 July 1993, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

*Certain:* Erf 746, Helderkrui Extension 1 Township, Registration Division IQ, Transvaal, area 1 565 (one thousand five hundred and sixty-five) square metres, situation 1 Mirage Drive, Helderkrui Extension 1.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, double garage, swimming-pool, servants' quarters with precast walls around property.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on 8 June 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N141:NP39.)

## Saak 1879/83

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **Z. M. Stuurman**, en **Mev. T. J. Stuurman**, Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 14 April 1993 toegestaan is, op 16 Julie 1993 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 1799, kwaGuqa, Witbank, Registrasieafdeling JS, Transvaal, groot 220 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport TL47657A/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 16de dag van Junie 1993.

Zak Ferreira Ing., Prokureurs vir Eksekusieskuldeiser, Northey Forum, Northeystraat, Posbus 2799, Witbank, 1035.  
(Verw. IPF/Mev. Pieterse.)

Saak 2090/92

### IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Rose Boitumelo Mabitsela**, Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 22 Julie 1992, sal die ondervermelde eiendom geregtelik verkoop word op 23 Julie 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2815, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 308 vierkante meter, gehou kragtens Akte van Transport T47881/89, bekend as Kepabisastraat 2815, Mohlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdieping woonhuis onder 'n sinkdak wat bestaan uit 'n slaapkamer, kombuis, gekombineerde sit-/eetkamer, die buitegeboue bestaan uit 'n motorhuis en 'n kamer, die perseel is omhein met draad.

Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

**Voorwaardes:** R5 000 of 10% van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastinge, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N429.)

Saak 850/91

### IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Sebololo Aaron Makinta**, Eerste Verweerder, en **Meisie Elizabeth Makinta**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 17 Mei 1993, sal die ondervermelde eiendom geregtelik verkoop word op 23 Julie 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 1466, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 261 vierkante meter, gehou kragtens Sertifikat van Geregistreerde Huurpag TL44282/89 bekend as Erf 1466, Mohlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdieping woonhuis onder 'n sinkdak wat bestaan uit 'n slaapkamer, kombuis en sitkamer. Die buitegeboue bestaan uit 'n motorhuis en 'n kamer en die perseel is omhein met draad.

Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

**Voorwaardes:** R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastinge, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

Die eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N184.)



Case 20357/92  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Domingo John Mabunda**, First Execution Debtor, and **Grace Phongola**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 16 July 1993 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

**Certain:** All right, title and interest in and to the leasehold in respect of Erf 15335, situated in the Township of Tsakane Extension 5, Registration Division IR, Transvaal, being 15335, Tsakane Extension 5, Brakpan, measuring 240 (two hundred and forty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this day of 9 June 1993.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg. (Ref. Mr Webber/amvb.); P.O. Box 61677, Marshalltown. (Tel. 838-5451.)

Case 4423/93  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **907 Westway CC (CK90/11783/23)**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, 21 July 1993 at 10:00, the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, prior to the sale:

**Certain:** Erf 907, situated in the Township of Douglasdale Extension 59, Registration Division IQ, Transvaal, being 907 Westway Street, Douglasdale Extension 59, Randburg, measuring 1 524 (one thousand five hundred and twenty-four) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

The property is a vacant stand.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 9th day of July 1993.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg. (Ref. Mr Webber/amvb.); P.O. Box 61677, Marshalltown. (Tel. 838-5451.)

Saak 6555/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Willem Johannes Volschenk**, Eerste Verweerder, en **Bianahina Volschenk**, Tweede Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 20 Julie 1993 om 10:00, by die kantore van die Balju, Pretoria-Noord, te Sinodalesentrum, NG Kerk, Visagiestraat 234, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 27 April 1993, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-Noord, te Visagiestraat 228, Pretoria, Sesde Straat 65, Jan Niemandpark, met aktebeskrywing:

Gedeelte 1 van Erf 237, in die dorp Jan Niemandpark, Registrasieafdeling JR, Transvaal, groot 744 (sewe vier vier) vierkante meter, gehou kragtens Transportakte T77278/91 en verbind ten gunste van die Eiser onder Verbandakte B89755/91.

Die eiendom bestaan uit sitkamer, eetkamer, drie slaapkamers, badkamer en kombuis.

Die eiendom sal verkoop word sonder 'n reserwe, maar onderhewig aan die bepalings van reël 46 van die Hooggeregshof, Wet No. 59 van 1959, soos gewysig, aan die hoogste bieder en onderhewig aan die terme en voorwaardes van die Wet en Reëls daaronder uitgevaardig, asook die terme van die titelakte waar dit van toepassing is.

*Die verkoopprys sal soos volg wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 21,5% (een-en-twintig komma vyf perent) per jaar en aan die verbandhouer teen 21,5% (een-en-twintig komma vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Noordoos, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hede die 9de dag van Junie 1993.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria.  
(Tel. 322-6951.) (Verw. WJ Rieker/m Swanepoel/61/440/4.)

Saak 23195/91

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.**, Eiser, en **M. G. Mothoa**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 10 November 1992, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 13 Julie 1993 om 13:00:

Erf 2899, geleë in die dorpsgebied Ekangala, in die distrik Mkobola, grootte 233 vierkante meter, gehou kragtens Grondbrief 574/88. (Die eiendom is ook beter bekend as Huis 2899, Blok D, Ekangala.)

*Plek van verkoping:* Die verkoping sal plaasvind te die kantore van die Balju, Ekangala, Landdroeskantoor Ekangala.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n dak, bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer. Elektriese stoom en geiser.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 9de dag van Junie 1993.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria.  
(Tel. 325-3933.) (Verw. Vd Burg/avdp/F.5026/B1.)

Case 31388/92  
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Charlotte Henrietta Kaas**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 4574, Eldorado Park Extension 8 Township, Registration Division IQ, Transvaal, area 319 (three hundred and nineteen) square metres, situated at 9 Abraham Andrews Street, Eldorado Park Extension 8, 1812.

*Improvements (not guaranteed):* A house under asbestos roof consisting of two bedrooms, outside bathroom, kitchen, lounge with wire fence around property.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 8 June 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N5:NT273.)

Case 22282/92  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Charles Edwards**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1592, Eldorado Park Township, Registration Division IQ, Transvaal, area 278 (two hundred and seventy-eight) square metres, situated at 37 Klip Crescent, Eldorado Park, Johannesburg.

*Improvements* (not guaranteed): A house under asbestos roof consisting of two bedrooms, kitchen, lounge with outside shower and toilet.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 8 June 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N5:NT204.)

Case 2912/93  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mark Donald Davy**, First Defendant and **Ruwayda Davy**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday 23 July 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 15 of Erf 461 (reserve) Maraisburg Township, Registration Division IQ, Transvaal, area 1159 (one thousand one hundred and fifty-nine) square metres, situated at 14 Sixth Street, Maraisburg, Roodepoort.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, garage, swimming-pool with precast walls around property.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 8 June 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N141:NP17.)

Case 1794/93  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Robert William Lohr**, First Defendant, and **Kathryn Louise Lohr**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 1 of Erf 125, Turffonein Township, Registration Division IR, Transvaal, area 372 (three hundred and seventy-two) square metres, situated at 154 Park Crescent, Turffontein Township.



**Improvements** (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, entrance-hall, kitchen, lounge with entrance-hall, dining-room, garage, servants' quarters with toilet.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 8 June 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N5:NT299.)

Case 1205/93

### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SPRINGS HELD AT SPRINGS

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **P. R. Marneweck**, First Defendant, and **E. C. Marneweck**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 30 March 1993, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 July 1993 at 10:00, at the premises of the Magistrate's Court, Dolomite Street, Delmas, to the highest bidder:

**Property (1):** Erf 534, Delmas Extension 2, Delmas, Registration Division IR, Transvaal, measuring 1 036 square metres, postal address 4 Strydom Street, Delmas Extension 2, Delmas.

**Improvements** (but nothing is guaranteed in respect hereof): Brick building with corrugated iron roof, kitchen, lounge, three bedrooms, bathroom/toilet and garage.

1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended), and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. Transfer shall be affected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Delmas, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Springs on this 8th day of June 1993.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/N93011.)

Saak 23240/91

### IN DIE HOOGEREGSHOF VAN SUID-AFRIKA (Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedperm Bank Bpk.**, Eiser, en **Aljou Eiendomse Beslote Korporasie**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in ondergemelde saak, soos deur Nedperm Bank Bpk., verkry sal verkoping sonder 'n reserwe prys gehou word te Balju Cullinan, voor die Landdroskantoor, Cullinan, op 16 Julie 1993 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusieafslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Cullinan, Corneliusstraat 41, Bronkhorstspuit, voor die verkoping ter insae sal lê.

**Sekere:** Gedeelte 44 (gedeelte van Gedeelte 2) van die plaas Leeuwkloof 285, Registrasieafdeling JR, Transvaal, groot 21,4161 (een-en-twintig komma vier een ses een) hektaar, gehou kragtens Akte van Transport T46148/91, beskrywing die eiendom bestaan uit plaas/plot met woonhuis met plat sinkdak bestaande uit twee slaapkamers, een en 'n halwe badkamers, kombuis, sitkamer, eetkamer, gesinskamer, motorhuis, afdak en bediendekwartiere. 'n Tweede woonhuis met twee slaapkamers, badkamer, kombuis, eetkamer, sitkamer en garage. 'n Woonstel met plat sinkdak bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer. Die eiendom is met draad omhein en word van boorgatwater voorsien.

**Terme:** Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen die transport en verseker te word deur 'n waarborg van 'n bank- of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne dertig (30) dae na datum van die verkoping verstrekkend word.

Die koper moet afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige betalings en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureur van die vonnisskuldeiser.

Geteken te Pretoria op hierdie 11de dag van Junie 1993.

Coetzee Prokureurs, S.A.L.U.-gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/RL/391/93.)



Saak 08980/92

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**  
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Applikant, en **Nicolaas Vlok**, Resondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 4 Augustus 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 15 Julie 1993 om 10:00, by die kantore van die Balju te Kempstonlaan 49, Benoni, aan die hoogste bieder:

(a) Deel 1, soos aangetoon en volledig beskryf op Deelplan SS 1/89, in die skema bekend as Crystal Park Mews, ten opsigte van die grond en gebou of geboue geleë te Crystalpark-dorpsgebied, Plaaslike Bestuur van Benoni, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 157 (eenhonderd sewe-en-vyftig) vierkante meter groot is; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken. Gehou kragtens Sertifikaat van Geregistreeerde Deeltitel ST1/89 (1) (Unit). Die bogemelde eiendom is geleë te Crystal Park Mews 14, Saldanhastraat, Crystal Park, Benoni.

Die eiendom bestaan uit dubbelverdiepingwoning, vier slaapkamers, twee badkamers, toilet, sit/eetkamer, kombuis en dubbel motorafdak.

**Terme en voorwaardes:**

1. Die reserweprys is R105 371,85 tesame met rente teen 16% (sestien persent) per jaar vanaf 13 Mei 1993.  
2. **Terme:** Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

3. **Voorwaardes:** Die volle voorwaardes van verkoping wat deur die Adjunk-Balju van onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunk-Balju.

Geteken te Johannesburg op hierdie 19de dag van mei 1993.

Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Faks. (011) 331-9700.] (Verw. AvAswegen/db/V95.)

**Case 34839/91**  
**PH 388**

**IN THE SUPREME COURT OF SOUTH AFRICA**  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Baheng Henry Mashinini**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

**Certain:** Erf 95, Eldorado Estate Township, Registration Division IQ, Transvaal, area 786 (seven hundred and eighty-six) square metres, situation 11 Ara Road, 142 Sterre Road, Eldorado Estate.

**Improvements** (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and garage.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3%, (three per cent) with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on this the 8th day of June 1993.

F. R. J. Jansen, for Jansen Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5/NT31.)

**Case 4426/93**  
**PH 104**

**IN THE SUPREME COURT OF SOUTH AFRICA**  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Lekotoko Phillip**, First Execution Creditor, and **Lekotoko Masokwane Rose**, Second Execution Creditor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned leasehold of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

**Certain** all right, title and interest in the leasehold in respect of Lot 12232, situated in the Township of Meadowlands, Registration Division IQ, Transvaal, being 12232 Meadowlands, Johannesburg, measuring 231 (two hundred and thirty-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms and one and a half bathrooms.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R100 (one hundred rand).

Dated at Johannesburg this 10th day of June 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt.)

**Case 2689/93**

### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SPRINGS HELD AT SPRINGS

In the matter between **Nedcor Bank Ltd**, Plaintiff and **Hendrik Frederik Rudolph Gerber**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 4 May 1993, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 July 1993 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

**Property (1):** Erf 449, Selection Park, Springs, Registration Division IR, Transvaal, measuring 1 226 (one thousand two hundred and twenty-six) square metres.

**Postal address:** 47 Allen Road, Selection Park, Springs.

**Improvements (but nothing is guaranteed in respect hereof):** Brick building with tiled roof, lounge, dining-room, three bedrooms, two and a half bathrooms, garage, servants' quarters and toilet.

1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Springs on this the 8th day of June 1993.

J. H. Van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/N93021.)

**Case 4254/89**

### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SPRINGS HELD AT SPRINGS

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **G. H. Hunter**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 19 June 1989, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 July 1993 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

**Property (1):** Erf 164, Dersley, Springs, Registration Division IR, Transvaal, measuring 1 699 (one thousand six hundred and ninety-nine) square metres.

**Postal address:** 5 Cloverfield Road, Dersley, Springs.

**Improvements (but nothing is guaranteed in respect hereof):** Brick building with tiled roof, five bedrooms, two bathrooms, kitchen, dining-room, lounge, TV-room, study-room, double garage, servants' quarters, outside toilet and swimming-pool.

1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Springs this 8th day of June 1993.

J. H. Van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/S89085.)

Case 2348/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SPRINGS HELD AT SPRINGS

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **S. Kartapanis**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 10 April 1991, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 July 1993 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

**Property (1):** Erf 684, Casseldale, Springs, Registration Division IR, Transvaal, measuring 1 112 (one thousand one hundred and twelve) square metres.

**Postal address:** 60 Broom Street, Casseldale, Springs.

**Improvements (but nothing is guaranteed in respect hereof):** Brick building with tiled roof, three bedrooms, bathroom, toilet, kitchen, dining-room, lounge, double garage, laundry and toilet.

1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Springs on this the 11th day of June 1993.

J. H. Van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/N91044.)

Case 6130/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Shaik Raiman Moodeen**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the salesrooms of the Sheriff, Pretoria North-east, 234 Visagie Street, Pretoria on Tuesday, 20 July 1993 at 10:00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 5399, situated in the Township of Eersterust Extension 6, Registration Division JR, Transvaal (also known as 434 Selbourne Avenue, Eersterust Extension 6, Pretoria), measuring 336 (three hundred and thirty-six) square metres, held by Deed of Transfer T46415/90, subject to the conditions contained therein and specially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling with tiled roof consisting of lounge, kitchen, two bedrooms, bathroom/w.c. and brick fencing.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer's charges on the first R20 000 and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 4th day of June 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320 8500.] (Ref. EME/ep S506/93.)

Case 3239/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)In the matter between **The African Bank Ltd**, Plaintiff, and **Tshidiso Gerald Phiri**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria North on Friday, 23 July 1993 at 11:00, at the office of the Sheriff Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills, old Warmbaths Road, Bon Accord) of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

All right title and interest in the property described at Site 11334, Mamelodi Township, Registration Division JR, Transvaal, known as 11334 Mamelodi, held under Certificate of Registered Grant of Leasehold TL30056/87, extent 261 square metres.



The following information is furnished, though in this regard nothing is guaranteed: A semi-completed dwelling. Property is fenced.

**Terms:** The sale is with reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Wonderboom, within fourteen (14) days after the sale.

**Conditions:** The conditions of sale may be inspected at the offices of the Sheriff, Portion 83, De Onderstepoort (old Warmbaths Road, Bon Accord).

Dated at Pretoria this 15th day of June 1993.

Plaintiff's Attorney, Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/57143.)

Case 4564/93  
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Eyal-Yehzekel Katz**, First Execution Debtor, and **Sherilyn Katz**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg on 22 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain remaining extent of Erf 133, situated in the Township of Kew, Registration Division IR, Transvaal, being 40, Third Road, Kew, Johannesburg, measuring 1487 (one thousand four hundred and eighty-seven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen lounge/dining-room, entrance-hall, study, laundry/scullery, pantry, three bedrooms, two and a half bathrooms with outbuildings with similar construction comprising of two carports, servant's room, bathroom and swimming-pool.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R100 (one hundred rand).

Dated at Johannesburg this 10th day of June, 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt.)

Case 10260/93  
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Thamsanqa Elphas Zulu**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg on 22 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 401, situated in the Township of Malvern, Registration Division IR, Transvaal, being 25 26th Street, Malvern, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge, entrance-hall, pantry, five bedrooms, one and a half bathroom with outbuildings with similar construction comprising of garage, three servants' rooms and toilet.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (Five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R100 (one hundred rand).

Dated at Johannesburg this 10th day of June, 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt.)

Case 6325/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT PRETORIA NORTH

In the matter between **NBS Bank Ltd**, Plaintiff, and **Vincent Gordon McEnery**, Defendant

A sale in execution will be held on 30 July 1993 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Erf 2251, situated in Doornpoort Extension 6, Registration Division JR, Transvaal, measuring 1 096 square metres, known as 632 Airport Road, Doornpoort Extension 6.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling, single storey, brick walls, tiled roof, tiles, fitted carpets, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, TV-room, laundry, two pergola/stoeps, two garages, outside w.c. and shower, concrete walls, brick drive and pavings.

The conditions of sale may be inspected at the office of the Sheriff, Wonderboom.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.8796.)

Saak 9988/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Boiaand Bank Bpk.**, Eiser, en **Petrus Cornelius Janse van Rensburg**, Verweerder

Ten uitvoerlegging van 'n vonnis wat die Landdroshof van Pietersburg, toegestaan het op 11 Mei 1992, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 28 Julie 1993 om 14:00, te die Landdroskantoor, Klafflaan, Messina, aan die hoogste bieder, naamlik:

Gedeelte 22 ('n gedeelte van Gedeelte 3) van die plaas Cassel 206, Registrasieafdeling MS, Transvaal, groot 21,4135 (een-en-twintig komma vier een drie vyf) hektaar, gehou kragtens Akte van Transport T50398/89.

Gedeelte 23 ('n gedeelte van Gedeelte 3) van die plaas Cassel 206, Registrasieafdeling MS, Transvaal, groot 21,4146 (een-en-twintig komma vier een vier ses) hektaar, gehou kragtens Akte van Transport T50399/89.

Gedeelte 24 ('n gedeelte van Gedeelte 3) van die plaas Cassel 206, Registrasieafdeling MS, Transvaal, groot 21,4141 (een-en-twintig komma vier een vier een) hektaar, gehou kragtens Akte van Transport T48120/85.

**Terme:** Die veilingskoste plus 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju te Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 10de dag van Junie 1993.

P. C. Calitz, vir Steytler, Nel & Calitz, Eerste Verdieping, Pioniersentrum, Marestraat 52, Posbus 496, Pietersburg, 0700.

Saak 835/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **ABSA Bank Bpk.**, handeldrywende as Allied Bank, Eiser, en **Ernest Olferman van Wyk**, Verweerder

Ten uitvoerlegging van 'n vonnis wat die Landdros van Tzaneen, toegestaan het op 10 Mei 1993, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 30 Julie 1993 om 10:00, by die eiendom te: Leadwood Circle 11, Arbor Park, Tzaneen, aan die hoogste bieder, naamlik:

Erf 2270, geleë in die dorpsgebied Tzaneen-uitbreiding 21, Registrasieafdeling LT, Transvaal, groot 1 371 m<sup>2</sup>, gehou kragtens Transportakte T50976/91.

Die eiendom kan omskryf word soos volg: Woonhuis geleë te Arbor Park, Tzaneen, gebou van steen onder teëldak en bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en aparte toilet.

**Terme:** Die veilingskoste plus 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne dertig (30) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Tzaneen, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 16de dag van Junie 1993.

W. A. H. Nel, vir Steytler Nel & Calitz, p.a. Mosse & Stewart, Eerste Verdieping, Wolkberggebou, Danie Joubertstraat, Tzaneen.

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Narisi Samuel Miya**, First Defendant, and **Khathazile Saraphina Miya**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court for the District of Boksburg, situated at 182 Leeuwpoot Street, Boksburg, on Friday, 23 July 1993 at 11:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of the said Sheriff, situated at 182 Leeuwpoot Street, Boksburg, prior to the sale. Such conditions may be inspected at the offices of the said Sheriff:

Erf 207, Township of Windmill Park Extension 3, Registration Division IR, Transvaal, measuring 1 016 (one thousand and sixteen) square metres, held under Deed of Transfer T51383/1992, and situated at 2 Esselen Street, Windmill Park, Boksburg (the property), and which property consists of the following improvements in respect whereof nothing is however warranted or guaranteed:

1. A single-storey dwelling measuring 121 square metres, consisting of lounge, dining-room, three bedrooms, bathroom, shower, toilet and kitchen. This dwelling has carpeted floors.
2. Outbuildings consisting of garage and toilet.
3. The roofs of the dwelling and the outbuildings are of cement, tile and the external walls are of plastered brick.

*Terms:*

1. 10% (ten per cent) of the purchase price must be paid to the said Sheriff in cash on the day of the sale. The balance of the purchase price together with interest thereon at the rate of 16,15% (sixteen comma one five per centum) per annum, calculated daily and compounded monthly, calculated from the date of the sale to the date of registration of transfer, is payable against registration of transfer, and the balance and interest is to be secured by a bank, building society or other acceptable guarantee, or is to be paid in cash. The balance of the purchase price plus the said interest is to be furnished within 14 (fourteen) days from the date of the sale to the Sheriff or the Plaintiff's attorneys.

2. The Sheriff's auctioneer's charges, payable on the day of the sale in execution is calculated at the rate of 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) with a minimum fee of R100 (one hundred rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Should the Sheriff, however, be entitled to a higher charge then such higher charge shall be paid by the purchaser on the date of the sale in execution.

3. The sale shall be subject to Value-Added Tax (VAT) and the purchaser shall be liable to pay the amounts of VAT in respect of the purchase price of the sale, the said Sheriff's charges, advertisement costs and auctioneer's charges.

Dated at Johannesburg this 16th day of June 1993.

Max Cohen, Plaintiff's Attorney, 410 Delbree House, 300 Bree Street, Johannesburg, 2001; P.O. Box 4184, Johannesburg, 2000. (Dx 257 Johannesburg.) (Fax. 29-0274.) (Tel. 333-0046.) (Ref. I. Abdulla.)

Case 10287/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERSBURG HELD AT PIETERSBURG

In the matter between **Saambou Bank Bpk.**, Plaintiff, and **Ms M. B. Kgare**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 2 February 1993, and subsequent warrant of execution the following property will be sold in execution on 4 August 1993 at 14:00, at the offices of the Magistrate, Seshego, namely:

Unit 1156, Zone H, Seshego, District of Seshego, measuring 450 square metres, held under Deed of Grant 245/90, also known as Unit 1156, Zone H, Seshego, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 68 Hans van Rensburg Street, Pietersburg, and contains interalia the following provisions:

1. Ten per cent (10%) of the purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Pietersburg on this the 17th day of June 1993.

H. J. S. Grobler, for Henstock, Green & Grobler, Second Floor, Pionier Building, Landdros Mare Street 52, P.O. Box 65, Pietersburg, 0700. [Tel. (01521) 7-2248.] (Ref. AVDM/WK0015.)



Case 21055/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Adel Investments Ltd**, First Defendant, **Andries Marthinus Potgieter**, Second Defendant, **Drum Rock (Pty) Ltd**, Third Defendant, and **Yesteryear Leisure (Pty) Ltd**, Fourth Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), dated 4 May 1993, in the above matter, a sale by public auction will be held at Le Chateau Hotel, Boekenhoutskloof, Cullinan, on Friday, 16 July 1993 at 14:00, upon conditions which may be inspected at the offices of the Sheriff of the Supreme Court, Cullinan, and which may be inspected at the offices of the Sheriff of the Supreme Court, Cullinan, and which conditions will be read by him before the sale of the following property owned by the First Defendant:

Remaining Extent of Portion 20 (portion of Portion 13) of the farm Oog van Boekenhoutskloof of Tweefontein 288, Registration Division JR, Transvaal, measuring 42,8266 hectares, held by the First Defendant by virtue of Deed of Transfer T17637/1983, also known as the Le Chateau Hotel.

The above property is a hotel consisting of 15 suites, a banquet hall seating 200, a restaurant, bar, two lounges, commercial kitchen, reception area and dungeon. It is fully licensed.

**Terms:** 10% (ten per centum) of the purchase price, in cash, on the date of sale, the balance against transfer, to be secured by an approved bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pretoria on this the 21st day of June 1993.

R. F. Gillett, for Solomon Nicolson Rein & Verster Inc., Attorneys for Plaintiff, Seventh Floor, NBS Building, 259 Pretorius Street, Pretoria. [Tel. (012) 325-2461.] (Ref. R. F. Gillett/G3490.)

Case 5495/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT PRETORIA NORTH

In the matter between **NBS Bank Ltd**, Plaintiff, and **Ernst Rex Venter**, Defendant

A sale in execution will be held on 30 July 1993 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of: Erf 559, situated in Doornpoort, Registration Division JR, Transvaal, measuring 1 120 square metres, known as 335 Raasblaar Road, Doornpoort.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single-storey, brick walls, tiled roof, tiles, fitted carpets, lounge, dining, kitchen, three bedrooms, two bathrooms, two w.c.'s, TV-room, scullary, open stoep, outside w.c, brick walls, screenwall, courtyard and brick pavings.

The conditions of sale may be inspected at the office of the Sheriff, Wonderboom.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9103.)

Saak 1277/91

IN DIE LANDDROSHOF VIR DIE DISTRIK GROBLERSDAL GEHOU TE GROBLERSDAL

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **P. J. Gibhard en mev. A. M. Gibhard**, Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n vonnisverstek wat in bogemelde saak op 9 Desember 1991, toegestaan is, op 23 Julie 1993 om 10:00, te die betrokke perseel, naamlik Jasmynstraat 699, Marble Hall, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Landdroskantoor, Groblersdal, vir 'n tydperk van 10 dae voor die verkoping, te wete:

Sekere Erf 699, geleë in die dorp Marble Hall-uitbreiding 5, Registrasieafdeling JS, Transvaal, groot 1 200 (een twee nul) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T31290/1991.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis met asbesdak bestaande uit drie slaapkamers, eetkamer, sitkamer, gesinskamer, studeerkamer, twee badkamers, jacuzzi en twee motorafdakke.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprijs is betaalbaar by wyse van 'n deposito van 10% (tien per sentum) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal, óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprijs soos deur die Skuldeiser bepaal.

Geteken te Marble Hall op hede die 18de dag van Junie 1993.

A. C. G. Goosen, vir De Beer, Goosen & Kie., Prokureurs vir Eksekusieskuldeiser, De Juregebou, Staatsplein, Posbus 330, Marble Hall, 0450. (Tel. 3187.) (Verw. mnr. Goosen/JK/N75.)

Case 17188/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Johan Etienne Else**, First Defendant, and **Johanna Sophia Helena Else**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the premises, being 83 Third Street, Lichtenburg, on Friday, 16 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Remaining portion of Erf 1748, situated in the Township of Lichtenburg, Registration Division IP, Transvaal (also known as 83 Third Street, Lichtenburg), measuring 1 191 (one thousand one hundred and ninety-one) square metres, held by Deed of Transfer T16621/91, subject to the conditions therein and especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

Dwelling with tiled roof, consisting of entrance-hall, lounge, dining-room, family room, kitchen, laundry, three bedrooms, two bathrooms/w.c., garage, servant's room with w.c., concrete paving and precast fencing.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R20 000 and 3% (three per cent) thereafter in cash, plus Value-Added Tax, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 14th day of June 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1121/91.)

Case 7993/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Jan Hendrik de Jager**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the offices of the Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Portion 16 of Erf 276, situated in the Township of Booyens Extension 1, Registration Division JR, Transvaal (also known as 8 Mintja Street, Booyens Extension 1), measuring 303 (three hundred and three) square metres, held by Deed of Transfer T7147/93, subject to the conditions contained therein and specially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

Dwelling with tiled roof, consisting of lounge/dining-room, kitchen, three bedrooms, two bathrooms/w.c.'s, garage, servant's w.c. and brick fencing.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R20 000 and 3% (three per cent) thereafter in cash, plus Value-Added Tax, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 16th day of June 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S672/93.)

Case 18773/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and **Sylvia Elizabeth Swartz**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 1 of Erf 664, Riverlea Township, Registration Division IQ, Transvaal, area 234 (two hundred and thirty-four) square metres.

*Situation:* 23 Potomac Street, Riverlea, Johannesburg.

*Improvements (not guaranteed):* A house with asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen with precast wall surrounding the property.

**Terms:** 10% (ten per cent) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 3rd day of June 1993.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures.)

**Case 9838/93  
PH 104**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Patrick Thomas Khoza**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 22 July 1993 at 10:00, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 660, situated in the Township of Moriting, Registration Division IR, Transvaal, being 660 Moriting, Kempton Park, measuring 341 (three hundred and forty-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 28th day of May 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt.)

**Case 614/93**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Shaun Collins**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Springs, at 56 12th Street, Springs, on 23 July 1993 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Springs, prior to the sale:

**Certain:** Unit consisting of section 12 as shown and more fully described on Sectional Plan SS89/1984 in the scheme known as Eerstehof, in respect of the land and building or buildings situated at Casseldale Township, in the area of Springs local authority, of which the floor area, according to the said sectional plan is 39 (thirty-nine) square metres; and

An undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

Building built of brick and plaster, tiled roof, comprising lounge, kitchen, bedroom, bathroom and a laundry.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Boksburg on this the 27th day of May 1993.

Hammond, Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Pierce/AU0085 (AU85).]



Saak 5831/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen **NBS Bank Bpk.**, voorheen handeldrywende as Natal Bouvereniging Bpk. (Reg. No. 87/01384/06), Eiser, en **George Paul Cornelius**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 10 Mei 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 22 Julie 1993 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

1. (a) 'n Eenheid bestaande uit Deel 19, soos getoon en vollediger beskryf op Deelplan SS373/91, in die skema bekend as Glen Mykonos, ten opsigte van die grond en gebou of geboue geleë te Erf 1869, Glen Marais-uitbreiding 10-dorpsgebied, plaaslike bestuur, Stadsraad van Kempton Park, van welke deel die vloeroppervlakte, volgens die voormelde deelplan 95 (vyf-en-negentig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond of geboue soos getoon en vollediger beskryf op genoemde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelplannemingskwota van genoemde deel, gespesifiseer in 'n bylae op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST9075/93.

2. 'n Uitsluitlike gebruiksgedebied beskryf as Parkering P13, groot 15 (vyftien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Glen Mykonos, ten opsigte van die grond en gebou of geboue geleë te Erf 1869, Glen Marais-uitbreiding 10-dorpsgebied, plaaslike bestuur, Stadsraad van Kempton Park, soos getoon en vollediger beskryf op Deelplan SS373/91, gehou kragtens Notariële Akte van Sessie, SK645/93.

3. 'n Uitsluitlike gebruiksgedebied beskryf as Parkering P14, groot 17 (sewentien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Glen Mykonos, ten opsigte van die grond en gebou of geboue geleë te Erf 1869, Glen Marais-uitbreiding 10-dorpsgebied, plaaslike bestuur, Stadsraad van Kempton Park, soos getoon en vollediger beskryf op Deelplan SS373/91, gehou kragtens Notariële Akte van Sessie SK645/93.

Die volgende verbeteringe op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: 'n Enkelverdiepingwoonstel bestaande uit sitkamer, drie slaapkamers, twee badkamers, motorhuis, twee toilette, kombuis en swembad in kompleks.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park.

'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 28ste dag van Mei 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M163/MIC309.)

Saak 4309/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Myburgh & Van Wyk**, Eksekusieskuldeiser, en **C. L. van den Berg**, Eksekusieskuldenaar

Geliewe kennis te neem dat 'n uitvoering van 'n vonnis deur die bovermelde Agbare Hof en daaropvolgende lasbrief vir eksekusie, is daar op die ondergenoemde onroerende eiendom beslag gelê.

Geliewe verder kennis te neem dat die onderstaande eiendomme op 23 Julie 1993 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregteelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Gedeeltes 85 en 86, van Buffelshoek 468, JQ, Transvaal, groot 3,6345 (drie komma ses drie vier vyf) en 3,6345 (drie komma ses drie vier vyf) hektaar onderskeidelik.

*Verbeterings:* Onverbeterd.

*Terme:* Tien persent (10%) van die koopprys en afslagsgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bouverenigingwaarborg tot bevrediging van die Eksekusieskuldeiser binne 30 (dertig) dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 27ste dag van Mei 1993.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Brits. (Verw. RVO: M. Botha: M50.)

Saak 41419/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **G. C. Pretorius** (nou Bezuidenhout), Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 10 Julie 1993, sal die onderstaande eiendom op 20 Julie 1993 om 10:00, te die kantoor van die Balju, Pretoria-Noordoos, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregteelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit restant van Gedeelte 1 van Erf 49, geleë in die dorpsgebied Jan Niemandpark, Registrasieafdeling JR, Transvaal, bekend as Jan Coetzeestraat 124, Jan Niemandpark.

*Beskrywing:* Woonhuis bestaande uit sitkamer, eetkamer, badkamer, toilet, drie slaapkamers, kombuis, twee motorhuise, TV-kamer, swembad en omhein met betonmure.

*Verbandhouer(s):* United, Unitedgebou, Pretoriusstraat 243, Pretoria.

*Terme:* Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Noordoos, Visagiestraat 228, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 18de dag van Mei 1993.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis.)

Case 9196/93

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Susanna Catharina van Zweel**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 22 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

*Certain:* Erf 1975, situated in the Township of Birch Acres Extension 6, Registration Division IR, Transvaal, being 14 Geranium Street, Birch Acres Extension 6, Kempton Park, measuring 1 004 (one thousand and four) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, bar, study, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, toilet and swimming-pool.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 25th day of May 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Ref. Foreclosures/bt.) (Tel. 838-5451.)

Saak 4774/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Adriaan Jacobus van der Berg**, Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 20 Julie 1993 om 10:00, voor die kantore van die Balju, Pretoria Sentraal, Sinodalesentrum, Visagiestraat 234, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 7 April 1992, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae sal lê by die Balju, Pretoria Sentraal, Tweede Verdieping, Sinodalesentrum, Visagiestraat 228, Pretoria:

Read Towers 703, Readstraat, Pretoria Sentraal, met aktebeskrywing:

Deel 33, soos getoon en meer vollediger beskryf op Deelplan SS372/85, in die gebou of geboue bekend as Read Towers, geleë te Gedeelte 5, Erf 800, in die dorp Pretoria, Stadsraad van Pretoria, waarvan die vloeroppervlakte volgens genoemde Deelplan 34 (drie vier) vierkante meter groot is, en gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST372/85 (Unit) en verbind ten gunste van die Eiser onder Deelverband SB4734/89.

Die eiendom bestaan uit slaapkamer, sitkamer, eetkamer, kombuis en badkamer.

Die eiendom sal verkoop word sonder 'n reserwe, maar onderhewig aan die bepalinge van Reël 46 van die Hooggeregshofwet, Wet No. 59 van 1959, soos gewysig, aan die hoogste bieder en onderhewig aan die terme en voorwaardes van die wet en reëls daaronder uitgevaardig, asook die terme van die titelakte waar dit van toepassing is.

Die verkoopprys sal soos volg wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 22% (twee-en-twintig per sent) per jaar en aan die verbandhouer teen 22% (twee-en-twintig per sent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria Sentraal, Tweede Verdieping, Sinodalesentrum, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hede die 24ste dag van Mei 1993.

W. J. Riekert, vir Wilsenach Van Wyk Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Riekert/ms/61/174/5.)

**Saak 4269/93**

#### IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **Gregory Humphrey Isaacs**, Eerste Verweerder en **Gloria Belinda Isaacs**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 20 April 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordoos, op 20 Julie 1993 om 10:00, te Sinodale-sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Gedeelte 4 van Erf 5675, geleë in die dorp Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, met straatadres bekend as Tigrislaan 174, Eersterust-uitbreiding 6, groot 867 (agthonderd sewe-en-sestig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, twee slaapkamers, aantrek-kamer, twee badkamers/w.k. en 'n kombuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Sinodale-sentrum, Visagiestraat 228, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. T. du Plessis/an.)

**Saak 4920/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen **NBS Bank Bpk.**, voorheen bekend as Natal Bouvereniging Bpk., (Reg. No. 87/01384/06) Eiser, en **Goitseone T. Mathe**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 19 April 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 29 Julie 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in die Huurpag gehou deur die Verweerder in Erf 659, Moriting-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 328 (driehonderd agt-en-twintig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit toilet, twee slaapkamers, badkamer, kombuis en eetkamer. Buitegeboue bestaan geen.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouverenigingslening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 18de dag van Mei 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M159/MIM869.)

**Saak 73369/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **S. D. Bernardus**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria en 'n lasbrief vir eksekusie gedateer 11 Desember 1992, sal die onderstaande eiendom op 20 Julie 1993 om 10:00, te die kantoor van die Balju Pretoria-Noordoos, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 2970, geleë in die dorpsgebied Eersterust-uitbreiding 4, Registrasieafdeling JR, Transvaal, bekend as Staticeweg 544, Eersterust-uitbreiding 4.



*Beskrywing:* Woonhuis bestaande uit sitkamer, kombuis, toilet, badkamer, twee slaapkamers en motorafdak.

*Verbandhouer(s):* United, Unitedgebou, Pretoriusstraat 243, Pretoria.

*Terme:* Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof Pretoria-Noordoos, Visagiestraat 228, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 19de dag van Mei 1993.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis.)

**Saak 64989/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **J. C. du Preez**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria en 'n lasbrief vir eksekusie gedateer 22 September 1992 sal die onderstaande eiendom op 20 Julie 1993 om 10:00, te die kantoor van die Balju, Pretoria-sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 645, geleë in die dorpsgebied Kilnerpark-uitbreiding 1, Registrasieafdeling JR, Transvaal, bekend as Anna Wilsonstraat 275, Kilnerpark-uitbreiding 1.

*Beskrywing:* Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, toilet, badkamer, drie slaapkamers, twee motorhuise, bediendekamer en toilet.

*Verbandhouer(s):* United, Unitedgebou, Pretoriusstraat 243, Pretoria.

*Terme:* Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof Pretoria-sentraal, Visagiestraat 228, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 24ste dag van Mei 1993.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis.)

**Case 8139/93**

**PH 104**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Execution Creditor, and **Ezekiel Molotsi**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 16 July 1993 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Lot 14998, situated in the Township of Tsakane Extension 5, Registration Division IR, Transvaal, being 14998 Tsakane Extension 5, Brakpan, measuring 520 (five hundred and twenty) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, bedroom and bathroom.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 5th day of June 1993.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref: Mr Webber/amvb.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Zebediel Moeti Mosidi**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Main Entrance-hall of the Magistrate's Court, Vanderbijlpark, on 16 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Site 1603, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1603 Ntsibanyoni Street, Evaton North, Vanderbijlpark, measuring 350 (three hundred and fifty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 5th day of June 1993.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Mr Webber/amvb.)

Saak 4042/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06), voorheen bekend as Natal Bouvereniging Bpk., Eiser, en **George Paul Cornelius**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 5 April 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 22 Julie 1993 om 10:00, by die Baljukaantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

1(a) 'n Eenheid bestaande uit Deel 13, soos getoon en volledig beskryf op Deelplan SS373/91, in die skema bekend as Glyn Mykonos ten opsigte van die grond en gebou of geboue geleë te Erf 1869, Glen Marais-uitbreiding 10-dorpsgebied, Plaaslike Bestuur, Stadsraad van Kempton Park, van welke deel die vloeroppervlakte, volgens die voormelde deelplan 95 (vyf-en-negentig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond of geboue soos getoon en volledig beskryf op genoemde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelplannemingskwota van genoemde deel, gespesifiseer in 'n bylae op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregisteerde Deeltitel No. ST109119/92.

2. 'n Uitsluitlike gebruiksgebied beskryf as Parkering P12 groot 17 (sewentien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Glen Mykonos ten opsigte van die grond en gebou of geboue geleë te Erf 1869, Glen Marais-uitbreiding 10-dorpsgebied, Plaaslike Bestuur, Stadsraad van Kempton Park, soos getoon en volledig beskryf op Deelplan SS373/91 gehou kragtens Notariële Akte van Sessie SK6697/92.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Enkelverdiepingwoonstel bestaande uit sitkamer, drie slaapkamers, twee badkamers, motorhuis, twee toilette, kombuis, swembad in kompleks.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 3de dag van Mei 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M153/MIC301.)

Saak 4046/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06), voorheen handelsdrywende as Natal Bouvereniging Bpk., Eiser, en **George Paul Cornelius**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 5 April 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 22 Julie 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

1(a) 'n Eenheid bestaande uit Deel 18, soos getoon en vollediger beskryf op Deelplan SS373/91, in die skema bekend as Glen Mykonos, ten opsigte van die grond en gebou of geboue geleë te Erf 1869, Glen Marais-uitbreiding 10-dorpsgebied, Plaaslike Bestuur, Stadsraad van Kempton Park, van welke deel die vloeroppervlakte, volgens die voormelde deelplan 95 (vyf-en-negentig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond of geboue soos getoon en vollediger beskryf op genoemde deelplan, aan genoemde deel toegedeel ooreenkomstig die deelplannemingskwota van genoemde deel, gespesifiseer in 'n bylae op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST108660/92.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Enkelverdiepingwoningstel bestaande uit: Sitkamer, drie slaapkamers, twee badkamers, garage, twee toilette, kombuis, swembad in kompleks.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 3de dag van Mei 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M154/MIC302.)

Saak 912/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **Bankorp Bpk.**, Eiser, en **L. J. Erasmus**, Verweerder

Ingevolge 'n vonnis in die Landdroshof van Bethal, en 'n lasbrief vir eksekusie, gedateer 5 Augustus 1992, word die ondergemelde vaste eiendom in eksekusie verkoop voor die Landdroskantoor, Bethal, Kamer 83, op Vrydag 9 Julie 1992 om 11:00, aan die hoogste bieder:

Erf 74, in die dorp New Bethal East, Registrasieafdeling IS, Transvaal, groot 2 855 vierkante meter, gehou kragtens Akte van Transport T21349/77, welke eiendom geleë is te Andries Pretoriusstraat 6, Bethal-Noord.

*Terme:* Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, te word versekureer deur 'n goedgekeurde bank- of bouverenigingwaarborg te word gelewer binne 21 (een-en-twintig) dae daarna, asook afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van Lou van der Merwe, Proteagebou, Markstraat, Bethal, besigtig word.

Geteken te Bethal op hierdie 26ste dag van Mei 1993.

C. J. van der Merwe, vir Lou van der Merwe, Prokureur vir Eiser, Proteagebou, Markstraat, Bethal.

Case 03722/92  
PH388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mbuti Douglas Tyani**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Unit 2, North View, 45 Richards Drive, Halfway House, on Wednesday, 21 July 1993 at 14:30, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 13 of Erf 49, Buccleuch Township, Registration Division IR, Transvaal, area 1 485 (one thousand four hundred and eighty-five) square metres, situation Portion 13 of Erf 49, Parkville Road, Buccleugh.

*Improvements (not guaranteed):* A vacant erf.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 4th day of June 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN1:NS43.)



Case 13210/84  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **The Standard Building Society**, Execution Creditor, and **Frederik Marthinus Petrus Albertus 183rMatthysen**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 22 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale (short description of property, situation and street number):

Certain Erf 219, situated in the Township of Rondebult, Registration Division IR, Transvaal, being 40 Maluti Street, Rondebult, Germiston, measuring 992 (nine hundred and ninety-two) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms with outbuildings with similar construction comprising garage, servant's room and toilet.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 4th day of June 1993.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Mr Webber/amvb.)

Saak 2698/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Jan Abraham Engelbrecht**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogemelde saak op 9 Maart 1993, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Sentraal, op 20 Julie 1993 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 35, soos getoon en volledig beskryf op Deelplan SS39/78, in die gebou of geboue bekend as Visagie Court geleë te Erf 3128, Pretoria, Plaaslike Owerheid, Pretoria, met straatadres bekend as Visagiehof 35, Visagiestraat 379, Pretoria, groot 73 (drie-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit 'n sitkamer, twee slaapkamers, kombuis en badkamer/waskamer.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Sinodalesentrum, Visagiestraat 228, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. T. du Plessis/AN.) (Tel. 322-8600.)

Case 8530/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **First National Bank of Southern Africa Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Mfaniseni Zulu**, First Defendant, and **Lillian Khanja Zulu**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 8 November 1991, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 4 August 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 896, Daveyton Extension 3, situated on 896, Daveyton Extension 3, in the Township of Daveyton Extension 3, District of Benoni, measuring 236 (two hundred and thirty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising three bedrooms, kitchen and bathroom.

**The conditions of sale:** The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni.

Dated at Boksburg on this the 17th day of June 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) [Ref. Mrs Teixeira/BB155 (FB0605).]

IN DIE LANDDROSHOF VIR DIE DISTRIK WITRIVIER GEHOU TE WITRIVIER

In die saak tussen **Standard Kredietkorporasie Bpk.**, Eiser, en **Victor Francoi Joubert**, Verweerder

Ingevolge 'n uitspraak van voorgemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 14 Januarie 1993, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op 6 Augustus 1993 om 12:00, te Landdroeskantoor, Witrivier, naamlik:

Erf 202, Numbipark, Hazyview Jac. afdeling JU Transvaal, groot 855 vierkante meter.

**Verbeterings (nie gewaarborg nie):** 'n Onbeboude erf.

**Verkoopvoorwaardes:**

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshofwet, No. 32 van 1944, soos gewysig.

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Witrivier, van Posbus 401, Witrivier, met Tel. (01311) 3-1452/5-0911, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 18de dag van Junie 1993.

M. G. Pienaar, vir Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat, Posbus 1300, Nelspruit. (Verw. mnr. Pienaar/rdl/S79/92/1243.)

**Saak 30405/92**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Ltd**, Applikant, en **Frank Collin James Ludick**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof gedateer 15 Desember 1992, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 23 Julie 1993 om 10:00, by die kantore van die Balju te Roodepoort, Progressweg 182, Technikon, Roodepoort, aan die hoogste bieder:

Erf 843, Little Falls-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 723 (sewehonderd drie-en-twintig) vierkante meter, sonering onbehoude erf, gehou kragtens Akte van Transport T19521/1992, geleë te Horseshoestraat 974, Little Falls-uitbreiding 2.

Die reserweprys is geen (onderworpe aan bekragtiging).

Die eiendom bestaan uit leë erf.

**Terme en voorwaardes:**

*Terme:* Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg;

**Voorwaardes:** Die volle voorwaardes van verkoping wat deur die Adjunkbalju van Roodepoort onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunkbalju.

Geteken te Johannesburg op hierdie 16de dag van Junie 1993.

Tim du Toit & Kie. Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. Vorster/ah/LL5.)

**Saak 948/93**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Ramesh Shantilal Dave**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 21 Julie 1993 om 10:00, deur die Balju vir die Hooggeregshof Soutpansberg, gehou by Firststraat 75, Eltivilas-uitbreiding 4, Louis Trichardt, aan die hoogste bieder:

Erf 2291, Louis Trichardt-uitbreiding 4, Registrasieafdeling LS, Transvaal, groot 930 (negehonderd en dertig) vierkante meter, gehou kragteris Akte van Transport T8110/83, onderhewig aan die voorwaardes daarin vervat en meer spesifiek tot die voorbehoud van minerale regte.

Die volgende bykomende inligting word verskaf, maar geen aanspreeklikheid word aanvaar indien dit in enige opsig foutief sou wees nie.

**Straatadres:** Firststraat 75, Eltivillas-uitbreiding 4, Louis Trichardt.

**Verbeteringe:** Woonhuis met sinkdak bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer, toilet, afdak, erf is gedeeltelijk omhein.

**Reserweprys:** Die eiendom word verkoop sonder reserwe.

*Terme en voorwaardes:* Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Soutpansberg, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof Soutpansberg, Trichardtstraat 30, Louis Trichardt.

Geteken te Pretoria op die 4de dag van Junie 1993.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria.  
(Verw. Nel/SD 259/RO.)

**Saak 2471/93**

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **D. J. Ngomane**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 13 Mei 1993 toegestaan is, op 16 Julie 1993 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 1971-uitbreiding 4, kwaGuqa, Witbank, Registrasieafdeling JS, Transvaal, groot 200 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TE23749/92.

*Die verkoping is onderhewig aan die volgende voorwaardes:*

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastings, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 17de dag van Junie 1993.

Zak Ferreira Ing., Prokureurs vir die Eksekusieskuldeiser, Northey Forum, Northeystraat, Posbus 2799, Witbank, 1035.  
(Verw. IPF/Mev. Pieterse.)

**Saak 2451/93**

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **M. S. Riba**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 13 Mei 1993 toegestaan is, op 16 Julie 1993 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 1956, kwaGuqa-uitbreiding 4, Witbank, Registrasieafdeling JS, Transvaal, groot 206 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TE84110/91.



*Die verkoping is onderhewig aan die volgende voorwaardes:*

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.
3. Die eiendom word voetstoots verkoop.
4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 17de dag van Junie 1993.

Zak Ferreira Ing., Prokureurs vir die Eksekusieskuldeiser, Northey Forum, Northeystraat, Posbus 2799, Witbank, 1035. (Verw. IPF/Mev. Pieterse.)

**Saak 3942/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Madimetsana Richard Noe**, Eerste Verweerder, en **Maria Rossie Kedibonye Kekane**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 16 November 1992, sal die ondervermelde eiendom geregtelik verkoop word op 23 Julie 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 5201, Mohlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 458 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Huurpag TL6399/1992, bekend as Erf 5201, Mohlakeng-uitbreiding 3, Randfontein, waarop opgerig is 'n losstaande enkelverdieping woonhuis onder 'n sement teëldak wat bestaan uit twee slaapkamers, badkamer en kombuis, daar is geen buitegeboue nie en die perseel is omhein met draad.

Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

**Voorwaardes:** R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastinge, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N484.)

**Saak 4426/90**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Chrissie Gert Jan Albertus Mostert**, Eerste Verweerder, en **Mary Magdalena Mostert**, voorheen Greyvenstein, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 30 Mei 1991, sal die ondervermelde eiendom geregtelik verkoop word op 23 Julie 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 106, groot 997 vierkante meter, gehou kragtens Akte van Transport T7161/88, en Erf 107, groot 1 007 vierkante meter gehou kragtens Akte van Transport T42634/87, beide erwe geleë te Helikonpark-dorpsgebied, Registrasieafdeling IQ, Transvaal, bekend as Lewerikstraat 8, Helikonpark, Randfontein, waarop opgerig is 'n losstaande enkelverdieping woonhuis onder 'n sement teëldak wat bestaan uit vier slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, familiekamer, studeerkamer, die buitegeboue bestaan uit twee motorhuise, daar is 'n swembad en die perseel is omhein met betonmure.

Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

**Voorwaardes:** R13 100 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastinge, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N139.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ROODEPOORT HELD AT ROODEPOORT

In the matter between **Nedperm Bank Ltd**, now known as Nedcor Bank Ltd, Execution Creditor, and **Michele Janine Smith**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 17 January 1992, the following property will be sold in execution on Friday, 23 July 1993 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 517, Allens Nek Extension 9 Township, Registration Division IQ, Transvaal, in extent 1 025 (one thousand and twenty-five) square metres, held by Deed of Transfer T40983/89, known as 1027 Opstal Crescent, Allens Nek Extension 9, District of Roodepoort upon which is erected a detached dwelling of brick walls under a tiled roof, said to contain a lounge, dining-room, three bedrooms, kitchen, two bathrooms, scullery/laundry, outside room plus bathroom, outside store-room, double garage, in regard to which, however, nothing is guaranteed.

**Terms:** R5 000 or 10% (ten per cent) of the purchase price, whichever is the highest, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved bank or building society guarantee to be delivered within 30 (thirty) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort.

17 June 1993.

Louw & Heyl-Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Mr Vlok/CV/900327/14450.)

Saak 2282/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **G. M. Matlala**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Mei 1993 toegestaan is, op 23 Julie 1993 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 2136, geleë in die dorpsgebied kwaGuqa-uitbreiding 4, Registrasieafdeling JS, Transvaal, groot 285 (twee agt vyf) vierkante meter, gehou kragtens Akte van Transport TL27342/91.

Die eiendom is as volg verbeter (nie gewaarborg):

Twee slaapkamers, kombuis, sitkamer, badkamer en eetkamer.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal, óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys en datum van registrasie.

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 16de dag van Junie 1993.

J. M. Krügel, vir Harvey Nortje Ing., Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 2554/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **Z. L. Skosana**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 18 Mei 1993 toegestaan is, op 16 Julie 1993 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 1311, kwaGuqa-uitbreiding 3, Witbank, Registrasieafdeling JS, Transvaal, groot 300 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL66115/90.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal, óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 17de dag van Junie 1993.

Zak Ferreira Ing., Prokureurs vir die Eksekusieskuldeiser, Northeyforum, Northeystraat, Posbus 2799, Witbank, 1035.  
(Verw. IPF/Mev. Pieterse.)

Saak 2563/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **T. N. Mnisi** en **J. M. Mnisi**, Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 18 Mei 1993 toegestaan is, op 16 Julie 1993 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 1103, Phola Ogies, Registrasieafdeling JS, Transvaal, groot 564 vierkante meter, gehou deur die Verband-gewer kragtens Akte van Transport TE113710/92.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal, óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 17de dag van Junie 1993.

Zak Ferreira Ing., Prokureurs vir die Eksekusieskuldeiser, Northeyforum, Northeystraat, Posbus 2799, Witbank, 1035.  
(Verw. IPF/Mev. Pieterse.)

Case 10795/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **Nedbank**, a division of Nedcor Bank Ltd, Plaintiff, and **Gert Muller Coetzee**, First Defendant, and **Johanna Maria Coetzee**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 21 October 1992, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 July 1993 at 11:15 in front of the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 57, Township of Ravenswood Extension 4, situated on 91 10th Avenue, in the Township of Ravenswood Extension 4, District of Boksburg, measuring 988 (nine hundred and eighty-eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, study, family room, two kitchens, four bedrooms, three bathrooms, two outside bedrooms, w.c., two double garages, tandem and laundry.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 16th day of June 1993.

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium, 10 Bloem Street, Boksburg. (Tel. 52-8666.)  
(Ref. Mrs Pierce/N0010P.)



Case 7195/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON

In the matter between **NBS Bank Ltd**, formerly known as Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Meshack Ditaba Sebatana**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 20 July 1990, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 August 1993 at 11:00 at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

All the right, title and interest in the leasehold in respect of certain Erf 7453, Tsakane, situated on 7453 Phuti Street, in the Township of Tsakane, District of Brakpan, measuring 260 (two hundred and sixty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof, comprising lounge, kitchen, two bedrooms, bathroom, w.c. and fenced boundary.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Brakpan.

Dated at Germiston on this the 10th day of June 1993.

Hammond Pole & Dixon, c/o Mark Yammin Hammond & Partners, Attorneys for Plaintiff, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview, Germiston. (Tel. 52-8666.) (Ref. Mrs Pierce/FN0862.)

Case 611/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **First National Bank of S.A. Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Leslie Schubert**, First Defendant, and **Lorette Louise Schubert**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 1 March 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 July 1993 at 11:15 at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Portion 16 of Erf 379, Township of Reigerpark Extension 1, situated on 16 David Fransch Street, Reigerpark, in the Township of Reigerpark, District of Boksburg, measuring 233 (two hundred and thirty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Double-storey building built of brick and plaster, tiled roof comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 17th day of June 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. FB0911/Mrs Teixeira.)

Case 3718/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **NBS Bank Ltd**, formerly known as Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Elias Motshabi**, First Defendant, and **Aria Motshabi**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 7 June 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 July 1993 at 11:15 at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 17375, Township of Vosloorus Extension 25, Registration Division IR, Transvaal, situated on 17375 Morekuri Street, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 315 (three hundred and fifteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof, comprising of lounge, kitchen, three bedrooms, bathroom and w.c.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 17th day of June 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7590/Mrs Pierce.)

Saak 10677/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **R. V. Roberts**, Eiser, en **S P Petzer Investments (Pty) Ltd**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Vanderbijlpark, Eerste Verdieping, Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark, op 23 Julie 1993 om 10:00:

Hoewe 168, Nanescol-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,1415 hektaar, gehou kragtens Akte van Transport T36496/91, bekend as Hoewe 168, Nanescol.

*Verbeterings:* Sitkamer, kombuis, badkamer, drie slaapkamers en motorhuis met pleistermure.

*Ander verbeterings:* Woonstel.

*Terme:* Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 18,5% (agtien komma vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vanderbijlpark, binne 14 (veertien) dae vanaf datum van verkoping.

*Voorwaardes:* Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Vanderbijlpark.

Geteken te Vereeniging op hierdie 15de dag van Junie 1993.

J. A. M. Prinsloo, vir Rossouw & Prinsloo, NBS Gebou, Tweede Verdieping, Merrimanlaan, Vereeniging. (Verw. mnr. S. Meise/CR.)

Case 186/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **ABSA Bank Ltd** United Bank Division (Reg. 86/04794/06), Plaintiff, and **Eric Desmond Heath**, First Defendant, and **Maira Yvonne Heath**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 1 February 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 30 July 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* Erf 92, Boksburg South Township, situated on 171 Konig Street, in the Township of Konig Street, District of Boksburg South, measuring 575 (five hundred and seventy-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Building built of brick and plaster, iron roof comprising an entrance-hall, lounge, dining-room, stoep, four bedrooms, bathroom, two separate w.c.'s, kitchen, pantry, carport, two store-rooms and two w.c.'s.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg South.

Dated at Boksburg on this the 15th day of June 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AU0087/Mrs Teixeira.)

Case 11088/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ROODEPOORT HELD AT ROODEPOORT

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Laurindo Nunes Monteiro**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 25 September 1992, the following property will be sold in execution on Friday, 23 July 1993 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 502, Constantia Kloof Extension 9 Township, Registration Division IQ, Transvaal, in extent 1 826 (one thousand eight hundred and twenty-six) square metres, held by Deed of Transfer T1004/91, known as 50 Jim Fouche Road, Constantia Kloof Extension 9, District of Roodepoort, upon which is erected a detached dwelling of brick walls under a tiled roof, said to contain a lounge, family room, dining-room, study, four bedrooms, kitchen, two and a half bathrooms, scullery/laundry, outside room, outside store-room, two garages, in regard to which, however, nothing is guaranteed.

*Terms:* R5 000 or 10% (ten per cent) of the purchase price, whichever is the highest, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 30 (thirty) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/920954/10268.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI

In the matter between **United Bank Ltd**, (a Division of ABSA Bank Ltd), Plaintiff, and **Willem Lodewykus Jacobs**, Defendant

In pursuance of a warrant of execution dated 31 August 1992, the following will be sold by public auction, voetstoots and without reserve to the highest bidder, on Wednesday, 21 July 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

*Certain:* Erf 7014, Benoni Extension 21 Township, Registration Division IR, Transvaal; in extent 1 056 (one thousand and fifty-six) square metres, held under Deed of Transfer T23962/80, situated at 23 Koper Street, Farrarmere, Benoni Extension 21, which property has been zoned as special residential, no warranty or undertaking is given in relation to the improvements which are described as follows:

Brick under tile dwelling:

*Main building:* Entrance-hall, lounge, dining-room, family room/study, three bedrooms, two bathrooms/toilet, kitchen, scullery/laundry.

*Outbuildings:* Double garage, servant's room, toilet.

*Other:* Pool, brick walls and brick paving.

*Terms and conditions:*

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of sale, and the unpaid balance within 14 (fourteen) days shall be paid by bank or building society guarantee.

2. *Conditions of sale:* The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Arcadia Building, Princes Avenue, Benoni.

Dated at Benoni on this 11th day of June 1993.

N. Miller, for Lovell Miller Dreyer & Kraitzick, Plaintiff's Attorneys, First Floor, North Wing, 48 Woburn Avenue, Benoni. (Ref. N. Miller/dfn.)

Saak 21897/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., (voorheen handeldrywende as Allied Bouvereniging), Eiser, en **Jan Horn**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, Marshallstraat 131, Johannesburg, op 22 Julie 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

Sekere Erf 419, Newlands Johannesburg-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Newlandsstraat 33, Newlands, grootte 495 (vierhonderd vyf-en-negentig) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

*Hoofgebou:* Sitkamer, vier slaapkamers, sonkamer, kombuis, badkamer/toilet.

*Buitegeboue:* Motorhuis, twee bediendekamers, badkamer/toilet, toilet en muuromheining.

*Konstruktuer:* Baksteen met sink.

*Terme:* 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 28ste dag van November 1991.

J. J. Rossouw, vir Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 331-6521.) (Verw. Rossouw/cw/04/AJ211.)

Saak 13141/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.**, (Allied Bank Divisie), Eiser, en **Victor Manuel Rodrigues Correia de Freitas**, Eerste Verweerder, en **Gudrun Jacqueline Louise Correia de Freitas**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, Marshallstraat 131, Johannesburg, op 22 Julie 1993 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

Sekere Erf 501, Bellevue-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Beckerstraat 89, Bellevue, grootte 495 (vier nege vyf) vierkante meter.



Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

*Hoofgebou:* Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer/toilet, toilet met stort en opwas-vertrek.

*Buitegeboue:* Dubbel motorhuis, bediendekamer, toilet, stoorkamer, swembad met pomp, patio, geplaveide opritte, muuromheinings en geëlektrifiseerde afdak (electric awning).

*Konstruktueer:* Baksteen met teël.

*Terme:* 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 28ste dag van Augustus 1992.

J. J. Rossouw, vir Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/AT4.)

Saak 3619/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.**, (Allied Bank Divisie), Eiser, en **Morganbree Pather**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, Marshallstraat 131, Johannesburg, op 22 Julie 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

Sekere Erf 7118, Lenasia-uitbreiding 7-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Proteastraat 217, Lenasia-uitbreiding 7, grootte 1 775 (eenduisend sewehonderd vyf-en-sewentig) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

*Hoofgebou:* Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer/toilet, badkamer/toilet/stort.

*Buitegeboue:* Geen.

*Konstruktueer:* Baksteen met teël.

*Terme:* 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 30ste dag van April 1992.

Jasper Jacobus Rossouw, vir Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 331-6521.) (Verw. Rossouw/cw/03/AF 179.)

Saak 15439/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.**, (Allied Bank Divisie), Eiser, en **Ralph Bernard Horwitz**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, Marshallstraat 131, Johannesburg, op 22 Julie 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

Sekere Gedeelte 25, soos getoon en meer volledig beskryf in Deelplan SS91/82, in die gebou bekend as California en ook bekend as Woonstel 29, California, hoek van Catherine- en Kapteinstraat, Hillbrow, grootte 207 (twee nul sewe) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

*Hoofgebou:* Sitkamer, eetkamer, kombuis, slaapkamer, badkamer/toilet.

*Buitegeboue:* Motorhuise, bediendekamers/badkamer/toilette, stoorkamer (algemene geboue).

*Konstruktueer:* Baksteen met sement.

*Terme:* 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 19de dag van Junie 1993.

J. J. Rossouw, vir Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/A8021.)

**Case 31559/92**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Dennis Ngwenya**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 768, Township of Mapetla, Registration Division IQ, Transvaal, situated at Erf 768, Mapetla, measuring 260 (two hundred and sixty) square metres.

*Improvements* (not guaranteed): Two bedrooms, kitchen, dining-room, under asbestos roof, concrete driveway and enclosed with precast walls.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 11th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. ND109E/mh/tf.)

**Case 5248/93**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Lungela Sydney Ntloko**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1953, Township of Klipspruit Extension 2, Registration Division IQ, Transvaal, situated at Erf 529 (formerly 1953), Klipspruit Extension 2, measuring 150 (one hundred and fifty) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under tiled roof, concrete driveway and enclosed with brick walls.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 15th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. N014E/mh/tf.)

Case 28564/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Maria Magdeline Patricia Ndlovu**, First Defendant, and  
**David Madungwane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 143, Township of Zondi, Registration Division IQ, Transvaal, situated at 143 Bungwane Street, Zondi, measuring 265 (two hundred and sixty-five) square metres.

*Improvements* (not guaranteed): Two bedrooms, kitchen, dining-room, two garages/store-rooms, under iron and asbestos roof and enclosed with wire fencing.

*Terms*: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendants has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 17th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. N028E/mh/tf.)

Case 3810/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Beatrice Thango**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 487, Township of Mofolo South, Registration Division IQ, Transvaal, situated at Lot 478, Mofolo South, measuring 263 (two hundred and sixty-three) square metres.

*Improvements* (not guaranteed): Four bedrooms, bathroom, kitchen, dining-room, two garages/store-rooms, under iron and asbestos roof and enclosed with burglar iron.

*Terms*: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 8th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. ND206E/mh/tf.)

Case 18204/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ernst Hendrik Nieuwoudt**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 709, Township of Croydon extension 1, Registration Division IR, Transvaal, situated at 12 Antimoon Avenue, Croydon Extension 1, measuring 997 (nine hundred and ninety-seven) square metres.



*Improvements* (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages/store-rooms, under iron roof and claytiled, staff quarters with outside toilet, paved driveway and enclosed with brick walls.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 16th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. N010E/mh/tf.)

Case 14363/89

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Magiti Enoch Ngwenya**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 264, Township of Esiziba, Registration Division IR, Transvaal, situated at 264 Esiziba Section, Tembisa, measuring 263 (two hundred and sixty-three) square metres.

*Improvements* (not guaranteed): Two bedrooms, kitchen, lounge, 1/2 garage/store-rooms and under asbestos roof.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 15th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NK143E/mh/tf.)

Case 11802/90

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Charles Maurice Harding**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Holding 347, Bredell Agricultural Holdings Extension 1, Registration Division IR, Transvaal, situated at Plot 347, Fourth Road, Bredell Agricultural Holdings Extension 1, measuring 3,1167 (three comma one one six seven) hectares.

*Improvements* (not guaranteed): Four bedrooms, two bathrooms, kitchen with scullery, lounge, dining-room, family room, study, two times two garages/store-rooms, under tiled roof, two staff quarters, outside toilet, brick driveway, enclosed with brick walls and wire fencing.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 14th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NK223E/mh/tf.)

Case 16781/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Buti John Rapelo**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 18939, Township of Meadowlands, Registration Division IQ, Transvaal, situated at 492A, Meadowlands Zone 3 (formerly known as 18939), measuring 204 (two hundred and four) square metres.

*Improvements* (not guaranteed): Two bedrooms, kitchen, two garages/store-room, under iron and asbestos roof, outside toilet and enclosed with wire fencing.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 11th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. ND026E/mh/tf.)

Case 32041/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Phyllis Caroline Adams**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 3912, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 279 (two hundred and seventy-nine) square metres, situated at Erf 3912, Dobsonville Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of three bedrooms, lounge, family room, passage and kitchen.

The property is zoned Residential.

*Terms:* 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 7th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. A18437/PC.)

Case 13691/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Noko Johanna Dlamini**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 2085, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 328 (three hundred and twenty-eight) square metres, situated at Erf 2085, Dobsonville Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

*Outbuildings:* Two garages.

The property is zoned Residential.

*Terms:* 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 8th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D21101/PC.)

Case 3082/93

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Peter Mangaliso Somniso**, First Defendant, and **Evon Mamakgothi Somniso**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 798, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 342 (three hundred and forty-two) square metres, situated at Erf 798, Dobsonville Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, lounge and kitchen.

*Outbuildings:* Three garages.

The property is zoned Residential.

*Terms:* 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 8th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S23004/PC.)

Saak 11779/90

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaa die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Bpk.**, Eiser, en **Errol Ernst Balzer**, Verweerder

Ter uitvoering van 'n uitspraak van die Hooggeregshof van 12 November 1990, sal die volgende in eksekusie aan die hoogste bieder verkoop word by die verkoopslokaal van die Balju, Sandton, te 13de Verdieping, Metrocentrum, Hendrik Verwoerd-rylaan 163, Randburg, in die distrik Randburg, op 21 Julie 1993 om 10:00:

Sekere eenheid, bestaande uit Deel 2, soos aangetoon en volledig beskryf op Deelplan SS168/91, in die skema bekend as Lonemeadow, geleë te Erf 835, Lone Hill-uitbreiding 13, ook bekend as Bryn Tirroldweg 17, Lonemeadow, van welke deel die vloeroppervlakte volgens voormelde Deelplan, 92 vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die Skema, aan genoemde deel ooreenkomstig die deelnemings kwota, soos op genoemde deelplan aangeteken, gehou kragtens Titelakte ST59577/92.

*Verkoopvoorwaardes:*

1. Die verkoping sal onderworpe wees aan die Hofreëls en die toepaslike titelakte van die eiendom, en die eiendom sal onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.



2. *Betaling:* Tien persent (10%) van die koopprys sal kontant betaal word onmiddellik na die verkoping en die volle saldo daarvan, tesame met rente teen die heersende koers van 18% (agtien persent) per jaar (en ingeval daar enige ander voorkeurskuldeiser is) dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering van die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van die oordrag, welke bedrag gesekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae van datum van verkoping afgelewer moet word.

3. *Voorwaardes:* Die volle verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Hooggeregshof, Randburg.

Gedateer te Kaapstad op hierdie 10de dag van Junie 1993.

J. H. Heyns, vir Heyns & Vennote Ing., Eiser se Prokureur, 45-On-Castle, Vyfde Verdieping, Kasteelstraat 45, Kaapstad. (Tel. 24-0301.) (Verw. J. H. Heyns/KK42.)

Case 22661/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Phenki Albert Makgato**, First Defendant, and **Sabetha Makgato**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9778, Dobsonville Extension 3 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 280 (two hundred and eighty) square metres, situated at Erf 9778, Dobsonville Extension 3 Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, lounge, kitchen and bathroom.

*Outbuilding:* Garage.

The property is zoned Residential.

*Terms:* 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 11th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M16542/PC.)

Case 21778/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Thomas Ramela**, First Defendant, and **Ramela Khumoetsile Dorah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 11319, Dobsonville Extension 2 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 228 (two hundred and twenty-eight) square metres, situated at Erf 11319, Dobsonville Extension 2 Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

The property is zoned Residential.

*Terms:* 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 11th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. R22157/PC.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Samuel Nonozi Ngcobo**, First Defendant, and **Nonhlanhla Joy Ngcobo**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 8330, Dobsonville Extension 2 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 318 (three hundred and eighteen) square metres, situated at Erf 8330, Dobsonville Extension 2 Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, two bathrooms, lounge, dining-room and kitchen.

*Outbuildings:* Servants' quarters and garage.

The property is zoned Residential.

*Terms:* 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 9th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N17431/PC.)

Case 4487/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Tema Grace Khethiwe**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 1832, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, situated at Erf 1832, Dobsonville Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, lounge and kitchen.

*Outbuildings:* Two servants' quarters, garage.

The property is zoned Residential.

*Terms:* 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 9th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T20223/PC.)

Case 27146/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Mobutseng Frank Sedibe**, First Defendant, and **Fikile Thema Sedibe**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at 439 Prince George Avenue, Brakpan, on 23 July 1993 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 439 Prince George Avenue, Brakpan, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 15000, Tsakane Extension 5 Township, Registration Division IR, Transvaal, measuring 520 (five hundred and twenty) square metres, situated at Erf 15000, Tsakane Extension 5 Township, Brakpan.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, lounge, kitchen and bathroom.

The property is zoned Residential.

**Terms:** 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 10th day of May 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. IMA/S22582/SC.)

Case 23037/91

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# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Shumi Ephraim Madi**, First Defendant, and **Sibongile Sophie Madi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 8777, Dobsonville Extension 3 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 345 (three hundred and forty-five) square metres, situated at Erf 8777, Dobsonville Extension 3 Township, Roodepoort.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling under tile roof, three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

**Terms:** 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 9th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. IMA/M16559/SC.) (Ref. M16559/SC.)

Case 1404/92

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Dambuza Mathews Dube**, First Defendant, and **Tutu Ellen Dube**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2 Northview, 45 Richards Drive, Halfway House, on 21 July 1993 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2 North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 41 (Block 116), Alexandra Extension 1 Township (now renumbered Erf 1173, Alexandra Extension 4 Township), in a development area situated on Portion 387, of the farm Syferfontein 51, Registration Division IR, Transvaal, measuring 151 (one hundred and fifty-one) square metres, situated at Erf 41 (Block 116), Alexandra Extension 1 Township (now renumbered Erf 1173, Alexandra Extension 4 Township), in a development area situated on Portion 387 of the farm Syferfontein 51.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, bathroom, kitchen and dining-room.

The property is zoned Residential.



*Terms:* 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 4th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D19555/PC.)

**Case 19281/91**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mathitho Frans Mashao**, First Defendant, and **Thando Alletta Mashao**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 907, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 280 (two hundred and eighty) square metres, situated at Erf 907, Dobsonville Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, lounge, kitchen and two bedrooms.

*Outbuildings:* Two servants' quarters and singel garage.

The property is zoned Residential.

*Terms:* 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 14th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M14635/PC.)

**Case 12861/89**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Sipho Elliot Mkwanazi**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 990A, Emdeni Township, Registration Division IQ, Transvaal, measuring 218 (two hundred and eighteen) square metres, situated at Lot 990A, Emdeni, Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling under iron roof, two bedrooms, dining-room, kitchen and lounge.

*Outbuilding:* Toilet/bathroom.

The property is zoned Residential.

*Terms:* 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 11th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. F5434/FC.)

Case 04869/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Norman Ntsibande**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 21 July 1993 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 48 (Block 116), Alexandra Extension 1 Township (now renumbered Erf 1158), Alexandra Extension 1 Township, in a development area situated on Portion 387, of the farm Syferfontein 51, Registration Division IR, Transvaal, measuring 129 (one hundred and twenty-nine) square metres, situated at Erf 48 (Block 116), Alexandra Extension 1 Township, in Development Area, situated on Portion 387 of the farm Syferfontein 51.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling under iron roof, two bedrooms, bathroom, kitchen, and dining-room.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N20179/PC.)

Case 28190/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Buti Joseph Moloi**, First Defendant, and  
**Manana Gladys Moloi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 21 July 1993 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 958, Alexandra Extension 6 Township, Registration Division IR, Transvaal, measuring 98 (ninety-eight) square metres, situated at Erf 958, Alexandra, Extension 6 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling under iron roof, two bedrooms, bathrooms, kitchen, lounge and dining-room.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 11th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M17998/PC.)

Case 7463/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Kubunyana Stanley Mthemba**, First Defendant, and  
**Prescilla Jabulisiwe Mthemba**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 21 July 1993 at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 869, Alexandra Extension 2 Township, Registration Division IR, Transvaal, measuring 164 (one hundred and sixty-four) square metres, situated at Erf 869, Alexandra Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling under tile roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 11th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M20452/PC.)

**Case 31216/91**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Matha Maphase Kunene**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right title and interest in the leasehold in respect of Erf 1489, Senaoane Township, Registration Division IQ, Transvaal, measuring 293 (two hundred and ninety-three) square metres, situated at Erf 1489, Senaoane Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Well kept detached single-storey dwelling under asbestos roof, three bedrooms, bathroom, kitchen and lounge.

**Outbuildings:** Two single garages.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K18074/PC.)

**Case 14573/92**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Thembeke Patricia Pheza**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right title and interest in the leasehold in respect of Erf 2835, Moroka Township, Registration Division IQ, Transvaal, measuring 224 (two hundred and twenty-four) square metres, situated at Erf 2835, Moroka Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Single-storey dwelling consisting of two bedrooms, dining-room and kitchen.

**Outbuildings:** Two garages.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. P21168/PC.)



Case 14563/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **David Babie Marais**, First Defendant, and  
**Pinki Paulina Marais**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right title and interest in the leasehold in respect of Erf 1866, Moletsane Township, Registration Division IQ, Transvaal, measuring 261 (two hundred and sixty-one) square metres, situated at Erf 1866, Moletsane Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling consisting of three bedrooms, bathroom, lounge and kitchen.

Outbuildings: Garage and servants' quarters.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M21181/PC.)

Case 21542/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mashudu Elias Madzhie**, First Defendant, and  
**Gloria Madzhie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right title and interest in the leasehold in respect of Erf 1323, Diepkloof Extension Township, Registration Division IQ, Transvaal, measuring 303 (three hundred and three) square metres, situated at Erf 1323, Diepkloof Extension Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Single-storey dwelling, three bedrooms, bathroom, dining-room and kitchen.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P. O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M16096/PC.)

Case 21840/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Richard Mashinini**, First Defendant, and **Nompi Elizabeth Mashinini**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendants, on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 1061, Dhlamini Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 1061, Dhlamini Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Well kept dwelling, two bedrooms, dining-room and kitchen.

*Outbuilding:* Two garages.

The property is zoned residential.

*Terms:* 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M16358/PC.)

Case 16442/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ntoyane Joseph Malinga**, First Defendant, and **Mamane Minah Malinga**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendants, on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 65, Zondi Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 65, Zondi Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Well kept detached single-storey dwelling under asbestos roof, two bedrooms, bathroom and lounge.

*Outbuilding:* Two garages and store-room.

The property is zoned residential.

*Terms:* 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M12370/PC.)

Case 12174/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Bongela Jameson Makumbila**, First Defendant, and **Mayibeni Mirriam Makumbila**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendants, on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 2868, Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, measuring 414 (four hundred and fourteen) square metres, situated at Erf 2868, Chiawelo Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Well kept detached single-storey dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

*Outbuilding:* Three single garages and store-room.

The property is zoned residential.

*Terms:* 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M20892/PC.)

**Case 10080/92**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Norman Hamisi**, First Defendant, and **Marama Elizabeth Hamisi**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendants, on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 19059, Meadowlands Township, Registration Division IQ, Transvaal, measuring 242 (two hundred and forty-two) square metres, situated at Erf 592B, Meadowlands Zone 3 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Well kept semi-detached single-storey dwelling under iron roof, two bedrooms, kitchen and lounge.

*Outbuilding:* Two garages and store-room.

The property is zoned residential.

*Terms:* 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. H20697/PC.)

**Case 14564/92**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Jane Hloele**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendants, on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 63, Senaoane Township, Registration Division IQ, Transvaal, measuring 262 (two hundred and sixty-two) square metres, situated at Erf 63, Senaoane Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Well kept detached single-storey dwelling under asbestos roof, two bedrooms, bathroom, kitchen and dining-room.

*Outbuilding:* Two garages and store-room.

The property is zoned residential.

*Terms:* 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Seventh Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. H21200/PC.)



Case 32659/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Lebogang Joseph Masege**, First Defendant, and **Rachael Masege**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendants, on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 553 (now renumbered Erf 1977), Klipspruit Extension 2 Township, Registration Division IQ, Transvaal, measuring 150 (one hundred and fifty) square metres, situated at Erf 533 (now renumbered Erf 1977), Klipspruit Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling consisting of three bedrooms, dining-room, bathroom, kitchen and lounge.

*Outbuilding:* Servants' quarters.

The property is zoned residential.

*Terms:* 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Seventh Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M18742/PC.)

Case 29432/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mazibuko Nobesuthu Mosley**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 8620, Pimville Zone 6 Township, Registration Division IQ, Transvaal, measuring 320 (three hundred and twenty) square metres, situated at Erf 8086, Pimville Zone 6 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Dwelling under tiled roof, three bedrooms, bathroom, kitchen and lounge.

*Outbuilding:* Two garages and two store-rooms.

The property is zoned residential.

*Terms:* 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Seventh Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M18135/PC.)

Case 14397/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Sipho James Kanyile**, First Defendant, and **Masithebe Rosy Kanyile**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendants, on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 6106, Orlando East Township, Registration Division IQ, Transvaal, measuring 371 (three hundred and seventy-one) square metres, situated at Erf 6106, Orlando East Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed:

Well kept detached single-storey dwelling under iron roof, bedroom, kitchen and dining-room.

*Outbuilding:* Two garages and store-room.

The property is zoned residential.

*Terms:* 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Seventh Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K21142/PC.)

**Case 16511/92**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mafokosho Walter**, First Defendant, and **Mafokosho Monono Caroline**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 260, Moroka North Township, Registration Division IQ, Transvaal, measuring 274 (two hundred and seventy-four) square metres, situated at Erf 260, Moroka North Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, consisting of three bedrooms, bathroom, lounge and kitchen. Outbuilding: Three servants' quarters.

The property is zoned residential.

*Terms:* 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 17th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel.(011) 832-3251.] (Ref. M21396/PC.)

**Case 06621/92**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Makhoba Nomalanga Jane**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 23319, Meadowlands Township, Registration Division IQ, Transvaal, measuring 252 (two hundred and fifty-two) square metres, situated at Erf 521B, Van Onselen Road, Meadowlands Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept single detached single-storey dwelling under tiled roof, two bedrooms, bathroom, kitchen, lounge and dining-room.

The property is zoned Residential.

*Terms:* 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 17th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M20413/PC.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Rapoone Bothobakae William**, First Defendant, and  
**Rapoone Moipone Lydia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 132 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3329, Moroka Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 3329, Moroka Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached dwelling under tiled roof, three bedrooms, two bathrooms, kitchen, lounge and dining-room.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 17th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. R19881/PC.)

Case 03987/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Khorombi Fhedzisani Margaret**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, 22 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 27257, Meadowlands Township, Registration Division IQ, Transvaal, measuring 196 (one hundred and ninety-six) square metres, situated at Erf 2984B, Meadowlands Zone 10 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, bedroom, kitchen and dining-room. Outbuilding: Two store-rooms and bar.

The property is zoned Residential.

**Terms:** 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 15th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissior Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K20196/PC.)

Saak 4989(A)/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **N. Ahmed**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 5 Maart 1993, sal die onderstaande eiendom op 15 Julie 1993 om 10:00, te die kantoor van die Balju, Pretoria-Noord-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 2492, geleë in die dorpsgebied Laudium-uitbreiding 3, Registrasieafdeling JR, Transvaal, bekend as Bengalstraat 588, Laudium.

**Beskrywing:** Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, drie toilette, drie badkamers, stort, vier slaapkamers, studeerkamer, motorhuis, bediendekamer, toilet en opwaskamer.



*Verbandhouer(s)*: Eerste Nasionale Bank, Kerkplein, Pretoria.

*Terme*: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Noord-Wes, Kamer 603A, Sesde Verdieping, Olivetthuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 16de dag van Junie 1993.

Dyason, Eiser se Prokureurs, Leopont, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/Mev. Genis.)

**Case 7674/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **First National Bank of Southern Africa**, Plaintiff, and **King Jeremiah Shongwe**, First Defendant, and **Bulelwa Lucy Shongwe**, Second Defendant

Be pleased to take notice that a sale in execution in the above matter will take place on 4 August 1993 at 10:00, at the offices of the Sheriff of the Court, Alberton, of the following:

*Certain*: Erf 3083, Tokoza Extension 1 Township, Registration Division IR, Transvaal, also known as 3083 Tokoza Extension 1, Alberton, measuring 294 (two hundred and ninety-four) square metres.

The following information is furnished regarding improvements, though in this respect nothing is guaranteed:

*Improvements*: Lounge, dining-room, three bedrooms, kitchen, bathroom, toilet, two garages and tiled roof.

*Zoning*: Residential area.

*Terms*:

1. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 19% (nineteen per cent) at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court or such other person/s as he requires on transfer of the property to the purchaser.

3. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

The complete terms and conditions of sale may be inspected at the offices of the Sheriff of the Court, Alberton.

Dated at Alberton on this the 18th day of June 1993.

Blakes Inc., Plaintiff's Attorneys, 14 Newquay Road, New Redruth, P.O. Box 2236, Alberton. (Tel. 907-1522.) (Ref. M. R. Jacobs/DB/FS0002.)

**Case 1233/91**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BRITS HELD AT BRITS

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **National Buyers Network BK**, Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 1 September 1992, the hereunder mentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 23 July 1993 at 09:00:

Erf 1137, Brits Extension 4, Registration Division JQ, Transvaal, measuring 1 414 square metres, held under Deed of Transfer T59179/90.

The following improvements exist on the property although in this respect nothing is guaranteed:

Four bedroom dwelling-house, single garage and swimming-pool.

*Material conditions of the sale are*:

(a) The sale will be held by public auction and without reserve and will be voetstoots.

(b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff from date of sale to date of payment.

(c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.

(d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest etc.

(e) The purchase price shall be paid as to 10% (ten per centum) thereof of R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.

(f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as *roukoop*.

(g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 17th day of June 1993.

J. M. Erasmus, c/o E. D. Ras & Olivier, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 4063/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BRITS HELD AT BRITS

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ben Beyers Wessels**, Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 9 December 1992, the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 23 July 1993 at 09:00:

Portion 82 (a portion of Portion 24) of the farm Mamagalieskraal 420, Registration Division JQ, Transvaal, measuring 4,4764 hectare, held under Deed of Transfer T61668/92.

The following improvements exist on the property although in this respect nothing is guaranteed: None.

*Material conditions of the sale are:*

(a) The sale will be held by public auction and without reserve and will be *voetstoots*.

(b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff from date of sale to date of payment.

(c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.

(d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest etc.

(e) The purchase price shall be paid as to 10% (ten per centum) thereof of R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.

(f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as *roukoop*.

(g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 17th day of June 1993.

J. M. Erasmus, c/o E. D. Ras, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 1383/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **NBS Bank Ltd**, Plaintiff, and **Henry Harry de Wet**, First Defendant, and **John Henry de Wet**, Second Defendant

In pursuance of a judgment in the Magistrate's Court of Alberton, dated 30 March 1993 and a warrant of execution dated 24 March 1993, the following property will be sold in execution without reserve to the highest bidder on 4 August 1993 at 10:00, at the Sheriff of the Court Offices, Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 1035, Brackendowns Extension 1, Township, Registration Division IR, Transvaal, also known as 95 Palala Street, Brackendowns, Alberton, measuring 1 394 (one thousand three hundred and ninety-four) square metres, held by Deed of Transfer T25845/92.

The property has been improved by the erection of a dwelling-house and the normal outbuilding.

*Improvements* (not warranted to be correct): Lounge, three bedrooms, dining-room, TV-room, kitchen, two bathrooms, two toilets, store-room, double garage, swimming-pool, tiled roof and fenced.

*Terms and conditions:*

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within (14) fourteen days after the date of the sale.

2. *Conditions:* The full conditions of sale may be inspected prior to the day of the sale at the offices of the Sheriff of the Court, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

The said conditions will be read out by the Sheriff of the Court immediately prior to the sale.

3. Where the purchaser pay or will pay all amounts necessary to obtain transfer of the property including transfer costs, transfer duty and/or VAT.

R. Swanevelder, for S. J. Naude & Klopper, Plaintiff's Attorneys, 1-12 Van Riebeeck Building, 42 Van Riebeeck Avenue; P.O. Box 34, Alberton. (Tel. 907-2730.) (Ref. R. Swanevelder/DL.)

Case 29025/92  
PH 124IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **John Gordon Buchanan**, Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2 Northview, 45 Richards Drive, Halfway House, on Wednesday, 21 July 1993 at 14:30, of the undermentioned property on conditions which may be inspected at the Offices of the Sheriff, prior to the sale:

Portion 35 (a portion of Portion 2) of Erf 319, Woodmead Extension 4 Township, Registration Division IR, Transvaal, being 16 Creek Crescent, Woodmead Extension 4, Kingswood Village, measuring 389 square metres.

Improvements described hereunder are not guaranteed:

*Main building:* Entrance-hall, lounge, dining-room, three bedrooms, kitchen, bathroom and w.c. with shower.

*Outbuildings:* Two garages, servant's room and bathroom/w.c.

*Terms:* 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 26th day of May 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock/Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Saak 6289/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **NBS Bank Bpk.**, Eiser, en **Kevin Alvey Johnson**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju van die Hooggeregshof, vir Sandton, 13de Verdieping, Metrosentrum, Hendrik Verwoerdrylaan 163, Randburg, op Woensdag, 21 Julie 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof voor die verkoping ter insae sal lê:

Sekere deeltitel Eenheid 65, Deeltitelplan SS238/82, in die geboue wat bekend staan as Summerfield Village, Plaaslike Owerheid, Stadsraad van Sandton, groot 113 vierkante meter, ligging hoek van Katherinestraat en Lindenweg, Sandown, Sandton.

*Verbeteringe* (nie gewaarborg nie): Deeltitel simpleks onder teëls, bestaande uit sitkamer/eetkamer, kombuis, drie slaapkamers, een en 'n half badkamers, storthokkie, twee toilette, passende vloermatte/teëls, patio, gevestigde tuin, plavei oprit, muur omheining, staf akkommodasie, swembad en speelterrein.

*Terme:* 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping ten opsigte van die balans en rente op die volle koopprijs teen huidige verbandkoerse betaalbaar teen registrasie van transport, moet 'n bank- of bouvereniging- of ander aanneembare waarborg binne 14 dae vanaf datum van die verkoping verskaf word. Vendukoste betaalbaar op dag van die verkoping sal bereken word 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000, met 'n minimum van R100.

Gedateer te Johannesburg op hierdie 2de dag van Junie 1993.

P. le Mottee, vir Dykes, Daly, Eiser se Prokureurs, Sesde Verdieping, Smalstraat 66, Johannesburg. (Tel. 792-5242.) (Verw. P. le Mottee/N3153.)

Case 5087/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **NBS Bank Ltd**, Plaintiff, and **Jan Christiaan Peens**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the Office of the Sheriff of the Supreme Court for Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 21 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 5101, Bryanston Extension 65 Township, Registration Division IR, Transvaal, measuring 1 403 square metres, situated at 44 Herbert Street, Bryanston Extension 65, Sandton.

*Improvements* (not guaranteed): Single storey brick dwelling under IBR roof, consisting of entrance-hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower cubicle, two toilets; flooring fitted carpets/tiles. Walled boundary.



*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 2nd day of June 1993.

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/N3133.)

Case 2356/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Allan Peter O'Neale**, First Defendant, and **Desiree Leah O'Neale**, Second Defendant

On 21 July 1993 at 10:00, a public auction will be held at Johria Court, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the Judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' right, title and interest in certain Erf 1532, Mayberry Park Township, also known as 15 Greinhout Street, Mayberry Park, Alberton, measuring 1 032 (one thousand and thirty-two) square metres.

*Improvements* (these improvements are not warranted to be correct and are not guaranteed): A single storey residence consisting of three bedrooms, two bathrooms, kitchen, dining-room, lounge, family room, garage and swimming-pool.

*The material conditions of sale are:*

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of mortgage bond over the property held by the Plaintiff which was 16% (sixteen per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R1 000 (one thousand rand) (whichever is the greater) together with 4% (four per centum) Sheriff's commission and 10% (ten per centum) VAT immediately after the sale and the balance of the price and interest shall, within 14 days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 16th day of June 1993.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwick Centre, 17 Fore Street, New Redruth, P.O. Box 1346, Alberton, 1450. (Tel. 907-83045) (Ref. Mr Du Plessis/AS/11078/Nedcor/O.)

Case 15220/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First Team Trust**, Plaintiff, and **Santamoco CC**, First Defendant, **Thomas Johannes Ferreira**, Second Defendant, and **Ursula Adelheit Ferreira**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above suit, a sale without reserve will be held at the office of the Sheriff, at 182 Leeuwpoot Street, Boksburg, on 16 July 1993 at 11:15, of the undermentioned property of the First Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Boksburg:

Erf 503, Lilianton Township, Registration Division IR, Transvaal, measuring 2 496 (two thousand four hundred and ninety-six) square metres, held by Deed of Transfer T13582/1985, situated at corner of Main Reef and Field Roads, Lilianton, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Six shops and garage.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of the sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a minimum fee of R6 000. Minimum charge R100.

Dated at Johannesburg this day of June 1993.

Paul Friedman, Attorney for Plaintiff, 12th Floor, 66 Smal Street, P.O. Box 5689, Johannesburg, 2001. (Tel. 29-8779) (Ref. Mr P. Friedman/ik/F85.)

Case 15220/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First Team Trust**, Plaintiff, and **Santamoco CC**, First Defendant, **Thomas Johannes Ferreira**, Second Defendant, and **Ursula Adelheit Ferreira**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above suit, a sale without reserve will be held at the office of the Sheriff, at 182 Leeuwpoot Street, Boksburg, on 16 July 1993 at 11:15, of the undermentioned property of the First Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Boksburg:

Erf 145, Lilianton Township, Registration Division IR, Transvaal, measuring 1 509 (one thousand five hundred and nine) square metres, held by Deed of Transfer T28421/1990, situated at 2 Urwin Street, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Three bedrooms, lounge, dining-room, family room, kitchen, two bathrooms, two toilets, swimming-pool, double garage, self-contained flat which consists of bedroom, bathroom, lounge and kitchen.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of the sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a minimum fee of R6 000. Minimum charge R100.

Dated at Johannesburg this day of June 1993.

Paul Friedman, Attorney for Plaintiff, 12th Floor, 66 Smal Street, P.O. Box 5689, Johannesburg, 2001. (Tel. 29-8779) (Ref. Mr P. Friedman/ik/F85.)

Case 32171/92  
PH 170

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Standard Bank of SA Ltd**, Judgment Creditor, and **Sandra Lorraine Saitowitz**, Judgment Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Deputy Sheriff, Johannesburg, prior to the sale (to be read out by the auctioneer at the time of the sale):

Certain Erf 27, Corlett Gardens Township, Registration Division IR, Transvaal, measuring 1 584 (one thousand five hundred and eighty-four) square metres, held by virtue of Deed of Transfer T58290/1980 and T33201/1973 and corresponding to the street address, 18 Da Costa Road, Corlett Gardens, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

The certain Erf 27, Corlett Gardens Township, Johannesburg, consists of the following: Three bedrooms (without m.e.s.), two bedrooms (m.e.s.), separate toilet, lounge, dining-room, playroom, kitchen, with a slasto veranda back and front, tile roof, double garage, servants' quarters, servant's toilet, servant's bathroom, swimming-pool, sand driveway with pre-cast wall around house.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R15 000 (fifteen thousand rand) and thereafter 2,5% (two and a half per cent) up to a maximum fee of R5 000 (five thousand rand). Minimum charge R50 (fifty rand).

Dated at Johannesburg this 28th day of 1993.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 29-2681) (Ref. N. Connell/S1620.)

Case 5546/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Allied Bank** (a division of ABSA Bank), Execution Creditor, and **Hillel Gregory Shapiro**, First Execution Debtor, and **Caryl Ann Shapiro**, Second Execution Debtor

The following property will be sold in execution on 29 July 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain section 10, as shown and more fully described on Sectional Plan SS56/84, in the building known as Heloise, situated at Birchleigh North Extension 1 Township, Local Authority of Kempton Park, situated at Unit 10, Heloise, Heloise Street, Birchleigh North Extension 1, Kempton Park, measuring 194 (one hundred and ninety-four) square metres.

*Consisting of:* Lounge, two bathroom, dining-room, two toilets, three bedrooms, two garages and kitchen, all under a tiled roof.

Subject to certain servitudes held under Deed of Transfer ST7536/92.

*Judgment debtor:* R150 974,89 plus interest at the rate of 16% (sixteen per centum) per annum from 1 May 1993 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

*Dated:* 16 June 1992.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203) (Ref. Mrs Niksch/AB1024.)

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**Case 10133/91**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK**

In the matter between **Allied Bank**, a division of ABSA Bank, Execution Creditor, and **Johannes Marthinus Vos**, Execution Debtor

The following property will be sold in execution on 29 July 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Erf 697, Esther Park Extension 1 Township, Registration Division IR, Transvaal, situated at 28 Gazania Street, Esterpark Extension 1, Kempton Park, measuring 1 000 (one thousand) square metres.

*Consisting of:* Lounge, two bathrooms, dining-room, two toilets, three bedrooms and carport. All under a tiled roof. The property is surrounded by precast walls.

Subject to certain servitudes held under Deed of Transfer T64791/87.

*Judgment debtor:* R59 487,30 plus interest at 20,75% (twenty comma seven five per centum) per annum from 1 April 1990 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's Office.

*Dated:* 17 June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203) (Ref. Mrs Niksch/AB389.)

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**Case 8269/90**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK**

In the matter between **Allied Bank**, a division of ABSA Bank, Execution Creditor, and **Gary Francis Hatton**, First Execution Debtor, and **Rene Charlene Hatton**, Second Execution Debtor

The following property will be sold in execution, on 29 July 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Erf 864, Terenure Extension 16 Township, Registration Division IR, Transvaal, situated at 11 Rooihout Street, Terenure Extension 16, Kempton Park, measuring 1 145 (one thousand one hundred and forty-five) square metres.

*Consisting of:* Lounge, bathroom, toilet, three bedrooms, kitchen, carport and driveway. All under a tiled roof. The property is surrounded by pre-cast walls.

Subject to certain servitudes held under Deed of Transfer T62075/88.

*Judgment debtor:* R64 805,59 plus interest at 20,75% (twenty comma seven five per centum) per annum from 1 August 1990 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's Office.

*Dated:* 17 June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203) (Ref. Mrs Niksch/AB476.)

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**Case 3723/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

In the matter between **United Bank**, a division of ABSA Bank, Execution Creditor, and **Bernard McCabe**, Execution Debtor

The following property will be sold in execution, on 26 July 1993 at 10:00, at the Sheriff's Office, Du Pisanie Building, 74 Joubert Street, Germiston:

Certain Portion 294 (a portion of Portion 7) of Lot 132, Klippoortjie Agricultural Lots Township, Registration Division IR, Transvaal, situated at 14 Engelwood Street/Crescent, Klippoortjie, Germiston, measuring 1 135 (one thousand one hundred and thirty-five) square metres.

*Consisting of:* Lounge, dining-room, two bedrooms, bathroom, toilet, garage and fencing.

Subject to certain servitudes held under Deed of Transfer T7329/85.



*Judgment debtor:* R68 311,98 plus interest at 16,75% (sixteen comma seven five per centum) per annum from 1 April 1993 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

*Dated:* 17 June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203) (Ref. Niksch/UA45.)

#### Case 1517/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **M. M. Nkosi**, First Defendant, and **S. S. Nkosi**, Second Defendant

On 21 July 1993 at 10:00, a public auction will be held at Johria Court, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's right, title and interest in: Certain site 140, Ramakonopi East Township, also known as site 140 Ramakonopi East, Katlehong, measuring 294 (two hundred and ninety-four) square metres.

*Improvements (These improvements are not warranted to be correct and are not guaranteed):* A residence consisting of two bedrooms, bathroom, kitchen, dining-room and a carport.

*The material conditions of sale are:*

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.
2. The price shall bear interest at the current rate from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (which ever is the greater) together with 4% (four per centum) Sheriff's commission and 10% (ten per centum) VAT immediately after the sale and the balance of the price and interest shall, within 14 days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 16th day of June 1993.

B. L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr Du Plessis/AS/3771/NEDC/N.)

#### Case 26316/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA

In the matter between **NBS Bank Ltd**, Plaintiff, and **Johannes Nicolaas Smit**, Defendant

A sale in execution will be held on 20 July 1993 at 10:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria, of:

Section 137, as shown and more fully described on Sectional Plan SS.33/81, in the building known as Hollard Place, situated in the Township of Pretoria, Local Authority, Pretoria City Council, together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendant under Certificate of Registered Sectional Title ST.33/81 (137) (UNIT). Known as 910 Hollard Place, 325 Jacob Maree Street, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Flat: Lounge, kitchen, bedroom, bathroom, w.c., carport 102, garden and parking.

Conditions of sale may be inspected at the office of the Sheriff Pretoria Central.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9739.)

#### Case 46/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON

In the matter between **United Bank** (a division of ABSA Bank), Execution Creditor, and **Jan Carel Venter**, First Execution Debtor, and **Anna Susanna Maria Venter**, Second Execution Debtor

The following property will be sold in execution on 19 July 1993 at 10:00, at the Sheriff's Office, Du Pisanie Building, 74 Joubert Street, Germiston:

Certain remaining extent of Portion 1 of Lot 2, Klippoortjie, Agricultural Lots Township, Registration Division IR, Transvaal, situated at 15 Rissel Street, Klippoortjie, Germiston, measuring 2 064 (two thousand and sixty-four) square metres.

Consisting of lounge, four bedrooms, study-room, TV-room, two bathrooms, two toilets, two sheds and fencing.

Subject to certain servitudes held under Deed of Transfer T4044/74. Judgment debtor: R126 567.98, plus interest at 17.25% (seventeen point twenty-five per centum) per annum from 1 January 1993 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/UA20.)

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**Case 12663/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK**

In the matter between **Allied Bank**, (a division of ABSA Bank), Execution Creditor, and **Cornelius Johannes Horn**, Execution Debtor

The following property will be sold in execution on 29 July 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Erf 495, Cresslawn Township, Registration Division IR, Transvaal, situated at 38 Beech Road, Cresslawn, Kempton Park, measuring 1 021 (one thousand and twenty-one) square metres.

Consisting of lounge, bathroom, dining-room, toilet, three bedrooms, two garages, carport, kitchen, study and driveway, all under a tin roof. The property is surrounded by pre-cast walls.

Subject to certain servitudes held under Deed of Transfer T45347/88. Judgment debtor: R73 178.08, plus interest at the rate of 18% (eighteen per centum) per annum reckoned from 1 December 1992 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated on this 16th day of June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/AB985.)

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**Case 6724/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK**

In the matter between **Allied Bank**, a division of ABSA Bank, formerly Allied Building Society, Execution Creditor, and **Rosemarie Helen van Heerden**, Execution Debtor

The following property will be sold in execution on 29 July 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Unit 12, as shown and more fully described on Sectional Plan SS92/1990, in the building known as Edzeen Village, situated at Township of Edleen Extension 1, Local Authority of Kempton Park, situated at Unit 12, Edzeen Village, Edleen, Kempton Park, measuring 132 (one hundred and thirty-two) square metres, consisting of combined lounge and dining-room, three bedrooms, kitchen, two bathrooms/toilet, separate toilet, garage, tiled roof and walled fence. Subject to certain servitudes held under Certificate of Registered Sectional Title ST192/1990 (12) Unit.

Judgment debt: R72 037.54 plus interest at 19% (nineteen per cent) per annum from 1 June 1992 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated on the 11th day of June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/AB940.)

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**Case 12775/92****IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd), Plaintiff, and **Kolobere Frans Kgatla**, First Defendant, and **Victoria Margaret Kgatla**, Second Defendant

Pursuant to a judgment of the above Court, and a warrant of attachment dated 30 July 1992, the undermentioned property will be sold in execution on Thursday, 22 July 1993 at 10:00, at the offices of the Sheriff, Pretoria North West, Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

All the right, title and interest in the leasehold in respect of Site 3846, Township of Atteridgeville, Registration Division JR, Transvaal, measuring 295 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TE83473/91, known as 81 Masalo Street, Atteridgeville.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: A house comprising two bedrooms, toilet, kitchen and lounge/dining-room.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria North West, Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 23rd day of June 1993.

M. S. L. Coetzee, c/o Findlay & Niemeyer, Plaintiff's Attorney, 635 Permanent Building, Paul Kruger Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Saak 10020/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)In the saak tussen **Saambou Bank Bpk.**, Eiser, en **Manda Watson**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 23 Julie 1993 om 10:00, verkoop word deur die Balju, Verkooplokaal van die Balju, Progressweg 182, Technikon, Roodepoort, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 765, Dobsonville Gardens-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 243 vierkante meter (geleë te Huis 765, Dobsonville Gardens).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met eetkamer, twee slaapkamers, badkamer en kombuis.

Gedateer op die 21ste dag van Junie 1993.

D. H. Scholtz, vir De Villiers Scholtz, Tweede Verdieping, Saambou-gebou, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Case 6537/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd**, formerly Nedperm Bank Ltd, formerly known as Nedbank Ltd, trading as Nedbank (Reg. No. 51/00009/06), Plaintiff, and **Benedict Ambrose Heyns**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the Second Floor, 228 Visagie Street, Pretoria:

(a) Site 8, as shown and more fully described on Sectional Plan SS224/84, in the scheme known as Solitaire (also known as 204 Solitaire Flats, 554 Schoeman Street, Pretoria), in respect of the land and building or buildings situated at Erf 1036, Township of Arcadia, in the Local Authority: City Council of Pretoria, of which the floor area is 53 (fifty-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of transfer ST105411/92.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: One and a half (1½) bedroomed flat, situated on the second floor consisting of bathroom, kitchen, lounge/dining-room and entrance-hall.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer's charges on the first R20 000 and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 18th day of June 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S547/93.)

Case 43/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **United Bank**, a division of ABSA Bank Ltd, Execution Creditor, and **Anthony David Phelps**, First Execution Debtor, and **Angela Brenda Rose Phelps**, Second Execution Debtor

The following property will be sold in execution on 29 July 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Erf 945, Birch Acres Extension 3 Township, Registration Division IR, Transvaal, situated at 3 Namankwaduif Street, Birch Acres Extension 3, Kempton Park, measuring 1 035 (one thousand and thirty-five) square metres, consisting of lounge, two bathrooms, dining-room, two toilets, three bedrooms, garage, kitchen, driveway, all under a tiled roof. The property is partially surrounded. Subject to certain servitudes held under Deed of Transfer T82403/91.

*Judgment Debtor:* R107 227,16 plus interest at 16,75% (sixteen comma seven five per cent) per annum, from 1 January 1993 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated: 18 June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/UT25.)



Case 5115/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **United Bank**, a division of ABSA Bank Ltd, Execution Creditor, and **Petrus Johannes Pienaar**, First Execution Debtor, and **Susara Cathrina Pienaar**, Second Execution Debtor

The following property will be sold in execution on 29 July 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Erf 23, Birchleigh North Extension 3 Township, Registration Division IR, Transvaal, situated at 31 Lydia Street, Birchleigh North Extension 3, Kempton Park, measuring 1 000 (one thousand) square metres, consisting of lounge, two bathrooms, dining-room, two toilets, three bedrooms, two garages, kitchen, study. All under a tiled roof. The property is surrounded by pre-cast walls. Subject to certain servitudes held under Deed of Transfer T43892/88.

*Judgment Debtor:* R94 929,18 plus interest at 16% (sixteen per cent) per annum, from 1 April 1993 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

*Dated:* 18 June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/UT61.)

Case 5547/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Allied Bank**, a division of ABSA Bank Ltd, Execution Creditor, and **Michael John van In**, First Execution Debtor, and **Neil Ole Nördgaard**, Second Execution Debtor

The following property will be sold in execution on 29 July 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Erf 791, Birch Acres Extension 2 Township, Registration Division IR, Transvaal, situated at 3 Lepelaar Avenue, Birch Acres, Kempton Park, measuring 939 (nine hundred and thirty-nine) square metres, consisting of lounge, two bathrooms, two toilets, three bedrooms, two garages, kitchen, family/TV-room and bar, swimming-pool. All under a tiled roof. The property is surrounded by pre-cast walls. Subject to certain servitudes held under Deed of Transfer T36100/91.

*Judgment Debtor:* R121 333,03 plus interest at 16% (sixteen per cent) per annum, from 1 May 1993 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

*Dated:* 18 June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/AB1023.)

Case 2813/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON

In the matter between **United Bank**, a division of ABSA Bank, Execution Creditor, and **Nico Andre van der Westhuizen**, First Execution Debtor, and **Johanna Jacoba van der Westhuizen**, Second Execution Debtor

The following property will be sold in execution on 26 July 1993 at 10:00, at the Sheriff's Office, Du Pisanie Building, 74 Joubert Street, Germiston:

Certain Portion 33 of Erf 2191, Primrose Township, Registration Division IR, Transvaal, situated at 154 Pretoria Road, Primrose, Germiston, measuring 688 (six hundred and eighty-eight) square metres, consisting of lounge, three bedrooms, two bathrooms, two toilets, garage, two sheds and fencing, subject to certain servitudes held under Deed of Transfer T21323/91.

*Judgment Debtor:* R63 003,78 plus interest at 16,75% (sixteen comma seven five per cent) per annum, from 1 April 1993 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

*Dated:* 14 June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/UA39.)

Case 11554/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06) (formerly known as Nedperm Bank Ltd), Plaintiff, and **John George Meyer**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00 of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain unit comprising Section 51 and its undivided share in the common property in the Parkleigh Court Sectional Title Scheme, measuring 116 square metres, situated at Flat 63, Parkleigh Court, 95 Wolmarans Street, Hospital Hill, Johannesburg.

**Improvements** (not guaranteed): A flat comprising two bedrooms, bathroom, kitchen and lounge.

**Terms:** 10% (ten per cent) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000, and a minimum of R100.

Dated at Johannesburg on this 17th day of June 1993.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7123-645.)

**Case 11553/93**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06) (formerly known as Nedperm Bank Ltd), Plaintiff, and  
**Gillian Weinberg**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 201, Westcliff Township, Registration Division IR, Transvaal, measuring 4 847 square metres, situated at 12 The Valley Road, Westcliff, Johannesburg.

**Improvements** (not guaranteed): A house under tiled roof consisting of six bedrooms, three bathrooms, dining-room, family room, lounge, study, kitchen, three garages, servants' quarters, ablutions and swimming-pool with brick walls surrounding the property.

**Terms:** 10% (ten per cent) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000, and a minimum of R100.

Dated at Johannesburg on this 15th day of June 1993.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7153-083.)

**Case 4821/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **United Bank** (a division of ABSA Bank Ltd), Execution Creditor, and **Jacque van der Berg**,  
Execution Debtor

The following property will be sold in execution on 29 July 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Section 26, as shown and more fully described on Sectional Plan SS75/86, in the scheme known as Aneen in respect of the land and building situated at Kempton Park Township, Local Authority, Municipality of Kempton Park, situated at 26 Aneen, Gladiator Street, Kempton Park, measuring 34 (thirty-four) square metres.

Consisting of lounge, bathroom, toilet and kitchen. All under a tin roof.

Subject to certain servitudes held under Deed of Transfer ST59566/92.

Judgment Debtor R40 475,49 plus interest at 16,75% (sixteen comma seven five per cent) per annum from 1 March 1993 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated: 18 June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/UT58.)

**Case 2165/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON

In the matter between **NBS Bank Ltd** (formerly known as Natal Building Society), Plaintiff, and **Johannes Buti Ntuli**,  
First Defendant, and **Martha Ngoaneso Ntuli**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston and writ of execution dated 12 May 1993, the property listed hereunder will be sold in execution on 16 July 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 3848, Vosloorus Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held under Certificate of Registered Grant of Leasehold TL24487/1990 dated 2 July 1990 and situated at 3848 Vosloorus, Boksburg.

The following improvements are reported to be on the property, but nothing is guaranteed:

A single storey bagged finished residence, under tiled roof, comprising lounge, kitchen, two bedrooms, bathroom, toilet and outbuildings comprising of nil.

*Terms:*

1. 10% (ten per cent) of the purchase price in cash on the day of sale, the balance together with interest at 21% (twenty-one per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time, payable against registration of transfer.

2. Auctioneer's charges, payable on the day of sale, to be calculated on the applicable rate.

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Bedfordview on this the 18th day of June 1993.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenvue, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/eg LN0918.)

Case 853/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF OBERHOLZER HELD AT OBERHOLZER

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Freddie Letsiri Molapisi**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Oberholzer and writ of execution dated 23 March 1993, the following property will be sold in execution on 6 August 1993 at 10:00, at the Magistrate's Court, Van Zyl Smit Street, Oberholzer, to the highest bidder, viz.:

The Defendant's right, title and interest in and to his right of leasehold in respect of Erf 7704 (formerly 197), Kutsong Extension 1 Township, Registration division IQ, Transvaal, in extent 279 (two hundred and seventy-nine) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL24888/90, known as Erf 7704 (formerly 197), Khut-song Extension 1, Carletonville, upon which is erected a single detached dwelling under tile roof consisting of two bedrooms, bathroom, kitchen and lounge/dining-room.

No guarantee is however given in respect of the foregoing description.

*Terms:* R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for the Oberholzer Magistrate's Court) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for the Oberholzer Magistrate's Court, First Floor, Montalto Building, 4 Palladium Street, Carletonville, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond & Louw & Heyl, c/o Laage, Schoeman & Stadler, Plaintiff's Attorneys, Montalto Building, 4 Palladium Street, P.O. Box 1312, Carletonville.

Case 26096/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06) (formerly known as Nedperm Bank Ltd), Plaintiff, and **George Geoffrey Ferns**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 5 of Erf 34, Alan Manor Township, Registration Division IQ, Transvaal, measuring 1 375 square metres, situated at 14 Swartberg Road, Alan Manor, Johannesburg.

*Improvements* (not guaranteed): A house under tiled roof comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages, swimming-pool and servants' quarters with precast walls around the property.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000, and a minimum of R100.

Dated at Johannesburg this 12th day of November 1992.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorney, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-094.)



Case 11284/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06) (formerly known as Nedperm Bank Ltd), Plaintiff, and  
**Sinavasen Naransamy**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain unit comprising Section 9 and its undivided share in the common property in the Enfield Court Sectional Title Scheme, measuring 76 square metres, situated at 208 Enfield Court, 42 Kaptein Street, Hillbrow, Johannesburg.

*Improvements* (not guaranteed): A flat comprising bedroom, bathroom, kitchen and lounge.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000, and a minimum of R100.

Dated at Johannesburg this 15th day of June 1993.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorney, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7123-493.)

Case 33699/92  
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division) (formerly known as United Bank Ltd and prior to that United Building Society Ltd), Plaintiff, and **Stiglingh Suliman**, First Defendant, and **Stiglingh Ophelia Millicent**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held outside the Magistrate's Court in Westonaria at Van Riebeeck Street, Westonaria, on Friday, 23 July 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Westonaria, First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 1740, Lawley Extension 1, Registration Division IQ, Transvaal, measuring 410 m<sup>2</sup>, held by the Defendants under Deed of Transfer T47357/1989, being 1740 Pirahna Crescent, Lawley Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

The dwelling consists of lounge, three bedrooms, bathroom, separate w.c. and kitchen.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 21st day of May 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z61018.) (Ref. Ms Glyn/Mr Roos/NG/cb.)

Case 735/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF OBERHOLZER HELD AT OBERHOLZER

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Velile Richard Mavoma**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Oberholzer and writ of execution dated 24 March 1993, the following property will be sold in execution on 13 August 1993 at 10:00, at the Magistrate's Court, Van Zyl Smit Street, Oberholzer, to the highest bidder, viz.:

The Defendant's right, title and interest in and to his right of leasehold in respect of Erf 4068, Khusong Township, Registration Division IQ, Transvaal, in extent 252 (two hundred and fifty-two) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL23650/90, known as Erf 4068, Khutsong, Oberholzer, upon which is erected a single detached dwelling under tile roof consisting of two bedrooms, bathroom, kitchen and lounge/dining-room.

No guarantee is however given in respect of the foregoing description.

**Terms:** R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for the Oberholzer Magistrate's Court), at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for the Oberholzer Magistrate's Court, First Floor, Montalto Building, 4 Palladium Street, Carletonville, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond and Louw & Heyl, c/o Laage, Schoeman & Stadler, Plaintiff's Attorneys, Montalto Building, 4 Palladium Street, P.O. Box 1312, Carletonville.

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**Case 381/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF OBERHOLZER HELD AT OBERHOLZER**

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Zacharia Bafedile Boikanyo**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Oberholzer and writ of execution dated 19 February 1993, the following property will be sold in execution on 30 July 1993 at 10:00, at the Magistrate's Court, Van Zyl Smit Street, Oberholzer, to the highest bidder, viz.:

The Defendant's right, title and interest in and to his right of leasehold in respect of Erf 2368, Khutsong Township, Registration Division IQ, Transvaal, in extent 283 (two hundred and eighty-three) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL14448/88, known as Erf 2368, Khutsong, Oberholzer, upon which is erected a single detached dwelling under tile roof consisting of three bedrooms, bathroom, kitchen, lounge and dining-room. Part of the building is a double storey with two garages and a carport.

No guarantee is however given in respect of the foregoing description.

**Terms:** R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for the Oberholzer Magistrate's Court), at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for the Oberholzer Magistrate's Court, First Floor, Montalto Building, 4 Palladium Street, Carletonville, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond and Louw & Heyl, c/o Laage, Schoeman & Stadler, Plaintiff's Attorneys, Montalto Building, 4 Palladium Street, P.O. Box 1312, Carletonville.

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**Case 3990/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF OBERHOLZER HELD AT OBERHOLZER**

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Rammawe Reuben Ramathibe**, First Defendant, and **Dikeleoy Elizabeth Ramathibe**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Oberholzer and writ of execution dated 16 January 1992, the following property will be sold in execution on 6 August 1993 at 10:00, at the Magistrate's Court, Van Zyl Smit Street, Oberholzer, to the highest bidder, viz.:

The Defendant's right, title and interest in and to their right of leasehold in respect of Erf 73, Khutsong Extension 1 Township, Registration Division IQ, Transvaal, in extent 375 (three hundred and seventy-five) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL63765/1989, known as Erf 73, Khutsong Extension 1, Carletonville, 2500, upon which is erected a detached single-storey dwelling under tile roof consisting of bedroom, bathroom and kitchen.

No guarantee is however given in respect of the foregoing description.

**Terms:** R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for the Oberholzer Magistrate's Court), at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for the Oberholzer Magistrate's Court, First Floor, Montalto Building, 4 Palladium Street, Carletonville, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond and Louw & Heyl, c/o Laage, Schoeman & Stadler, Plaintiff's Attorneys, Montalto Building, 4 Palladium Street, P.O. Box 1312, Carletonville.

Case 6479/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Saambou Bank Ltd**, Plaintiff, and **Mamkeli Elliot Rode**, First Defendant, married in community of property to **Nombulelo Gladys Rode**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 13 August 1991 and writ of execution dated 18 May 1993, the following property will be sold in execution on Wednesday, 28 July 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johria Building, Du Plessis Street, Alberton, to the highest bidder, viz.:

All right, title and interest in the leasehold in respect of Erf 11375, Tokoza Extension 2 (previously Erf 704, Tokoza Extension 2) Township, street address 11375 Tokoza Extension 2 (previously Erf 704, Tokoza Extension 2), measuring 225 square metres, held under Certificate of Registered Grant of Leasehold TL49038/1990 dated 17 December 1990.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

*Main building:* Lounge, two bedrooms, kitchen and bathroom/toilet.

*Outbuildings:* None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 21,75% (twenty-one comma seven five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 21st day of June 1993.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss J. Hayward.)

Case 1368/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WESTONARIA HELD AT WESTONARIA

In the matter between **NBS Bank Ltd**, Plaintiff, and **Ntsepe Samuel Motsepe**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution dated 5 August 1992, the property listed hereunder will be sold in execution on 16 July 1993 at 10:00, in front of the Magistrate's Court, President Steyn Street, Westonaria, to the highest bidder:

The Defendant's right, title and interest in and to his right of leasehold in respect of Erf 3495, Bekkersdal Township, Registration Division IQ, Transvaal, in extent 374 square metres, held by Deed of Transfer TL2866/1990, situated at Erf 3495, Bekkersdal, Westonaria.

The following improvements are reported to be on the property, but nothing is guaranteed:

Single-storey dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage, boundary fenced.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, First Floor, Barclay Centre, Edwards Avenue, Westonaria. A substantial building society loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this 11th day of June 1993.

S. W. Kruger, for Truter Crous Wiggill & Vos, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) (Ref. Mr Kruger/eb/NC39.)

Case 35495/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Sher, Maurice** (trading as Maurice Sher Estates), Plaintiff, and **Motshwane, Godfrey Abel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale with no reserve price will be held at the office of the Deputy Sheriff, at 131 Marshall Street, Johannesburg, on 22 June 1993 at 10:00, onward of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Deputy Sheriff:

Unit 9, Flat 9, Drakensburg, 28 Saunders Street, Yeoville, being sectional scheme Drakensburg, Scheme 25, Unit 9.

The following information is furnished though in this respect nothing is guaranteed:

1. The unit is on the top floor of a three floor building.
2. Unit is north facing.



3. Unit contains two bedrooms, lounge/dining-room combined, bathroom with separate toilet, kitchen, lock-up parking bay, servants' quarters or store-room and intercom security system.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance, payable against registration of transfer to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale.

2. Auctioneer's charges, payable on the day of the sale, to be calculated as follows:

5% (five per centum) on the proceeds of the sale up to a price of R10 000 and thereafter 2,5% (two and a half per centum) up to a maximum fee of R5 000. Minimum charge R20.

Dated at Johannesburg on this the 2nd day of June 1993.

Beder-Friedland Inc., Plaintiff's Attorneys, 1-4 The Forum, 340 Louis Botha Avenue, Orange Grove, Johannesburg; P.O. Box 51614, Raedene, 2124. (Tel. 485-1025.) (Fax 485-1335.) (Ref. D. G. Friedland/tt.maurice/M134.)

**Case 34022/92  
PH 267**

**IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**

In the matter between **ABSA Bank Ltd** (United Bank division) (formerly known as United Bank Ltd, and prior to that United Building Society Ltd), Plaintiff, and **Collins Malcolm Ian**, First Defendant, and **Collins Ingrid Terry**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elnarandhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 20 July 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 3809, Randpark Ridge Extension 29 Township, Registration Division IQ, Transvaal, measuring 1 085 m<sup>2</sup>, held by the Defendants under Deed of Transfer T30077/1991, being 3809 Stingray Street, Randpark Ridge, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms, kitchen, two garages, servant's room and shower/w.c.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 19th day of May 1993.

Roudledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z61910.) (Ref. Ms Glyn/Mr Roos/cb.)

**Case 54563/92  
PH 261**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG**

In the matter between **Body Corporate of Park Lane**, Execution Creditor, and **A. Lebury**  
(also known as George Austin Leburu), Execution Debtor

1. On Friday, 13 August 1993 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, the undermentioned property will be sold in execution of a judgment obtained in the above matter on 29 October 1992:

Section 15 of Stand 1510, Berea, Johannesburg, measuring 42 square metres, held under Sectional Title ST44142/1991 (15)(Unit), situated at Flat 16, Park Lane, 22 Abel Road, Berea, Johannesburg ("the property").

2. The conditions to be read out by the auctioneer at the time of the sale will lie for inspection prior to the sale at the offices of the Sheriff of the Magistrate's Court, Johannesburg East, A4 Sanlam Industrial Park, Prop Street, off John Street, Selby, Johannesburg.

3. **Terms:** 10% (ten per centum) of the purchase price in cash on the date of sale, the balance payable against registration of the transfer go be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

4. Auctioneer's charges, payable on the date of sale to be 4% (four per centum).

Dated at Johannesburg on this the 22nd day of June 1993.

Ivor Trakman & Partners, Attorneys for Execution Creditor, First Floor, 111 Twist Street, Hillbrow, Johannesburg. (Tel. 643-7037.) (Ref. Mrs P. Tobin/MA/K.404.)

Case 22920/92  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

In the matter between **ABSA Bank Ltd** (Allied Bank division), Plaintiff, and **Jack Heinrich Abraham**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff for the Supreme Court, Potchefstroom, at the main entrance to the Magistrate's Court, Fochville, on Friday, 23 July 1993 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Potchefstroom, 195 Kerk Street, Potchefstroom:

Erf 1125, Fochville Township, Registration Division IQ, Transvaal, measuring 1 487 m<sup>2</sup>, held by the Defendant under Deed of Transfer T4769/1992, being 26 Amarilla Street, Fochville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c. and two garages.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 27th day of May 1993.

Roudledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z59400.) (Ref. Z59400/FCLS/WR/Mr Brewer/djl.)

Case 700/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WESTONARIA HELD AT WESTONARIA

In the matter between **Bankorp Ltd**, Execution Creditor, and **Lukas Cornelius Steyn**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Westoaria, and writ of execution dated 22 March 1993, the property listed hereunder will be sold at 57 Jones Street, Venterspost, Westonaria, on Thursday, 22 July 1993 at 10:00:

Erf 635, Venterspost, Registration Division IQ, Transvaal, measuring 744 square metres, held by Deed of Transfer T10431/1990.

Conditions of sale which may be inspected at the Sheriff of the Court, Westonaria, during office hours, determine that the property be sold voetstoots, that the purchase price be payable in cash immediately after the sale and that the balance of the purchase price payable on registration of transfer, be guaranteed within 30 days.

Dated at Westonaria on this 18th day of June 1993.

S. W. Kruger, for Truter Crous Wiggill & Vos, Truvos Building, 88 Briggs Street, Westonaria. (Ref. Mr Kruger/eb/B349.)

Case 2036/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

In the matter between **ABSA Bank Ltd** (Allied Bank division), Plaintiff, and **Jan Petrus Joubert** (Identity Number 6006245048005), First Defendant, and **Helena Fransina Jacoba Joubert** (Identity Number 6109040161005), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Klerksdorp, at 63 Irvine Street, La Hoff, Klerksdorp, on Wednesday, 21 July 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 391, La Hoff Township, Registration Division IP, Transvaal, measuring 1 323 m<sup>2</sup>, held by the Defendants under Deed of Transfer T48302/1986, being 63 Irvine Street, La Hoff, Klerksdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

The property consists of vacant land.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 8th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z63958.) (Ref. Z63958/FCLS/WR/Mr Brewer/djl.)

**Case 34772/92  
PH 267**

**IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**

In the matter between **ABSA Bank Ltd** (United Bank division) (formerly known as United Bank Ltd and prior to that United Building Society Ltd), Plaintiff, and **Louw Leon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 22 July 1993 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Portion 5 of Erf 225, Lyndhurst Township, Registration Division IR, Transvaal, measuring 2 024 m<sup>2</sup>, held by the Defendant under Deed of Transfer T77791/1989, being 162 Morkel Road, Lyndhurst.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

The property is a vacant stand.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 19th day of May 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z61937.) (Ref. Ms Glyn/Mr Roos/NG/hs.)

**Case 29371/92  
PH 267**

**IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**

In the matter between **ABSA Bank Ltd** (Allied Bank division), Plaintiff, and **I V Investments CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff for the Supreme Court, Sandton, at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Ferndale, Randburg, on Wednesday, 21 July 1993 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg:

Erf 5, Meadowhurst Township, Registration Division IR, Transvaal, measuring 1 060 m<sup>2</sup>, held by the Defendant under Deed of Transfer T47539/1988, being Erf 5, Royce Road, Meadowhurst, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

The dwellings consists of entrance-hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., kitchen, scullery, pantry, two garages and shower.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 9th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z59166.) (Ref. Ms Glyn/Mr Roos/hs.)



Case 2031/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

In the matter between **ABSA Bank Ltd** (Allied Bank division), Plaintiff, and **Francois Phillipus Vorster** (Identity Number 6507305179002), First Defendant, and **Sandra Eugene Magrietha Vorster** (Identity Number 6710270172008), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Klerksdorp, at 1 Steenbra Street, corner of Caledon Street, Boetrand, Randlespark, Klerksdorp, on Wednesday, 28 July 1993 at 12:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 613, Boetrand Township, Registration Division IP, Transvaal, measuring 696 m<sup>2</sup>, held by the Defendants under Deed of Transfer T341/1987, being 1 Steenbra Street, corner of Caledon Street, Randlespark, Boetrand, Klerksdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

The dwelling consist of entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage and shower/w.c.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 6th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z63959.) (Ref. Z63959/FCLS/WR/Mr Brwer/djl.)

Case 14931/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RANDBURG HELD AT RANDBURG

In the matter between **Peter William Wentzel**, Plaintiff, and **Berkley Property Consultants CC**, Defendant

In execution of a judgment of the Randburg Magistrate's Court in the above suit, a sale without reserve will be held on the steps of the Randburg Magistrate's Court, Jan Smuts Avenue, on Wednesday, 21 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Randburg:

Portion 8 of Erf 409, Northwold Extension 11 Township, Registration Division IQ, Transvaal, measuring 508 (five hundred and eight) square metres, being a vacant stand.

The following information is furnished *re* the improvements, though in this regard nothing is guaranteed. Vacant Stand.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of the sale.

Peter W. Wentzel, Plaintiff's Attorneys, Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 333-1761.) (Ref. Mrs V. Bove Viegas/mk/4131.)

Case 14931/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RANDBURG HELD AT RANDBURG

In the matter between **Peter William Wentzel**, Plaintiff, and **Berkley Property Consultants CC**, Defendant

The property which will be put up to auction on 21 July 1993 consists of:

Portion 8 of Erf 409, Northwold Extension 11 Township, Registration Division IQ, Transvaal, measuring 508 (five hundred and eight) square metres, being vacant stand, held under Deed of Transfer T47827/91.

*The sale shall be subject to the following conditions:*

1. The property shall be sold by the Sheriff of Randburg to the highest bidder without a reserve and subject to the conditions that there is no defect in Title, prohibiting registration of transfer into the Purchaser's name.
2. The sale shall be for rands, and no bid of less than ten rand shall be accepted.
3. If any dispute arises about any bid, the property may again be put up for auction.
4. If the auctioneer makes any mistake in selling, such mistake shall not be binding on any of the parties, but may be rectified.

5. The purchaser shall, as soon as possible after the sale and immediately on being requested by the Sheriff, sign these conditions, and if he has bought *quo qualitate*, state the name of his principal.

6. The purchaser shall pay a deposit of (10%) ten per cent of the purchase price in cash on the day of the sale. The balance together with interest on the purchase price at the rate of 18,5% (eighteen comma five per cent) per annum from the date of sale to the date of Registration of Transfer, to be secured by a bank or building society, or other acceptable guarantee, to be approved by the Plaintiff's attorney, to be furnished to the said attorney within 14 days of the date of sale. Subject to the further proviso that should the Plaintiff or any other bondholder be entitled to a higher rate of interest, then that rate of interest shall be applicable. Notwithstanding the provisions of this clause if the Plaintiff purchases the property it shall be entitled to set the purchase price off against the judgment debt including interest and costs and shall not be required to pay purchase price in the manner set out in this clause.

7. The purchaser shall, on the date of the sale, pay 4% (four per cent) auctioneer's charges, minimum of R50 (fifty rand) on the proceeds of the sale.

8. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at risk and profit of the purchaser, who shall make his own arrangement for occupation.

9. The Sheriff may demand that any buildings standing on the property sold, shall be immediately insured by the purchaser for the full value of the same, and the insurance policy handed to him and kept in force as long as the whole price has not been paid; and if he does not do so, the Sheriff, may effect the insurance at the purchaser's expense.

10. The property is sold as represented by the Title Deeds and diagram, the Sheriff not holding himself liable for any deficiency that may be found to exist and renouncing all excess. the property is sold *voetstoots* and without warranty or representation, and also subject to all servitudes and conditions specified in the Deed of Transfer.

11. Upon the signing of these conditions of sale, by the purchaser, same will be regarded as a deed of sale.

12. The Execution Creditor shall be entitled to appoint an attorney to attend to transfer.

13. The sale is subject to the Value-Added Tax, Act No. 89 of 1991.

#### Case 16983/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **NBS Bank Ltd**, formerly trading as Natal Building Society Ltd, Plaintiff, and **Puseletso Francina Namanyane NO**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 15 March 1993, the property listed hereunder will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg:

The right, title and interest in the leasehold in respect of Site 2244, Molapo Township, Registration Division IQ, Transvaal, measuring 212 (two hundred and twelve) square metres, held by Certificate of Registered Grant of Leasehold TL28820/90.

The following improvements are reported to be on the property, but nothing is guaranteed.

A single storey residential building of brick walls and plastered and tiled roof. Consisting of a lounge, kitchen, two bedrooms, bathroom and w.c. The boundary is fenced.

#### Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 20% (twenty per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT on the proceeds of the sale.

#### Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N76773.)

#### Case 1617/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **NBS Bank Ltd**, formerly trading as Natal Building Society Ltd, Plaintiff, and **Fios Moses Cele**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 17 February 1993, the property listed hereunder will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg:

The right, title and interest in the leasehold in respect of Erf 1819, Zondi Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, held by Certificate of Right of Leasehold TL36741/90.

The following improvements are reported to be on the property, but nothing is guaranteed:

A single storey residential building of brick walls and plastered and tiled roof. Consisting of a lounge, kitchen, two bedrooms, bathroom and w.c. The boundary is fenced.

*Terms:*

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 18,5% (eighteen comma five per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT on the proceeds of the sale.

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N78575.)

Saak 2566/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **Bilhard Consolidated Investments**, Eerste Verweerder, **William Edward Harding**, Tweede Verweerder, en **Brigid Eileen Harding**, Derde Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 17 Desember 1992, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju, by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieder op 5 Augustus 1993 om 10:00:

Erf 2456, Kempton Park-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 967 (negehonderd sewe-en-sestig) vierkante meter, bekend as hoek van Okkerneut- en Duvenhageweg, Kempton Park-uitbreiding 11.

*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, in so ver dit van toepassing mag wees.

2. Die volgende verbeteringe op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis: Enkelverdieping, kelderparkering, vyf winkels/kantore, siersteenkompleks.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans, tesame met rente vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 20,75% (twintig komma sewe vyf persent) per jaar, sal binne veertien (14) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Negende Verdieping, Unitedgebou, Centraallaan 16A, Privaat Sak 53, Kempton Park, 1620. (Ref. Mr McKenzie/GB/DB.)

Case 4518/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

In the matter between **ABSA Bank Ltd**, Allied Bank Division, Plaintiff, and **George Botes**, Identity Number 5108135050009, First Defendant, and **Petronella Hendriza Botes**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Klerksdorp, at 81 Connie Avenue, Adamayview, Klerksdorp, on Wednesday, 21 July 1993 at 12:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 326, Adamayview Township, Registration Division IP, Transvaal, measuring 1 110 m<sup>2</sup>, held by the Defendants under Deed of Transfer T27437/1975, being 81 Connie Avenue, Adamayview, Klerksdorp.

The following information is furnished re the improvements, though in this respect nothing is guaranteed:

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, servant's room, and shower/w.c.



*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 8th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account No.: Z65455.) (Tel. 836-5251.) (Ref. Z65455/FCLS/WR/Mr Brewer/djl.)

Saak 996/92

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaanleenthede**, Eiser, en **Ross House Beslote Korporasie**, Verweerder

Erf 144, geleë in Ironsyde, groot 1 963 vierkante meter, geleë op die hoek van Kruger- en Wepenerstraat, Ironsyde, T21133/1971.

Erf 248, geleë in Ironsyde, groot 1 963 vierkante meter, geleë in Bekkerstraat 248, Ironsyde, T3298/1971, Eksekusieveling te Baljukantore, Beaconsfieldlaan 41A, Vereeniging, op 6 Augustus 1993 om 10:00, aan die hoogste bieder.

Bogemelde eiendom word apart verkoop en nie as 'n eenheid nie.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê ter insae by die kantore van die Balju, Vereeniging, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van die verkoping;

(b) Die koper moet afslagselde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys.

Geteken te Pretoria op hierdie 23ste dag van Junie 1993.

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844/5/6/7.) (Verw. mev. Van Niekerk.)

Saak 26463/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **John Dennis O'Conner**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 17 Mei 1993, sal die ondergelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 22 Julie 1993 om 10:00:

(a) Deel 6, soos getoon en meer volledig beskryf op Deelplan SS217/84, in die gebou bekend as Elizabeth Court, Plaaslike Owerheid, Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens die genoemde Deelplan 65 (vyf-en-sestig) vierkante meter groot is; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema, toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken. (Die eiendom is beter bekend as Elizabethhof 6, Kerkstraat-Wes 201, Pretoria-Wes), gehou kragtens Sertifikaat van Geregistreerde Deeltitel SS217/84/(6)(Unit).

*Plek van verkoping:* Die verkoping sal plaasvind te die kantore van die Balju, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie:

*Hoofgebou bestaan uit:* Sitkamer, kombuis, een en 'n half slaapkamer en badkamer.

*Konstruksie sluit in:* Volvloermatte, PVC.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 23ste dag van Junie 1993.

E. J. J. Geyser, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Geyser/an/A542.)

Case 28061/92

PH 135

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Zacharia Magagula**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at 182 Leeuwpoot Street, Boksburg, on 16 July 1993 at 11:15, on the conditions read out by the auctioneer at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, prior to the sale, of the undermentioned property situated at:

Erf 6381, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, held by Certificate of Registered Grant of Leasehold TL46667/1988, which is zoned as residential and consists of (not guaranteed): A dwelling, kitchen, three bedrooms, bathroom, dining-room and lounge.

2. Terms:

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2.2 Auctioneer's charges payable on the day of sale, to be calculated as follows:

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 10th day of June 1993.

Hofmeyer Van der Merwe Inc., Attorneys for Plaintiff, 25th Floor, Sanlamsentrum, Jeppe Street; P.O. Box 9700, Johannesburg. (Tel. 332-0000.) (Ref. Mr Treisman/Mrs Stratis.)

Case 05933/92

PH 135

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Jacobus Dawid Botha**, First Defendant, and **Glodina Susanna Helena Botha**, Second Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at 131 Marshall Street, Johannesburg, on 22 July 1993 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale, of the undermentioned property situated at:

36 Kilmore Avenue West, Crosby, Johannesburg, being Erf 685, Crosby Township, Registration Division IQ, Transvaal, measuring 541 (five hundred and forty-one) square metres, held by Deed of Transfer T44175/1991, which is zoned as residential and consists of (not guaranteed): A dwelling, three bedrooms, bathroom, dining-room, kitchen, under iron roof, carport, servants' quarters, enclosed by precast wall.

2. Terms:

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2.2 Auctioneer's charges payable on the day of sale, to be calculated as follows:

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 2nd day of June 1993.

Hofmeyer Van der Merwe Inc., Attorneys for Plaintiff, 25th Floor, Sanlamsentrum, Jeppe Street; P.O. Box 9700, Johannesburg. (Tel. 332-0000.) (Ref. Mr Treisman/Mrs Stratis.)

Saak 12568/90

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Adriaan Olsson**, Verweerder

Erf 151, geleë in Sorrento Park IS, groot 991 vierkante meter, geleë te Paulinestraat 151, Sorrento Park, T29791/1975, Eksekusieveling te Landdroskantoor, Kamer 83, Bethal, op 6 Augustus 1993 om 11:00, aan die hoogste bieder:

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê ter insae by die kantore van die Balju, Bethal, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die Koopprijs kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van die verkoping.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprijs.

Geteken te Pretoria op hierdie 23ste dag van Junie 1993.

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844.) (Verw. mev. Van Niekerk.)

Saak 19846/91

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede**, Eiser, en **Joachim Hendrik Maartens**, Verweerder

Erf 275, geleë in Sorrento Park IS, groot 1 086 vierkante meter, geleë te Erikastraat 275, Sorrento Park, T19621/1974.

Erf 329, geleë in Sorrento Park IS, groot 1 264 vierkante meter, geleë te Carinastraat 329, Sorrento Park, T19621/1974, Eksekusieveling te Landdroskantoor, Kamer 83, Bethal, op 6 Augustus 1993 om 11:00, aan die hoogste bieder:

Bogemelde eiendomme word apart verkoop en nie as 'n eenheid nie.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê ter insae by die kantore van die Balju, Bethal, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die Koopprijs kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van die verkoping;

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprijs.

Geteken te Pretoria op hierdie 23ste dag van Junie 1993.

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844/5/6/7.) (Verw. mev. Van Niekerk.)

Saak 74851/92

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede**, Eiser, en **Pieter Nicolaas Terblanche**, Verweerder

Erf 3, geleë in The De Deur Estates Ltd, IQ, groot 3,8329 hektaar, geleë te Centreweg 3, The De Deur Estates Ltd, T24873/1945, Eksekusieveling te Baljukantore, Beaconsfieldlaan 41A, Vereeniging, op 6 Augustus 1993 om 10:00, aan die hoogste bieder:

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê ter insae by die kantore van die Balju, Bethal, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die Koopprijs kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van die verkoping;

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprijs.

Geteken te Pretoria op hierdie 23ste dag van Junie 1993.

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844.) (Verw. mev. Van Niekerk.)

Saak 74855/92

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede**, Eiser, en **Hester Johanna Christina Marais**, Verweerder

Erf 38, geleë in The Balmoral Estates, IQ, groot 4 015 vierkante meter, geleë te Eerstestraat 38, The Balmoral Estates, T38120/1986, Eksekusieveling te Baljukantore, Beaconsfieldlaan 41A, Vereeniging, op 6 Augustus 1993 om 10:00, aan die hoogste bieder:

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborg word egter verstrek nie.



Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê ter insae by die kantore van die Balju, Bethal, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die Koopprijs kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van die verkoping;

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprijs.

Geteken te Pretoria op hierdie 23ste dag van Junie 1993.

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844.) (Verw. mev. Van Niekerk.)

**Saak 2115/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER**

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **C. Poerstamper**, Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 28 Julie 1993 om 10:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf 5103, Secunda, Verbandakte B57181/88, B20022/89 en B33440/91, Transportakte T49741/88, verder bekend as Echostraat 60, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees in inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 21ste dag van Junie 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. Mev. Barrand/A300.)

**Saak 1969/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HOËVELDRIF GEHOU TE EVANDER**

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **D. J. Volschenk**, Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 28 Julie 1993 om 10:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf 3089, Secunda, Verbandakte B18927/90 en B18300/91, Transportakte T16974/90, verder bekend as Olifantsrivierstraat 10, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees in inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 21ste dag van Junie 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. Mev. Barrand/A67.)

**Saak 2031/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER**

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **J. W. McDonald**, Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 28 Julie 1993 om 10:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf 2728, Kinross, Verbandakte B29339/90, Transportakte T26283/90, verder bekend as Kiewietstraat 8, Thistle Grove, Kinross.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees in inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 21ste dag van Junie 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. Mev. Barrand/A304.)

**Saak 1892/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER**

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **W. P. Wallis**, Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 28 Julie 1993 om 10:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf 3369, Secunda, Verbandakte B85120/89, Transportakte T80121/89, verder bekend as Wilgestraat 24, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees in inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 21ste dag van Junie 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. Mev. Barrand/A331.)

Saak 7291/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **J. M. Q. Ball**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 15 Januarie 1993 toegestaan is, op 16 Julie 1993 om 10:00, te die Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Gedeelte 105 ('n gedeelte van Gedeelte 1) van die plaas Leeuwpoort 283, Registrasieafdeling JS, Transvaal, groot 8,8496 (aght komma agt vier nege ses) hektaar, gehou kragtens Akte van Transport T70083/91.

Die eiendom is as volg verbeter (nie gewaarborg): Woonhuis, vier slaapkamers, kombuis, sitkamer, twee badkamers en eetkamer.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die kooprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die kooprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings, ensovoorts op die eiendom asook rente op die kooprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 18de dag van Junie 1993.

J. M. Krugel, vir Harvey Nortje Ing., Prokureur vir die Eiser, hoek van Smutslaan en Northeystraat, Smuts Park, Posbus 727, Witbank.

Saak 2015/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **A. J. Claassen**, Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 28 Julie 1993 om 10:00 te Baljokantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf 5291, Secunda, Verbandakte B30748/90, Transportakte T27543/90, verder bekend as Berlinstraat 27, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees in inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 21ste dag van Junie 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A 64.)

Saak 1709/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **W. Lochynski**, Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 28 Julie 1993 om 10:00 te Baljokantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf 5700, Secunda, Verbandakte B30883/91, Transportakte T27114/91, verder bekend as Laryeracstraat 28, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees in inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 21ste dag van Junie 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A 4.)

Saak 1970/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **P. Richards**, Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 28 Julie 1993 om 10:00 te Baljokantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf 6608, Secunda, Verbandakte B35083/88 en B20908/90, Transportakte T30167/88, verder bekend as Bainkloofstraat 11, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees in inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 21ste dag van Junie 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A 234.)

Case 87289/92  
PH 157

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Fankie Johannes Kola**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 27 May 1993 will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

A unit consisting of:

(a) Section 4, as shown and more fully described on Sectional Plan SS192/1985, in the scheme known as Villa D'Este in respect of the land and building or buildings situated at Berea Township, in the area of Johannesburg, local authority, situated at 16 Villa D'Este, corner of Prospect Road and Fife Avenue, Berea, Johannesburg, of which section the floor area, according to the said sectional plan is 70 (seventy) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota of the said sectional plan, held under Deed of Transfer ST6422/1992.

The following improvements are reported to be on the property, but nothing is guaranteed:

*Residence:* Sectional title, simplex flat, comprising lounge, dining-room, kitchen, bedroom, bathroom and w.c.

*Floors:* Fitted carpets and tiles.

*Outbuildings:* Balconies.

*Common property facilities:* Laundry/drying.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg East A4, Sanlam Industrial Park, Prop Street (off John Street), Selby, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg this 22nd day of June 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/JS/MN6308.)

Case 34563/92  
PH 157

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Mzwandile Edwin Ndara**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 31 July 1992 will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest in the leasehold in Site 11597, formerly 8744, Pimville Zone 4 Township, Registration Division IQ, Transvaal, in extent 158 (one hundred and fifty-eight) square metres, situated at 11597, formerly 8744 Pimville Zone 4, Soweto.

The following improvements are reported to be on the property, but nothing is guaranteed:

*Residence:* Single storey, built of bricks and painted plaster roofed with concrete tiles, floors Striata Marleyflex, comprising living-room, dining-room, kitchen, three bedrooms, bathroom and w.c.

*Outbuildings:* None.

*Improvements:* Boundary fencing, gates, stone paved stoep and concrete wash-through.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 22nd day of June 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6199.)

Case 11895/93  
PH 157

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Lionel Blane Schooner**, First Defendant, and **Veneshia Reshell Schooner**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 10 May 1993 will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Certain Erf 108, in the Township of Naturena, Registration Division IQ, Transvaal, in extent 891 (eight hundred and ninety-one) square metres, situated at 14 Coetzee Place, Naturena, Johannesburg.



The following improvements are reported to be on the property, but nothing is guaranteed:

*Residence:* Single-storey dwelling, detached, built of bricks and painted plaster, under pitched tiled roof. Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.'s.

*Outbuildings:* Two garages, servants' quarters and w.c. with shower.

Similar construction to main building.

*Improvements:* Boundary concrete walls, swimming-pool, walling and paving.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 22nd day of June 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 30, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6393.)

Case 26188/90  
PH 157

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **Natal Building Society Ltd**, now known as NBS Bank Ltd, Plaintiff, and **Peter Dawid de Villiers**, First Defendant, and **Yvonne Lily Babsie de Villiers**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 4 June 1993 will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Certain Erf 5389, in the Township of Eldoradopark Extension 4, Registration Division IQ, Transvaal, in extent 432 (four hundred and thirty-two) square metres, situated at 21 Retreat Street, Eldoradopark Extension, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed:

*Residence:* Single-storey dwelling, detached, built of bricks and painted plaster, under 20 degree pitched asbestos cement tiled roof with underlay, floors, fitted carpets and ceramic tiles, comprising lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two w.c.'s and laundry.

*Outbuildings:* Carport, servants' quarters and w.c. and bathroom.

Similar construction to main building.

*Improvements:* Boundary fencing.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 22nd day of June 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN2666.)

Case 60312/92  
PH 157

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Luis Alberto da Silva Gomes Luis**, First Defendant, and **Maria Fernanda de Abreu Luis**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 10 May 1993 will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Certain Erf 348, in the Township of Meredale Extension 4, Registration Division IQ, Transvaal, in extent 1 000 (one thousand) square metres, situated at Erf 348, Meredale Extension 4, known as 3 Aasvoël Road, Meredale Extension 4, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed:

*Residence:* Single storey split level dwelling detached, built of bricks and painted plaster, under pitched tiled roof, floors fitted carpets and tiles, comprising lounge, entrance-hall, dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s.

*Outbuildings:* Two garages, servants' quarters and w.c. with shower.

Similar construction to main building.

*Improvements:* Boundary brick and concrete walls, fencing walling, paving, patio and screen walling.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 22nd day of June 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN254.)

**Case 8480/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON**

In the matter between **NBS Bank Ltd**, Plaintiff, and **Gavin Hugh George**, First Defendant, and **Lynn George**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, District of Alberton, and writ of execution the property listed hereunder which was attached on 18 November 1992 will be sold in execution on Wednesday, 28 July 1993 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Johria Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain Erf 1233, Brackendowns Extension 1 Township, Registration Division IR, Transvaal, in extent 1 080 (one thousand and eighty) square metres, situated at 42 Sabie Street, Brackendowns Extension 1, Alberton.

The following improvements are reported to be on the property, but nothing is guaranteed:

*Residence:* Single-storey dwelling, detached, built of bricks and painted plaster, under pitched tiled roof, floors fitted carpets and tiles, comprising lounge, dining-room, kitchen, kitchen nook, three bedrooms, two bathrooms and two w.c.

*Outbuildings:* Two garages and w.c.

*Improvements:* Concrete walling and paving.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Road, Florentia, Alberton. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Alberton this the 18th day of June 1993.

Wright, Rose-Innes, Plaintiff's Attorneys, 3 St Columb Road, New Redruth, Alberton. (Tel. 869-8448.) (Ref. Mr Groenewald/as.)

**Case 111756/92  
PH 157**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG**

In the matter between **NBS Bank Ltd**, Plaintiff, and **Mabungu Matshimbe**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 16 April 1993 will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest in the leasehold in Site 407, Protea Glen Township, Registration Division IQ, Transvaal, in extent 225 (two hundred and twenty-five) square metres, situated at 407 Protea Glen, Soweto.

The following improvements are reported to be on the property, but nothing is guaranteed:

*Residence:* Single storey, built of bricks and painted plaster, under tiled roof, floors fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

*Outbuildings:* None.

*Improvements:* Boundary fencing.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg West, Second Floor, T.F.C House, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 22nd day of June 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6357.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **NBS Bank Ltd**, Plaintiff, and **Leslie James George Ellis**, First Defendant, and **Denise Irene Ellis**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, District of Alberton, and writ of execution the property listed hereunder which was attached on 15 October 1992 will be sold in execution on Wednesday, 28 July 1993 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Johria Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain Erf 1625, Mayberry Park Township, Registration Division IR, Transvaal, in extent 924 (nine hundred and twenty-four) square metres, situated at 25 Knoppiesdoring Street, Mayberry Park, Alberton.

The following improvements are reported to be on the property, but nothing is guaranteed:

*Residence:* Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof, floors fitted carpets and novilon tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

*Outbuildings:* Garage and w.c.

Similar construction to main building.

*Improvements:* Concrete walling, swimming-pool and burglar alarm.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Road, Florentia, Alberton. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Alberton this the 22nd day of June 1993.

Wright, Rose-Innes, Plaintiff's Attorneys, 3 St Columb Road, New Redruth, Alberton. (Tel. 869-8448.) (Ref. Mr Groenewald/as.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Kenneth Alexander Lewis**, First Defendant, and **Margaret Lewis**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 2 April 1993, the property listed hereunder will be sold in execution on Wednesday, 28 July 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Section 6, as shown and more fully described on Sectional plan SS74/1977, in the scheme known as Wyvenhoe Gardens, in respect of the land and building or buildings situated at Lakefield Extension 18 Township, Benoni Local Authority.

The floor area, according to the said sectional plan is 202 (two hundred and two) square metres in extent, known as Unit 6, Wyvenhoe Gardens, Sunny Road, Lakefield Extension 18, an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST39038/1992.

The property is zoned General Residential in terms of the Benoni Town-planning Scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows:

*Main building:* Bricks under tiles residence comprising three bedrooms, two and a half bedrooms, kitchen, lounge and dining-room.

*Outbuildings:* Garage, carport, shower/ablutions, driveway, brick. Fencing: Brick.

*The material conditions of sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the office of the Sheriff of the Magistrate's Court, 215 Arcadia, 84 Princes Avenue, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000, then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16,75% (sixteen comma seven five per centum) per annum on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) The property shall be sold subject to any existing tenancy.

(f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 17th day of June 1993.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Second Floor, Permanent Building, 47 Princes Avenue, P.O. Box 52, Benoni. (Tel. 845-2700.) (Ref. Mrs Kok.)



Saak 51550/90

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Volkswaas Bank Bpk.**, Eiser, en **C. Verster**, Verweerder

Ten uitvoerlegging van 'n vonnis van bogenoemde Agbare Hof gedateer 11 Oktober 1990, en 'n lasbrief vir eksekusie in bogemelde Agbare Hof, word die volgende eiendom in eksekusie verkoop op 20 Julie 1993 om 10:00, te die kantoor van die Balju, Pretoria-Sentraal, N.G. Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

*Dorp:* Villieria.

*Erf:* 0001160.

*Gedeelte:* 0001.

*Grootte:* 1 247 vierkante meter.

Gehou kragtens Titelakte T19506/1990.

Die eiendom is beter bekend as 27ste Laan 389, Villieria, Pretoria.

Die verbeteringe op die eiendom word hiermee verstrek, maar nie gewaarborg nie: 'n Huis bestaande uit 'n sinkdak, sitkamer, eetkamer, drie slaapkamers (waarvan slegs een kaste het), badkamer met toilet en wasbak, kombuis, toegeboorde voorstoep, enkelmotorhuis, twee motorafdakke. 'n Woonstel bestaande uit groot vertrek, badkamer, kombuis en aparte toilet en bad.

*Terme en voorwaardes:*

*Terme:* Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

*Voorwaardes:* Die volle voorwaardes wat deur die Balju van Pretoria-Sentraal onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju, Pretoria-Sentraal.

Geteken te Pretoria op hede die 23ste dag van Junie 1993.

Tim Du Toit & Kie. Ing., Prokureurs vir Eiser, Volkswaasentrum 1920, Van der Waltstraat 230, Pretoria. (Tel. 325-2277/88.) (Verw. mej. Kriel.)

Saak 169/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK MOKERONG GEHOU TE MAHWELERENG

In die saak tussen **United Bank** ('n afdeling van ABSA Bank), Eiser, en **Madimetja James Masimini**, Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus toegestaan het op 7 Junie 1992, 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde los goedere in eksekusie verkoop word op Vrydag, 23 Julie 1993 om 10:30, by die kantoor van die Superintendent te Mahwelereng, aan die hoogste bieder naamlik:

*Perseel:* Eienaars Eenheid 2357, geleë in die dorpsgebied Mahwelereng, distrik Mokerong, gehou kragtens Grondbrief 615/84.

*Terme:* 10% (tien persent) van die koopprys in kontant en betaalbaar ten tye van die verkoping en die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping.

Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees word, is ter insae by die kantore van die Balju, Landdroshof, Mokerong, te Retiefstraat 41, Potgietersrus.

Aldus gedoen en geteken te Potgietersrus op hierdie 11de dag van Junie 1993.

J. F. Winnertz, vir Borman Snyman & Barnard Ing., Prokureur vir Eiser, Rentmeestergebou, Voortrekkerweg 63, Posbus 42, Potgietersrus, 0600. (Verw. mnr. Winnertz/LR/EU.8573.)

Saak 12186/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eastern Province Building Society**, Eiser, en **Paul Johannes Strydom**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju van Pretoria-Sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, op 20 Julie 1993 om 10:00, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju te Visagiestraat 228, Pretoria, voor die verkoping ter insae sal lê:

*Eiendom:* Deel 13, in die gebou bekend as Meersburg, soos meer volledig sal blyk uit Deelplan SS8/84, groot 73 vierkante meter, beter bekend as Meersburgwoonstelle 205, Mearstraat 234, Muckleneuk, Pretoria, bestaande uit een en 'n halwe slaapkamer, sitkamer, badkamer, aparte toilet, kombuis.

Geen waarborg word in hierdie verband deur ons gegee nie.

*Voorwaardes:* 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart Prokureurs, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/Juf. Stoltz/12058.)

Case 12027/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Simbeth Investments CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 23 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 3758, Weltevredenpark Extension 45 Township, Registration Division IQ, Transvaal, area 1 094 (one thousand and ninety-four) square metres, situation 1 033 Firethorn Avenue, Weltevredenpark Extension 45.

*Improvements* (not guaranteed): An incomplete house under tiled roof consisting of four bedrooms, two and a half bathrooms, kitchen, scullery, lounge, dining-room, family room, entrance-hall, servants' quarters, double garage with precast walls around property.

*Terms*: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), with a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on the 22nd day of June 1993.

F. R. J. Jansen, vir Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN141:NP60.)

Case 3517/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Adriaan Hendrik Geyser**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 23 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1619, Weltevredenpark Extension 9 Township, Registration Division IQ, Transvaal, area 1 282 (one thousand two hundred and eighty-two) square metres, situation 6 Rooihout Avenue, Weltevredenpark Extension 9, Roodepoort.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, family room, double garage with precast and brick walls around property.

*Terms*: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent), with a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on the 22nd day of June 1993.

F. R. J. Jansen, vir Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN4:NB80.)

Case 11891/93  
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Etsebeth Cornelius**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 23 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

*Certain*: Erf 95, Georginia Township, Registration Division IQ, Transvaal, area 549 (five hundred and forty-nine) square metres, situation 4 Essex Street, Georginia.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge/dining-room, garage, servants' quarters with precast walls around property.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this 22nd day of June 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N141:NP57.)

**Saak 6111/93**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Bpk.**, Eiser, en **Matthys Johannes Dauw Cronje**, Eerste Verweerder, en **Cornelius Douw Cronje**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word te die kantore van die Balju vir Hooggeregshof, Wonderboom, met adres Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), Pretoria, op Vrydag, 23 Julie 1993 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Wonderboom, voor die verkoping ter insae sal lê:

Gedeelte 23 ('n gedeelte van Gedeelte 3) van die plaas Lusthof 114, Registrasieafdeling JR, Transvaal, en beter bekend as Hoewe 23, Lusthof, groot 11,7771 hektaar, gehou kragtens Akte van Transport T69091/90.

*Verbeterings:* Woonhuis bestaande uit twee en 'n half slaapkamers, badkamer, sitkamer, kombuis, bediendekamer, stoorkamer, gepleisterde mure en boorgat.

Die bovermelde inligting in verband met verbeterings op die eiendom word verstrek maar geen waarborg kan daarvoor gegee word nie.

Gefekene te Pretoria hierdie 22ste dag van Junie 1993.

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mnr. v.d. Merwe/nvz/EB30090.)

**Case 20420/92**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Ltd**, Plaintiff, and **Gerhardus Dirk Pretorius**, First Defendant, and **Regina Dorothea Margaretta Pretorius**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on Friday, 23 July 1993 at 10:00, at the offices of the Sheriff, 30 Trichardt Street, Louis Trichardt:

(a) Remaining extent of Portion 75 of the farm Levubu 15, Registration Division LT, Transvaal, measuring 21,4133 hectares, one half share held by the First and Second Defendants under Deed of Transfer T25484/1970 and the other half share held by the First and Second Defendants under Deed of Transfer T34126/1965.

(b) Portion 119 of the farm Levubu 15, Registration Division LT, Transvaal, measuring 42,7417 hectares, one half share held by the First and Second Defendants under Deed of Transfer T25484/1970 and the other half share held by the First and Second Defendants under Deed of Transfer T34126/1965.

Situated in the Louis Trichardt/Thohoyandou tarr road  $\pm$  44 kilometres from Louis Trichardt. Turn-off second Levubu Road.

The following information is furnished, though in this respect nothing is guaranteed:

Arable land, 40 hectares irrigable, two hectares bananas, one hectare leetchies, two hectares makadamia nuts. Borehole for household use. Dwelling-house in bad condition.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

*Conditions:* The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Louis Trichardt.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R321285/as.)



IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

In the matter between **Eskom Finance Co. (Pty) Ltd**, Plaintiff, and **Samson Sibanyoni**, First Defendant, and  
**Simangele Magaret Sibanyoni**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) and writ dated 21 May 1993 in the above matter, a sale by public auction without a reserve price will be held by the Sheriff, Witbank, in front of the Magistrate's Court, Delville Street, Witbank, Transvaal, on 16 July 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Witbank, Rhodesstraat 3, Witbank, Transvaal, and which will be read by him at the time of the sale, of the following property owned by Defendants:

All the right, title and interest in the leasehold in respect of Erf 4029, Ackerville Township, Registration Division JR, Transvaal, measuring 256 (two hundred and fifty-six) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL6976/1987.

This property is situated at Stand 4029, Ndala Avenue, Ackerville, Witbank, Transvaal.

The property is improved as follows: Dining-room, two bedrooms, toilet, kitchen, bathroom and two servants' quarters. Single-storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

*Terms:* 10% (ten per cent) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within 30 (thirty) days from the date of sale.

Dated at Pretoria on this the 24th day of June 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Case 6844/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Chris David Msiza**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), and writ dated 24 May 1993, in the above matter, a sale by public auction without a reserve price will be held by the Sheriff, Witbank, in front of the Magistrate's Court, Delville Street, Witbank, Transvaal, on 16 July 1993 at 10:00, upon conditions which may be inspected at the offices of the Sheriff Witbank, 3 Rhodes Street, Witbank, Transvaal, and which will be read by him at the time of the sale, of the following property owned by the Defendant:

Erf 535 Extension 2 Kwa-Guqa Township, Registration Division JS, Transvaal, measuring 350 (three hundred and fifty) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL67093/1990.

This property is situated at Stand 535, Kwa-Guqa Extension 2 Township, Kwa-Guqa, Witbank, Transvaal.

The property is improved as follows: Lounge, kitchen, toilet, three bedrooms and bathroom. Single-storey dwellin- house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

*Terms:* Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 24th day of June 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Case 16654/92  
PH 234

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Alan John Bowles**, First Defendant, and  
**Howard David Phillip Hutchings**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Sandton, at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 21 July 1993 at 10:00, of the undermentioned property of the First and Second Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 902, Marlboro Township, Registration Division IR, Transvaal, situated at 54 Fourth Street, Marlboro, Johannesburg, area 991 (nine hundred and ninety-one) square metres.

*Improvements* (not guaranteed): Vacant stand.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. Mr Maisels/bm/F1378.)

**Case 16654/92  
PH 234**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Fernando Mario Da Cunha Goncalves**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Midrand at Unit 2, North View, 45 Richard Drive, Halfway House on Wednesday, 21 July 1993 at 14:30, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Portion 5 of Erf 72, Kelvin Township, Registration Division IR, Transvaal, situated at 39 President Way, Kelvin, Sandton, area 2 032 (two thousand and thirty-two) square metres.

*Improvements* (not guaranteed): Residential property consisting of garage, kitchen, dining-room, lounge, family room, three bedrooms, two bathrooms and staff quarters.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 23rd day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. Mr Maisels/bm/F1378.)

**Case 730/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Douglas Gordon Gray**, First Defendant, and **Marion Sarah Gray**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday 23 July 1993 at 11:00:

(a) Section 17 as shown and on Sectional Plan SS163/84 in the building Sarfran situate at Erf 1047, Pretoria North, JR, Transvaal, Local Authority, City Council of Pretoria, is measuring 88 (eighty-eight) square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer T7846/92 dated 10 February 1992.

Known as Flat 17 Sarfran, 211 Ben Viljoen Street, Pretoria North.

Particulars are not guaranteed.

*Flat:* Lounge, kitchen, two bedrooms and bathroom. Carport.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/B-360919/JAA/M. Oliphant.)

**Case 17055/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA

In the matter between: **ABSA Bank Ltd**, Plaintiff, and **Die Trustees van die Barney Breedts Trust** No. T1010/92, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 July 1993 at 10:00:

Remaining Extent of Erf 1417, in the Township of Villieria, Registration Division JR, Transvaal, measuring 1 345 square metres, known as 286 25th Avenue, Villieria.

Particulars are not guaranteed: Dwelling-house: Lounge, dining-room, kitchen, three bedrooms and two bathrooms, single garage, servant's room and toilet.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 242. (Ref. N1/B-366517/JAA/M. Oliphant.)

## Case 3368/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Louis Jacobus Coetzee**, First Defendant, and **Maria Susanna Coetzee**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 23 July 1993 at 11:00:

Erf 1077, situated in the Township of Theresapark Extension 2, Registration Division JR, Transvaal, measuring 800 square metres, known as 112 Rooihartbees Street, Theresapark Extension 2.

Particulars are not guaranteed: Dwelling-house: Lounge, dining-room, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/B-369584/JAA/M. Oliphant.)

## Case 19884/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Zacharias Andreas Smith**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 July 1993 at 10:00:

The Remaining Portion of Erf 446, situated in the Township of Wonderboom South, Registration Division JR, Transvaal, measuring 850 square metres, known as 537 Meyer Street, Wonderboom South.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms and two bathrooms. Double garage and toilet.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 242.) (Ref. N1/B-366537/JAA/M. Oliphant.)

## Case 19883/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Ian Smith**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 July 1993 at 10:00:

Portion 2 of Erf 446, situated in the Township of Wonderboom South, Registration Division JR, Transvaal, measuring 851 square metres, known as 541 Meyer Street, Wonderboom South.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom. Double garage and toilet.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 242.) (Ref. N1/B-366548/JAA/M. Oliphant.)

## Case 19889/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Ian Smith**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 July 1993 at 10:00, of:

Portion 1 of Erf 446, situated in the Township of Wonderboom South, Registration Division JR, Transvaal, measuring 851 square metres, known as 545 Meyer Street, Wonderboom South.

Particulars are not guaranteed.

*Dwelling:* Lounge, dining-room, kitchen, three bedrooms and two bathrooms. Double garage and toilet.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 242.) (Ref. N1/B-366547/JAA/M. Oliphant.)

## Case 6105/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Magogo Barnabas Kgosana**, First Defendant, and **Joyce Mdingase Kgosana**, Second Defendant

A sale in execution will be held on Friday, 23 July 1993 at 11:00, by the Sheriff for Wonderboom, at Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, of:

All right, title and interest in the leasehold in respect of Erf 18807, in the Township of Mamelodi, Registration Division JR, Transvaal, in extent 279 square metres, known as ROW.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort, just North of Sasko Mills, old Warmbaths Road, Bon Accord.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 248.) (Ref. N1/A-366554/JAA/J. S. Herbst.)



## Case 7852/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM

In the matter between **ABSA Bank Ltd** (Allied Division), Plaintiff, and **Zondi James Masango**, First Defendant, and **Terry Prudence Dianah Masango**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 23 July 1993 at 11:00, of:

All right, title and interest in the leasehold in respect of Site 20463, Mamelodi Township, Registration Division JR, Transvaal, measuring 300 square metres, known as ROW 20463, Mamelodi Buffer Zone.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms, bathroom and separate toilet.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-347388/JAA/J. S. Herbst.)

## Case 29388/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA

In the matter between **ABSA Bank Ltd** (Allied Division), Plaintiff, and **Jacobus Frederik Pretorius**, First Defendant, and **Johanna Wilhelmina Christina Pretorius**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 22 July 1993 at 10:00, of:

Erf 1672, situated in the Township of Danville Extension 1, Registration Division JR, Transvaal, measuring 718 square metres, known as 144 Viviers Street, Danville Extension 1.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms, bathroom, toilet, two carports and staff room.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-371711/JAA/J. S. Herbst.)

## Case 17046/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Andries Koopman**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 July 1993 at 10:00, of:

Erf 4161 in the Township of Eersterus Extension 6, Registration Division JR, Transvaal, measuring 480 square metres, known as 657 Hans Coverdale, North Street, Eersterus Extension 6.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria North-east, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-366520/JAA/J. S. Herbst.)

## Case 26708/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Dorothea van Wyk**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 July 1993 at 10:00, of:

Erf 4770, Township of Eersterus Extension 6, Registration Division JR, Transvaal, measuring 338 square metres, known as 510 Berillium Street, Eersterus.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria North-east, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-369537/JAA/J. S. Herbst.)

## Case 6777/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Willem Hendrik du Toit**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 July 1993 at 10:00, of:

Portion 19 of Erf 160, situated in the Township of East Lynne, Registration Division JR, Transvaal, measuring 1 134 square metres, known as 1592 Goosen Street, East Lynne.

Particulars are not guaranteed.

Dwelling with entrance-hall, TV-room, lounge, dining-room, kitchen, four bedrooms, two bathrooms, study, laundry, double garage, servant's room and toilet.

Inspect conditions at Sheriff, Pretoria North-east, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-322874/JAA/J. S. Herbst.)

**Saak 353/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS**

In die saak tussen **Magdalena Basson Eiendomme BK** (Reg. No. CK90/10215/23), Eiser, en **Johan Basson Eiendomme BK** (Reg. No. CK90/10216/23), Verweerder

Ingevolge 'n vonnis van die bovermelde Agbare Hof en 'n daaropvolgende lasbrief vir eksekusie sal die onderstaande eiendomme deur die Balju, Landdroshof, eers afsonderlik en daarna gesamentlik verkoop word op Vrydag, 23 Julie 1993 om 10:00 by die Landdroskantoor, geleë te hoek van Hooge- en Retiefstraat, Potgietersrus, sonder reserwe en aan die hoogste bieder:

1. Gedeelte 1 van Erf 413, Piet Potgietersrust, Registrasieafdeling KS, Transvaal, groot 2 231 vierkante meter, gehou kragtens Akte van Transport T7745/1992.

*Verbeterings:* Woonhuis gebou van steen onder sinkdak geleë te Hoogestraat 38, Potgietersrus, en bestaande uit sitkamer, twee slaapkamers, kombuis, badkamer met spoellatrine en bediendekamer.

2. Gedeelte 1 van Erf 416, Piet Potgietersrust, Registrasieafdeling KS, Transvaal, groot 2 231 vierkante meter, gehou kragtens Akte van Transport T60697/1990.

*Verbeterings:* Woonhuis gebou van steen onder sinkdak geleë te Hoogestraat 40, Potgietersrus, en bestaande uit sitkamer, drie slaapkamers, kombuis, badkamer met spoellatrine, garage, bediendekamer en twee motorafdakke.

In beide eiendomme word daar tans besighede bedryf. Die eiendomme beskik oor Besigheid 2 regte. Voorgenome kopers moet hulleself vergewis van die regte waaroor hierdie eiendomme beskik.

Die bestaan en toestand van die verbeterings word nie gewaarborg nie.

Die vernaamste verkoopvoorwaardes van die verkoping is:

1. Tensy reëlins voor die verkoping met die Eiser getref is, sal die koper 'n deposito van 10% (tien per centum) van die koopprys onmiddellik na die verkoping in kontant betaal en vir die balans en rente, moet die koper die Balju binne 30 (dertig) dae na die datum van verkoping van 'n goedgekeurde bank- of bouvereniging waarborg voorsien.

2. Die eiendom word voetstoots te koop aangebied en die verkoping is onderhewig aan:

2.1 Die Wet op Landdroshowe en die reëls daarvan;

2.2 die voorwaardes van die titelakte;

2.3 die verkoopvoorwaardes wat vir insae by die kantoor van die Balju lê, welke onmiddellik voor die verkoping uitgelees sal word.

Geteken te Potgietersrus op hierdie 24ste dag van Junie 1993.

G. A. du Toit, vir Gerhard du Toit & Smit, Prokureur vir Eiser, Retiefstraat 72, Posbus 1391, Potgietersrus, 0600. (Verw. mnr. Du Toit/al/B93-3.)

**Case 117041/92  
PH 125**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG**

In the matter between **Nedcor Bank Ltd**, formerly trading as Nedperm Bank Ltd, also formerly known as Nedbank Ltd, Plaintiff, and **Kapei Martin Sebeshe**, First Defendant, and **Langakazi Maureen Sebeshe**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Johannesburg in the above-mentioned suit, the property listed herein will be sold on 16 July 1993 at 10:00, on the steps of the Magistrate's Court, Fox Street entrance, Johannesburg, by the Sheriff of the Magistrate's Court, Johannesburg East, to the highest bidder:

A unit consisting of:

(a) Section 63 as shown and more fully described on Sectional Plan SS31/79 in the scheme known as Park Court, in respect of the land and building or buildings situated at Johannesburg Township, Johannesburg Local Authority, of which the floor area, according to the said sectional plan, is 159 (one hundred and fifty-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Deed of Transfer ST52612/91, situated at 63 Park Court, Twist Street, Johannesburg.

The Judgment Creditor has described the improvements on the property as set out hereunder, but no warranties are given in respect thereof.

*Improvements:* Apartment.

**Terms:** The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 17,25% (seventeen comma two five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, A4 Sanlam Industrial Park, Prop Street (off John Street), Selby, Johannesburg.

Dated at Johannesburg on this the 25th day of May 1993.

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate, P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) [Ref. N4340 (Braam) Mr Orelowitz/ab.]

### VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Landdroskantoor, Vanderbijlpark, op Vrydag, 9 Julie 1993 om 10:00:

Eksekusiekrediteur: **Nedcor Bank Beperk.**

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vanderbijlpark, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die plaaslike owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter een ook al die meerdere is, tesame met die Balju se koste van 4% (vier persent) van die koopprys, onmiddellik na die verkoping, in kontant of deur 'n bank gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vanderbijlpark.

**Saaknommer: 10597/92.**

**Vonnisskuldenaar: P. N. Mogotsi en N. S. Mbooi.**

**Eiendom:** Alle reg, titel en belang ten opsigte van die huurpag in Perseel 1446, Lakeside-dorpsgebied, Registrasieafdeling IQ, Transvaal.

**Grootte van eiendom:** 210 (tweehonderd en tien) vierkante meter.

**Beskrywing van eiendom:** Woonhuis met geen buitegeboue.

**Straatadres van eiendom:** Perseel 1446, Lakeside, distrik Vanderbijlpark.

**Rente op vonnisskuld:** 19,25% (negentien komma twee vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays Sentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/471.)

**Case 1425/92**

### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Machael Noel Ndawana**, Defendant

On 21 July 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

All right, title and interest in the leasehold in respect of Erf 868, Likole Township, Registration Division IR, Transvaal, measuring 200 (two hundred) square metres, also known as Erf 868, Likole, Katlehong, Germiston, District of Alberton (hereinafter called the property).

**Improvements reported** (which are not warranted to be correct and are not guaranteed): Detached single-storey brick built residence under tiled roof, comprising three rooms other than kitchen and bathroom.

**The material conditions of sale are:**

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 20,30% (twenty comma three nought per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.



3. The purchaser shall be obliged to pay a deposit of (10%) ten per centum of the price or R400 (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within (14) fourteen days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 18th day of June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0021/Miss Kent.)

**Case 5761/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON**

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Nelly Msibi**, Defendant

On 21 July 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

All right, title and interest in the leasehold in respect of Erf 36, Ramakonopi-Oos Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, also known as Erf 36, Ramakonopi-Oos, Katlehong, Germiston, District of Alberton (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Detached single-storey brick built residence under asbestos roof, comprising three rooms other than kitchen and bathroom.

*The material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 21% (twenty-one per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of (10%) ten per centum of the price or R400 (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 17th day of June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0220/Miss Kent.)

**Case 7271/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON**

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Henry Mnyoni**, Defendant

On 21 July 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Erf 2193, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, also known as Erf 2193, Moleleki Extension 3, Katlehong, Germiston, District of Alberton (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Detached single-storey brick built residence under tiled roof, comprising three rooms other than kitchen and two bathrooms.

*The material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 20% (twenty per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of (10%) ten per centum of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 18th day of June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0284/Miss Kent.)

#### Case 1336/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **John Morena Leotlela**, Defendant

On 21 July 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

All right, title and interest in the leasehold in respect of Erf 2485 (formerly Erf 259), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 269 (two hundred and sixty-nine) square metres, also known as Erf 2485 (formerly Erf 259), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Detached single-storey brick built residence under tiled roof, comprising one room other than kitchen and toilet.

*The material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 18,75% (eighteen comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of (10%) ten per centum of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 17th day of June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. ML0014/Miss Kent.)

#### Case 1490/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Mamodila January Kwedi**, Defendant

On 21 July 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Erf 2703, Spruitview Township, Registration Division IR, Transvaal, measuring 350 (three hundred and fifty) square metres, also known as Erf 2703, Spruit View, Katlehong, Germiston, District of Alberton (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Detached single-storey brick built residence under tiled roof, comprising five rooms other than kitchen and bathroom.

*The material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 17,5% (seventeen comma five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of (10%) ten per centum of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 17th day of June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0043/Miss Kent.)

**Case 3940/89****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON**

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Mavuso Atwell Khabanyane**, First Defendant, and **Vuyokazi Jannipher Khabanyane**, Second Defendant

On 21 July 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

All right, title and interest in the leasehold in respect of Erf 326, Ramakonopi-Oos Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, also known as Erf 326, Ramakonopi-Oos, Kattlehong, Germiston, District of Alberton (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Detached single-storey brick built residence under asbestos roof, comprising three rooms other than kitchen and bathroom.

*The material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 20,75% (twenty comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of (10%) ten per centum of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 17th day of June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0060/Miss Kent.)

**Case 10705/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON**

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Solomon Pumzile Nkomo**, First Defendant, and **Lindelwa Vena Nkomo**, Second Defendant

On 21 July 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 431, A P Khumalo Township, Registration Division IR, Transvaal, measuring 272 (two hundred and seventy-two) square metres, also known as Erf 431, A P Khumalo, Kattlehong, Germiston, District of Alberton. (Hereinafter called the property.)



*Improvements reported* (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and bathroom.

*The material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.
2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 19,25% (nineteen comma two five per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price of four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on 17 June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0073/Miss Kent.)

**Case 8057/89**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Masinga Themba**, Defendant

On 21 July 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 240, A P Khumalo Township, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, also known as Erf 240, A P Khumalo, Katlehong, Germiston, District of Alberton (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

*The material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944 and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.
2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 19,25% (nineteen comma two five per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price of four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on 17 June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MT0015/Miss Kent.)

**Case 8580/92**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mlahleni Alfred Nkosi**, Defendant

On 21 July 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 1008, Twala Township, Registration Division IR, Transvaal, measuring 288 (two hundred and eighty-eight) square metres, also known as Erf 1008, Twala, Katlehong, Germiston, District of Alberton (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising five rooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

*The material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944 and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 19,25% (nineteen comma two five per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price of four hundred rand (whichever is the greater) immediately after the sale and the balance of the price and interest shall, without fourteen days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on 17 June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0078/Miss Kent.)

**Case 127871/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

Between **NBS Bank Ltd**, formerly trading as Natal Building Society Ltd, Plaintiff, and **Lesibana William Maponyane**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 8 April 1993, the property listed hereunder will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg:

*Certain:* The right, title and interest of the leasehold in respect of Site 4944, Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, measuring 261 (two hundred and sixty-one) square metres, held by Certificate of Right of Leasehold TL44230/89.

The following improvements are reported to be on the property, but nothing is guaranteed.

A single storey residential building of brick walls plastered and painted and a tiled roof. Consisting of a lounge, kitchen, two bedrooms, bathroom and w.c. The boundary is fenced.

*Terms:*

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 19,25% (nineteen comma two five per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT on the proceeds of the sale.

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N78368.)

**Saak 8597/93**

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk**, voorheen bekend as Saambou Nasionale Bouvereniging Bpk., Eiser, en **Johannes Daniel de Lange**, Eerste Verweerder, en **Martha Susanna Dorothia de Lange**, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 25 Mei 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 22 Julie 1993 om 10:00, te Olivettgebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere Gedeelte 18 van Erf 3318, geleë in die dorpsgebied Elandspoort, Registrasieafdeling JR, Transvaal, met straat-adres bekend as Vergeet-my-nie-straat 196, Elandspoort, groot 308 (driehonderd-en-agt) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit/eetkamer, twee slaapkamers, kombuis, badkamer/w.k. en motorafdak.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooi, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Olivettigebou, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. T. du Plessis/an.)

Case 674/93  
PH 376

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Ltd**, Plaintiff, and **Jan Laurence Kuiper**, Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution the property listed hereunder will be sold in execution on Wednesday, 21 July 1993 at 14:30, at 2 Northview, 45 Richards Drive, Halfway House, Midrand to the highest bidder:

Erf 147, Austin View Extension 1 Township, Registration Division IR, Transvaal, measuring 1,2082 hectares, held by Deed of Transfer T70684/92.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows:

*Main building:* Single storey, brick and prefab walling, lounge, dining-room, kitchen, two bedrooms, bathroom and separate w.c.

*Outbuildings:* Garage, w.c. and shower.

*The material conditions of the sale are:*

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Office, Midrand.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.
- (d) The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the Preferent Creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) The property shall be sold subject to any existing tenancy.
- (f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Dated at Sandton on this the 23rd day of June 1993.

Hertzberg-Margolis (Sandton), Ninth Floor, Twin Towers West, Sandton City, 2199; P.O. Box 784740, Sandton, 2146, c/o Hertzberg-Margolis, Third Floor, 30 Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. W. Fullard.)

Saak 1916/93

# IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Chrisjan Ephraim le Grange**, Eerste Verweerder, en **Maria Sophie le Grange**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogenoemde saak op 27 April 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noord-oos, op 20 Julie 1993 om 10:00, te Baljukantore, te verkoopslokaal te Sinodale-sentrum, NG Kerk, Visagiestraat 234, Pretoria, verkoop:

Erf 5491, in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 336 (drie drie ses) vierkante meter gehou kragtens Akte van Transport T12646/89, onderhewig aan die voorwaardes daarin vermeld en meer in besonder aan die voorbehoud van minerale regte, bekend as Sebinalaan 40, Eersterust.



Die eiendom is verbeter en bestaan uit: Sitkamer, drie slaapkamers, badkamer/waskamer en kombuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie en agterstallige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Pretoria-Noordoos, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hierdie 22ste dag van Junie 1993.

C. T. P. Eksteen, vir Du Plessis & Eksteen, Prokureur vir die Eiser, 10de Verdieping, Merinogebou, hoek van Bosman-en-Pretoriusstraat, Pretoria. (Tel. 21-8154.) (Verw. mnr. Eksteen/co.)

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**Case 2390/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Ltd**, Perm Division (Reg. No. 51/00009/06), Plaintiff, and **Leonard Khotso Mosiuoa**, First Defendant, and **Phindie Stella Makuhleni**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 28 April 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 July 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 20507, Vosloorus Extension 30, Township, situated on Erf 20507 Vosloorus Extension 30, District of Boksburg, measuring 220 (two hundred and twenty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, iron roof, comprising lounge, kitchen, two bedrooms, bathroom and a wire boundary.

*The conditions of sale:*

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 22nd day of June 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. PE0055/Cyrenne.)

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**Case 1752/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Ltd Perm Division** (Reg. 51/00009/06) Plaintiff, and **Charles Richard Madumbo**, First Defendant, and **Colleen Kathleen Rene Madumbo**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 28 April 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 July 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 132, Delmore Park Extension 2 Township, Boksburg, situated on 37 Flounder Road, Delmore Park, in the Township of Delmore Park, District of Boksburg, measuring 516 (five hundred and sixteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Building built of brick and plaster, tiled roof, comprising lounge, kitchen, dining-room, three bedrooms, bathroom, single garage and a precast boundary.

*The conditions of sale:*

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 22nd day of June 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. PE0049/Cyrenne.)

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**Case 1899/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **ABSA Bank Ltd United Bank Division** (Reg. 86/04794/06), Plaintiff, and **Victoria Sharon Blackbeard**, First Defendant, and **Ernest Bertram Charles Blackbeard**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 24 May 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 July 1993 at 11:15 at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 478, Parkdene Township, situated on 292 Trichardt Road Parkdene, in the Township of Parkdene, District of Boksburg, measuring 1 720 (one thousand seven hundred and twenty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Building built of brick and plaster, tiled roof comprising entrance-hall, lounge, dining-room, study, five bedrooms, bathroom, w.c., kitchen, scullery, covered porch and a double garage.

*The conditions of sale:*

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 21st day of June 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AU0158/Mrs Teixeira.)

#### Case 2594/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **ABSA Bank Ltd**, United Bank Division (Reg. No. 86/04794/06), Plaintiff, and **Martin Jacobus Burrige Venter**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 20 April 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 July 1993 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:*

(i) Section 37, as shown and more fully described on Sectional Plan SS166/85, in the building or buildings known as Victoria Court, situated at Township of Boksburg, Local Authority of Boksburg, of which the floor area, according to the said Sectional Plan is 64 (sixty-four) square metres in extent; and

(ii) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST166/1985 (37) (Unit).

Also known as 203 Victoria Court, 330 Commissioner Street, Boksburg.

The following improvements are reported to be on the property, but nothing is guaranteed:

Building built of brick and plaster, tiled roof, comprising a lounge, bedroom, kitchen, bathroom, w.c. and a servant's room.

*The conditions of sale:*

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 21st day of June 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU144 (AU0144)].

#### Saak 12429/92

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eksekusieskuldeiser, en **H. W. Holloway**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 4 Februarie 1993 en 'n lasbrief vir eksekusie gedateer 23 Februarie 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 28 Julie 1993 om 11:00:

Erf 1124, Crystal Park-uitbreiding-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 875 vierkante meter, geleë te Ellatonstraat 9, Crystal Park, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie:

'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en twee badkamers. Buitegeboue bestaande uit motorhuis en motorafdek.

*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Princeslaan 84, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshowe, Wet No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 21ste dag van Junie 1993.

Du Plessis, De Heus en Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 845-3216.) (Verw. Mnr. De Heus/Mev. Maartens/CC2028.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Bpk.**, Eksekusieskuldeiser, en **David Mohapi Motaung**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 29 Maart 1993 en 'n lasbrief vir eksekusie gedateer 2 April 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju voor die kantoor van die Balju, te Prince George-laan 439, Brakpan, op Vrydag, 6 Augustus 1993 om 11:00:

Die reg, titel en belang in huurpag van Erf 18347, Tsakane-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 467 (vierhonderd sewe-en-sestig) vierkante meter, geleë te Erf 18347, Tsakane-uitbreiding 8-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.
2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalinge van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.
3. Koopprijs is soos volg betaalbaar:
  - 3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.
  - 3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 18de dag van Junie 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 845-3216.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Bpk.**, Eksekusieskuldeiser, en **Ronald Filmlalter**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 21 Augustus 1992, en 'n lasbrief vir eksekusie gedateer 21 Augustus 1992, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju voor die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 6 Augustus 1993 om 11:00:

Erf 834, Brenthurst-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 996 (negehonderd ses-en-negentig) vierkante meter, geleë te Tweedyweg 142, Brenthurst, Brakpan.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit portaal, sitkamer, drie slaapkamers, badkamer, kombuis, motorhuis, bediendekamer en buitetoilet.

*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.
2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalinge van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.
3. Koopprijs is soos volg betaalbaar:
  - 3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.
  - 3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 18de dag van Junie 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 845-3216.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA

In the matter between **NBS Bank Ltd**, Plaintiff, and **Sonja Ronel Kapp**, First Defendant, and **Helena van den Berg**, Second Defendant

A sale in execution will be held at 20 July 1993 at 10:00, at NG Sinodale Centre, 234 Visagie Street, Pretoria, of:

Section 22, as shown and more fully described on Sectional Plan SS349/85, in the building known as Clara-Berea situated in the Township of Erf 3309, Pretoria, Local Authority Pretoria City Council, together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said Sectional Plan apportioned to the said section in accordance with the participation quota of the said section; held by the Defendant under Certificate of Registered Sectional Title ST99686/92; known as 210 Clara-Berea Flats, 18 Clara Street, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed:

*Flat:* Lounge, kitchen, bedroom, bathroom, w.c., garden, drying-area, paving, walls, gates and covered parking.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central.

Plaintiff's Attorneys, Solomon, Nicolson, Rein & Verster. (Ref Mr Stolp/RH/M9666.)



Case 918/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

In the matter between **Allied Bank**, a Division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Joshua George Buckingham**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 March 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 9 July 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 77, Parkrand Township, situated on 17 Rutter Street, Parkrand, in the Township of Parkrand, District of Boksburg, measuring 999 (nine hundred and ninety-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Building built of brick and plaster, tiled roof comprising an entrance-hall, lounge, dining-room, family-room, three bedrooms, two bathrooms, separate w.c., kitchen, two garages, swimming-pool and laundry.

*The conditions of sale:*

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 27th day of May 1993.

Hammond Pole Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref: AF6189/Mrs Teixeira.)

Case 111380/92  
PH 46

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **First National Bank of Southern Africa Ltd**, Judgment Creditor, and **54 Edith Cavell Street Close Corporation**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 7 December 1992, issued by the Court at Johannesburg, the following properties will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court-house, Fox Street-entrance, Johannesburg, to the highest bidder on 23 July 1993 at 10:00:

Certain Flat sectional title unit Johannesburg Township, held under Certificate of Registered Sectional Title ST100/1933 (4), measuring 83 (eighty-three) square metres, held under Certificate of Registered Sectional Title ST100/1933 (4).

Certain Flat sectional title unit Johannesburg Township, held under Certificate of Registered Sectional Title ST100/1933 (5), measuring 73 (seventy-three) square metres, held under Certificate of Registered Sectional Title ST100/1933 (5).

Certain Bachelor Flat sectional title unit Johannesburg Township, held under Certificate of Registered Sectional Title ST100/1933 (6), measuring 47 (fourty-seven) square metres, held under Certificate of Registered Sectional Title ST100/1933 (6).

Certain Flat sectional title unit Johannesburg Township, held under Certificate of Registered Sectional Title ST100/1933 (7), measuring 73 (seventy-three) square metres, held under Certificate of Registered Sectional Title ST100/1933 (7).

Certain Flat sectional title unit Johannesburg Township, held under Certificate of Registered Sectional Title ST100/1933 (8), measuring 84 (eighty-four) square metres, held under Certificate of Registered Sectional Title ST100/1933 (8).

Certain Flat sectional title unit Johannesburg Township, held under Certificate of Registered Sectional Title ST100/1933 (9), measuring 84 (eighty-four) square metres, held under Certificate of Registered Sectional Title ST100/1933 (9).

Certain Flat sectional title unit Johannesburg Township, held under Certificate of Registered Sectional Title ST100/1933 (13), measuring 83 (eighty-three) square metres, held under Certificate of Registered Sectional Title ST100/1933 (13).

*Conditions of sale:*

1. The properties shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the properties are reported but nothing is guaranteed:

Unit 4: Flat 11: Flat sectional title unit, consisting of kitchen, entrance-hall, bedroom, bathroom, plastered brick, separate toilet, carpets and two balconies.

Unit 5: Flat 12: Flat sectional title unit, consisting of kitchen, entrance-hall, bedroom, bathroom, plastered brick, separate toilet, carpets and balcony.

Unit 6: Flat 13: Flat sectional title unit, consisting of kitchen, lounge/bedroom, bathroom, separate toilet, plastered brick balcony carpets and balcony.

Unit 7: Flat 14: Flat sectional title unit, consisting of kitchen, entrance-hall, bedroom, bathroom, plastered brick, separate toilet and balcony with carpets.

Unit 8: Flat 15: Flat sectional title unit, consisting of kitchen, entrance-hall, bedroom, separate plastered brick toilet, two balconies and carpets.

Unit 9: Flat 21: Flat sectional title unit, consisting of kitchen, entrance-hall, lounge, bedroom, bathroom, plastered brick, separate toilet, two balconies and carpets.

Unit 13: Flat 25: Flat sectional title unit, consisting of kitchen, entrance-hall, lounge, bedroom, bathroom, plastered brick, separate toilet, two balconies and carpets.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court, and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 19% (nineteen per centum) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Johannesburg on this the 14th day of June 1993.

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg, P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr C. A. Perlow/TK/F879.)

Saak 11740/92

#### IN DIE LADDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen **First National Bank of S.A. Ltd**, Eiser, en **D. M. V. Horn**, Verweerder

Kragtens 'n bevel in die Laddroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 3 Februarie 1993, sal die ondergelyste eiendom op 22 Julie 1993 om 10:00, by die kantoor van die Balju, 8 Parkstraat, Kempton Park, in eksekusie verkoop word:

Erf 1430, Glen Marais-uitbreiding 1, Registrasieafdeling IR, Transvaal, groot 901 (negehonderd-en-een) vierkante meter.

Die eiendom sal verkoop word aan die hoogste bieder, sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalinge van Landdroshofwet, No. 32 van 1944, soos gewysig en reëls.

Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans tesame met rente daarop teen heersende bougenootskapleningskoerse vanaf die datum van verkoping tot betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na datum van verkoping.

Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in die verband hiermee gegee word nie: Woonhuis.

Die verkoopvoorwaardes sal voor die aanvang van die verkoping voorgelees word en sal by die kantoor van die Balju, ter insae lê.

Geteken te Kempton Park op hede die 16de dag van Februarie 1993.

J. S. Gillespie, vir Gillespie & Dribbin, Margaretlaan 25, Kempton Park, Posbus 2393. (Tel. 975-9538/9.) (Ref. mnr. Gillespie/vh/INV2016.)

Saak 8629/92

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK

In die saak tussen **Stadsraad van Kempton Park**, Eiser, en **M. Atkinson**, Eerste Verweerder, en **M. E. Atkinson**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 20 April 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Baljukantoor, Parkstraat 10, Kempton Park, aan die hoogste bieder op 22 Julie 1993 om 10:00:

Erf 443, Birch Acres-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, bekend as Lotuslaan 11, Birch Acres.

*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en Reëls daaronder geproklameer en van die terme van die titelaktes, in sover dit van toepassing mag wees.

2. Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie.

*Woonhuis:* Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, motorhuis en kombuis.

*Buitegebou:* Swembad, oprit.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% (agtien persent) per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

Mev. A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Negende Verdieping, Unitedgebou, Sentraallaan 16A, Privaatsak 53, Kempton Park.

Saak 767/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **Hugo Amos Venter**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander, en lasbrief vir eksekusie gedateer 15 Maart 1993, sal die eiendom hieronder genoem verkoop word in eksekusie op 21 Julie 1993 om 12:00, by die Balju kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

*Eiendomsbeskrywing:* Slaapkamer, sit-/eetkamer, kombuis en badkamer.

*Eiendom:* Eenheid 83, soos aangedui en meer volledig omskryf in Deelplan SS36/86 in die gebou/e bekend as Coron Park, Secunda, groot 50 (vyftig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Deeltitel ST36/86(83) Unit, geleë te Woonstel 105, Coron Park, Van Rhijnstraat, Secunda.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is:

Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op hierdie 15de dag van Junie 1993.

Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/E.333.)

Case 23135/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Steven Hubert Horn**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 17 May 1993, will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest of Erf 479, Forest Hill Township, Registration Division IR, Transvaal, in extent 496 (four hundred and ninety-six) square metres, situated at Erf 479, Forest Hill, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed.

Residence, single-storey dwelling, detached: *Walls:* Brick, plaster and paint. *Roof:* Corrugated iron. *Floors:* Fitted carpets and tiles. *Rooms:* Lounge, study, kitchen, two bedrooms, bathroom and toilet. *Outbuildings:* Garage, carport, servant's, toilet and laundry. *Boundary:* Concrete walls. *Other improvements:* Paving, walls.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 18th day of June 1993.

D. Steyn, for De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 and 29-3921/2/3.) (Ref. Mr Steyn/438.) (Docex. DX.571.)

Case 23138/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Solomon Mawela Mukheli**, First Defendant, and **Johannah Mukheli**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 8 June 1993, will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest of Erf 4671, Chiawelo Extension 2 Township, Registration Division IR, Transvaal, in extent 240 (two hundred and forty) square metres, situated at 4671 Chiawelo Extension 2, Soweto, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed.

Residence, single-storey dwelling, detached: *Walls:* Brick, plaster and paint. *Roof:* Concrete tiles. *Floors:* Fitted carpets, tiles and vinyl. *Rooms:* Kitchen, two bedrooms, bathroom, toilet and living-room. *Outbuildings:* None. *Boundary:* Fenced. *Other improvements:* Fencing, gates and porch.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg, Second Floor, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 17th day of June 1993.

D. Steyn, for De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 and 29-3921/2/3.) (Ref. Mr Steyn/0453.) (Docex. DX.571.)



Case 23134/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **John Sambo**, First Defendant, and **Joyce Sambo**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 8 June 1993, will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest at Erf 4418, Chiawelo Extension 2 Township, Registration Division IR, Transvaal, in extent 306 (three hundred and six) square metres, situate at 4418 Chiawelo, Extension 2, Soweto, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed.

Residence, single storey dwelling, detached: *Walls*: Brick, plaster and paint. *Roof*: Tiles. *Floors*: Fitted carpets and tiles. *Rooms*: Lounge, kitchen, two bedrooms, bathroom and toilet. *Outbuildings*: None. *Boundary*: Fenced. *Other improvements*: None.

*Conditions of sale*: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg, Second Floor, 32 Von Brandis Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 17th day of June 1993.

D. Steyn, for De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 and 29-3921/2/3.) (Ref. Mr Steyn/439.) (Docex. DX.571.)

Case 13196/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Joseph Julius Caesar Lebooa**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 18 May 1993, will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest in Portion 1, of Erf 714, Elandspark Township, Registration Division IR, Transvaal, in extent 909 (nine hundred and nine) square metres, situate at 68 Paula Smith Crescent, Elandspark, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed.

Residence, single storey dwelling, detached: *Walls*: Brick and plaster. *Roof*: Tiles. *Floors*: Fitted carpets. *Rooms*: Lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two toilets. *Outbuildings*: Double carport. *Boundary*: Concrete walls. *Other improvements*: Paving, walling, swimming-pool, tharth, Zozo hut, sprinkler system.

*Conditions of sale*: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg, A4 Salam Industrial Park, Prop Street, off John Street, Selby, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 17th day of June 1993.

D. Steyn, for De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 and 29-3921/2/3.) (Ref. Mr Steyn/0357.) (Docex. DX.571.)

Case 1816/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Elias Ntjwatjwane Tshehla**, First Defendant, and **Leshidi Caroline Tshehla**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 9 March 1993, the property listed hereunder will be sold in execution on Friday, 16 July 1993 at 11:00, at the office of the Sheriff of the Magistrate's Court Office, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 33555, formerly 710, Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, known as Erf 710, Tsakane Extension 1, Brakpan.

The property is zoned Residential in terms of the relevant Town-planning Scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows:

*Main building*: Plastered bricks under tiles residence comprising lounge, two bedrooms, bathroom plus toilet and kitchen. *Fencing*: Wire.

The material conditions of sale are:

(a) The sale will be held by public auction and without reserve and will be voetstoets.

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, Brakpan.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, and Value-Added Tax.

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000, then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18,75% (eighteen comma seven five per centum) per annum on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the Rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) The property shall be sold subject to any existing tenancy.

(f) Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 8th day of June 1993.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second and Third Floors, Permanent Building, 47 Princes Avenue, P.O. Box 52, Benoni. (Tel. 845-2700.)

Case 3346/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ephraim Phillip Ngwenya**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on Friday, 23 July 1993 at 11:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:* All right, title and interest in the leasehold in respect of Lot 15126, Tsakane Extension 5 Township, Registration Division IR, Transvaal.

*Situation:* Lot 15126, Tsakane Extension 5, area 264 (two hundred and sixty-four) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, lounge, kitchen and under tiled roof.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 29th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO19E/mgh/tf.)  
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Case 17152/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Natal Building Society Ltd** (Registration No. 87/01384/06), Plaintiff, and **Norman Jaggars**, First Defendant, and **Ntomboxolo Franscina Jaggars**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 6 May 1991, the property listed hereunder, and commonly known as Erf 23710, Khayelitsha (Mandela Park), will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 July 1993 at 10:00, to the highest bidder:

Erf 23710, Khayelitsha, in the area of the Town Council of Lingeletu West, in extent 113 square metres.

The following improvements are reported to be on the property but nothing is guaranteed:

Single-storey residence built of brick under asbestos roof, comprising two bedrooms, dining-room, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8th day of June 1993.

J. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N492.)

Case 35305/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **NBS Bank Ltd**, formerly Natal Building Society Ltd (Registration No. 87/01384/06), Plaintiff, and **Thozamile Theophilus George**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 12 August 1992, the property listed hereunder, and commonly known as Erf 23459, Khayelitsha, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 July 1993 at 10:00, to the highest bidder:

Erf 23459, Khayelitsha, in the area of the Town Council of Lingeletu West, in extent 112 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Single-storey residence built of brick under asbestos roof, comprising two bedrooms, dining-room, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N800.)

Case 60962/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Natal Building Society Ltd** (Registration No. 87/01384/06), Plaintiff, and **Sikumbuzo Walter Kalimashe**, First Defendant, and **Noxolile Parina Kalimashe**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 18 February 1991, the property listed hereunder, and commonly known as Erf 23748, Khayelitsha, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 July 1993 at 10:00, to the highest bidder:

Erf 23748, Khayelitsha, in the area of the Town Committee of Lingeletu West, Cape Division, in extent 113 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Single-storey residence built of brick under asbestos roof, comprising two bedrooms, dining-room, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N302.)

Case 58152/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Natal Building Society Ltd** (Registration No. 87/01384/06), Plaintiff, and **Benson Zolide Kibido**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 23 January 1991, the property listed hereunder, and commonly known as Erf 21477, Khayelitsha, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 July 1993 at 10:00, to the highest bidder:

Erf 21477, Khayelitsha, in the area of the Town Committee of Lingeletu West, Cape Division, in extent 112 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Single-storey residence built of brick under asbestos roof, comprising two bedrooms, dining-room, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N267.)



## Case 18896/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Natal Building Society Ltd** (Reg. No. 87/01384/06), Plaintiff, and **Lulekwa Mfazwe**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 28 May 1991, the property listed hereunder, and commonly known as Erf 23451, Khayelitsha (Mandela Park), will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 July 1993 at 10:00, to the highest bidder:

Erf 23451, Khayelitsha, in the area of the Town Council of Lingeletu West, Cape Division, in extent 112 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with under asbestos roof, comprising two bedrooms, dining-room, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 8th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.604.)

## Case 61320/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Natal Building Society Ltd** (Reg. No. 87/01384/06), Plaintiff, and **Vuyisile Leonard Ndzeke**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 31 January 1991, the property listed hereunder, and commonly known as Erf 22447, Khayelitsha, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 July 1993 at 10:00, to the highest bidder:

Erf 22447, Khayelitsha, in the area of the Town Committee of Lingeletu West, Cape Division, in extent 113 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with under asbestos roof, comprising two bedrooms, dining-room, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 9th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.304.)

## Case 11339/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Natal Building Society Ltd** (Reg. No. 87/01384/06), Plaintiff, and **Mziwonke Photto Shosha**, First Defendant, and **Sindiswa Ellen Shosha**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 10 April 1991, the property listed hereunder, and commonly known as Erf 19850, Khayelitsha (Mandela Park), will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 July 1993 at 10:00, to the highest bidder:

Erf 19850, Khayelitsha, in the area of the Town Committee of Lingeletu West, in extent 226 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick under asbestos roof, comprising two bedrooms, dining-room, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 9th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.389.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd**, formerly known as Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Leon Wesley van Niekerk**, First Defendant, and **Caroline Christina Elizabeth van Niekerk**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 20 July 1992, the property listed hereunder, and commonly known as 30 Genoa Way, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 July 1993 at 10:00, to the highest bidder:

47693, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 316 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 8th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.1139.)

Case 29032/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedcor Bank Ltd versus Desmond van Niekerk and Frances Veronica van Niekerk**

In pursuance of a judgment dated 16 October 1992 and an attachment on 5 November 1992, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 16 July 1993 at 14:15:

Erf 434, Gelvandale, in the Municipality and Administrative District of Port Elizabeth, in extent 403 (four hundred and three) square metres, situated at 1 Parrish Road, Jarman Township, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick dwelling in the course of construction, at present consisting of a garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court West, 36 North Street, North End, Port Elizabeth.

*Terms:* 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Sheriff's charges (4%) four per cent, are also payable on date of sale.

Dated the 16th day of June 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 9584/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedperm Bank Ltd versus Pinkie Knowledge Ntshanyana**

In pursuance of a judgment dated 29 April 1991 and an attachment on 10 November 1992, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 16 July 1993 at 14:15:

Erf 11896, kwaZakhele, in the Administrative District of Port Elizabeth, in extent 239 (two hundred and thirty-nine) square metres, situated at 11896 Site & Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an iron roof, consisting of three bedrooms, bathroom, lounge, dining-room, kitchen and two carports.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

*Terms:* 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Dated the 14th day of June 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2271/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedcor Bank Ltd versus Viljoen du Toit**

In pursuance of a judgment dated 23 March 1993 and an attachment on 25 May 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 16 July 1993 at 14:15:

Portion 64 (a portion of Portion 13), of the farm Little Chelsea 10, situated in the Division of Port Elizabeth, in extent 4,2827 (four comma two eight two seven) hectares, situated at Goedmoedersfontein Road, Wyndomayne.

While nothing is guaranteed, it is understood that on the property is a dwelling-house in the course of construction.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court West, 26 North Street, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Dated the 17th day of June 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 24305/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Fidelity Bank Ltd**, Plaintiff, and **Graeme Hutchison**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Port Elizabeth and writ of execution dated 7 January 1993, the following property will be sold in execution on 23 July 1993 at 14:15, at the Front Entrance, Magistrate's Court, New Law Courts, North End, Port Elizabeth, to the highest bidder [subject to the provisions of section 66 (2) of Act No. 32 of 1944], viz:

Erf 888, Mill Park, in the Municipality and Division of Port Elizabeth, in extent 1 261 (one thousand two hundred and sixty-one) square metres, known as 20 Burford Crescent, Linkside, Port Elizabeth, held by Deed of Transfer T36976/81.

Whilst nothing is guaranteed in this regard, it is understood that the property to be sold in execution consists of a single storey brick under tile residential dwelling, and a copy of the Municipal Site Sketch, may be examined at the office of the Sheriff, Magistrate's Court, Port Elizabeth South, 36 North Street, North End, Port Elizabeth.

The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, together with auctioneer's charges, and the balance shall be payable against transfer to be secured by a bank or building society guarantee.

The conditions of sale are available for inspection at the office of the Sheriff, Magistrate's Court, Port Elizabeth South, 36 North Street, North End, Port Elizabeth.

Dated at Port Elizabeth this 11th day of June 1993.

Solomons & Knuth, Plaintiff's Attorneys, 57 Havelock Street, Port Elizabeth, 6001. (Tel. 56-4355.)

Case 11956/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd**, formerly United Bank Ltd, Plaintiff, and **M. R. van Wyk**, First Defendant, and **A. M. van Wyk**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 13 November 1992, the following will be sold in execution on 21 July 1993 at 10:00, in front of the Magistrate's Court, for the District of Wynberg, to the highest bidder:

Erf 14812, Mitchells Plain, 295 (two hundred and ninety-five) square metres, held by Deed of Transfer T34060/91, situated at 24 Ketch Road, Strandfontein Village, Mitchells Plain.

**Description:** Semi-detached residence with three bedrooms, lounge, kitchen and bathroom/w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to 10% (ten per cent) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.



Case 879/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **ABSA Bank Ltd**, formerly United Bank Ltd, Plaintiff, and **M. C. Tajoodien**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg dated 2 April 1993, the following will be sold in execution on 16 August 1993 at 14:00, on site to the highest bidder:

Erf 110021, Cape Town, at Athlone, 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T53653/87, situated at 28 Cissy Gool Avenue, Athlone.

*Description:* A double storey house partly built under tiled roof, consisting of five bedrooms, lounge, kitchen, two bathrooms and a double garage.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to 10% (ten per cent) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 1801/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **Grahamstown Building Society**, Plaintiff, and **Joie De Vivre Properties (Pty) Ltd**, First Defendant, **Leon Kenneth Dempers**, Second Defendant, **Christine-Anne Dempers**, Third Defendant, and **The Crillion (Pty) Ltd**, Fourth Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Eastern Cape Division) dated 11 February 1993, and an attachment dated 25 March 1993, the following immovable property of the First Defendant will be sold in front of the Magistrate's Court, High Street, Grahamstown, by public auction on 23 July 1993 at 10:00:

1. Erf 1633, Grahamstown, in the Municipality of Grahamstown, Division of Albany, in extent 559 (five hundred and fifty-nine) square metres.

2. Remainder Erf 1634, Grahamstown, in the Municipality of Grahamstown, Division of Albany, in extent 706 (seven hundred and six) square metres.

3. Erf 1638, Grahamstown, in the Municipality of Grahamstown, Division of Albany, in extent 623 (six hundred and twenty-three) square metres.

Held by the Defendant by Deed of Transfer T74056/91, situated at 2 and 4 Bathurst Street, Grahamstown.

Whilst nothing is guaranteed it is understood that the property consists of a 25 (twenty-five) roomed hotel plus a six (6) roomed dwelling-house under brick and tile with the usual lounges, kitchen, bar and reception rooms.

The purchaser must make a deposit of ten per cent (10%) of the purchase price, pay the fees of the Sheriff of the Supreme Court and arrear rates on the day of the sale, the balance to be payable against registration of transfer and to be secured by a guarantee from a bank or building society in favour of the Sheriff of the Supreme Court, to be approved by the Plaintiff's attorney, within fourteen (14) days of the date of sale.

The said property will be sold on the conditions which will be read out at the sale by the Sheriff of the Supreme Court, which conditions may be inspected at the offices of the Sheriff of the Supreme Court, J.S. Maritz Esq., c/o W. J. Olckers & Son, 127 High Street, Grahamstown.

Dated at Grahamstown this 11th day of June 1993.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref. C. K. M. Stone.)

Case 106/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06), Plaintiff, and **Stephen John Pritchard**, Defendant

In pursuance of a judgment of the above Honourable Court, and a writ of execution dated 26 May 1993, the following property will be sold on Friday, 23 July 1993 at 11:00, to the highest bidder:

Erf 1449, Port Alfred, in the Municipality of Port Alfred, Division of Bathurst, in extent one thousand nine hundred and fifty-two (1 952) square metres, situated at 32 Hill Street, Port Alfred.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Vacant land.

The property is zoned residential.

The sale aforesaid will take place at 32 Hill Street, Port Alfred.

*Conditions of sale:*

1. The purchaser shall pay 10% (ten per cent) of the purchase price on the date of the sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the Title Deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at Port Alfred this 8th day of July 1993.

Haycock & De Klerk, Plaintiff's Attorneys, 44 Van der Riet Street, Port Alfred. (Ref. Mr De Klerk/1726.)

**Case 26457/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Peter John Welman**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg dated 15 June 1992, and warrant of execution dated 22 October 1992, the following will be sold in execution on 26 July 1993 at 10:00, at the Court-house, being:

Certain land situated at Wynberg, in the City of Cape Town, Cape Division, being Erf 74936, Cape Town at Wynberg, measuring 496 (four hundred and ninety-six) square metres, held under Deed of Transfer 20630/1964 dated 6 October 1988, also known as La Pete, Fifth Avenue, Fairways, Wynberg.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, bathroom, kitchen, lounge, dining-room, garage and swimming-pool.

*3. Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 4th day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. X2C0252 Mrs Liebrandt.)

**Case 4205/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **C. J. Petersen**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg dated 9 June 1992, and warrant of execution dated 21 April 1993, the following will be sold in execution on 26 July 1993 at 10:00, at the Court-house, being:

Certain land situated at Mitchells Plain, in the City of Cape Town, Cape Division, being Erf 13627, Cape Town, at Mitchells Plain, measuring 186 (one hundred and eighty-six) square metres, held under Deed of Transfer 10120 dated 10 March 1987, also known as 58 Siberian, Rocklands, Mitchells Plain.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, lounge, kitchen, bathroom and toilet.

*3. Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 2nd day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. X2C0327 Mrs Liebrandt.)

#### Case 10047/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **G. Leo**, First Defendant, **Mrs M. E. Leo**, Second Defendant and **Matthew Pritchard**, Third Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 9 September 1992, the following will be sold in execution on 21 July 1993 at 10:00, in front of the Magistrate's Court-house for the District of Wynberg, to the highest bidder:

Erf 1133, Weltevreden Valley, 417 (four hundred and seventeen) square metres, held by Deed of Transfer T23429/90, situated at 39 Louise Crescent, Weltevreden Valley, Mitchells Plain.

*Description:* A single-storey dwelling with brick walls under tiled roof consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated on the 3rd day of June 1993.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Tel. 419-6990.) (Ref. B. Kosmas/GJ/COLL.)

#### Case 12741/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Western Province Blood Transfusion Service**, Plaintiff, and **Mrs Petronella van Zyl**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 19 October 1992, the following will be sold in execution on 16 July 1993 at 12:00, on the site, to the highest bidder:

Erf 9724, Kraaifontein, 548 (five hundred and forty-eight) square metres, held by Deed of Transfer T20587/86, situated at 136 Shelly Street, Kraaifontein.

*Description:* Three bedrooms, one and a half bathroom, garage, servant's toilet, lounge and dining-room.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River.

Dated on the 15th day of June 1993.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Tel. 419-6990.) (Ref. B. Kosmas/GJ/COLL.)



## Case 1452/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Zenobia Joan Pekeur**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 1 February 1992 and warrant of execution dated 26 April 1993, the following will be sold in execution on 26 July 1993 at 10:00, at the Court-house being:

Certain land situated at Mitchells Plain in the City of Cape Town, Cape Division, being Erf 33181, Cape Town at Mitchells Plain, measuring 253 (two hundred and fifty-three) square metres, held under Deed of Transfer 34050 dated 15 June 1990, also known as 8 Scrabble Crescent, Beacon Valley, Mitchells Plain.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed insofar as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, bathroom and toilet, kitchen and lounge.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the execution creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the execution creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 2nd day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. X2C0280. Mrs Liebrandt.)

## Case 1625/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Clive Losper**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 17 July 1992 and warrant of execution dated 19 March 1993, the following will be sold in execution on 26 July 1993 at 10:00, at the Court-house being:

Certain land, situate at Mitchells Plain, in the City of Cape Town, Cape Division, being Erf 13697, Cape Town at Mitchells Plain, measuring 168 (one hundred and sixty-eight) square metres, held under Deed of Transfer 32129 dated 30 May 1991, also known as 30 Coral, Rocklands, Mitchells Plain.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Two bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the execution creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the execution creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 3rd day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. X3C0032. Mrs Liebrandt.)

## Case 9611/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Andrew David Sampson**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 14 September 1992 and warrant of execution dated 19 January 1993, the following will be sold in execution on 26 July 1993 at 10:00, at the Court-house being:

Certain land situate at Mitchells Plain in the City of Cape Town, Cape Division, being Erf 20588, Cape Town at Mitchells Plain, measuring 271 (two hundred and seventy-one) square metres, held under Deed of Transfer 29637/88 dated 3 June 1988, also known as 4 Wandel Crescent, Woodlands, Mitchells Plain.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed insofar as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, kitchen, lounge, toilet and bathroom.

*3. Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the execution creditor's conveyancers;

*3.3 interest shall be paid on—*

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the execution creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 2nd day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. X3C0021. Mrs Liebrandt.)

## Case 1602/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **V. J. Vraagom**, First Defendant, and **Mrs D. C. Vraagom**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 4 May 1993, the following will be sold in execution at 10:00, on 21 July 1993, in front of the Magistrate's Court House for the District of Wynberg to the highest bidder:

Erf 37647, Mitchells Plain, 136 (one hundred and thirty-six) square metres, held by Deed of Transfer T44067/89, situated at 3 Church Street, Strandfontein.

*Description:* Residence built with bricks and tiled roof consisting of two bedrooms, lounge, kitchen and bathroom/w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

## Case 11427/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **J. L. van Schalkwyk**, First Defendant, and **Mrs A. L. van Schalkwyk**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 5 November 1992, the following will be sold in execution on 23 July 1993 at 09:00, in front of the Magistrate's Court House, for the District of Kuils River, to the highest bidder:

Erf 2984, Eerste River, 342 (three hundred and forty-two) square metres, held by Deed of Transfer T27440/92, situate at 14 Greysler Crescent, Devon Park, Eerste River. Description: Lounge, kitchen, two bedrooms and bathroom/w.c. under tiled roof.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid to ten per cent thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

#### Case 2075/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **N. A. Burns**, First Defendant, and **Mrs K. C. Burns**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 23 March 1993, the following will be sold in execution on 21 July 1993 at 10:00, in front of the Magistrate's Court-house for the District of Wynberg, to the highest bidder:

Erf 33280, Mitchells Plain, 248 (two hundred and forty-eight) square metres, held by Deed of Transfer T48253/86, situate at 2 Snooker Close, Beacon Valley, Mitchells Plain. *Description:* A brick dwelling consisting of two bathrooms/w.c., kitchen and lounge under tiled roof.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid to ten per cent thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

#### Case 420/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **Sani Milson Govuza**, Defendant

In execution of the Judgment of the Magistrate's Court for the District of Mitchells Plain, in the above matter, a sale will be held in front of the Wynberg Magistrate's Court-house, Church Street, Wynberg, 19 July 1993 at 10:00, of the following property:

Erf 27486, Khayelitsha, in the Area of the City Council of Lingeletu West, Administrative District of the Cape, in extent two hundred and seventy-five (275) square metres, held by Certificate of Registered Grant of Leasehold TL 47468/92.

The property consists of single dwelling built of brick walls under asbestos/tiled roof comprising approximately three bedrooms, dining-room, kitchen, bathroom and w.c.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed/s. The highest bidder shall be the purchaser to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Messenger of the Court, Wynberg.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

#### Case 50164/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd) Plaintiff, and **M. P. Lala**, First Defendant, and **T. Lala**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg dated 29 April 1993, the following will be sold in execution on 21 July 1993 at 10:00 in front of the Magistrate's Court-house, for the District of Wynberg to the highest bidder:

Erf 1057, Schaap Kraal, 356 (three hundred and fifty-six) square metres, held by Deed of Transfer T19374/89, situated at 5 Garnet Close, Schaap Kraal, Grassy Park.



*Description:* A single dwelling consisting of brick walls under tiled roof consisting of three bedrooms, kitchen, lounge and bathroom/w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

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**Case 16310/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **N. van Wyk**, First Defendant, and **S. P. van Wyk**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 14 January 1993, the following will be sold in execution on 23 July 1993 at 09:00, of the Magistrate's Court-house, for the District of Kuils River, to the highest bidder:

Erf 2311, Blue Downs, 265 (two hundred and sixty-five) square metres, held by Deed of Transfer T42887/92, situated at 3 O'Bell Close, Blue Downs, Eerste River.

*Description:* Lounge, kitchen, three bedrooms and bathroom/w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to (10%) ten per cent thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

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**Case 8956/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PAARL HELD AT PAARL**

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **N. Levy**, First Defendant, and **T. Levy**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Paarl dated 7 April 1993, the following will be sold in execution on 20 July 1993 at 10:00, in front of the Magistrate's Court for the District of Paarl to the highest bidder:

Erf 13803, Paarl, 676 (six hundred and seventy six) square metres, held by Deed of Transfer T69947/1991, situated at 95 Bonaparte Avenue, Paarl.

*Description:* Vacant Plot.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Paarl.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

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**Case 1275/93**

**IN MAGISTATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **E. Loeks**, First Defendant, **Mrs G. C. Loeks**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 18 March 1993, the following will be sold in execution on 13 July 1993 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 3691, Eerste River, 347 (three hundred and forty-seven) square metres, held by Deed of Transfer T61409/92, situated at 20 Camel Thorne Street, Eerste River. *Description:* Lounge, kitchen, two bedrooms and bath/w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

**Case 12344/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **R. A. Truter**, First Defendant, and **Mrs F. F. Truter**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 23 March 1993, the following will be sold in execution on 13 July 1993 at 09:00, in front of the Kuils River Magistrate's Court-house to the highest bidder:

Erf 2859, Kleinvlei, 605 (six hundred and five) square metres, held by Deed of Transfer T62227/1987, situated at 13 Columbus Street, Forest Glade, Eerste River. Description: Lounge, dining-room, kitchen, two bedrooms and bath/w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

**Case 786/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **A. Visser**, First Defendant, and **Mrs D. C. Visser**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 10 February 1993, the following will be sold in execution on 13 July 1993 at 09:00, in front of the Magistrate's Court-house for the District of Kuils River, to the highest bidder:

Erf 277, Kleinvlei, 483 (four hundred and eighty-three) square metres, held by Deed of Transfer T57149/91, situated at 6 Amundsen Street, Eerste River. Description: Lounge, dining-room, kitchen, bathroom/w.c. and three bedrooms.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

**Case 2103/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **M. Y. Alberts**, First Defendant, and **Miss R. Alberts**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 19 April 1993, the following will be sold in execution on 13 July 1993 at 09:00, in front of the Magistrate's Court for the District of Kuils River to the highest bidder:

Erf 1110, Kleinvlei, 550 (five hundred and fifty) square metres, held by Deed of Transfer T63107/92, situated at 23 Ceres Street, Kleinvlei, Eerste River. Description: Lounge, kitchen, two bedrooms and bath/w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

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**Case 52/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BREDASDORP HELD AT BREDASDORP**

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **J. Lintnaar**, First Defendant, and **Mrs E. M. Lintnaar**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Bredasdorp dated 29 April 1993, the following will be sold in execution on 21 July 1993 at 11:00, in front of the Magistrate's Court for the District of Bredasdorp, to the highest bidder:

Erf 2987 (portion of Erf 2986), Bredasdorp, 298 (two hundred and ninety-eight) square metres, held by Deed of Transfer T66650/92, situated at 24 Carnation Avenue, Bredasdorp.

*Description:* Lounge, kitchen, three bedrooms, bathroom/w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per centum (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Bredasdorp.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

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**Case 3166/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **D. Alexander**, First Defendant, and **Mrs Y. P. Alexander**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 19 May 1993, the following will be sold in execution on 12 July 1993 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 4037 (portion of Erf 31), Kleinvelei, 256 (two hundred and fifty-six) square metres, held by Deed of Transfer T74063/92, situated at 27 Seringa Street, Kleinvelei.

*Description:* Lounge, kitchen, three bedrooms, bathroom/w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per centum (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

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**Case 4890/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **S. F. Abrahams**, First Defendant, and **Mrs C. M. J. Abrahams**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 21 May 1993, the following will be sold in execution on 12 July 1993 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 5060 (portion of Erf 4846), Brackenfell, 415 (four hundred and fifteen) square metres, held by Deed of Transfer T30269/92, situated at 4 Henly Court, Northpine, Brackenfell.

*Description:* Lounge, dining-room, kitchen, three bedrooms, bathroom/w.c.



1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per centum (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

#### Case 2907/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **Campbell McCraw R.E. (Pty) Ltd**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg dated 23 February 1993, the following will be sold in execution on 21 July 1993 at 10:00, in front of the Magistrate's Court-house for the District of Wynberg, to the highest bidder:

Erf Section 11, on Sectional Plan SS193/1985, Candlewood, 46 (forty-six) square metres, held by Certificate of Registered Sectional Title ST193/1985 (1) (Unit), situated at 8 Candlewood, Victoria Avenue, Hout Bay.

*Description:* Teller area, service area, general office and kitchen.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per centum (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

#### Case 12212/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **L. S. Tshotwana**, First Defendant, and **Mrs. N. C. Tshotwana**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 7 January 1993, the following will be sold in execution on 21 July 1993 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 1719, Mandalay, 565 (five hundred and sixty-five) square metres, held by Deed of Transfer T17914/1992, situated at 68 Auber Avenue, Mandalay.

*Description:* A single dwelling consisting of three bedrooms, kitchen, lounge, bathroom/w.c. and en-suite.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per centum (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

#### Case 53964/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **R. C. Thompson**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg dated 13 April 1993, the following will be sold in execution on 21 July 1993 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 3214, Grassy Park, 496 (four hundred and ninety-six) square metres held by Deed of Transfer T24624/79, situated at 12 Della Way, Grassy Park.

*Description:* A brick dwelling consisting of three bedrooms, bathroom, kitchen, dining-room under tiled roof.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per centum (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

#### Case 3219/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **J. R. Case**, First Defendant, and **Mrs R. Case**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 10 May 1993, the following will be sold in execution on 12 July 1993 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 2404 (portion of Erf 114), Eerste River, 450 (four hundred and fifty) square metres, held by Deed of Transfer T39624/92, situated at 5 Bengal Street, Eerste River.

*Description:* Lounge, kitchen, two bedrooms, bathroom/w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per centum (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

#### Case 7417/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **A. B. Robyntjies**, First Defendant, and **Mrs D. J. Robyntjies**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Somerset West dated 4 February 1993, the following will be sold in execution on 27 July 1993 at 14:30, in front of the Magistrate's Court for the District of Somerset West, to the highest bidder:

Erf 2350, Macassar, 286 (two hundred and eighty-six) square metres, held by Deed of Transfer T9919/8, situated at 32 Swawel Street, Deaconville, Macassar.

*Description:* Kitchen, lounge, three bedrooms, bathroom/w.c. and attached single garage.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per centum (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Somerset West.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

#### Case 8787/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Olico Warehousing (Pty) Ltd**, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Bellville, in the above matter, a sale will be held on Thursday, 22 July 1993 at 09:30, and at the property of the following immovable property:

Erf 9741, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 2 953 square metres, held by Deed of Transfer T83025/1992, situate in Acacia Street, Kraaifontein, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed:

A brick building with asbestos roof comprising of five offices, five office toilets, reception lobby, two restrooms, three store offices, store-room and workshop.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Belville, and at the offices of the undermentioned auctioneers:

Permanent Trust Association, 11th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Building, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/130088.)

#### Case 8000/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

#### **ABSA Bank Ltd, trading as United Bank versus Robert Barnard Young and Magdalena Johanna Young**

The following property will be sold in execution at the site of the property, 53 Fisher Street, Goodwood, Cape, on Tuesday, 27 July 1993 at 11:30, to the highest bidder:

Erf 5992, Goodwood, in extent 495 square metres, held by T7276/1991, situate at 53 Fisher Street, Goodwood, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, lounge, kitchen, three bedrooms, bathroom/toilet. Enclosed back stoep. Single garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1032/gi.)

#### Case 011870/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Body Corporate of the Ham's Court Building (SS263/1990)**, Plaintiff, and **C. E. Arendse**, First Defendant, and **C. A. Arendse**, Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Cape Town, in the above-mentioned suit, a sale will be held at 3 Ham's Court, Royal Road, Maitland, on Tuesday, 3 August 1993 at 09:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Mandatum Building, 44 Barrack Street, Cape Town:

(a) Section 5, as shown and more fully described on Sectional Plan SS263/1990, in the building or buildings known as Ham's Court and situate at Maitland in the Municipality of Cape Town, Cape Division, of which section the floor area according to the Sectional Plan is 59 square metres in extent, together with an undivided share in the common property in the land and building/buildings, shown and more fully described on the said Sectional Plan, apportioned to the said section in accordance with the participation quota of the said section specified in the Schedule endorsed on the said Sectional Plan and held under Certificate of Registered Sectional Title No. ST3546/1991 (5) (Unit).

(b) Section 6 as shown and more fully described on Sectional Plan SS263/1990 in the building or buildings known as Ham's Court and situate at Maitland, in the Municipality of Cape Town, Cape Division, of which section the floor area according to the sectional plan of 18 square metres in extent, together with an undivided share in the common property in the land and building/buildings, shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in the Schedule endorsed on the said sectional plan and held under Certificate of Registered Sectional Title ST3546/1991 (6) (Unit);

and situate at 3 Ham's Court, Royal Road, Maitland.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

A 59 square meter main dwelling consisting of a kitchen, bathroom, lounge and bedroom and a 18 square metre outbuilding consisting of a garage.

#### *Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or deposit-taking institution or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows:

4% (four per centum) on the proceeds of the sale [minimum charges R50 (fifty rand)].

Dated at Cape Town this 9th day of June 1993.

William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town; P.O. Box 67, Docex 88, Cape Town. (Tel. 22-2084.) (Ref. J. H. Luitingh/ms/T242/1877.)



Case 10874/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Ltd**, trading as United Bank *versus* **Antonio Michael Africa** and **Dawn Chariene Africa**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 July 1993 at 10:00, to the highest bidder:

Erf 893, Kleinvlei, in extent 569 square metres, held by T10225/1989, situated at 121 Da Gama Street, Forest Glade, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1276/gt.)

Case 12362/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**ABSA Bank Ltd**, trading as United Bank *versus* **Estelle Butterworth**

The following property will be sold in execution at the site of the property, 78 Hofmeyer Street, Parow Valley, Cape, on Monday, 26 July 1993 at 14:00, to the highest bidder:

Erf 9929, Parow, in extent 495 square metres, held by T42512/1990, situated at 78 Hofmeyer Street, Parow Valley, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen/scullery, three bedrooms, bathroom, toilet, detached garage and detached car-port.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0652/gl.)

Case 1886/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

**ABSA Bank Ltd**, trading as United Bank *versus* **Henry Mervyn van Reenen** and **Maud Maureen Margaret van Reenen**

The following property will be sold in execution at the site of the property, 34 St Lucia Crescent, Coniston Park, Retreat, Cape, on Wednesday, 28 July 1993 at 10:00, to the highest bidder:

Erf 124857, Cape Town at Retreat, in extent 479 square metres, held by T9968/1989, situated at 34 St Lucia Crescent, Coniston Park, Retreat, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0872/gt.)

## Case 1051/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STELLENBOSCH HELD AT STELLENBOSCH

**ABSA Bank Ltd, trading as Allied Bank versus Noel Sidney Slade and Gillian Ruth Slade**

The following property will be sold in execution at the site of the property, 33 Le Clerc Street, Idas Valley, Stellenbosch, Cape, on Tuesday, 27 July 1993 at 11:00, to the highest bidder:

Erf 11031, Stellenbosch, in extent 306 square metres, held by T45018/1990, situated at 33 Le Clerc Street, Idas Valley, Stellenbosch, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19% (nineteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0151/gt.)

## Case 2646/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

**ABSA Bank Ltd, trading as United Bank versus Marlan Morgan King and Brenda King**

The following property will be sold in execution at the site of the property, 45 Cook Street, Goodwood, Cape, on Tuesday, 27 July 1993 at 11:00, to the highest bidder:

Erf 6100, Goodwood, in extent 495 square metres, held by T67333/1992, situated at 45 Cook Street, Goodwood, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, toilet, laundry, store-room, garage and swimming-pool.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0125/gt.)

## Case 8226/89

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Ltd, trading as United Bank versus Joseph Manuel and Lindsey Danielle Manuel**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 July 1993 at 10:00, to the highest bidder:

Erf 792, Blue Downs, in extent 411 square metres, held by T29280/1988, situated at 28 Victoria Road, Tuscany Glen, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, three bedrooms, en suite, bathroom/toilet, dining-room and store.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D9U1987/gt.)

Case 8327/89

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Ltd, trading as United Bank versus Isak Hendriks and Jeanette Hendriks**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 July 1993 at 10:00, to the highest bidder:

Erf 2959, Kleinvlei, in extent 208 square metres, held by T4939/1988, situated at 32 Breitenbach Street, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms, bathroom and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U2021/gt.)

Case 21151/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT THE CAPE

**ABSA Bank Ltd, trading as United Bank versus Cindy-Lou Kedian**

The following property will be sold in execution at the site of the property, 29 Wood Drive, Table View, Cape, on Thursday, 29 July 1993 at 10:15, to the highest bidder:

Erf 13399, Milnerton, in extent 601 square metres, held by T25718/1990, situated at 29 Wood Drive, Table View, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room, kitchen, three bedrooms, bathroom/toilet, en suite and shower/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1182/gl.)

Case 47175/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA Bank Ltd, trading as United Bank versus Harold Wilson and Shirley Pearly Wilson**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 28 July 1993 at 10:00, to the highest bidder:

Erf 40827, Mitchells Plain, in extent 242 square metres, held by T66012/1988, situate at 54 Marianna Crescent, Morgenster, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2439/gl.)



Case 8405/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA Bank Ltd**, trading as United Bank *versus* **Albert Denis Fredericks**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 28 July 1993 at 10:00, to the highest bidder:

Erf 33200, Mitchells Plain, in extent 253 square metres, held by T24732/1987, situate at 39 Scrabble Crescent, Beacon Valley, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/dining-room, kitchen, two bedrooms, bathroom/toilet and garage facade.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1085/gl.)

Case 474/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HERMANUS HELD AT HERMANUS

**ABSA Bank Ltd**, trading as United Bank *versus* **Gertrude Catharine Smith**

The following property will be sold in execution at the site of the property, 208 Sixth Street, Voëlkliip, Hermanus, Cape, on Friday, 30 July 1993 at 12:00, to the highest bidder:

One half undivided share in Erf 3375, Hermanus, in extent 495 square metres, held by T67419/1988, situate at 208 Sixth Street, Voëlkliip, Hermanus, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three bedrooms, bathroom, toilet, detached two rooms and shower/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0052/gl.)

Case 14933/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE HELD AT CAPE

**ABSA Bank Ltd**, trading as United Bank *versus* **Christopher Paul Williamson**

The following property will be sold in execution at the site of the property, 8 Shiraz Close, Table View, Cape, on Thursday, 29 July 1993 at 09:30, to the highest bidder:

Erf 14199, Milnerton, in extent 600 square metres, held by T39674/1991, situate at 8 Shiraz Close, Table View, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/kitchen, three bedrooms, bathroom/toilet, shower/toilet and double garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0836/gl.)

Case 57424/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **The Body Corporate of the Lynwood Gardens Building SS203/92**, Plaintiff, and **D. F. Houghton**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Wynberg, in the above-mentioned suit, a sale will be held at 513 Lynwood Gardens, Pinetree Avenue, Claremont, District of Wynberg on Thursday, 12 August 1993 at 14:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg:

Section 103, as shown and more fully described on Sectional Plan SS203/92, in the building or buildings known as Lynwood Gardens, and situated at Claremont, in the Municipality of Cape Town, Cape Division, of which section the floor area, according to sectional plan is 83 square metres in extent, together with an undivided share in the common property in the land and building/buildings, shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in the Schedule endorsed on the said sectional plan and held under Certificate of Registered Sectional Title ST10922/1991, and situated at 513 Lynwood Gardens, Pinetree Avenue, Claremont, District of Wynberg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

An 83 square metre flat consisting of kitchen, lounge, two bedrooms, bathroom and toilet.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows:

4% (four per centum) on the proceeds of the sale, minimum charges R50 (fifty rand).

Dated at Cape Town this 16th day of June 1993.

William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town; P.O. Box 67, Cape Town. Docex 88. (Tel. 22-2084.) (Ref. J. Luitingh/ms/T297/2490.)

Case 2368/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PAARL HELD AT PAARL

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Execution Creditor, and **Alfred Edward Daniel Vaughan**, First Execution Debtor, and **Desiree Vaughan**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Paarl dated 17 May 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 16 July 1993 at 10:00:

Erf 19294, Paarl, in the Municipality and Division of Paarl, in extent 130 (one hundred and thirty) square metres.

Street address: 70B Iris Street, Green Hill, Paarl.

*Conditions of sale:*

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed:

Lounge, kitchen, full bathroom and two bedrooms.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer, immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 40 Du Toit Street, Paarl.

(4) Payment shall be effected as follows:

Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 16th day of June 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 12172/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Western Bank Ltd**, trading as Wesbank, Plaintiff, and **John Squires**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, 4 June 1991, and a warrant of execution, the following will be sold in execution on 14 July 1993 at 10:00, at the property thereby attached being a single brick dwelling and one brick double garage at 55 Bunker Road, Lakeside, to the highest bidder, the property being more fully described as:

Half share in Erf 84953, Cape Town, in the Municipality of Cape Town, Cape Division, measuring 815 (eight hundred and fifteen) square metres, situated at 55 Bunker Road, Lakeside.

Described as a single brick dwelling under a tiled roof, consisting of three rooms, kitchen and bathroom only and brick double garage under a corrugated iron roof.

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules thereunder and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported but nothing is guaranteed:

Swimming-pool and retention wall along one side of the property.

3. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale.

4. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Simon's Town.

Dated at Cape Town this 14th day of June 1993.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 34 St George's Street, Cape Town. (Ref. J. R. Gowar/DA.)

To: The Clerk of the Court, Magistrate's Court, Cape Town.

**Case 37144/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Western Cape Regional Services Council**, Plaintiff, and **Y. Petersen**, First Defendant, and **M. M. Petersen**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 14 September 1992, the property listed hereunder, and commonly known as 15 Hermes Way, Mandalay, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 12 August 1993 at 10:00, to the highest bidder:

Erf 1797, Mandalay, situated in the local area of Mandalay, Cape Division, in extent 544 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Single dwelling, brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town this 14th day of June 1993.

Coll, for Syfret Godlonton—Fuller Moore Inc., 10th Floor, NBS Waldorf, St Georges Mall, Cape Town. [Ref. COLL/WW/74559 (4).]

**Case 158/93**

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Yvonne Helene Lertinello**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 17 February 1993, and an attachment in execution dated, 11 March 1993, the following property will be sold at 52 Main Street, Humansdorp, by public auction on Friday, 16 July 1993 at 11:00:

Erf 27, Paradise Beach, in the local area of Paradise Beach, Division of Humansdorp, in extent 1 312 (one thousand three hundred and twelve) square metres, situate at 27 Sandpipers Way, Paradise Beach, Jeffreys Bay.

While nothing is guaranteed, it is understood that on the property is a double storey dwelling with a tiled roof, consisting of lounge cum dining-room, five bedrooms, open-plan kitchen, and bathroom. The outbuildings consist of garage and servants' room and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, 52 Main Street, Humansdorp, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 94 Main Street, Port Elizabeth, telephone 52-1118.

*Terms:* 10% (ten per cent) and Deputy Sheriff's charges of 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 7th day of June 1993.

Loon & Connellan, Plaintiff's Attorneys, 4 Cape Road, Central, Port Elizabeth. (Tel. 52-1416.) (Ref. Mr C: Beylerveld.)



Saak 19317/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Donald Brown**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer, 11 Mei 1993, sal die ondergemelde eiendom verkoop word op 30 Julie 1993 om 14:15, by die Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserve aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Noord.

Erf 27, Kwadwesi, geleë in die Kwamagxaki/Kwadwesi Ontwikkelingsarea, Administratiewe distrik van Port Elizabeth, groot 275 vierkante meter, ook bekend as Mnqumastraat 47, Kwadwesi-uitbreiding 1, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 14de dag van Junie 1993.

Rohan Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. R. Greyvenstein/sh/Z04368.)

Saak 5105/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen **Trust Bank Bpk.**, Eiser, en **Jan George Stadler**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 2 Desember 1992, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op Woensdag, 21 Julie 1993 om 10:00, voor die Landdroshof te Upington, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

*Beskrywing:* Resterende Gedeelte van Erf 3811, Upington, geleë in die Munisipaliteit Upington, Afdeling Gordonia, groot eenduisend vyf-en-sewentig (1 075) vierkante meter, gehou kragtens Akte van Transport T190/77, met verbeterings ten opsigte waarvan geen waarborge gegee word nie. Adres Kelleystraat 10, Upington.

*Voorwaardes:*

1. Die koper sal 'n deposito van 20% (twintig persent) van die koopprijs in kontant betaal op die dag van die verkoping en die balans op datum van registrasie van transport en sal 'n bank- of bougenootskapwaarborg aan die Balju voorsien binne 30 dae na datum van verkoping, welke deur die Eiser se prokureurs goedgekeur moet word.

2. Die koper sal verantwoordelik wees vir die betaling van okkupasiehuur in die bedrag van R750 (sewehonderd en vyftig rand) per maand, vanaf datum van koop tot datum van registrasie van transport.

Die volledige stel verkoopvoorwaardes lê vir inspeksie by die Balju se kantore gedurende kantoorure.

Geteken te Upington op hede hierdie 16de dag van Junie 1993.

Taylor Duvenhage, Prokureur vir Eiser, Scottstraat 59, Posbus 154, Upington, 8800.

Case 13475/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Wandile Mathithiba**, Defendant

In pursuance of a judgment dated 21 May 1993, and an attachment on 14 June 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 16 July 1993 at 14:15:

Erf 1198, Motherwell, NU7, Administrative District of Uitenhage, in extent 201 (two hundred and one) square metres, situated at 85 Mzwazwa Street, Motherwell, NU7.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

*Terms:* 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty one (21) days of sale. Sheriff's charges 4% (four per cent) are also payable on date of sale.

Dated at Port Elizabeth on this 16th day of June 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

## Case 40217/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Zabeko Twashu**, Defendant

In pursuance of a judgment dated 4 January 1993 and an attachment on 22 February 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 16 July 1993 at 14:15:

Erf 811, Motherwell, NU3, Administrative District of Uitenhage, in extent 220 (two hundred and twenty) square metres, situated at 87 Ngabangaba Street, Motherwell, NU3.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on date of sale, the balance, including Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale.

Sheriff's charges (4%) four per cent, are also payable on date of sale.

Dated at Port Elizabeth on this the 15th day of June 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

## Case 3188/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Willem Hendrik Naude**, First Defendant, and **Audrey Alice Naude**, Second Defendant

In the above matter a sale will be held on Tuesday, 20 July 1993 at 10:00, at the site of 40 Colonel Cresswell Avenue, Labiance, Bellville, being:

Erf 13135, Bellville, in the Municipality of Bellville, Cape Division, measuring 1 025 (one thousand and twenty-five) square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon, at the rate of eighteen per centum (18%) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

A complete dwelling with a slate roof, comprising three bedrooms, kitchen, bathroom, garage changed to a lounge, swimming-pool and a carport.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/as.)

## Saak 2974/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Eskom**, Eiser, en **Isaac Mars**, Eerste Verweerder, en **Ellen Mars**, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 21 Julie 1993 om 11:00, op die plek te Albert Philanderweg 12, Dennenmeer, Blackheath:

Erf 1985, Gaylee, in die plaaslike gebied van Melton Rose, afdeling Stellenbosch, groot 279 (tweehonderd nege-en-sewentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T18906/88 gedateer 13 April 1988.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshof, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 20,75% (twintig komma sewe vyf persent) betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (alhoewel niks in hierdie opsig gewaarborg word nie):

'n Woonhuis bestaande uit drie slaapkamers, sit/eetkamer, kombuis, badkamer en toilet.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, Northumberlandweg 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 27ste dag van Mei 1993.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonniskskuldeiser, Sewende Verdieping, Blok B, BSE Sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.) (Verw. E. L. Conradie/jk.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Wacor Construction CC**, Defendant

In the above matter a sale will be held on Friday, 16 July 1993 at 10:00, at the site of 2-22 Blue Downs Road, Hillcrest, Eerste River, being:

Erf 3805, Blue Downs, situated in the Local Area of Blue Downs, Administrative District of Stellenbosch, measuring 1,0222 (one comma nought two two two) hectares.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen per centum (16%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Vacant land.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 4961/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **H. A. J. Wasmuth**, Defendant

In the above matter a sale will be held on Friday, 16 July 1993 at 11:00, at the site of 8 De Keur Avenue, Durbanville, being Erf 1674, Durbanville, in the Municipality of Durbanville, Cape Division, measuring 2 025 square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen per centum (16%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

A dwelling, comprising of three bedrooms, two bathrooms, study, lounge, dining-room, servants' quarters, double garage and swimming-pool.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff, at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Saak 11737/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **Oostelike Provinsie Bouvereniging**, Eiser, en **Ysuf Jappie**, Eerste Verweerder, en **Rashida Jappie**, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 21 Julie 1993 om 14:00, op die plek te Walden Farm, New Eislebenweg, Philippi:

Gedeelte 17 van die plaas Schultz Vley 807, Cape Road, in die afdeling Kaap, groot 2,6553 hektaar, gehou deur die Verweerders kragtens Transportakte T30415/90 gedateer 30 Mei 1990.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 18,5% (agtien komma vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

'n Woonhuis onder teëldak bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet en skuur.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Wynberg, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 12de dag van Mei 1993.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)



Saak 54573/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **ABSA Bank Bpk.**, handeldrywende as Bankfin, Eiser, en **Sydney Mennas**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 21 Julie 1993 om 12:00, op die perseel te Morningstar 76, hoek van Agtste Laan en Consortweg, Retreat:

Erf 81591, Kaapstad te Retreat, geleë in die Munisipaliteit van Kaapstad, afdeling Kaap, groot 1 564 (eenduisend vyfhonderd vier-en-sestig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T7958/1965.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelakte.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eindom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 27,5% (sewe-en-twintig komma vyf persent) per annum, op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 27,5% (sewe-en-twintig komma vyf persent) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

'n Woonhuis bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer, motorhuis plus 'n woonstel bestaande uit twee kamers, kombuis en stort.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Posbus 162, Wynberg, en in die kantoor van die ondergetekende.

Geteken te Bellville op hierdie 17de dag van Mei 1993.

Marais Müller, Sewende Verdieping, BSE Sentrum, Voortrekkerweg 89, Bellville. (A. J. van Zyl/A. Rudman/Z85327.)

Case 6748/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **William Abraham Alexander Kamies**, First Defendant, and **Elizabeth Kamies**, Second Defendant

In the above matter a sale will be held on Monday, 19 July 1993 at 10:45, at the site of 9 Goodhope Street, Kuils River, being Erf 6663, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, measuring 315 square metres:

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen per centum (18%) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

A complete dwelling comprising two bedrooms, kitchen, toilet and lounge.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/as.)

Case 61604/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA Bank Ltd**, trading as United Bank, versus **Wilson Mpithizeli Makoba**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 28 July 1993 at 10:00, to the highest bidder:

Erf 18517, Khayelitsha, in extent 405 square metres, held by T21466/1990, situated at 13 Manzini Walk, Bongweni, Khayelitsha, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/kitchen, three bedrooms, bathroom/toilet, shower/toilet.

2. Payment: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2788/gl.)

Case 3647/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA Bank Ltd**, trading as United Bank, versus **Charlie Zollie Doda**, and **Antoinette Nosisa Doda**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 28 July 1993 at 10:00, to the highest bidder:

Erf 4203, Khayelitsha, in extent 312 square metres, held by TL17944/1988, situated at H262 Nokwazi Square, Khayelitsha, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/kitchen, three bedrooms, bathroom/toilet.

2. Payment: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0589/gl.)

Case 6594/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA Bank Ltd**, trading as United Bank, versus **Makwenkwe Ambrose Plaatjie**, and **Nomonde Patience Plaatjie**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 28 July 1993 at 10:00, to the highest bidder:

Erf 4205, Khayelitsha, in extent 283 square metres, held by TL56638/1987, situated at H264 Nokwazi Square, Khayelitsha, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, dining-room, three bedrooms, bathroom/toilet, shower/toilet.

2. Payment: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U1709/gl.)

Case 3196/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (All the assets and liabilities of the South African Permanent Building Society having been transferred to Nedperm Bank Ltd, with effect from 1 April 1989 in terms of section 5 (9) of the Mutual Building Societies Act, No. 24 of 1965, and with effect from 1 April 1992, Nedperm Bank Ltd, has changed its name to Nedcor Bank Ltd, in terms of section 44 (1) (b) of the Companies Act (Act No. 61 of 1973), Judgment Creditor, and **Mthethunzima Cresswell Pere**, Judgment Debtor

in execution of the judgment of the Magistrate's Court, Mitchells Plain, in the above matter, the property listed hereunder:

All right, title and interest in the leasehold in respect of Erf 27493, Khayelitsha, in the area of jurisdiction of the Lingeletu West Town Council, Administrative District of the Cape, in extent 258 square metres, situated at 6 Hlungulu, Khayelitsha (hereinafter referred to as the property), will be sold on 16 July 1993 at 14:00, at Magistrate's Court, Wynberg.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built with bricks under an asbestos tiled roof, consisting of approximately three bedrooms, dining-room, kitchen, bathroom and w.c.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 15862/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA Bank Ltd**, trading as **United Bank** *versus* **Bradwin Paul Sedrick Dirk and Gladys Dirk**

The following property will be sold in execution by public auction held at the Magistrate's Court of Wynberg, to the highest bidder on 21 July 1993 at 10:00:

Erf 40635, Mitchells Plain in the Cape Division, in extent 263 (two hundred and sixty-three) square metres, held by Deed of Transfer T63349/87, situated at 25 Elmarie Crescent, Morgenster, Mitchells Plain.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 17,25% (seventeen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 8th day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 35749/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Victoria Ronald Cremore**, Defendant

In the above matter a sale will be held on Thursday, 22 July 1993 at 11:15, at the site of 13 Portulaca Road, Wellway Park East, Durbanville, being Erf 3086, Durbanville, in the Municipality of Durbanville, Cape Division, measuring 1 162 square metres:

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 18% (eighteen per centum) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A complete dwelling with a tiled roof comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room and double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761) (Ref. P. Pepler/as.)

Case 3752/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Ltd**, Plaintiff, and **D. F. Houghton**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 513 Lynwood Gardens, Pinetree Avenue, Claremont, on Wednesday, 21 July 1993 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 110 Maynard House, Maynard Road, Wynberg:

(a) Section 103, as shown and more fully described on Sectional Plan SS203/1982, in the building or buildings known as Lynwood Gardens, situated at Claremont, in the Municipality of Cape Town, of which the floor area, according to the said sectional plan is 83 (eighty-three) square metres;

(b) an undivided share in the common property in the land and buildings or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, also known as 513 Lynwood Gardens, Pinetree Avenue, Claremont (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Entrance-hall, living/dining-room, two bedrooms, bathroom, water closet and kitchen.



*Terms:*

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

2. Auctioneer's charges, payable on the day of the sale to be calculated as follows:

5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter (3%) three per centum up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Cape Town this 9th day of June 1993.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (G. I. Rushton/34425.)

**Case 908/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

**ABSA Bank Ltd**, trading as United Bank *versus* **Colin Martin David Klein and Magdalena Christina Klein**

The following property will be sold in execution by public auction held at Malmesbury Courts Steps, to the highest bidder, on 20 July 1993 at 10:00:

Erf 4220, Wesfleur in the Atlantis Residential Local Area, Division Cape, in extent 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T32525/92, situated at 22 Petrez Cricle, Robinvale, Atlantis.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of hall, lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,75% (sixteen comma seven five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14 day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

**Case 6783/89**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society Ltd** (Reg. No. 87/01384/06), Plaintiff, and **Shaun Victor Saunders**, Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 12 December 1989, the property listed hereunder and commonly known as 14 Shellduck Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Monday, 26 July 1993 at 09:30, to the highest bidder:

Erf 4318, Blue Downs, in the Lower Kuils River 1 Local Area, Stellenbosch Division, in extent 313 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Single storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 7th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. V. de Kock/N.451.)

**Case 2880/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd**, formerly Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Michael George Jacobs**, First Defendant, and **Cecelia Theresa Jacobs**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 22 March 1993, the property listed hereunder, and commonly known as 24 Pisa Crescent, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 July 1993 at 10:00, to the highest bidder:

Erf 44867, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 333 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 7th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. V. de Kock/N.1416.)

**Saak 371/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK WARRENTON GEHOU TE WARRENTON**

In die saak tussen **United Bank Ltd**, Eiser, en **Benjamin James Smith**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping sonder reserwe, gehou word voor die Landdroshof, Warrenton, op 14 Julie 1993 om 10:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju, voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 199, Warrenton, geleë in Warrenton-dorpsuitbreiding 5, in die munisipaliteit Warrenton, afdeling Kimberley, groot 1 053 (eenduisend drie-en-vyftig) vierkante meter, onderworpe aan sekere servitude en voorwaardes, en gehou kragtens Transportakte T425/1987.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit woonhuis met sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, buitegeboue bestaande uit enkelmotorhuis, bediende kwartiere met toilet en stort.

*Terme:* Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Maian Maris Wilmans & Hay, Prokureurs vir die Eiser, Posbus 66, Uysstraat, Warrenton.

**Saak 2771/92**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL**

In die saak tussen **Allied Bank**, Eksekusieskuldeiser, en **C. G. Leyrer**, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 16 September 1992, sal die volgende onroerende eiendom hieronder beskryf geregtelik te Gabriërrestraat 23, Franschhoek, verkoop word op Donderdag, 22 Julie 1993 om 10:00, aan die hoogste bieder:

Erf 188, Franschhoek, in die munisipaliteit Franschhoek, afdeling Paarl, groot 339 vierkante meter, geleë te Gabriërrestraat 23, Franschhoek.

*Terme:*

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe No. 32 van 1944), soos gewysig, en die reëls en bepalings wat daarvolgens en volgens die Transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 19% (negentien persent) per jaar tot datum van registrasie van die Transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte op Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor Paarl.

Gedateer te Paarl op hierdie 14de dag van Junie 1993.

Faurie & Faurie, Eiser se Prokureurs, Hoofstraat 227, Paarl.

**Case 81/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **NBS Bank Ltd** (formerly Natal Building Society Ltd) (Reg. No. 87/01384/06), Plaintiff, and **James Franciscus Kordom**, First Defendant, and **Maria Anna Kordom**, Second Defendant

In pursuance of a judgment of the Magistrate's Court, Kuils River, and writ of execution dated 8 February 1993, the property listed hereunder and commonly known as 97 Spurwing Drive, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Monday, 26 July 1993 at 09:30, to the highest bidder:

Erf 6150, Blue Downs, situated in the Lower Kuils River 1 Local Area, Division of Stellenbosch, in extent 363 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 7th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.1380.)

Case 60878/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **NBS Bank Ltd**, formerly Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Anthony Augustine Abrahams**, First Defendant, and **Francis Abrahams**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 22 January 1992, the property listed hereunder and commonly known as 16 Genoa Way, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 July 1993 at 10:00, to the highest bidder:

Erf 47704, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 308 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 7th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.861.)

Case 3073/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **NBS Bank Ltd**, formerly Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Taswell Schuller**, First Defendant, and **Rene Armoed**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 2 March 1993, the property listed hereunder and commonly known as 6 Barbara Close, Santana, Eerste River, will be sold in execution in front of the Magistrate's Court, Kuils River, on Monday, 26 July 1993 at 09:30, to the highest bidder:

Erf 5351, Eerste River, in the Melton Rose Local Area, Administrative District of Stellenbosch, in extent 301 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 7th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.1409.)

Case 4740/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society Ltd**, Reg. No. 87/01384/06, Plaintiff, and **Brian Samuels**, First Defendant, and **Hajira Samuels**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 15 May 1991, the property listed hereunder, and commonly known as 17 Lourie Way, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Monday, 26 July 1993 at 09:30, to the highest bidder:

Erf 6160, Blue Downs, situated in the Lower Kuils River, 1 Local Area, Division of Stellenbosch, in extent 382 square metres.



The following improvements are reported to be on the property, but nothing is guaranteed:

Single storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 7th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc, 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.637.)

#### Case 1197/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STELLENBOSCH HELD AT STELLENBOSCH

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **Malcolm Tom Combrinck**, First Defendant, and **Jennifer Combrinck**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Stellenbosch, and writ of execution dated 29 April 1993, the property listed hereunder and commonly known as 24 Jooste Street, Kylemore, Stellenbosch, will be sold in execution at the premises on Tuesday, 27 July 1993 at 09:30, to the highest bidder:

Portion 143 of the farm Rust en Vrede 124, in the Local Area of Kylemore, Division Stellenbosch, in extent 580 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Stellenbosch, 116 Bergville, Victoria Street, Stellenbosch. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 14th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.1468.)

#### Case 2929/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **NBS Bank Ltd** (Ref. No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **Derek Harold John Stemmet**, First Defendant, and **Ann Conlyne Stemmet**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 24 February 1992, the property listed hereunder and commonly known as 37 Pisa Crescent, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 July 1993 at 10:00, to the highest bidder:

Erf 44860, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 426 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.939.)

#### Case 7701/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **Mogamat Sedick Hill**, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 17 August 1992, the property listed hereunder and commonly known as 11 Weltevreden Road, Hyde Park, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 29 July 1993 at 10:00, to the highest bidder:

Erf 2076, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 351 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 7th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. V. de Kock/N.1204.)

**Case 2432/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VREDENDAL HELD AT VREDENDAL

In the matter between **ABSA Bank Ltd**, trading as Allied Bank, Plaintiff, and **Jeremana Joseph Lethina, and Anna Lethina**, Defendants

The following property will be sold in execution voetstoots and without reserve to the highest bidder at the Magistrate's Court, Vredendal, on 23 July 1993 at 10:00:

Erf 1455, Vredendal, in the Municipality of Vredendal, Division Van Rhynsdorp, in extent 769 square metres, also known as 34 Morgenson Street, Vredendal.

*Conditions:*

1. The following information is furnished, but not guaranteed: Dwelling.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 9th day of June 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

**Case 32247/90**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA Bank Ltd**, trading as United Bank, *versus* **Elizabeth May Southey**

The following property will be sold in execution at the site of the property, 23 Constantia Road, Wynberg, Cape, on Thursday, 29 July 1993 at 12:00, to the highest bidder:

Erf 69983, Cape Town, at Plumstead, in extent 1 795 square metres, held by T15287/1965, situated at 23 Constantia Road, Wynberg, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, study, dining-room, kitchen, five bedrooms, bathroom/shower/toilet, bathroom/toilet, detached single garage, servants' quarters and swimming-pool.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D9U1969/gl.)

**Case 41472/91**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG

**ABSA Bank Ltd**, trading as United Bank, *versus* **Michael Robin Southey**

The following property will be sold in execution at the site of the property, 13 Durhan Street, Claremont, Cape, on Thursday, 29 July 1993 at 14:00, to the highest bidder:

Erf 53313, Cape Town, at Claremont, in extent 277 square metres, held by T25926/1975, situated at 13 Durham Street, Claremont, Cape.

1. The following improvements are reported but not guaranteed: Semi detached dwelling: Lounge/dining-room, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance, plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0989/gl.)

#### Case 15203/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

In the matter between **ABSA Bank Ltd**, trading as Allied Bank, Plaintiff, and **Martin John van Breda**, Defendant

The following property will be sold in execution voetstoots and without reserve to the highest bidder at the site of the property on 21 July 1993 at 11:00:

Erf 31612, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 588 square metres, also known as 98 Platteklouf Road, Goodwood.

#### *Conditions:*

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with lounge, kitchen, three bedrooms, one and a half bathroom, servants' rooms, double garage.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 7th day of June 1993.

Balsille Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

#### Saak 1764/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **Jan C. Petersen**, Eerste Vonnisskuldenaar, en **Sarah S. Petersen**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros, Paarl, in bogemelde saak sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 19 Julie 1993 om 11:00, te Hyachintstraat 4, Groenheuwel, Paarl, naamlik:

Erf 17936, Paarl, in die munisipaliteit en afdeling Paarl, groot 240 (tweehonderd en veertig) vierkante meter, gehou deur die Eksekusieskuldenaars kragtens Transportakte T36216/90 en geleë te Hyacinthstraat 4, Groenheuwel, Paarl, onderhewig aan die veilingvoorwaardes hieronder uiteengesit.

#### *Veilingvoorwaardes:*

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprijs is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling en die balans van die koopprijs tesame met rente daarop bereken teen die heersende prima bankkoers van Nedcor Bank Bpk. vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 2de dag van Julie 1993.

Van Wyk Gaum Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.



Case 2207/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STELLENBOSCH HELD AT STELLENBOSCH

In the matter between **Eastern Province Building Society**, Execution Creditor, and **J. M. V. W. Paymans**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Stellenbosch, and writ of execution issued, the following immovable property will be sold in execution on Tuesday, 20 July 1993 at 09:00, on site at 28 Dennesig Street, Stellenbosch, to the highest bidder, viz:

The Remainder of Erf 185, Stellenbosch, situated in the Municipality and Division of Stellenbosch, measuring 1 116 (one thousand one hundred and sixteen) square metres, held by the Execution Debtor under Deed of Transfer T35169/1981.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing and the full conditions of sale, be sold voetstoots to the highest bidder.

2. The aforesaid land or part thereof has without warranting the correctness thereof been improved by the erection thereon of the following: A single storey detached brick walled dwelling under cement tile roof comprising a lounge, dining-room, four bedrooms, two bathrooms, kitchen, pantry, laundry, single garage and servants' quarters.

3. *Payment:* The full purchase price, together with any Value-Added Tax which may be payable thereon, shall be payable in cash at the time of the sale or 10% (ten per cent) of the purchase price in cash and the balance of such purchase price, together with any Value-Added Tax which may be payable on the purchase price, together with interest on the amount of the Judgment Creditor's claim at the rate then prevailing (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) shall be payable from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by a guarantee of a bank or building society or other financial institution approved of by the Sheriff of the Court, such guarantee to be delivered within two (2) weeks of the date of sale.

4. The full conditions of sale which will be read out by the Sheriff of the Court or auctioneer immediately prior to the sale, may be inspected at either the office of the Sheriff of the Court, Stellenbosch, or at the offices of the attorneys for the Execution Creditor.

Schkolne Hart - Wilson Barnard, Attorneys for Execution Creditor, First Floor, Boland Bank Building, 139 Main Street, Somerset West.

Case 1614/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Standard Bank of S.A. Ltd**, Plaintiff, and **Lawrence John Brown**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 24 March 1993, and a writ of execution, dated 31 March 1993, the property listed hereunder will be sold in execution on 16 July 1993 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 1123, Kabega, Municipality and Division of Port Elizabeth, measuring 1 132 (one thousand one hundred and thirty-two) square metres, situated at 82 De Chovenes Street, Kabega Park, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, brick under tile private dwelling with lounge, kitchen, three bedrooms, bathroom, two w.c.'s, garage carport, patio, concrete paving, servants' and with boundary walls.

*Material conditions of sale:*

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the balance plus 16,5% (sixteen comma five per cent) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 7th day of June 1993.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Saak 2962/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Norman Holtzhauzen**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Vredenburg, en 'n lasbrief tot geregtelike verkoping, gedateer 16 November 1992, sal die ondervermelde eiendom op Woensdag, 21 Julie 1993 om 12:30, op die perseel te St Helenabaai, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 773, St Helenabaai, geleë in die Munisipaliteit van St Helenabaai, administratiewe distrik Malmesbury, groot 695 (ses nege vyf) vierkante meter, gehou kragtens Transportakte T4630/1992, en onderhewig aan die voorwaardes daarin na verwys en geregistreer ten gunste van Norman Holtzhauzen.

14902—5

*Veilingvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Landdroshofwet No. 32 van 1944, van die eiendom en word voetstoots verkoop onderworpe aan die voorwaarde van die bestaande titelbewys.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys is betaalbaar onmiddellik na die eiendom as verkoop verklaar is en die res van die koopprys saam met rente daarop teen heersende bankkoers is betaalbaar teen registrasie van oordrag wat onmiddellik na die veiling gegee en geneem sal word.

3. Die volledige veilingvoorwaardes sal tydens die veiling voorgelees word en lê voor die veiling ter insae in die kantoor van die Balju, Vredenburg, en in die kantoor van die ondergetekende.

Geldenhuis & Van Zyl, Vonniskskuldeiser se Prokureur, Hoofstraat 19, Vredenburg.

Case 20565/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **ABSA Bank Ltd**, trading as United Bank, Plaintiff, and **Robin Hendry Thomson**, First Defendant, and **Marianna Thomson**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville and writ of execution dated 15 September 1992, the following property will be sold in execution, at the site of the property, 19 Friesland Street, Buckingham Village, Durbanville, 7550, on Thursday, 22 July 1993 at 10:30, to the highest bidder:

*Certain:* Erf 6929, Durbanville, in the Municipality of Durbanville, Cape Division, in extent 783 (seven hundred and eighty-three) square metres, held by Deed of Transfer T80885/91, also known as 19 Friesland Street, Buckingham Village, Durbanville, 7550.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed:

A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and garage.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 18% (eighteen per cent) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this 8th day of June 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W14:151.)

Saak 6140/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Johanna Jantjies**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth en 'n eksekusiëlsbrief gedateer 27 April 1993, sal die ondergemelde eiendom verkoop word op 23 Julie 1993 om 14:15 by die Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Landdroshof, Port Elizabeth-Wes:

Erf 9459, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 392 vierkante meter, ook bekend as Mint Close 14, Bethelsdorp 34, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 8ste dag van Junie 1993.

Rohan Greyvenstein, vir Greyvensteins Ing., St George-huis, Parkrylaan 104, Port Elizabeth. (Verw. R. Greyvenstein/sh/Z8964.)

Saak 15606/90

## IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In the saak tussen **Standard Kredietskorporasie Bpk.**, Eiser, en **P. Metshe**, ook bekend as Noxolo Penelope Mqoboli (Identiteitsnommer 6211220866088), Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth en 'n eksekusiëlsbrief gedateer 17 November 1992, sal die ondergemelde eiendom verkoop word op 23 Julie 1993 om 14:15 by die voorste ingang van die Nuwe Landdroshof, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Landdroshof, Port Elizabeth-Noord:

Erf 1326, Motherwell NU 5 Phase 1, ook bekend as Imtosastraat 71, Swartkops Valley, Motherwell, Port Elizabeth.

Dateer te Port Elizabeth op hierdie 10de dag van Junie 1993.

Greyvensteins Ing., St George-huis, Parkrylaan 104, Port Elizabeth. (Verw. HLR/we.)

Saak 2791/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Nedperm Bank Bpk.**, Eiser, en **mej. R. Visagie**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 18 Augustus 1992, in bogemelde aangeleentheid sal die eiendom bekend as Erf 11313, Cavadahof 11, Lindida, Idasvallei, per publieke veiling aan die hoogste bieder verkoop word by Erf 11313, op 21 Julie 1993 om 09:30, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode, Stellenbosch, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een tiende ( $\frac{1}{10}$ ) van die koopprys sal betaal word in kontant of by wyse van 'n bankgewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

*Eiendom:* Erf 11313, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 126 (eenhonderd ses-en-twintig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T27998/91 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers, badkamer, kombuis en sitkamer.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 14de dag van Junie 1993.

G. J. Erasmus, vir Cluver Markotter, S A Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/mb.)

Saak 204/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK CLANWILLIAM GEHOU TE CLANWILLIAM

In die saak tussen **Nedcor Bank Bpk.** (Reg. No. 51/00009/06), Vonnisskuldeiser, en **David Clifford Munnik**, Eerste Vonnisskuldenaar, en **Doreen Munnik**, Tweede Vonnisskuldenaar

Neem hiermee kennis dat ter uitvoering van 'n vonnis gegee deur die Klerk van die Hof, Clanwilliam, die volgende onroerende eiendom per openbare veiling verkoop sal word op Donderdag, 22 Julie 1993 om 10:00, by die eiendom te Erf 1161, Jakarandastraat, Clanwilliam, naamlik:

'n Konvensioneelgeboude woonhuis met 'n asbesdak, bestaande uit drie slaapkamers, volledige badkamer, kombuis, sitkamer en eetkamer, bekend as Erf 1161, Clanwilliam, in die munisipaliteit Clanwilliam, afdeling Clanwilliam, groot 220 (twee twee nul) vierkante meter, gehou kragtens Transportakte T60577/87, en onderhewig aan die voorwaardes daarin vervat.

*Verkorte verkoopvoorwaardes:* 'n Deposito van 10% (tien persent) van die koopprys behaal, is betaalbaar by ondertekening van die verkoopvoorwaardes tesame met die afslaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, en BTW (indien van toepassing), terwyl vir die saldo van die koopprys 'n goedgekeurde waarborg gelewer moet word binne veertien dae na datum van die veiling.

Vir verdere besonderhede skakel Chris Engelbrecht by Telefoon (0271) 3-3024.

Gedateer te Vredendal op hierdie 18de dag van Junie 1993.

Downing & Engelbrecht Afslaers, Waterkantstraat 17, Posbus 419, Vredendal, 8160.

Saak 994/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Nedperm Bank Bpk.**, Eiser, en **S. M. Maker**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 27 April 1993, in bogemelde aangeleentheid sal die eiendom bekend as Erf 9691, Baileystraat 8, Tennantville, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Erf 9691, op 21 Julie 1993 om 10:30, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode, Stellenbosch, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een tiende ( $\frac{1}{10}$ ) van die koopprys sal betaal word in kontant of by wyse van 'n bankgewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste; en



(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

*Eiendom:* Erf 9691, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 298 (tweehonderd agt-en-negentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T75179/1988 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Drie slaapkamers, badkamer, kombuis en sitkamer.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 14de dag van Junie 1993.

G. J. Erasmus, vir Cluver Markotter, S A Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/mb.)

#### Case 3483/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD AT UITENHAGE

In the matter between **Nedperm Bank Ltd** (formerly South African Permanent Building Society) (now Nedcor Bank Ltd), Execution Creditor, and **D. D. Kondile**, First Execution Debtor, and **N. D. Kondile**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 10 May 1993, and in pursuance of an attachment in execution dated 17 May 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 15 July 1993 at 11:00, of the following immovable property situated at 26 Njomba Street, kwaNobuhle, zoned Residential, being:

All the right, title and interest in the leasehold over Erf 3429, kwaNobuhle Extension 4, Administrative District of Uitenhage, in extent 286 square metres, held by Diliza Daniel Kondile and Ntembizodwa Dinah Kondile, under Certificate of Registered Grant of Leasehold 3429/1, dated 12 November 1986, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached dwelling under asbestos with two bedrooms, lounge and kitchen.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

*Terms:* 10% (ten per centum) of the purchase price and 4% (four per centum) Sheriff's (Auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the court within twenty-one (21) days from date of sale.

Dated at Uitenhage this 11th day of June 1993.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S.A. Perment Centre, Caledon Street, Uitenhage.

#### Case 49107/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **First National Bank**, Judgment Creditor, and **Mohammed Jonain Kahaar**, Judgment Debtor

In pursuance of the judgment of the Magistrate's Court of Wynberg, and writ of execution dated 5 October 1992, the property listed hereunder:

Remainder of Erf 1232, Ottery, in the Municipality of Cape Town, Cape Division, in extent 1 254 (one thousand two hundred and fifty-four) square metres, and commonly known as Myrtle Grove, Strandfontein Road, Ottery/Wetton, will be sold in execution on 26 July 1993 at 12:00, at the above address to the highest bidder:

The following improvements are reported to be on the property, but nothing is guaranteed: A single-storey dwelling with brick walls under an asbestos roof consisting of three bedrooms, two toilets, two bathrooms, kitchen, lounge and garage.

#### *Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg this 8th day of June 1993.

Pincus Matz—Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 3514/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **E P Building Society**, Plaintiff, and **ASA Timber Properties**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 28 May 1993, and subsequent warrant of execution, the following property will be sold in execution on 22 July 1993 at 14:00, on site, namely:

Erf 405, Philippi, also known as Barry Road, Monwood Industrial, consisting of brick dwelling consisting of three offices, bathroom, corrugated iron workshop, prefab cloakroom and three prefab stores, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Wynberg, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price on date of sale payable;
2. balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale;
3. possession subject to any lease agreement;
4. reserve price to be read out at sale. The sale will be subject to any further conditions as may be read out at the time of the sale, which condition(s) will lay for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont.

Smit Nel, 25 Draper Square, Draper Street, P.O. Box 23476, Claremont, 7700. (Tel. 61-5177.) (Ref. JAM/bda/E30067.)

Case 2928/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF Uitenhage HELD AT Uitenhage

In the matter between **Nedperm Bank Ltd** (formerly South African Permanent Building Society, now Nedcor Bank Ltd), Execution Creditor, and **T. S. Tyatya**, First Execution Debtor, and **N. J. Tyatya**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 11 May 1993, and in pursuance of an attachment in execution dated 17 May 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 15 July 1993 at 11:00, of the following immovable property situated at: 15 Ponana Tini Street, kwaNobuhle.

**Zoned:** Residential, being: All the right, title and interest in the leasehold over Erf 3496, kwaNobuhle Extension 4, Administrative District of Uitenhage, in extent 275 square metres, held by Themba Simon Tyatya and Nomthandazo Jemaine Tyatya, under Deed of Transfer TL1147 dated 25 April 1990, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached dwelling under iron with two bedrooms, kitchen, lounge and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

**Terms:** 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of sale.

Dated at Uitenhage this 14th day of June 1993.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S.A. Permanent Centre, Caledon Street, Uitenhage.

Case 8233/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF Uitenhage HELD AT Uitenhage

In the matter between **Nedperm Bank Ltd** (formerly South African Permanent Building Society, now Nedcor Bank Ltd), Execution Creditor, and **T. D. Bacon**, First Execution Debtor, and **P. Bacon**, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 18 January 1993, and in pursuance of an attachment in execution dated 18 January 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 15 July 1993 at 11:00, of the following immovable property situated at 24 Korhan Street, Despatch.

**Zoned:** Residential, being: Erf 6325, Despatch, in the Municipality of Despatch, Division of Uitenhage, in extent 286 square metres, held by Trevor Dowal Bacon and Patience Bacon, under Deed of Transfer 22005 dated 13 April 1992, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Detached conventional type dwelling under concrete tiles with three bedrooms, lounge, dining-room, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

**Terms:** 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of sale.

Dated at Uitenhage this 14th day of June 1993.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S.A. Permanent Centre, Caledon Street, Uitenhage.

Case 65288/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **ABSA Bank Ltd**, trading as United Bank, Plaintiff, and **Jeremy Johnathan Quickfall**, First Defendant, and **Devenia Benedict Quickfall**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg and writ of execution dated 14 December 1992, the following property will be sold in execution at the site of the property, 38 Brookford Road, Grassy Park, 7945, on Monday, 19 July 1993 at 12:00, to the highest bidder:

*Certain:* Erf 2234, Grassy Park at Lotus River, in the Local Area of Grassy Park, Cape Division, in extent 625 (six hundred and twenty-five) square metres, held by Deed of Transfer T18240/89, also known as 38 Brookford Road, Grassy Park, 7945.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, two bathrooms and single garage.
3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this 19th day of May 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W16282.)

Saak 10941/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **C. R. Muller** en **S. Muller**, Verweerders

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 14 Januarie 1992, in bogemelde aangeleentheid sal die eiendom bekend as Erf 2045, Acaciastraat 12, Forest Village, Blue Downs, per publieke veiling aan die hoogste bieder verkoop word by die Landdroskantoor, Kuilsrivier, op 2 Augustus 1993, om onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Kuilsrivier en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig.

(b) Een tiende (1/10) van die koopprys sal betaal word in kontant of by wyse van 'n bankgewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport.

(c) Die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

*Eiendom:* Erf 2045, Blue Downs, in die plaaslike gebied van benede Kuilsrivier 1, afdeling Stellenbosch, groot 311 (driehonderd en elf) vierkante meter, gehou deur die Verweerder kragtens Transportakte T13702/88 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Drie slaapkamers, sitkamer, kombuis en badkamer.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 14de dag van Mei 1993.

G. J. Erasmus, vir Cluver Markotter, S.A. Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/rvw/24465.)

Case 10098/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Nedcor Bank Ltd** (Registration No: 51/0009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society having been transferred), Judgment Creditor, and **Lindsay Cannon Stewart**, Judgment Debtor

In pursuance of the judgment of the Magistrate's Court of Wynberg and writ of execution dated 29 April 1993, the property listed hereunder:

Erf 6493, Constantia, in the Municipality of Cape Town, Cape Division, in extent 725 (seven hundred and twenty-five) square metres, and commonly known as 19 Jupiter Road, Kirstenhof, will be sold in execution on 26 July 1993 at 14:00, at the above address to the highest bidder.



The following improvements are reported to be on the property, but nothing is guaranteed:

A single-storey dwelling built of brick and under a tiled roof consisting of three bedrooms, two bathrooms, lounge, dining-room, kitchen and double garage.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within 14 (fourteen) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of Ford & Van Niekerk, Plumstead.

Dated at Wynberg this 9th day of June 1993.

Pincus Matz - Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

**Case 4100/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **In the matter between Nedcor Bank Ltd** (Reg. No. 51/00009/06) (All the assets and liabilities of the South African Permanent Building Society having been transferred to Nedperm Bank Limited with effect from 1 April 1989 in terms of Section 5 (9) of the Mutual Building Societies Act, No. 24 of 1965, and with effect from 1 April 1992, Nedperm Bank Limited has changed its name to Nedcor Bank Limited in terms of section 44 (1) (b) of the Companies Act (Act No. 61 of 1973), Judgment Creditor, and **Phumle Alfred Bukani** married in coporation to Nothandekile Esther Bukani, Judgment Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, on 16 July 1993 at 14:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situated at the said address, namely:

All right, title and interest in the leasehold in respect of Erf 1302, Khayelitsha, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 180 square metres, situated at E615, Khayelitsha (hereinafter referred to as the Property).

The property comprises single dwelling built with bricks under an asbestos roof consisting of approximate bedroom, kitchen, bathroom and w.c.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bankmarked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

**Case 8274/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (All the assets and liabilities of the South African Permanent Building Society having been transferred to Nedperm Bank Limited with effect from 1 April 1989 in terms of Section 5 (9) of the Mutual Building Societies Act, No. 24 of 1965, and with effect from 1 April 1992, Nedperm Bank Limited has changed its name to Nedcor Bank Limited in terms of section 44 (1) (b) of the Companies Act (Act No. 61 of 1973), Judgment Creditor, and **Patrick Sindisile Gqamana** married in coporation to Nozuko Muriel Gqamana, Judgment Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, on 16 July 1993 at 14:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situated at the said address, namely:

All right, title and interest in the leasehold in Residential Purposes in respect of Erf 5446, Khayelitsha, situated in the Town Council of Lingeletu West, in the Administrative District of the Cape, in extent 195 square metres, situated at Z19, Khayelitsha (hereinafter referred to as the Property).

The property comprises single dwelling built with bricks under an asbestos roof consisting of approximate two bedrooms, dining-room, kitchen, bathroom and w.c.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 49691/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (All the assets and liabilities of the South African Permanent Building Society having been transferred to Nedperm Bank Limited with effect from 1 April 1989 in terms of Section 5 (9) of the Mutual Building Societies Act, No. 24 of 1965, and with effect from 1 April 1992, Nedperm Bank Limited has changed its name to Nedcor Bank Limited in terms of section 44 (1) (b) of the Companies Act (Act No. 61 of 1973), Judgment Creditor, and **Mncedisi Bethweli Mehlomakulu** married in coporation to Cornelia Tembisa Mehlomakulu, Judgment Debtor

In execution of the judgment of the Magistrate's Court of Wynberg in the above matter, on 16 July 1993 at 14:00, at Magistrate's Court, Wynberg, a sale of the following immovable property, situated at the said address:

All right, title and interest in the leasehold in Residential Purposes in respect of Erf 1282, Khayelitsha, situated in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 162 square metres, situated at E635 Tunle Street, Khayelitsha (hereinafter referred to as the Property).

The property comprises single dwelling built with bricks under an asbestos tiled roof consisting of approximate bedroom, kitchen, bathroom and w.c.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Saak 1498/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Boland Bank**, Eiser, en **r. C. Carelse**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Hermanus, en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 23 Julie 1993 om 10:00, op die perseel:

Erf 943, Wesfleur, Atlantis, geleë te Centaurstraat 11, Avondale Atlantis, groot 630 (seshonderd en dertig) vierkante meter, gehou kragtens Transportakte T40174/87.

Die verbetering op die eiendom bestaan uit die volgende: Enkel losstaande woonhuis met sitkamer, kombuis, drie slaapkamers, badkamer en toilet, Shino board plafon en draadomheining.

*Verkoopvoorwaardes:*

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, Wet. No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. Tien persent (10%) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Baljukantoor, Malmesbury.

Guthrie & Theron, Prokureur vir Eiser, Hoofweg 77, Hermanus, 7200.

Saak 5868/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Muller Terblanche & Beyers**, Eiser, en **P. Peres**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 21 September 1992, sal die hieronder vermelde eiendom verkoop word op 21 Julie 1993 om 10:00, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 3988, Ceres, afdeling Ceres, groot 358 (driehonderd agt-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T20388/1990, bekend as Eilandstraat 4, Ceres, 6835.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik: Losstaande enkelverdiepingwoonhuis, twee slaapkamers, kombuis, sitkamer, buite toilet, asbesdak en steenmure.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Ceres, en by die ondergetekendes. Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 27ste dag van Mei 1993.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. HP0084.)

Case 7765/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Stuart Grant Toerien**, Defendant

In the above matter a sale will be held on Tuesday, 20 July 1993 at 10:45, at the site of 5 Karee Close, Platteklouf, Parow, being:

Erf 21427, Parow, in the Municipality of Parow, Cape Division, measuring 1 105 (one thousand one hundred and five) square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen per centum (16%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Vacant land.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Saak 1546/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **First National Bank of S.A. Ltd**, handeldrywende as Wesbank, Eiser, en **P. E. D. Claasen**, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury, en lasbrief tot uitwinning gedateer 1 September 1992, sal die volgende eiendom in eksekusie verkoop word, by die Landdroskantoor, Piet Retiefstraat, Malmesbury, op 22 Julie 1993 om 10:00, aan die verkoopvoorwaardes, hierna vermeld:

Erf 3754, Wesfleur, in die residensiële plaaslike gebied Atlantis, afdeling Kaap, groot 803 (agthonderd-en-drie) vierkante meter, gehou kragtens Akte van Transport 5127/1987, ook bekend as Tortelduifstraat 17, Robinvale, Atlantis, onderworpe aan die voorwaardes daarin vermeld.

*Verkoopvoorwaardes:*

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Magistraatshoue, die reëls daarvolgens uitgevaardig en van die toepaslike titellaktes en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. *Betaling:* (10%) tien persent, van die koopprijs met kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 28,28% (agt-en-twintig komma agt-en-twintig persent) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en in geval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

3. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Malmesbury op hierdie 1ste dag van Junie 1993.

H. A. Groenewaldt, vir Groenewaldt Schoeman & Terblanche, Sanlamsentrum, Hillstraat, Malmesbury. (Verw. mnr. Groenewaldt/sw/F4237.)



Saak 11697/89

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA  
(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Boland Bank Bpk.**, Eiser, en **E. L. Bonthuys**, Verweerder.

Ter uitvoering van 'n vonnis van die bogemelde Hof gedateer 12 Februarie 1992, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 14 Julie 1993 om 12:00, op die perseel te Horakstraat 175, Kraaifontein, aan die hoogste bieder onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 877, Kraaifontein in die munisipaliteit Kraaifontein en afdeling Stellenbosch, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T741331/91, ook bekend as Horakstraat 175, Kraaifontein.

**Betaalvoorwaardes:** Tien per centum (10%) van die koopprys en afslaaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, te Northumberlandstraat 29, Bellville. Tel. 948-8326.

Gedateer te Bellville hede die 7de dag van Junie 1993.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Case 59982/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Gemicar CC**, Plaintiff, and **Yusuf Jano**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 21 January 1992 and subsequent warrant of execution, the following property will be sold in execution on 23 July 1993 at 10:00, on site, namely:

½ share of Erf 69824, Cape Town, at Plumstead, situated at 8 Thornwick Road, Plumstead, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Wynberg, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price on date of sale payable.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale. The sale will be subject to any further conditions as may be read out at the time of the sale, which condition(s) will lay for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont this day of 14 April 1993.

Smith Nel, 25 Draper Square, Draper Street, Claremont, 615177; P.O. Box 23476, Claremont, 7700. (Ref. JAM/M30112.)

Case 13900/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Allister Victor Wyngaard**, First Defendant, and **Elizabeth Wyngaard**, Second Defendant

In the above matter a sale will be held on Wednesday, 21 July 1993 at 12:00, at the site of 9 Jakaranda Street, Forest Village, Blue Downs, being:

Erf 4819, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 317 square metres.

**Conditions of sale:**

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen per centum (18%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
3. The following improvements are on the property (although nothing in this respect is guaranteed): A tiled roof dwelling comprising three bedrooms, bathroom, toilet, kitchen and lounge.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/as.)

Saak 37718/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Bankorptrust Bpk.**, Eksekusieskuldeiser, en **Mohamed Arashaad Ismail**, Eksekusieskuldenaar

Ten uitvoering van die vonnis van die Landdroshof, Wynberg, gedateer 9 September 1992, sal die onroerende goed hieronder beskryf op Maandag, 19 Julie 1993 om 14:00, op die perseel te Azura, hoek van Ruimte- en Plutoweg, Surreylandgoed, Athlone, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Woonhuis met baksteenmure en geteelde dak, bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer, enkel garage en 'n granny flat.

Ook bekend as Azura, hoek van Ruimte- en Plutoweg, Surreylandgoed, Athlone.

Erf 41375, Kaapstad te Athlone, geleë in die munisipaliteit Kaapstad, groot 483 vierkante meter, gehou kragtens Transportakte T37653/91.

*Verkoopvoorwaardes:*

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die Transportakte waaronder die eiendom gehou word.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys tesame met rente daarop teen 21% per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Wynberg.

*Afslaer:* Balju van die Landdroshof, Wynberg.

Gedateer te Goodwood hierdie 4de dag van Junie 1993.

P. F. Vos, vir Visagie Vos & Vennote, Vonnisskuldeiser se Prokureurs, Libertassentrum 107, Goodwood. (Tel. 591-9221.) (Verw. PFV/rdw/S.282.)

Saak 347/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Joseph Angus Philander**, Eerste Verweerder, en **Amanda Merie Philander**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 10 Maart 1993, sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme & Veilings, aan die hoogste bieder op Woensdag, 21 Julie 1993 om 10:00, te ondervermelde persele:

Erf 14075, George, geleë in die munisipaliteit en afdeling George, groot 597 (vyfhonderd sewe-en-negentig) vierkante meter, gehou kragtens Transportakte 56600/91, ook bekend as Orgideërylaan 20, Lavalia, George.

Die volgende verbeteringe is op die eiendom aangebring alhoewel niks in hierdie opsig gewaarborg word nie: Geen.

*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 16,75% (sestien komma sewe vyf persent) per jaar sal binne 30 (dertig) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantore van Van Rensburgs Eiendomme & Veilings, Millers Ing., Beacons huis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 15de dag van Junie 1993.

Millers Ing., Eiser se Prokureurs, Meadestraat 123, George.

Saak 355/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Allied Bank Bpk.**, Eiser, en **M. Holland-Muter**, Eerste Verweerder, en **M. E. E. Holland-Muter**, Tweede Verweerder

Kragtens 'n bevel in die Landdroshof, Humansdorp, en 'n lasbrief tot eksekusie gedateer 26 April 1993, sal die onderge-lyste eiendom op 16 Julie 1993 om 10:30, by die kantore van die Balju vir die Landdroshof te Hoofstraat 3, Humansdorp, in eksekusie verkoop word:

Erf 303, Jeffreysbaai, geleë in die Munisipaliteit van Jeffreysbaai, afdeling Humansdorp, groot 450 (vierhonderd en vyftig) vierkante meter.

'n Leë erf.

1. Die eiendom sal verkoop word aan die hoogste bieder, sonder voorbehoud, en die verkoping sal onderhewig wees aan die bepalinge van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig en reëls.

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bank leningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingwaarborg binne dertig (30) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in die verband hiermee gegee word nie: Geen.

4. Die volledige voorwaardes van verkoping kan geïnspekteer word by die kantore van die Balju, Landdroshof, Mainstraat 3, Humansdorp.

Gedateer die 14de dag van Junie 1993.

C. W. Malan & Co., Prokureur vir Eiser, Mainstraat 52, Humansdorp, Posbus 273, Jeffreysbaai, 6330.

**Saak 6145/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH**

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Canrico Calvinio Botha**, Eerste Verweerder, en **Sophie Botha**, Tweede Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth en 'n eksekusielasbrief gedateer 26 April 1993, sal die ondergemelde eiendom verkoop word op 30 Julie 1993 om 14:15, by die Nuwe Geregtshof, Noordeinde, Port Elizabeth, sonder reserve aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Suid:

(a) Deelnommer 7 soos aangetoon en vollediger beskryf op Deelplan SS23/87, in die gebou of geboue bekend as Henlyn, geleë te Noordeinde in die Munisipaliteit Port Elizabeth, van welke deel die vloeroppervlakte, volgens die voormelde deelplan 65 (vyf-en-sestig) vierkante meter groot is;

(b) tesame met 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gespesifiseer in 'n bylae op die genoemde deelplan, en gehou kragtens Sertifikaat van Geregisteerde Deeltitelnommer ST11689/92.

Ook bekend as Henlynhof 5, Uitenhageweg, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 15de dag van Junie 1993.

Rohan Greyvenstein, vir Greyvensteins Ing., St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. R. Greyvenstein/shZ8926.)

**Case 16369/92**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Cape of Good Hope Provincial Division)

In the matter between **South African Mutual Mortgage Investment Corporation (Pty) Ltd**, Plaintiff, and **Patricia Xoliswa Williams**, Defendant

Pursuant to the judgment of the above Court granted 11 February 1992 and writ of execution issued thereafter, the undermentioned property will be sold in execution on Tuesday, 20 July 1993 at 09:00, on the steps of Goodwood Magistrate's Court, Voortrekker Road, Goodwood, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 1603, Langa, in the Area of the Jurisdiction of the Ikapa Town Council, Administrative District of the Cape, measuring 200 (two hundred) square metres, held by virtue of Deed of Transfer TL19986/90, known as 63 Zone 21, Langa, Cape.

The following improvements are situated on the property, although in this respect nothing is guaranteed:

A single-storey dwelling under asbestos sheet pitched roof, two bedrooms, bathroom, kitchen and lounge.

**Conditions of sale:** 10% (ten per cent) and Sheriff's charges in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest, shall be paid against transfer and secured by bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff, District of Goodwood, 29 Northumberland Street, Bellville.

Signed at Cape Town this 16th day of June 1993.

Walker Malherbe Godley & Field, Plaintiff's Attorneys, 15th Floor, Pleinpark, Plein Street, Cape Town. (Ref. DJL/ND.)



Case 1224/93  
PH 255IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Johannes Aucamp**, First Defendant, and **Linda Aucamp**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 15 York Street, Gordon's Bay, on Friday, 6 August 1993 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 107 Boland Bank Building, Main Road, Strand.

Erf 920, Gordon's Bay, in the Municipality of Gordon's Bay, Division of Stellenbosch, in extent 595 (five hundred and ninety-five) square metres, and situated at 15 York Street, Gordon's Bay.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

A 109 (one hundred and nine) square metres main dwelling consisting of an entrance hall, lounge, kitchen, three bedrooms, bathroom with water closet, water closet and a 48 (forty-eight) square metres outbuilding consisting of a garage, servants' quarters and water closet with shower.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows:

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Cape Town this 18th day of June 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S979/2619.)

Case 3265/92  
PH 255IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Timothy Carlton Brooksmith**, First Defendant, and **Gillian Mary Brooksmith**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 5 Clyde Street, Hout Bay, on Friday, 30 July 1993 at 12:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg.

Erf 5088, Hout Bay, in the Local Area of Hout Bay, Administrative District of the Cape, in extent 495 (four hundred and ninety-five) square metres, and situated at 5 Clyde Street, Hout Bay.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

A 141 (one hundred and forty-one) square metres main dwelling consisting of an entrance hall, lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms and a 106 (one hundred and six) square metres outbuilding consisting of two garages.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows:

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Cape Town this 18th day of June 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S667/1814.)

Case 5604/91  
PH 255IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Pittius Coetzee**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 73 Trichardt Street, Welgemoed, Bellville, on Wednesday, 28 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Seventh Floor, 1 Boston Street, Bellville.

Remainder Erf 64, Bellville, in the Municipality of Bellville, Cape Division, in extent 1 319 (one thousand three hundred and nineteen) square metres, and situated at 73 Trichardt Street, Welgemoed, Bellville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed:

A 260 (two hundred and sixty) square metres main dwelling consisting of an entrance hall, lounge, dining-room, family room, study, kitchen, laundry, three bedrooms, bathroom/toilet and a 56 (fifty-six) square metres outbuilding consisting of a garage, servants' quarters and toilet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows:

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Cape Town this 18th day of June 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S366/1187.)

Case 16136/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)In the matter between **Bank of Lisbon International Ltd**, Plaintiff, and **Desmond Robert Crowie**, Defendant

In execution of the judgment of the Supreme Court (Cape of Good Hope Provincial Division), in the above matter, a sale will be held on Wednesday, 21 July 1993 at 11:00, in front of the premises of the following immovable property:

(a) Erf 10404, Strand, in the Municipality of Strand, in extent 495 square metres, situated at 242 Gordon's Bay Road, Strand, on which a partially completed dwelling is situate.

1. The seller is subject to the rules of the Supreme Court, the property being sold voetstoots and as it stands, subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the rules of the Supreme Court.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared sold. The purchaser may however at his option, pay a deposit of 10% (ten per centum) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff for the Supreme Court Strand, 107 Boland Bank Building, Main Road, Strand.

F. A. Stander, Plaintiff's Attorneys, 17th Floor, 2 Long Street, Cape Town, 8001. (Ref. BH/LB/20711.)

Case 3031/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STRAND HELD AT STRAND

In the matter between **NBS Bank Ltd**, Plaintiff, and **Jonathan Patrick Booyesen**, Defendant

In pursuance of a judgment of the Magistrate's Court, Strand, dated 12 November 1992, and a warrant of execution, the property listed hereunder will be sold in execution on 28 July 1993 at 78 11th Street, Strand, at 10:00:

Erf 12383, The Strand, in the Municipality of the Strand, Division of Stellenbosch, measuring 365 (three hundred and sixty-five) square metres, held by Deed of Transfer T12038/89.

1. The property shall be sold to the highest bidder and the sale will be subject to the provisions of the Magistrates' Courts Act as amended, and the rules made thereunder.

2. The purchase price will be payable as follows:

(a) 10% (ten per cent) in cash upon signature of the deed of sale;

(b) The balance upon registration of transfer and for this purpose the purchaser shall furnish the Court Sheriff with a bank or building society guarantee within 14 (fourteen) days of the date of sale.

3. The improvements to the property are as follows: Dwelling-house.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, Strand.

J. C. Louw, Du Plessis & Partners, Security House, Main Road, Strand. [Tel. (024) 853-6901.]

#### Case 191/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HOPEFIELD HELD AT HOPEFIELD

In the matter between **Nedcor Bank Ltd**, formerly Nedperm Bank Ltd, Judgment Creditor, and **John Henry Carroll**, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Hopefield, in the above matter, a sale will be held on Saturday, 10 July 1993 at 11:00, at the property of the following immovable property:

Remainder of Erf 17, Hopefield, in the Municipality of Hopefield, Division of Malmesbury, measuring 1,9253 hectares, held by the Judgment Debtor under Deed of Transfer T6765/91, also known as 36 Tuin Street, Hopefield and comprising two kitchens, three bathrooms, two lounges, six bedrooms, two garages, servants' quarters, store-rooms and swimming-pool.

#### Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out by the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Malmesbury.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. P. J. Prynnc/NC.)

#### Saak 3002/92

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **M. J. de Klerk**, Eerste Verweerder, en **V. M. de Klerk**, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op 29 Julie 1993 om 12:45, op die perseel, Erf 9051, Brackenfell, in die plaaslike gebied van Scottsdene, afdeling Stellenbosch, groot 294 vierkante meter, gehou kragtens Transportakte T14583/89, ook bekend as Howardrylaan 22, Northpine.

#### Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshof No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende ( $\frac{1}{10}$ ) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 20,25% per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

*Hoofgebou:* Teëldak, bestaande uit drie slaapkamers, badkamer, toilet, kombuis en sitkamer.

*Buitegebou:* Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville/Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 15de dag van Junie 1993.

A. J. Marais, vir Marais Müller, Prokureur vir Vonniskskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

#### Saak 1383/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Oostelike Provinsie Bouvereniging**, Eiser, en **Michael Charles van Breda**, Eerste Verweerder, en **Marlien van Breda**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, Mosselbaai, en 'n lasbrief vir eksekusie gedateer 1 Junie 1993, sal die volgende eiendom verkoop word deur Mosselbaai Afslaaers en Assuransie-agente, aan die hoogste bieder op Vrydag, 23 Julie 1993 om 10:00, te ondervermelde perseel:

Erf 2140, Hartenbos, in die Munisipaliteit van Hartenbos, afdeling Mosselbaai, groot 1 411 (eenduisend vierhonderd en elf) vierkante meter, gehou kragtens Transportakte T8448/93 (ook bekend as Kerriehoutstraat 28, Hartenbos).



Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: 'n Woonhuis met sit-eetkamer, familiekamer, kombuis, drie slaapkamers (hoofslaapkamer met badkamer), aparte badkamer.

**Voorwaardes:**

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelakte in so ver dit van toepassing mag wees.

2. **Terme:** Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 17,15% per jaar sal binne 30 dae vanaf die datum van verkoping aan die Balju of die oordragprokureurs betaal word of gedek word deur 'n goedgekeurde bank- of bouverenigingswaarborg binne die gemelde tydperk.

3. **Voorwaardes:** Die voorwaardes van verkoping lê vir insae by die kantoor van Miller Terblanche & Zietsman, Cuffstraat 5, Mosselbaai, en die Balju, Danie de Jagerstraat 24, Mosselbaai.

Gedateer te Mosselbaai op hierdie 14de dag van Junie 1993.

Miller Terblanche & Zietsman, Prokureurs vir Eiser, Cuffstraat 5, Posbus 83, Mosselbaai, 6500.

**Saak 1387/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI**

In die saak tussen **Mossgas Housing Finance (Pty) Ltd**, Eiser, en **Johan Ngema**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, Mosselbaai, en 'n lasbrief vir eksekusie gedateer 1 Junie 1993, sal die volgende eiendom verkoop word deur Van Rensburg Eiendomme & Veilings, aan die hoogste bieder op Woensdag, 21 Julie 1993 om 11:30, te die Landdroshof, Mosselbaai:

Erf 709, kwaNonqaba, in die gebied van die jurisdiksie van die provinsiale administrasie van Kaap die Goeie Hoop, administratiewe distrik, Mosselbaai, groot 420 (vierhonderd-en-twintig) vierkante meter, gehou kragtens Transportakte TL3650/1990 (ook bekend as Bantomstraat 47, kwaNonqaba, Mosselbaai).

Die volgende verbeterings is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie:

'n Woonhuis met drie slaapkamers, badkamer, toilet, sitkamer en kombuis.

**Voorwaardes van verkoping:**

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. **Terme:** Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18,50% (agtien komma vyf nul persent) per jaar sal binne 30 dae vanaf die datum van verkoping aan die Balju of die oordragprokureurs betaal word of gedek word deur 'n goedgekeurde bank- of bouverenigingswaarborg binne die gemelde tydperk.

3. **Voorwaardes:** Die voorwaardes van verkoping lê ter insae by die kantoor van Miller Terblanche & Zietsman, Cuffstraat 5, Mosselbaai, en die Balju, Danie de Jagerstraat 24, Mosselbaai.

Gedateer te Mosselbaai op hierdie 18de dag van Junie 1993.

Miller Terblanche & Zietsman, Prokureurs vir Eiser, Cuffstraat 5, Mosselbaai, 6500.

**Case 3126/93**

**IN THE SUPREME COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Roy Muller**, First Defendant, and **Jeanetta Margaret Muller**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Kuils River Magistrate's Court, on Friday, 6 August 1993 at 09:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 1015, Eerste River, Local Area of Melton Rose, Division of Stellenbosch, in extent 305 square metres, and situated at 3 Darter Street, Devon Park, Eerste River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

A 54 square metre main dwelling, consisting of a living-room, dining-room, kitchen, two bedrooms, bathroom and water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of the sale to be calculated as follows:

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Cape Town on this the 22nd day of June 1993.

William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1114/3112.)

#### Case 10324/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff (Judgment Creditor), and  
**Intravest Property Brokers CC**, Defendant (Judgment Debtor)

In pursuance of a judgment in the Court of the Magistrate for the District of The Cape, dated 13 May 1992, and warrant of execution issued in pursuance thereof, the following property will be sold in execution on 20 July 1993 at 09:30 at the site, being:

A unit consisting of:

(a) Section 1, as shown and more fully described on Sectional Plan SS172/1986, in the scheme known as Graanhuis, in respect of the land and building or buildings situated at Cape Town, in the City of Cape Town, of which section the floor area, according to the said sectional plan, is one hundred and ninety-six (196) square metres in extent.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by the Judgment Debtor by Certificate of Registered Sectional Title ST 172/86 (1) (Unit), dated 31 October 1986, also known as 1 Graanhuis, 90 Constitution Street, Zonnebloem, Cape Town.

#### Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder, and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed:

A double storey flat comprising three bedrooms, shower, separate bathroom, lounge, guest toilet, kitchen and garage.

#### 3. Payment:

3.1 One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid to the Sheriff or his nominee by not later than 16:30 on the day of the sale.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's conveyancers.

3.3 Interest shall be paid on—

3.3.1 The amount of the Plaintiff's claim at the current rate of interest applicable thereto for each month or part thereof from the date of sale to the date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above shall be secured by the purchaser by an approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's conveyancers.

4. *Full conditions of sale:* The full conditions of sale, which will be read out by the Sheriff of the Court or the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff of the Court at Cape Town, or at the offices of the undersigned.

Lansdown, Ellis & Co., Attorneys for Plaintiff, Premier Centre, 451 Main Road, Observatory.

#### Case 3364/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Brian Buyisile Chitwa**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 25 March 1993, the following property will be sold on 16 July 1993 at 12:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 21049, East London, Municipality and Division of East London, in extent 914 (nine hundred and fourteen) square metres, held under T6268/92, known as 43 Blackrock Bend, Dorchester Heights, East London.

The sale aforesaid will take place at the property itself being 43 Blackrock Bend, Dorchester Heights, East London.

#### Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:

A conventional dwelling under concrete tiles comprising three bedrooms two bathrooms, kitchen, dining-room, lounge, family room, two carports, garage, swimming-pool and servants' quarters.

Dated at East London on this 16th day of June 1993.

Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/dj.)

#### Case 496/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VREDENBURG HELD AT VREDENBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **B. Laubscher**, First Defendant, and **M. Laubscher**, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 23 July 1993 at 12:00:

*Property:* Erf 1983, Vredenburg, in the Municipality of Vredenburg/Saldanha, Division of Malmesbury, measuring 929 (nine hundred and twenty-nine) square metres, held by Deed of Transfer T35689/91, more specifically known as 6 Lisboa Street, Vredenburg.

#### *Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated this 16th day of June 1993.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jk.)

#### Case 6229/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Nedcor Bank Ltd**, Judgment Creditor, and **M. C. Nell** and **R. Horsford**, Judgment Debtors

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, 22 July 1993 at 12:30, at the property of the following immovable property:

Erf 9295, Milnerton, Cape, measuring 853 square metres, held by the Judgment Debtors under Deed of Transfer T64571/92, also known as 36 Sparrow Crescent, Table View, Cape, and comprising a single-storey dwelling with four bedrooms, two bathrooms, kitchen, lounge, family room, swimming-pool and a double garage.

#### *Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within 14 (fourteen) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers:

Paramount Auctioneers, Second Floor, Namaqua House, 36 Burg Street, Cape Town. (Tel. 23-6257.) (Ref. S. Penkin.)

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ddt.)

#### Case 5767/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Nedcor Bank Ltd**, Judgment Creditor, and **M. L. Victor**, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 20 July 1993 at 14:00, at the property of the following immovable property:

Erf 19902, Cape Town, Brooklyn, measuring 453 square metres, held by the Judgment Debtor under Deed of Transfer T20332/84, also known as 7 Steenbras Street, Brooklyn, Cape, and comprising a single-storey dwelling with three bedrooms, bathroom, kitchen, lounge and carport.



*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within 14 (fourteen) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers:

Paramount Auctioneers, Second Floor, Namaqua House, 36 Burg Street, Cape Town.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ddt.)

**Case 10721/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN**

In the matter between **Nedcor Bank Ltd**, Judgment Creditor, and **A. L. Manner**, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 20 July 1993 at 15:00, at the property of the following immovable property:

Erf 12762, Milnerton, Cape, measuring 821 square metres, held by the Judgment Debtor under Deed of Transfer T81804/91, being vacant land situated at 46 Milnerton Drive, Milnerton, Cape.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers:

Paramount Auctioneers, Second Floor, Namaqua House, 36 Burg Street, Cape Town. (Ref. S. Penkin - Phone 23-6257.)

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L.A. Whittaker/ddt.)

**Saak 50841/92**

**IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG**

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Hafac Investments CC**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Wynberg, gedateer 9 November 1992, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel, p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 19 Julie 1993 om 09:00:

Erf 1426, Blue Downs, Domicilium adres, Londonweg 12, Malibu Village, Blue Downs, afdeling Stellenbosch, groot 350 vierkante meter, gehou kragtens Transportakte T64356/89.

*Voorwaardes:*

1. Die eiendom sal deur die Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 20% (twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastingen en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureur van Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof 7532. (Verw. mev. Swart/EHN209.)

## Case 3317/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Ltd**, Reg. No. 51/0009/06 (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society having been transferred), Judgment Creditor, and **Norman Philip Berger**, Judgment Debtor

In pursuance of the judgment of the Magistrate's Court of Simon's Town, and writ of execution dated 31 March 1993, the property listed hereunder:

Remainder Erf 86799, Cape Town at Muizenberg, situated in the City of Cape Town, Cape Division, in extent 291 (two hundred and ninety-one) square metres, and commonly known as 15 Palmer Road, Muizenberg, will be sold in execution on 21 July 1993 at 10:00, on the Simon's Town Court-house steps, to the highest bidder.

The following improvements are reported to be on the property, but nothing is guaranteed:

A brick dwelling with corrugated iron roof consisting of three bedrooms, two bathrooms, lounge, dining-room and kitchen, no garage or outbuildings.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Simon's Town.

Dated at Wynberg this 8th day of June 1993.

Pincus Matz - Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

## Case 50680/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **E P Building Society**, Plaintiff, and **Aiasha Hoossen**, First Defendant, and **Abduhragmaan Ryklief**, Second Defendant

In pursuance of a judgment in the Magistrate's Court dated 28 October 1992, the following will be sold in execution, on 12 July 1993 at 12:00, at 146 Eighth Avenue, Grassy Park, Cape:

Erf 3999, Grassy Park, Cape Division, in extent 780 (seven hundred and eighty) square metres, held by Deed of Transfer T59209/91.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed, one single dwelling, brick walls under an asbestos roof consisting of double bedroom, kitchen, lounge, bathroom, toilet, garage and servants' quarters.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of 18% (eighteen per cent) per annum for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town this 7th day of June 1993.

G. P. Griffiths, for Hazell & Rabie, Plaintiff's Attorneys, 54 Keerom Street, Cape Town. (Ref.GPG/pw/W97657.)

Case 62/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA Bank Ltd**, trading as United Bank *versus* **Dawid Eksteen, Malie Rosy Eksteen and Frederick Heindrich Janes**

The following property will be sold in execution by public auction held at Kuils River, Court steps, to the highest bidder, on 23 July 1993 at 09:00.

Erf 2586, Kleinvlei, in the local division of Blue Downs, division of Stellenbosch, in extent 465 (four hundred and sixty-five) square metres, held by Deed of Transfer T38394/91, situated at 10 Lacius Street, Eerste River.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, bathroom, toilet and three bedrooms.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,75% (sixteen comma seventy five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 10th day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 6523/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**ABSA Bank Ltd** trading as United Bank *versus* **Gro Properties CC**

The following property will be sold in execution by public auction held at 7 Kruger Street, Bellville, to the highest bidder, on 23 July 1993 at 11:00:

Erf 7452, Bellville in the Municipality of Bellville, Cape Division, in extent 755 (seven hundred and fifty-five) square metres, held by Deed of Transfer T58065/90, situated at 7 Kruger Street, Bellville.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Reception area, four offices, kitchen, bathroom/toilet, store-room, detached garage and store-room.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 17% (seventeen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape town on this 10th day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 1994/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **G. M. Croker**, Eerste Verweerder, en **A. L. Croker**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Humansdorp, in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendom by die Balju vir die Landdroshof se kantoor, Hoofstraat 3, Humansdorp, gehou word op Vrydag, 23 Julie 1993 om 10:30, naamlik:

Erf 1429, Sea Vista, geleë te Village Shops, St Francisbaai, groot 192 (eenhonderd twee-en-negentig) vierkante meter, gehou kragtens Transportakte T4280/91. Verbeteringe, lê erf.

*Voorwaardes van verkoping:*

1. Die eiendom word voetstoots verkoop vir die hoogste bod onderhewig aan die bepalings van artikel 66 van die Wet op Landdroshowe, 1944.

2. Tien persent (10%) van die koopprys en 4% (vier persent) afslaerskoste is betaalbaar in kontant op die dag van die veiling en die balans van die koopsom met rente teen die heersende koers soos betaalbaar deur kliënte van Nedcor Bank Bpk., per jaar is betaalbaar teen registrasie van transport en 'n aanneembare bank- of bouverenigingwaarborg moet gelewer word binne een-en-twintig (21) dae van verkoping.

3. Die verkoping geskied volgens verdere verkoopvoorwaardes wat uitgelees sal word by die veiling. Die voorwaardes sal ter insae wees by die kantoor van die Balju te Hoofstraat 3, Humansdorp, gedurende kantoorure.

Gedateer te Humansdorp hierdie 17de dag van Junie 1993.

Nel Muller Mentz & Coetzee Ing., Prokureur vir Eiser, Hoofstraat 20, Humansdorp.



Saak 913/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Y. L. Meintjies**, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Humansdorp, in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendomme by die Balju vir die Landdroshof se kantoor, Hoofstraat 3, Humansdorp gehou word op 23 Julie 1993 om 10:30, naamlik:

Erf 926, Sea Vista, in die munisipaliteit van St Francisbaai, Afdeling Humansdorp, groot 1 393 (eenduisend driehonderd drie-en-negentig) vierkante meter. Verbeterings, bewoonbare woonhuis met buitegeboue.

*Voorwaardes van verkoping:*

1. Die eiendom word voetstoots verkoop vir die hoogste bod onderhewig aan die bepalings van artikel 66 van die Wet op Landdroshowe, 1944.

2. Tien persent (10%) van die koopprys plus 4% (vier persent) afslaerskommissie is betaalbaar in kontant op die dag van die veiling en die balans van die koopsom met rente teen die heersende koers soos betaalbaar deur kliënte van Nedcor Bank Bpk., per jaar is betaalbaar teen registrasie van transport en 'n aanneembare bank- of bouverenigingwaarborg moet gelewer word binne een-en-twintig (21) dae van verkoping.

3. Die verkoping geskied volgens verdere verkoopvoorwaardes wat uitgelees sal word by die veiling. Die voorwaardes sal ter insae wees by die kantoor van die Balju te Humansdorp, gedurende kantoorure.

Gedateer te Humansdorp hierdie 23ste dag van Junie 1993.

Nel Muller Mentz & Coetzee Ing., Prokureur vir Eiser, Hoofstraat 20, Humansdorp.

Case 9932/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank Ltd**, Plaintiff (Execution Creditor), and **William Johannes de Villiers**, First Defendant (First Execution Debtor), and **Florrie Maria de Villiers**, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Kuils River and a writ of execution dated 14 May 1993, a sale in execution will take place on Wednesday, 21 July 1993 at 09:00, at Magistrate's Court, Van Riebeeck Road, Kuils River, of:

*Certain:* Erf 380, Blue Downs, situated in the Local Area of Lower Kuils River No. 1, Administrative District of Stellenbosch, measuring 348 (three hundred and forty-eight) square metres, held by the Execution Debtor under Deed of Transfer T29855/88.

The property is a single storey dwelling of brick walls under tiled roof comprising approximately three bedrooms, lounge, kitchen, bathroom and toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. 10% (ten per cent) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within 30 (thirty) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Kuils River who shall be the auctioneer.

Dated at Cape Town this 15th day of June 1993.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/SW.)

Case 62095/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **Nedbank**, a division of Nedcor Bank Ltd, Plaintiff, and **Thomas Knoesen**, Defendant

In execution of the Judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Wednesday, 7 July 1993 at 10:00, on site of the immovable property referred to below:

Erf 15854, Fish Hoek, in the Municipality of Fish Hoek, Cape Division, in extent 343 square metres, held by Deed of Transfer T48894/1991, also known as 25 Pinoak Crescent, Peers Hill, Fish Hoek.

The said information is furnished in good faith but is not guaranteed.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest at the ruling interest rate to be paid against registration of transfer, and received within 14 (fourteen) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

D. B. Mandy, for Herold Gie & Broadhead Inc. Attorney for Judgment Creditor, 15 Tokai Road, Tokai, 7945. (Tel. 794-1752.)

Saak 3146/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **United Bank Bpk.** ('n divisie van ABSA Bank Bpk.) (Registrasie No. 86/04794/06), Eiser, en **S. K. Lephoi**, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 26 Mei 1993 en 'n lasbrief tot beslaglegging van onroerende goed gedateer 26 Mei 1993 sal ondergemelde eiendom deur die Balju, Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder 'n reserweprys deur die Eksekusieskuldeiser vasgestel voor die Landdroskantoor, Kimberley, op Donderdag, 15 Julie 1993 om 10:00:

Die eiendom wat verkoop word is die volgende:

**Sekere:** Erf 24141, geleë in die stad en distrik Kimberley, beter bekend as 19de Straat 6, Homelite, Kimberley, groot 260 (twee ses nul) vierkante meter.

**Informasie:** Die volgende informasie word verskaf maar nie gewaarborg nie: Twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

**Verkoopvoorwaardes:** 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping tesame met die afslaaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker word deur 'n goedgekeurde bank, bouvereniging of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju, Kimberley.

Gedateer te Kimberley op hierdie 18de dag van Junie 1993.

Potgieter & Greeff, Prokureurs vir Eiser, Tweede Verdieping, Noordkaapgebou, Georgestraat, Kimberley. (Verw. mnr. Greeff/rk.)

Saak 4304/92

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen **Nedcor Bank Bpk.** (voorheen Nedperm Bank Bpk.), Eiser, en **Otto Scholtz**, Eerste Verweerder, en **Nasieba Scholtz**, Tweede Verweerderes

Ingevolge 'n vonnis gegee deur die Landdros Hof, Strand, op 12 Oktober 1992, en 'n lasbrief vir uitvoering uitgereik op 12 Oktober 1992, sal die eiendom bekend as:

Erf 12310, Strand, synde Tiende Straat 4, Rusthof, Strand, geleë in die munisipaliteit Strand, afdeling Stellenbosch, groot 359 (driehonderd nege-en-veertig) vierkante meter, in eksekusie verkoop word op 28 Julie 1993 om 11:00, te bogenoemde adres op die terme en voorwaardes wat onmiddellik voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdros Hof, Strand, en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprijs onmiddellik na die verkoping betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprijs en rente daarop binne 14 dae na die datum van verkoping.

2. Benewens die koopprijs sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente aan die Eiser op die kapitale bedrag bereken teen 18% (agttien persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdros howe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Woonhuis.

Gedateer te Strand op hierdie 14de dag van Junie 1993.

M. G. Lourens, vir Rowan & Pullen, Eerste Verdieping, Eerste Nasionale Bankgebou, Hoofweg, Strand.

Saak 1787/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Dawid Willemse**, en **Veronica E. Willemse**, Vonnisskuldenaar

Die volgende onroerende eiendom sal in eksekusie verkoop word op 23 Julie 1993 om 09:30, te Dahliastraat 190, Laingville, St Helenabaai, naamlik:

Erf 190, St Helenabaai, geleë in die Munisipaliteit St Helenabaai, administratiewe distrik Malmesbury, groot 496 vierkante meter, gehou deur Vonnisskuldenaar kragtens Transportakte T19355/87 en onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

*Verbeterings:* Drie slaapkamer huis met badkamer, kombuis, eetkamer, sitkamer, motorhuis en draadomheining.

*Veilingsvoorwaardes:*

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet No. 3 van 1966, en Wet No. 36 van 1966.

2. Een-tiende (1/10) van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. [Tel. (02281)4-2244.]

Case 21665/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **ABSA Bank Ltd**, trading as United Bank, Plaintiff, and **Trevor John Stoutz**, First Defendant, and **Yvonne Stoutz**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution dated 18 January 1993 the following property will be sold in execution, at the site of the property, 1 Ixia Road, Doordekraal, Welgemoed, Bellville, on Wednesday, 22 July 1993 at 12:00, to the highest bidder:

Certain 16821, Bellville, in the Municipality of Bellville, Cape Division, in extent 988 (nine hundred and eighty-eight) square metres, held by Deed of Transfer T13476/92, also known as 1 Ixia Road, Doordekraal, Welgemoed, Bellville.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, laundry, three bedrooms, shower/w.c., en-suite bathroom, servant's room, shower/w.c., study, bathroom, outbuildings, double garage on lower ground level.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 17 June 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W14422.)

Case 3551/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Ltd**, United Bank Division, Plaintiff, and **Andrew Archibald McNaughton**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 3 May 1993, the following property will be sold on Friday, 16 July 1993 at 12:00, at the property, namely 30 Bonnie Doon Place, Bonnie Doon, East London, to the highest bidder:

Erf 10151, East London (Bonnie Doon Township), Municipality and Division of East London, in extent 986 (nine hundred and eighty-six) square metres, held by Deed of Transfer T774/91 (also known as 30 Bonnie Doon Place, Bonnie Doon, East London), subject to the conditions referred to in the said Deed of Transfer.



*Conditions of sale:*

1. The purchaser shall pay ten per centum (10%) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy.

Subject to the foregoing, the purchaser shall be entitled to possession from the date of sale.

4. The full conditions of sale may be inspected at the office of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.

5. The following information is furnished but not guaranteed:

Brick under tiles: Entrance-hall, lounge, dining-room, family room, kitchen, pantry, three bedrooms, bath/shower and separate toilet and shower.

Outbuildings—two staff rooms, store-room, laundry, garage and bath/toilet/shower.

Dated at East London this 21st day of June 1993.

Russell Esterhuizen & Sephton, Judgment Creditor's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. I. C. Russell.)

**Saak 2973/93**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER**

In die saak tussen **Saambou Bank Bpk.**, Vonnisskuldeiser, en **M. J. Thompson**, Eerste Eksekusieskuldenaar, en **D. Attenborough**, Tweede Eksekusieskuldenaar

Ter uitvoerlegging van 'n vonnis van bogemelde agbare hof gedateer 19 April 1993, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 23 Julie 1993 om 10:00, op die perseel te Kannabassingel 17, Vredeloof, Brackenfell, aan die hoogste bieder en onderhewig aan die voorwaardes hierna uiteengesit en die verdere voorwaardes wat deur die afslaer by die verkoping uitgelees sal word:

*Eiendom:* Sekere Erf 7099, Brackenfell, in die munisipaliteit Brackenfell, afdeling Stellenbosch, groot 880 (agt honderd en tagtig) vierkante meter, gehou kragtens Transportakte T27062/92.

*Beskrywing:* Die volgende inligting word verstrek maar nie gewaarborg nie:

Op die perseel is 'n enkelvlak woonhuis met portaal, sitkamer, eetkamer, kombuis met washoekie, drie slaapkamers (waarvan een en-suite), verdere volledige badkamer. Vloerbedekking van volvloermatte, teëls en vinyl. Dubbel garage en omhein. Die konstruksie is van baksteen met sementteëldak.

Die eiendom kan geïnspekteer word in oorleg met prokureurs Brynard & Brynard, Albie de Waalstraat 16, Brackenfell.

*Betaalvoorwaardes:* Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling, tesame met die afslaerskommissie van 7,7% (sewe komma sewe persent) van die koopprys betaal word. Die balans van die koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Vonnisskuldeiser se prokureur en wat aan die Balju, Landdroshof binne dertig (30) dae na die verkoping verskaf moet word.

*Verkoopvoorwaardes:* Die volle verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Northumberlandstraat, Bellville.

Brynard & Brynard, Vonnisskuldeiser se Prokureurs, Albie de Waalstraat 16, Brackenfell. (Verw. J. J. Brynard/jk/S429.)

**NATAL**

**Case 3077/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **T. B. Miya**, First Defendant, and **D. R. Miya**, Second Defendant

In pursuance of a judgment granted on 31 March 1993, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 July 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

*Description:* Unit K160 in the Township of kwaDabeka, District of Pinetown, in extent 407 square metres, represented and described on General Plan 350/1987.

*Physical address:* Unit K160, kwaDabeka.

*Improvements:* Brick under tile dwelling: Two bedrooms, bathroom, kitchen and lounge.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 8th day of June 1993.

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

#### Case 6515/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Ltd**, formerly known as Nedperm Bank Ltd, Plaintiff, and **N. W. Nombela**, Defendant

In pursuance of a judgment granted on 17 July 1991, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 July 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

*Description:* Unit A5985, in extent 465 square metres, situated in the Township of kwaNdengezi, in the District of Mpumalanga, represented and described on General Plan PB188/1979.

*Physical address:* Unit A59845 kwaNdengezi.

*Improvements:* Brick under tile dwelling: Two bedrooms, bathroom, kitchen and lounge.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 8th day of June 1993.

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

#### Case 1576/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **ABSA Bank Ltd** (86/04794/06), Plaintiff, and **Mario Esterhuizen**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Scottburgh, and the warrant of execution issued pursuant thereto on 7 January 1993, the immovable property described as:

Lot 91, Clansthal, situated in the Development Area of Clansthal, Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 2 023 square metres, situate at 9 Bush Road, Clansthal, will be sold in execution on Friday, 23 July 1993 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the Sheriff's Office, 1 Saville Road, Scottburgh South. The material terms and conditions of the sale are as follows:

1. (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 (fourteen) days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is vacant land.

Dated at Port Shepstone on this the 2nd day of July 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/A248/01A001540.)  
C/o Havemann-Ferguson, First Floor, 130 Scott Street, Scottburgh.

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Xovizwe Muntu Allison Nzuzi**, Defendant

In pursuance of judgment granted on 18 January 1993, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit E602, in extent 216 square metres, situated in the Township of kwaMashu, represented and described on General Plan PB121/1993, held by virtue of Deed of Grant G3902/90.

*Physical address:* Ownership Unit E602, kwaMashu Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey brick and asbestos dwelling comprising of a kitchen, dining-room, two bedrooms, bathroom and w.c. Municipal Water Supply and Sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

I. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

II. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

III. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

IV. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

V. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 14th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z08756/26.)

Case 1046/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of S.A. Ltd**, Plaintiff, and **Phulmati Kanhai N.O.**, First Defendant, **Canaraside Investment Company (Pty) Ltd**, Second Defendant, **Abbinand Ramsarup**, Third Defendant, and **Phulmati Kanhai**, Fourth Defendant

In pursuance of a judgment granted 28 September 1992 in the above Court and a warrant of execution issued thereon, the immovable property below-mentioned will be sold in execution by the Sheriff of the Supreme Court on 23 July 1993 at 09:30, at his office 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg:

(a) Subdivision 1434 (of 1304), of the farm Northdale 14914, Administrative District of Natal, in extent 775 square metres.

*Physical address:* 71 Helena Road, Newholmes, Pietermaritzburg.

(b) Lot 1674, Pietermaritzburg, situated in the Administrative District of Natal, in extent 631 square metres.

*Physical address:* 6/10 Barnabas Road, Northdale, Pietermaritzburg, Natal.

*Improvements:* Without in any way constituting a warranty of any nature whatsoever, the property at Helena Road consists of double storey brick dwelling-house, under glazed tile with usual outbuildings. The property at Barnabas Road consists of a motor garage and petrol station with usual outbuildings, known as Canara Motors.

The above is stated for information purposes only and in no way is any of the above guaranteed or warranted. Prospective purchasers are advised to make their own inspections should they so wish. Attention is drawn to the notarial trading right servitude registered against the title deeds and a stipulation that the terms of conditions of any existing Retail Dealer Agreement must be complied with by any purchaser.

*Terms:* 10% (ten per cent) of the purchase price to be paid in cash on the day of sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within fourteen days after the date of sale. Auctioneers charges are also to be paid on the day of sale and the property is sold voetstoots.

The full conditions may be inspected at the office of the Sheriff above-mentioned or at the office of Plaintiff's attorneys, below-mentioned.

Smythe & Company, First Floor, Naunlu Building, Buchanan Street, Pietermaritzburg. (Ref. CC Smythe.)



## Case 71212/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Amanda Close Body Corporate**, Execution Creditor, and **Home 1142 Investments CC**, Execution Debtor

In the pursuance of a judgment granted on 12 October 1992 in the Magistrate's Court for the District of Durban, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 20 July 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban. The said immovable property will be sold by public auction on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban, prior to the sale:

*The property comprises:*

(a) Section 1, as shown and more fully described on Section Plan SS35/92 in the scheme known as Amanda Close in respect of the land and building or buildings situate at City of Durban, of which section the floor area according to the said Sectional Plan is 177 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan;

held by virtue of Certificate Registered Title ST1382/92 dated 17 February 1992.

The unit is in addition subject to an exclusive use area being Garden 1, in extent 47 square metres, held by Certificate of Real Right SK135/92.

*Street address:* 1 Amanda Close, 250 Vause Road, Durban.

*Improvements:* One brick under tile double storey town-house consisting of:

(a) *Upstairs:* Two bedrooms, bedroom with en-suite and bathroom with bath, toilet and wash basin;

(b) *Downstairs:* Lounge, dining-room, toilet with wash basin, kitchen and a lock-up garage.

*Zoning:* Residential.

*Terms:* 1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made hereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale, the balance shall be paid against transfer to be secured by a bank, building society or other acceptable guarantee, to be approved by the execution creditor's attorneys, and to be furnished to the Court Sheriff within 21 days after the date of sale.

(b) The purchaser shall be liable for payment of interest to the execution creditor at the rate of 18,5% (eighteen comma five per cent) per annum and to the bondholder at the rate equivalent to the prime overdraft rate charged from time to time by First National Bank Limited plus 1% (one per cent) [presently awaiting to 17,25% (seventeen comma two five per cent per annum)] compounded monthly, on the respective amounts of the awards to the execution creditor and the bondholder in the plan of distribution as from the date of sale to the date of transfer.

3. Transfer shall be effected by the attorneys for the execution creditor and the purchaser shall pay all transfer dues including transfer duty, Sectional Title levies and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and improvements thereon are sold voetstoots and without any warranties whatsoever.

Dated at Durban this 17th day of June 1993.

Cox Yeats, Plaintiff's Attorneys, 12th Floor, NBS Building, 300 Smith Street, Durban. (Ref. R. Donachie/rh.)

## Case 532/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **A. Blaikie & Company (Pty) Ltd**, trading as FT Building Supplies, Plaintiff, and **Acier Properties CC**, First Defendant, and **Malcolm John Lawton**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division, in the above suit, a sale to the highest bidder without reserve will be held at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 16 July 1993 at 10:00, of the undermentioned property/properties on the conditions to be read out by the auctioneer immediately prior to the sale and which conditions may be inspected at the office of the Sheriff, at 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal:

(a) Remainder of Lot 240, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent one thousand three hundred and ninety-four (1 394) square metres, situated in Pinetown, Natal.

Postal address: 5 Rapson Road, Queensburgh, Natal; and

(b) Lot 2509, Queensburgh (Extension 2), situated in the Borough of Queensburgh, Administrative District of Natal, in extent one thousand three hundred and fifty-three (1 353) square metres, situated in Pinetown, Natal.

Postal address: 42 Theron Road, Queensburgh, Natal.

The following information is furnished although nothing in this respect is guaranteed:

- (a) Brick under tile complex consisting of nine offices and one house consisting of five offices.
- (b) Brick under tile dwelling consisting of three bedrooms, three bathrooms, lounge, dining-room, kitchen, swimming-pool and two garages.

**Terms:** Ten per centum (10%) ten per centum of the purchase price on the day of the sale together with auctioneer's commission of five per centum (5%) of the purchase price up to an amount of twenty thousand rand (R20 000) and thereafter three per centum (3%) on the balance of the purchase price with a maximum of six thousand rand (R6 000). The balance of the purchase price against transfer of the property to be secured by an acceptable bank or building society guarantee to be furnished to the Sheriff within seven (7) days after the date of sale.

Lyle & Lambert Inc., Plaintiff's Attorneys, 17th Floor, General Building, 47 Field Street, Durban. (CRL/FS FTM.50103.)

#### Case 18150/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Chunderdeep Orie**, trading as Active Carpet Cleaners, Defendant

In pursuance of a judgment granted on 8 November 1991 in the above Court and a warrant of execution issued thereon, the immovable property below-mentioned will be sold in execution on 9 July 1993 at 11:00, at the Sheriff's Rooms, at 277 Berg Street, Pietermaritzburg:

(a) Subdivision 3615 of Lot 3569 of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent six hundred and fifty (650) square metres.

(b) *Physical address:* 27 Egret Road, Northdale, Pietermaritzburg.

**Improvements:**

Without in any way constituting a warranty of any nature whatsoever, the property consists of the following:

A single-storey dwelling-house made of bricks consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms and an extension.

Nothing is guaranteed with regard to the above.

**Zoning:** Residential.

**Terms:** 10% (ten per cent) of the purchase price to be paid in cash on the day of sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within seven (7) days after the date of sale. Sheriff charges are also to be paid on the date of sale and the property is sold voetstoots.

The full conditions may be inspected at the office of the Sheriff, at 277 Berg Street, Pietermaritzburg, or at the office of Plaintiff's Attorneys below-mentioned, Smythe & Company, First Floor, Naunlu Building, Buchanan Street, Pietermaritzburg. (Ref: CC Smuthe/am/04.)

#### Case 70980/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedperm Bank Ltd**, Execution Creditor, and **Subbamma Naidoo**, Execution Debtor

In pursuance of a judgment granted on 28 January 1993 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 20 July 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban:

**Description:** Subdivision 52 of 700 Brickfield, situated in the City and of Durban, Administrative District of Natal, in extent nine hundred and forty-six (946) square metres, held under Deed of Transfer T3868/91.

**Street address:** 40 Cannon Avenue, Overport, Durban.

**Improvements:** Brick and tile house with basement consisting of: Lounge, dining-room, kitchen with built-in cupboards, four bedrooms, bathroom/toilet, breakfast room, entrance-hall and balcony.

**Basement:** Lounge, dining-room, three bedrooms, kitchen and bathroom/toilet.

**Outbuildings:** Lounge, two bedrooms, kitchen and toilets/bathroom, outside toilet, shower, laundry and swimming-pool.

Durban Corporation water and lights.

**Zoning:** General Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18,50% (eighteen comma five nought per cent) per annum to the bondholder, Nedperm Bank Ltd (now named Nedcor Bank Ltd), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 3rd day of June 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

#### Case 3618/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and  
**Bongani Vusumuzi Nicholas Ngubane**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 27 March 1992 and writ of execution, the immovable property listed hereunder will be sold in execution on Friday, 23 July 1993 at 11:00, at Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 780, Unit T, Township of Edendale, District of Pietermaritzburg, in extent 450 square metres and as described on Deed of Grant 3764.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 18,5% (eighteen comma five per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. K1L/420/gd.)

#### Case 10905/93

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Ltd**, Execution Creditor, and **Michael Brian Wheeler and Mrs Joanne Wheeler**,  
Execution Debtors

In pursuance of a judgment granted on 14 April 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 20 July 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 49 of Lot 8, Cato Manor, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and fifty-nine (959) square metres.

Postal address: 105 Grosvenor Road, Glenwood, 4001.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/shower, toilet, patio, staffroom, store-room, laundry, five garages, car-port, toilet/shower and swimming-pool.

Town-planning: Zoning: Special Residential 50.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/A332/013022/Mrs Chetty.)



IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Nanan Hurdeen**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 21 October 1992 in the above-named suit, the following immovable property will be sold by public auction by the Acting Sheriff of the Supreme Court of Inanda, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 23 July 1993 at 10:00, on conditions which will be read out by the Acting Sheriff before the sale, and which conditions are in the possession of the Acting Sheriff and may be inspected at 2 Mountview Shopping Centre, corner of old Inanda Road and Jacaranda Avenue, Mount View, Verulam, namely:

(i) Lot 568, Castlehill, situated in the City of Durban, Administrative District of Natal, in extent two hundred and one (201) square metres.

(ii) Lot 569, Castlehill, situated in the City of Durban, Administrative District of Natal, in extent two hundred and one (201) square metres, which property is physically situated at 22 Hildale Drive, Newlands West, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T17164/87.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of a block under tile dwelling consisting of entrance-hall, lounge, dining-room, three bedrooms, bathroom, toilet, court-yard and kitchen.

*Zoning:* The property is zoned for Special Residential 180 purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Acting Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this 14th day of June 1993.

Browne, Brodie & Company, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/016/001120/Mrs Chetty.)

Case 13779/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Ltd**, Execution Creditor, and **Jacobus Nicolas Oosthuizen** and **Mrs Michelle Amelia Oosthuizen**, Execution Debtors

In pursuance of a judgment granted on 31 March 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 27 July 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

*Description:* A certain unit being:

(a) Section 3, as shown and more fully described on Sectional Plan SS37/1977, in the scheme known as Beaconwood in respect of the land and building or buildings situated at Durban, of which section the floor area, according to the said sectional plan is 54 (fifty-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

*Postal address:* 3 Beaconwood, 42 Stellawood Road, Durban.

*Improvements:* A flat consisting of: Entrance-hall, lounge, dining-room, kitchen, two bedrooms, bathroom/basin and toilet.

*Town-planning:* Zoning: General Residential 2. Special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrates' Courts Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/072/014508/Mrs Chetty.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

In the matter between **KwaZulu Finance & Investments Corporation Ltd**, Plaintiff, and **Joseph Mngadi**, Defendant

In pursuance of judgment granted on 27 July 1992, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 21 July 1993 at 10:00, at the Main South Entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit AA643, in extent 532 square metres, situated in the Township of Umlazi, represented and described on General Plan PB339/1979, held by virtue of Deed of Grant 5121/278.

*Physical address:* Ownership Unit AA643, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey maxi brick and asbestos dwelling comprising of a kitchen, lounge, three bedrooms, bathroom and w.c. Municipal Electricity, Water Supply and Sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban on this the 10th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z31184/26.)

## Case 10871/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Allied Building Society**, Execution Creditor, and **Colin Keith de Vries**, First Execution Debtor, and **Ursula Dawn de Vries**, Second Execution Debtor

In pursuance of a judgment granted on 23 July 1992 in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 July 1993 at 11:00, at the Sheriff's sales-room, 277 Berg Street, Pietermaritzburg:

*Description:* Subdivision 7 of the farm Hardings Dale 882, situated in the Administrative District of Natal, in extent 1,8058 (one comma eight nought five eight) hectares.

*Postal address:* St John's Cottage, Claridge, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling-house built of brick under tile comprising entrance-hall, lounge, dining-room, study, kitchen, laundry, four bedrooms and two bathrooms/toilets and with two servants' rooms, store-room, two garages and external toilet.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.
3. The purchaser shall be liable for payment of interest at the rate of 10% (ten per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.
4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this the 9th day of June 1993.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **T F S Wholesalers**, Plaintiff, and **S. J. Mdilalose**, Defendant

In accordance with a judgment in the aforementioned Magistrate's Court and writ of execution dated 16 January 1992, the property set out hereunder shall be sold in execution on Tuesday, 10 August 1993 at 10:00, at the Magistrate's Court, Glencoe, to the highest bidder:

Site 364, Ekuvukeni, Wasbank, Natal, in extent 865 m<sup>2</sup> (eight hundred and sixty-five square metres), situated in the Administrative District of Natal.

*Material terms and conditions:*

1. The property shall be sold by the Sheriff, Glencoe, to the highest bidder without reserve but subject to the provisions of section 66 (as amplified by Rule 43) of Act, 1944, as amended.
2. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Offices, Glencoe.
3. The sale shall be in rands and no bids for less than one hundred rands shall be accepted.
4. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance shall be payable free of exchange against transfer and shall be secured by a bank or building society guarantee to be approved by the execution creditor to be furnished to the Sheriff within 21 days after the date of sale.
5. The Plaintiff, Defendant, Sheriff and auctioneer gives no warranty as to the state of the property to be sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale may be inspected at the offices of the Sheriff, Glencoe, and at the offices of the Plaintiff's attorneys.

C. M. Sardiwalla & Co., Plaintiff's Attorneys, 61 Queen Street, Ladysmith, 3370.

Case 6315/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Thapelo Aubrey Andrew Molefe**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 5 April 1993, the following immovable property will be sold in execution on 16 July 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 270 of Lot 3229, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and nineteen (219) square metres, situated at 146 Dookran Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of bedroom, kitchen and lounge.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 3rd day of June 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Saak 20166/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERMARITZBURG GEHOU TE PIETERMARITZBURG

In die saak tussen **Nedperm Bank Bpk.**, Vonnisskuldeiser, en **Boniface Bonifar Hadebe**, Vonnisskuldenaar.

Ingevolge uitspraak in die Hof van die Landdros van Pietermaritzburg gedateer 14 Oktober 1991, sal die volgende onroerende eiendom op 21 Julie 1993 om 10:00, aan die hoogste bieder te die Baljukantore, Connorstraat 142, Estcourt, in eksekusie verkoop word, naamlik:

Eienaarskap Eenheid 604, in die dorpsgebied Wembesi, distrik Estcourt, groot vierhonderd vyf-en-sestig (465) vierkante meter, verteenwoordig en beskrywe op Algemene Plan BA81/1969, geleë te Erf 604, Wembezi, Estcourt.

Die volgende inligting oor die perseel word verstrek maar nie gewaarborg nie: 'n Enkelverdiepingwoonhuis uit baksteen onder beton pandak gebou, bestaande uit vier slaapkamers, badkamer, kombuis, sitkamer, eetkamer, studeerkamer, garage en bediende toilet.

*Voorwaardes van verkoop:* Die koper sal ten tye van die verkoping 10% (tien persent) van die koopprijs in kontant betaal en die balans is betaalbaar teen oordrag, en verseker moet word deur 'n bank- of bouverenigingwaarborg deur die Vonnisskuldeiser se prokureurs goedgekeur, wat binne 14 dae na die verkoopsdatum aan die Balju van die Landdroshof, Connorstraat 142, Estcourt, gelewer moet word.



Die volledige voorwaardes van verkoping lê in die kantoor van die Balju van die Landdroshof, Connorstraat 142, Estcourt, Natal, ter insae, en belangstellige persone word versoek om met die Vonnisskuldeiser in verbinding te tree wat bereid mag wees om lenings-fasiliteite aan 'n goedgekeurde koper toe te staan.

Gedateer te Pietermaritzburg op die 3de dag van Junie 1993.

Tatham, Wilkes & Kie., Vonnisskuldeiser se Prokureurs, Vierde Verdieping, Fedlife House, Kerkstraat 251, Pietermaritzburg.

#### Case 20170/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Moonien Govindasamy Pillay**, First Execution Debtor, and **Vedhanayagie Pillay**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 8 October 1991, the following immovable property will be sold in execution on 16 July 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 95 of Lot 3183, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and fifty-three (253) square metres, situated at 21 Vengada Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of brick under concrete tile roof, consisting of four bedrooms, 2½ (two and a half) bathrooms, kitchen and lounge.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 10th day of June 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

#### Case 6259/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **First National Bank Ltd**, Execution Creditor, and **Edgar Dheva Poonsamy**, First Execution Debtor, and **Tholsiamma Poonsamy**, Second Execution Debtor

In pursuance of a judgment granted by the above Honourable Court dated 22 April 1992, the following immovable property will be sold in execution on 30 July 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg to the highest bidder:

Subdivision 2 of Lot 35, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and seventy-two (372) square metres.

The following information is furnished regarding the property but is not guaranteed: A brick dwelling with corrugated iron roofing, consisting of three bedrooms, lounge and dining-room, kitchen, separate toilet and bathroom, servants' quarters consisting of small room with toilet and bathroom.

The property is situated at 22 Kahn Road, Raisethorpe, Pietermaritzburg.

*Material conditions of sale:* The purchaser shall (10%) pay ten per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 14th day of June 1993.

Afzal Akoo & Partners, Suite 7, AEL Centre, 15 Thomas Street, Pietermaritzburg. [Ref. A. Akoo/SM/F5. (5).]

Case 8257/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Faizel Petersen**, First Execution Debtor, and **Hayley Delphine Petersen**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 11 May 1993, the following immovable property will be sold in execution on 16 July 1993 at 11:00 at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 191 (of 149) of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and eight (208) square metres, situated at 5 Banksia Place, Eastwood, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of bedroom, bathroom, kitchen and lounge.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 10th day of June 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 565/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedperm Bank Ltd**, Execution Creditor, and **Veenash Sathipersad**, First Execution Debtor, and **Nasha Sathipersad**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 27 May 1992, the following immovable property will be sold in execution on 16 July 1993 at 11:00 at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 124 of Lot 3220, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and forty (240) square metres, situated at 135 Jinnah Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of bedroom, kitchen and lounge.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 10th day of June 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 8232/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **The Trustees of the Finch Family Trust**, First Execution Debtor, and **Kim Beverley Finch**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 12 May 1993, the following immovable property will be sold in execution on 16 July 1993 at 11:00 at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 11 of Lot 534, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and fifty-three (353) square metres, situated at 137 Railway Street, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of brick under iron roof, consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage and servant's toilet.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 10th day of June 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

## Case 4963/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedperm Bank Ltd**, Execution Creditor, and **Ametha Devi Ramnath**, First Execution Debtor, and **Ravinath Ramnath**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 24 April 1991, the following immovable property will be sold in execution on 16 July 1993 at 11:00 at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 3253 (of 3232) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent six hundred and fifty-eight (658) square metres, situated at 325 Balhambra Way, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of brick under iron roof, consisting of three bedrooms, bathroom and kitchen.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 26th day of May 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

## Case 5803/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Krishna Narainsamy Naidoo**, First Execution Debtor, and **Rajamah Naidoo**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 19 April 1993, the following immovable property will be sold in execution on 16 July 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1925 of Lot 1786 of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 427 (four hundred and twenty-seven) square metres, situated at 633 Bombay Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of concrete under concrete tile roof, consisting of three bedrooms, two bathrooms, kitchen and lounge.

*Material conditions of sale:* The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 26th day of May 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

## Case 5269/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Janet Beauna Rego**, First Execution Debtor, and **Victor Joaquim da Cruz Rego**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 30 March 1993, the following immovable property will be sold in execution on 16 July 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 58 of Lot 621, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 105 (one thousand one hundred and five) square metres, situated at 36 Ernest Tooth Road, Scottsville, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of brick under concrete tile roof, consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, study, garage, swimming-pool and servants' quarters.



*Material conditions of sale:* The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 26th day of May 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

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**Case 5801/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Mgcineni James Ntuli**, First Execution Debtor, and **Sabekile Agnes Ntuli**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 2 April 1993, the following immovable property will be sold in execution on 16 July 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 31 of Lot 1789, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 366 (three hundred and sixty-six) square metres, situated at 60 Madurai Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of brick under asbestos roof, consisting of three bedrooms, bathroom, kitchen and lounge.

*Material conditions of sale:* The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 26th day of May 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

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**Case 1118/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedperm Bank Ltd**, Execution Creditor, and **Hlulabona Richard Themba Ngcobo**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 12 February 1992, the following immovable property will be sold in execution on 16 July 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1154, Imbali I in the Township of Edendale, County of Pietermaritzburg, in extent 260 (two hundred and sixty) square metres, represented and described on General Plan 70/80, situated at 462 Nkungwini Road, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of two bedrooms, kitchen, lounge and outside ablutions.

*Material conditions of sale:* The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 26th day of May 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

## Case 5802/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Mzikayifani Alfred Kheswa**, First Execution Debtor, and **Busisiwe Beatrice Kheswa**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 2 April 1993, the following immovable property will be sold in execution on 16 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 91 of Lot 1683, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 513 (five hundred and thirteen) square metres, situated at 171 White Road, Westgate, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of brick under concrete tile roof, consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, garage and carport.

*Material conditions of sale:* The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 26th day of May 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

## Case 6154/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Sikhosiphi Japhet Nene**, First Execution Debtor, and **Sibongile Sithi Gladys Nene**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 30 March 1993, the following immovable property will be sold in execution on 16 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 12 of Lot 1771, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 513 (five hundred and thirteen) square metres, situated at 31 Corbett Crescent, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of concrete under thatch roof, consisting of three bedrooms, bathroom, kitchen, lounge, carport and servant's toilet.

*Material conditions of sale:* The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 26th day of May 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

## Case 5799/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Rubendheran Ramiah Govender**, First Execution Debtor, and **Ruveshni Govender**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 2 April 1993, the following immovable property will be sold in execution on 16 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 2290 (of 1786) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 377 (three hundred and seventy-seven) square metres, situated at 136 Olympia Way, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of bedroom, bathroom, kitchen and lounge.

*Material conditions of sale:* The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 26th day of May 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

**Case 6058/93**

# IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Francesco Burlando**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 2 April 1993, the following immovable property will be sold in execution on 16 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 124, Winterskloof, situated in the Mount Michael Health Committee Area, Administrative District of Natal, in extent 4 869 (four thousand eight hundred and sixty-nine) square metres, situated at 2 Sylvan Grove, Winterskloof, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of brick under concrete tile roof, consisting of three bedrooms; two bathrooms, kitchen, lounge, dining-room, study, carport, two garages, jacuzzi, swimming-pool and servants' quarters.

*Material conditions of sale:* The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 3rd day of June 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

**Saak 334/91**

# IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Nomalanga Pauline Khumalo**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 17 Mei 1993 sal die onder vermelde eiendom om 10:00 op 21 Julie 1993, in die voorkamer van die Landdroshof, Newcastle geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 8322, Unit E, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 7de dag van Mei 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

**Case 8773/92**

# IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Florence Zulu**, Execution Debtor

In pursuance of a judgment granted on 22 October 1992, in the Magistrate's Court for the District of Inanda, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 16 July 1993 at the front entrance to the Magistrate's Court Building, Moss Street, Verulam at 10:00:

*Description:* Ownership Unit C175, in the Township of Kwa Mashu, District Ntuzuma, in extent two hundred and sixty-six (266) square metres represented and described on General Plan P.B. 198/1985 held under Deed of Grant G.4764/87.

*Street address:* Unit C175, Kwa Mashu.



*Improvements:* A brick under asbestos roof dwelling consisting of: Two bedrooms, kitchen, lounge, toilet and bathroom.

*Zoning:* General Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the Auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 1,925% (nineteen comma two five per cent) per annum to the bondholder, Nedcor Bank Limited (formerly named Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, cnr Inanda and Jacaranda Road, Verulam.

Dated at Durban this 7th day of June 1993.

Livingston Leandy Incorporated, 10th Floor, First National Bank Building, Cnr Smith & Field Streets, Durban. (Ref. Mr Pentecost.)

#### Case 41491/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Mortgage Nominees (Pty) Ltd**, Execution Creditor, and **The Trustees for the time being of the St. Georges Properties Trust**, Execution Debtor

In pursuance of a judgment granted on 23 September 1992, in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable properties listed hereunder will be sold in execution on Tuesday, 20 July 1993 in front of the Magistrate's Court, Somtseu Road Entrance, Durban at 14:00:

##### *Description:*

1. Sub 1 of Lot 10741 Durban, situate in the City of Durban, Administrative District of Natal, in extent ninety eight (98) square metres.

2. Sub 2 of Lot 10741 Durban, situate in the City of Durban, Administrative District of Natal, in extent ninety eight (98) square metres.

3. Sub 3 of Lot 10741 Durban, situate in the City of Durban, Administrative District of Natal, in extent eighty eight (88) square metres.

4. Sub 4 of Lot 10741 Durban, situate in the City of Durban, Administrative District of Natal, in extent three hundred and ninety four (394) square metres.

5. Sub 5 of Lot 10741 Durban, situate in the City of Durban, Administrative District of Natal, in extent eighty eight (88) square metres.

6. Sub 6 of Lot 10741 Durban, situate in the City of Durban, Administrative District of Natal, in extent one hundred and fourteen (114) square metres.

7. Sub 7 of Lot 10741 Durban, situate in the City of Durban, Administrative District of Natal, in extent one hundred and fourteen (114) square metres.

8. Sub 8 of Lot 10741 Durban, situate in the City of Durban, Administrative District of Natal, in extent one hundred and fourteen (114) square metres.

9. Sub 9 of Lot 10741 Durban, situate in the City of Durban, Administrative District of Natal, in extent one hundred and thirty (130) square metres.

10. Rem of Lot 10741 Durban, situate in the City of Durban, Administrative District of Natal, in extent two hundred and forty three (243) square metres; all held under Deed of Transfer T32692/88.

*Street address:* St. Georges Hotel, 12-14 St. Georges Street, Durban.

*Improvements:* A hotel consisting of: 24 Bedrooms (16 with baths) (carpeted), four bars (lady's bar), disco lounge, lounge, billiard room, kitchen, office, seven toilets, four servant quarters.

*Zoning:* General Business (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the Auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18,37% (eighteen comma three seven per cent) per annum from 1 June 1992 to the bondholder, NBS Mortgage Nominees (Pty) Limited on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 2nd day of June 1993.

Livingston Leandy Incorporated, 10th Floor, First National Bank Building, Cnr Smith & Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

#### Case 961/91

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedperm Bank Ltd**, Execution Creditor, and **Prakash Purthuman**, First Execution Debtor, and **Mayawathee Devi Purthuman**, Second Execution Debtor

In pursuance of a judgment granted on 22 February 1991, in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 20 July 1993 in front of the Magistrate's Court, Somtseu Road Entrance, Durban, at 14:00:

*Description:* Sub Q of 218 of C of the Farm Springfield 802, situate in the City and of Durban, Administrative District of Natal, measuring four hundred and sixty eight (468) square metres held under Deed of Transfer T11695/88.

*Street address:* 63 Dahlia Road, Asherville.

*Improvements:* A brick under tile double-storey dwelling consisting of: Downstairs: Kitchen, lounge, three bedrooms, toilet with shower. Upstairs: Lounge, kitchen, three bedrooms, bathroom with toilet.

*Zoning:* General Residential (nothing guaranteed).

The sale shall be for Rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the Auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 20,75% per annum to the bondholder, Nedperm Bank Limited (now named Nedcor Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 3rd day of June 1993.

Livingston Leandy Incorporated, 10th Floor, First National Bank Building, Cnr Smith & Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

#### Case 9072/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **2001 Management Services (Pty) Ltd**, First Execution Debtor, and **John Richard Gibb**, Second Execution Debtor, and **Peter Andrew Francis**, Third Execution Debtor, and **Cyril Whitbread Atkinson**, Fourth Execution Debtor, and **William Ferdinand van der Merwe**, Fifth Execution Debtor

In pursuance of a judgment granted against the First Defendant on 26 April 1993, in the Magistrate's Court for the District of Inanda, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 16 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Lot 715 La Lucia Extension 2, situate in the Borough of Umhlanga and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent one thousand two hundred and nine (1 209) square metres, held under Deed of Transfer T8628/91.

*Street address:* 38 Lady Ellen Crescent, La Lucia.

*Improvements:* A brick under slate double storey dwelling consisting of:

*Upstairs:* Bedroom, bathroom and toilet;

*Downstairs:* Lounge, three bedrooms, kitchen, dining-room, bathroom and toilet.

Double door garage and swimming-pool.

*Zoning:* General Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 19,25% (nineteen comma twenty-five per cent) per annum to the bondholder, Nedcor Bank Ltd (formerly named Nedperm Bank Ltd), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 7th day of June 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

**Case 2732/93**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Mzikayise Ncwane**, Execution Debtor

In pursuance of a judgment granted on 28 April 1993, in the Magistrate's Court for the District of Inanda, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 16 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Ownership Unit 33 (Portion 1), in extent four hundred and forty-one (441) square metres, situate in the Township of KwaMashu-D, in the County of Victoria, represented and described on General Plan BA 75/1978, held under Deed of Grant G6886/86.

*Street address:* Unit 33 (Portion 1), KwaMashu-D, KwaMashu.

*Improvements:* A block under tile dwelling consisting of two bedrooms, kitchen, lounge, toilet and bathroom. Water and light facilities.

*Zoning:* General Residential (nothing guaranteed).

The sale shall be for Rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum to the bondholder, Nedcor Bank Ltd (formerly named Nedperm Bank Ltd), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 7th day of June 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

**Case 2650/92**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Allied Bank a Division of ABSA Bank Ltd** (87/02375/06), formerly Allied Bank Ltd (87/02375/06), formerly Allied Building Society Ltd (87/02375/06), Plaintiff, and **Vivienne Lesley Zuccarelli**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 17 September 1992, the immovable property described as:

Lot 30, Southbroom, situate in Southbroom Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 360, and situate in Mbezane Drive, Southbroom, will be sold in execution on Friday, 6 August at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

1. (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.



(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 (fourteen) days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by: Dwelling-house under brick and tile consisting of kitchen, dining-room, lounge, two bedrooms, main en-suite (bath, toilet and shower), separate bathroom with toilet and shower, outbuilding under brick and asbestos consisting of servants' quarters and flatlet, swimming-pool and garage.

Dated at Port Shepstone on this the 2nd day of July 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/A235/01A001525.)

**Saak 731/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK LAER UMFOLOZI GEHOU TE EMPANGENI

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **William Ernest Randall**, Verweerder

Ingevolge 'n vonnis toegestaan op 5 Maart 1992, in bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie uitgereik daarna, sal die hiernagenoemde eiendom in eksekusie aan die hoogste bieder verkoop word op 22 Julie 1993 om 11:00, by die Landdroshof, Unionstraat, Empangeni:

1. (a) *Akteskantoor beskrywing*: Lot 1618, Empangeni-uitbreiding 21, geleë in die Munisipaliteit van Empangeni, administratiewe distrik Natal, groot 1 028 (eenduisend agt-en-twintig) vierkante meter.

(b) *Straatadres*: Origiweg 1, Empangeni.

(c) *Beskrywing van eiendom*: (geen waarborg word verstrek dat dit korrek is nie):

Siersteen onder beton huis wat bestaan uit kombuis, stort/toilet/wasbak, drie slaapkamers en badkamer (bad en toilet).

(d) *Sonering/Spesiale voorregte of vrystellings*: Spesiale residensiële sone, geen spesiale voorregte of vrystelling.

2. Die voorwaardes van verkoping sal vir inspeksie ter insae lê by die kantoor van die Klerk van die Hof, Landdroshof, Empangeni, en by die kantoor van die Balju van die Landdroshof, ou Suikermeule, Empangeni.

3. Die verkoping sal geskied by wyse van publieke veiling sonder voorbehoud aan die hoogste bieder.

Gedateer te Empangeni hierdie 22ste dag van Junie 1993.

T. J. P. Zietsman, vir G. van Gaalen, Zietsman & Zaayman, Eerste Verdieping, The Park Eenheid J3, Pearcesingel 7 Suid, Posbus 1089, Empangeni.

**Saak 4068/91**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Pinkie Martha Ndlela**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 25 Mei 1993, sal die ondervermelde eiendom op 21 Julie 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelik aan die hoogste bieder vir kontant verkoop word, naamlik:

*Sekere*: Eenheid E7899, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onderandere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 10de dag van Junie 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 3809/91

## IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Boizi William Maphanga**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 25 Mei 1993, sal die ondervermelde eiendom op 21 Julie 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelik aan die hoogste bieder vir kontant verkoop word, naamlik:

*Sekere:* Unit F1680, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 10de dag van Junie 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 11286/90

## IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Aaron Mthombeni**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 17 Mei 1993, sal die ondervermelde eiendom op 21 Julie 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelik aan die hoogste bieder vir kontant verkoop word, naamlik:

*Sekere:* Site E8934, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 10de dag van Junie 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 24451/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and **Bhekuyise Dlomo**, Defendant

In pursuance of a judgment granted on 16 June 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder, and served on 29 July 1992, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 23 July 1993 at 10:00, at the Main East Entrance to the Magistrate's Court Building, Umbumbulu.

*Description:* Ownership Unit 22, in the Township of Magabeni A, District of County Durban, in extent five hundred and fifty-six (556) square metres.

*Postal address:* A22 Magabeni Township.

*The property consists of:*

One brick/block plastered, under asbestos roof dwelling, two bedrooms, bathroom, kitchen and dining-room with electricity.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate of 20% (twenty per centum) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South.

Dated at Durban on this the 27th day of April 1993.

Meumann and White, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. H. Meumann/m/NE055051.)

Case 71165/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06), formerly Nedperm Bank Ltd, Plaintiff, and **Thembisile Promise Dlamini**, Defendant

In pursuance of a judgment granted on 8 March 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder and served on 13 May 1993, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 23 July 1993 at 10:00, at the Main East entrance to the Magistrate's Court Building, Umbumbulu.

*Description:* Ownership Unit A1245, in the Township of kwaMakhutha, District of Umbumbulu, in extent 516 (five hundred and sixteen) square metres.

*Postal address:* A1245 kwaMakhutha.

The property consists of a brick/block unplastered, dwelling under asbestos roof, comprising two bedrooms, dining-room, bathroom, kitchen without any electricity.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2. The purchaser shall be liable for payment of interest at the rate of 18,75% (eighteen comma seven five per cent) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Umbumbulu.

Dated at Durban on this the 7th day of June 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. H. Meumann/m/002416.)

Case 1877/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT ESTCOURT

In the matter between **kwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Zuzu Simon Mkhize**, Execution Debtor

Pursuant to a warrant of execution dated 20 April 1993, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 22 July 1993 on Thursday, in front of the Magistrate's Court, Estcourt:

Ownership Unit B542, situated in the Township of Wembezi, situate in the District of Okhahlamba, Magisterial Area Estcourt, in extent eighty-six (86) square metres and held under Deed of Grant G004228/88.

*Improvements:* Dwelling of bricks under tile roof comprising of kitchen, lounge, dining-room, toilet, bathroom and three bedrooms.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

*Dated:* 11 June 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 929/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT ESTCOURT

In the matter between **kwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Thenjiwe Lawrentia Ngidi**, Execution Debtor

Pursuant to a warrant of execution, dated 26 October 1992, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 22 July 1993 at 10:00, in front of the Magistrate's Court, Estcourt:

Ownership Unit A1838, situated in the Township of Wembezi, situated in the District of Okhahlamba, Magisterial Area Estcourt, in extent four hundred and sixty-five (465) square metres and held under Deed of Grant G003019/90.

*Improvements:* Dwelling of blocks under tile roof comprising of kitchen, lounge, two bedrooms, bathroom and outside toilet.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.



2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank guaranteed cheque.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

*Dated:* 11 June 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

**Case 8691/92**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Ravin Jagmohan**, First Defendant, and **Shamilla Devi Jagmohan**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 21 January 1993 in the above named suit, the following immovable property will be sold by public auction by the Deputy Sheriff of the Supreme Court of South Africa at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 30 July 1993 at 10:00, on conditions which will be read out by the Deputy Sheriff before the sale, and which conditions are in the possession of the Deputy Sheriff and may be inspected at his office at Moss Street, Verulam, namely:

Lot 3184 Extension 33, situate in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent six hundred and sixty-eight (668) square metres, which property is physically at 13 Ginger Grove, Verulam, and which property is held by the above named Defendants under and by virtue of Deed of Transfer T1576/91.

*Improvements:* Vacant land.

*Zoning:* The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 18 (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

*Dated at Durban on this 8th day of June 1993.*

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/045/007681/Mrs Chelin.)

**Case 931/93**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mpiyanatshe Joseph Dlodla**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 24 March 1993, and a writ of execution, issued thereafter, the immovable property listed hereunder will be sold in execution by the Acting Sheriff of the Supreme Court, Umlazi, on 21 July 1993 at 10:00, at the Main South entrance of the Magistrate's Court, Umlazi (near National and kwaZulu flag posts) to the highest bidder without reserve.

*Property description:* Ownership Unit 506, in the Township of Umlazi, Unit 2, District County of Durban, in extent 3 080 square feet (E) represented and described on General Plan BA11/1964.

*Physical and postal address:* Unit 506, Umlazi Unit 2, Umlazi, Durban, Natal.

*Improvements:* House brick and plaster under asbestos roof.

*Main building:* Two bedrooms, bathroom, dining-room/lounge and kitchen.

*Outbuildings:* Garage, no servants' quarters, wire fence around property.

Nothing is guaranteed in respect of the above.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale together with the Sheriff's commission.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of the sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. The purchaser shall pay auctioneer's charges of 5% (five per cent) of the first R20 000 of the purchaser's price, thereafter 3% (three per cent) on the balance subject to a minimum of R100 and a maximum of R6 000 on the purchase price at the time of the sale.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the office of the Acting Sheriff, V1030 Umlazi Room C4, Umlazi, Durban.

Dated at Durban on this the 11th day of June 1993.

Van Onselen O'Connell, Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. R. Easton-Berry/EVV/03N038001.)

**Case 1864/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **M. V. Mchunu**, Defendant

In pursuance of a judgment granted on 8 March 1993, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder be sold in execution on 16 July 1993, in front of the Magistrate's Court, Chancery Lane, Pinetown at 10:00:

*Description:* Unit 283, in the Township of kwaDabeka D, District of Pinetown, in extent 282 square metres, represented and described on General Plan 328/1984.

*Physical address:* Unit D 283, kwaDabeka.

*Improvements:* Fibre glass under tile dwelling, two bedrooms, bathroom, kitchen, lounge and outside toilet.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's Attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 8th day of June 1993.

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

**Case 1396/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH**

In the matter between **ABSA Bank Ltd**, Execution Creditor, and **Devsheel Seunarin**, Execution Debtor

In pursuance of a judgment granted on 2 April 1993 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 27 July 1993 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

*Description:* A certain piece of land being Remainder of Lot 530 Umhlatuzana, situate in the City of Durban, Administrative District of Natal, in extent 626 (six hundred and twenty-six) square metres.

*Postal address:* 19 24th Avenue, Umhlatuzana, 4092.

*Improvements:* Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

*Town-planning:* Zoning: Special Residential 650.

*Special privileges:* Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U072/012038/Mrs Chelin.)

## Case 693/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **ABSA Bank Ltd**, trading as United Bank, Execution Creditor, and **Muniamah Perumal**, Execution Debtor

In pursuance of a judgment granted on 29 March 1993, in the Magistrate's Court of the District of Lower Tugela, held at Stanger, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 23 July 1993, at 10:00, at the front of the Magistrate's Court Building, Couper Street, Stanger.

*Description:* A certain unit being:

(a) Section 8 as shown and more fully described on Sectional Plan SS98/88 in the scheme known as Valley View Four, in respect of the land and building or buildings situated in the Borough of Stanger of which section the floor area according to the said sectional plan is forty-nine (49) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Sectional Transfer ST10300/92.

*Physical address:* 72 Valley View Four, 8 Young Place Street, Stanger.

*Improvements:* Brick under asbestos dwelling consisting of lounge, bathroom, kitchen, two bedrooms and toilet. Improvements done to the best of the ability of Deputy Sheriff A. J. Bester. Nothing is guaranteed.

*Town-planning:* Zoning: General residential.

*Material conditions:*

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 16,75% (sixteen comma seven five per cent) per annum to the Execution Creditor from the date of sale to the date of registration and transfer.
5. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.
6. The transfer shall be effected by attorneys Laurie C. Smith Incorporated and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
7. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Stanger.
8. The sale is subject to a pre-emptive right expiring on 1 October 1996 in favour of the Town Council of the Borough of Stanger.

Dated at Stanger on this 14th day of June 1993.

Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/A.257/Colls.)

## Case 22461/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedperm Bank Ltd**, Execution Creditor, and **L R R Investments CC**, First Execution Debtor, and **Lingiah Chinsamy Naidoo**, Fourth Execution Debtor, and **Govindasamy Ramlingam Moodley**, Fifth Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 18 June 1992, the following immovable property will be sold in execution on 21 July 1993 at 10:30, in front of the Magistrate's Court, Albert Street, Estcourt, to the highest bidder:

Lot 2715, Estcourt Extension 18, situate in the Borough of Estcourt, Administrative District of Natal, in extent five hundred and two (502) square metres, situated at 2 Outspan-Fordeville Road, Estcourt.

The following information is furnished regarding the property, but is not guaranteed: Two shops consisting of six rooms constructed of concrete under iron roof.

*Material conditions of sale:* The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 142 Connor Street, Estcourt within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 142 Connor Street, Estcourt, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 22nd day of June 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G737.)



Case 92/92  
Case 56/92  
Case 914/92  
Case 55/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT COLENZO

In the matter between **Town Development Services, Tugela Basin Estate Agents, AA Desai, and Keirich Engineering,** Execution Creditors, and **M. B. Naidoo, and M. Naidoo,** Execution Debtors

Pursuant to warrants of execution dated 1 October 1992, 24 September 1992, 22 June 1992 and 27 October 1992 the following property will be sold in execution by the Sheriff, Estcourt, Natal, on 28 July 1993 at 10:00, at the Magistrate's Court, Sir George Street, Colenso:

Lot 5, Colenso, situated in the Township of Colenso, Administrative District of Natal in extent 5059 square metres and situated at 66-72 Sir George Street, Colenso; and

Lot 36, Colenso, situated in the Township of Colenso, Administrative District of Natal, in extent 4 047 square metres and situated at 5 Sutherland Street, Colenso.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and the balance to be secured within fourteen days thereafter by a bank or building society guarantee.
3. The full conditions may be inspected at the office of the Messenger of the Court, Connor Street, Estcourt.

*Dated:* 28 May 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditors, 81 Harding Street, P.O. Box 81, Estcourt. [Tel. (0363) 2-3133.]

Case 19272/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Plaintiff, and **Virginia Gwala,** Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 14 October 1992 and writ of execution, the immovable property listed hereunder will be sold in execution on Friday, 23 July 1993 at 11:00 at Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 761, Unit T, Edendale, District of Pietermaritzburg, in extent 450 square metres, and as described on Deed of Grant 00007138.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.
2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.
3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 18,5% (eighteen comma five per cent) per annum to date of payment.
4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. K1L/345/gd.)

Case 3174/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Natal Provincial Division)

In the matter between **Tongaat Foods (Pty) Ltd,** Plaintiff, and **D. J. F. Talor,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on 11 November 1992 in the above-named suit, the following property will be sold by public auction by the Deputy Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 23 July 1993 at 10:30, on conditions which will be read out by the Deputy Sheriff before the sale, and which conditions are in the possession of the Deputy Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, namely:

The farm Kensington 14383, situated in the Administrative District of Natal, in extent approximately twenty-seven (27) square metres, which property is physically situated at the Kensington Farm, Pietermaritzburg, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T8028/1987.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under iron, consisting of a lounge, dining-room, kitchen, laundry, five bedrooms and three bathrooms. There are outbuildings consisting of a servant's room, shower and toilet. A further brick under thatch building is used as a shop. There are cowsheds, a building used as a dairy and a chicken food silo.

*Zoning:* This property is a farm property and does not lie within the local authority area. There is no zoning applicable to the property.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
  2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
  3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff prevailing from time to time from the date of sale to date of transfer.
  4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
- The full conditions may be inspected at the offices of the Sheriff of the Court, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Verulam, or at our offices.

Brivik & Associates, Plaintiff's Attorneys, Fifth Floor and Sixth Floor, Morningside Chambers, 510-512 Windmere Road, Morningside, Durban, 4001; c/o Allied Group Ltd, Green Cat Centre, 51C Todd Street, Verulam. (Tel. 23-2023.) (Ref. MB/rp/G.09/358.)

**Case 2760/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

In the matter between **Nedperm Bank Ltd** (No. 51/00009/06), Execution Creditor, and **Alson Gwinyamazwi Kweyama**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, dated 26 April 1993, and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 23 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

All the Defendant's right, title and interest in and to the property Ownership Unit 817, in the Township of kwaMashu D, District of County Victoria, in extent of 260 square metres represented and described on General Plan BA 75/1978.

*Postal address:* Unit D 817, kwaMashu.

The following improvements are reported to be on the property, but nothing is guaranteed: A block under asbestos walling consisting of the following: Two bedrooms, lounge, kitchen, outside toilet, no bathroom and lights, water facilities.

Vacant possession is not guaranteed.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 25th day of June 1993.

John Hudson & Company, Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAler/sc.)

**Case 45009/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **Allied Building Society** (No. 87/02375/06), Plaintiff, and **Hendrik Johannes Visagie**, First Defendant, **David Lumsdon Robertson**, Second Defendant, and **Anthony John Ridley**, Third Defendant

In pursuance of a judgment granted on 11 October 1991, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 13 July 1993 at 14:00, in front of the Magistrate's Court Building, Sontseu Road, Durban.

*Description:* Subdivision 8 (of 2) of Lot 803, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent six hundred and sixty-eight (668) square metres.

*Street address:* 10 Deglon Avenue, Durban North.

*Improvements:* Double-storey brick under tile roof dwelling, consisting of upstairs comprising: Lounge and dining-room, kitchen, two bedrooms, dressing-room, main-en-suite, bath/wash, basin/toilet.

*Downstairs comprising:* Double lock-up garage, lounge, kitchen, room, toilet/wash, basin/shower, two bedrooms, bathroom, toilet/shower/wash basin and entrance-hall. Servants' quarters comprising: Room, shower and toilet. Carport.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

*Town-planning zoning:* Special residential, 650 square metres, min plot size. Maximum permitted height: Double-storey. Number of units: One dwelling unit only. The accuracy hereof is not guaranteed.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Execution Creditor's attorneys to be furnished to the Messenger of Court, within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff prevailing from time to time from the date of sale to date of transfer.
4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions may be inspected at the offices of the Messenger of the Court.

Dated at Durban on this 2nd day of June 1993.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Perm Building, 343 Smith Street, Durban. (Ref. I. G. King/SN/ST565.)

Case 8716/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Allied Bank** (a Division of ABSA Bank Ltd) (No. 86/04794/06), Execution Creditor, and **Pragasen Thumby Gounden**, First Execution Debtor, and **Ragini Gounden**, Second Execution Debtor

In pursuance of a judgment granted on 9 November 1992, in the Court of the Magistrate, Inanda, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 July 1993 at 10:00, in front of the Magistrate's Court, Verulam, to the highest bidder:

*Description:* A certain piece of land being Lot 522, Hillgrove, situated in the City of Durban, Administrative District of Natal, in extent 312 (three hundred and twelve) square metres.

*Postal address:* 17 Trenthill Place, Hillgrove, Newlands West, 4051.

*Improvements:* Block under tile dwelling consisting of three bedrooms, lounge, dining-room, kitchen, toilet and bathroom and water and light facilities. Although nothing in this regard is guaranteed.

*Town-planning zoning:* Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff prevailing from time to time from the date of sale to date of transfer.
4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Court, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Verulam, or at our offices.

Brivik & Associates, Plaintiff's Attorneys, Fifth Floor and Sixth Floor, Morningside Chambers, 510-512 Windmere Road, Morningside, Durban, 4001; c/o Allied Group Ltd, Green Cat Centre, 51C Todd Street, Verulam. (Tel. 23-2023.) (Ref. MB/lh/rp/G.48/736.)

Case 6466/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Allied Bank** (a Division of ABSA Bank Ltd) (No. 86/04794/06), Execution Creditor, and **Kasaval Ganesh**, First Execution Debtor, and **Pushpavelli Ganesh**, Second Execution Debtor

In pursuance of a judgment granted on 2 October 1991, in the Court of the Magistrate, Inanda, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 16 July 1993 at 10:00, in front of the Magistrate's Court, Verulam, to the highest bidder:

*Description:* A certain piece of land being Lot 784, Longcroft, situated in the City of Durban, Administrative District of Natal, in extent 697 (six hundred and ninety-seven) square metres.

*Postal address:* 1 Vistacraft Place, Longcroft, Phoenix, 4051.

*Improvements:* Block under tile semi-detached dwelling consisting of four bedrooms, lounge, kitchen, toilet, bathroom, verandah, swimming-pool and precast fencing. Although nothing in this regard is guaranteed.

*Town-planning zoning:* Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.



*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 1,85% (one comma eighth five per cent) per month compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on the 22nd day of June 1993.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 92/93

# IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Ltd**, Plaintiff, and **August Meyer**, First Defendant, and **Desiree Lily Meyer**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Monday, 3 May 1993 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, on Thursday, 22 July 1993 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 Poort Road, Ladysmith, Natal, namely:

Lot 3887, Ladysmith (Extension 18), situated in the Borough of Ladysmith, Administrative District of Natal, in extent one thousand and ninety-one (1 091) square metres, which property is physically situated at 21 Longtom Street, Ladysmith, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T21091/91.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of single-storey dwelling-house, brick under tile consisting of an entrance-hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom/toilet and bathroom/shower. There are outbuildings consisting of a garage and toilet.

*Zoning:* This property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,75% (sixteen comma seven five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on the 23rd day of June 1993.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 47292/91

# IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Standard Creditor Corporation**, Execution Creditor, and **Pathmanaba Naidu**, Execution Debtor

In pursuance of a judgment granted on 14 February 1992, in the Court of the Magistrate, Durban, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by public auction to the highest bidder for cash by the Messenger of the Court, Durban, in front of the Magistrate's Court, Somtseu Road, Durban, on 20 July 1993 at 14:00, or as soon thereafter as possible:

*Description:* A certain piece of land being the half share in Subdivision 1 of Lot 332, Kenville Extension 1, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and forty-four (744) square metres.

*Postal address:* 31 The Knoll, Kenville, Durban.

*Improvements:* Brick and tile dwelling consisting of:

*Downstairs:* Lock-up garage, kitchen, scullery, dining-room with wash-basin, toilet with wash-basin, lounge and prayer room, entrance-hall, hallway leading upstairs: Four bedrooms and two ensembles, bath, toilet, shower and balcony.

*Outbuildings:* Wendy-house and toilet.

*Zoning:* Residential.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Allied Building Society Limited and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholders at the rate prescribed in the Mortgage Bonds on the respective amounts of the awards to the Execution Creditor and to the bondholders in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, at 15 Milne Street, Durban.

Dated at Durban this 16th day of June 1993.

Romer Robinson & Catterall, Plaintiff's Attorneys, Seventh Floor, Allied Building, Gardiner Street, Durban.

**Case 33337/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

In the matter between **ABSA Bank Ltd** (No. 86/04794/06) (Allied Bank Division), Plaintiff, and **Araca Investments (Pty) Ltd**, (No. 90/00625/07) Defendant

In pursuance of a judgment granted on 13 October 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 July 1993 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown.

*Description:* Lot 837, Berea West Extension 7, situate in the Borough of Westville, Administrative District of Natal, in extent two thousand one hundred and forty-eighth (2 148) square metres.

*Street address:* 26 Severn Drive, Westville, Durban.

*Improvements:* A single-storey detached brick and tile dwelling comprising: entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet with shower, toilet, garage, swimming-pool and servants' quarters.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

*Town-planning zoning:* Special residential, 1 500 square metres. Min plot size. The accuracy hereof is not guaranteed.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Allied Building Society Limited and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder at the rate prescribed in the Mortgage Bond on the respective amounts of the awards to the Execution Creditor and to the bondholder in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pinetown, at 62 Caversham Road, Pinetown.

Dated at Durban this 16th day of June 1993.

Romer Robinson & Catterall, Plaintiff's Attorneys, Seventh Floor, Allied Building, Gardiner Street, Durban.

**Case 5647/92**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **K. Moodley**, Defendant

In pursuance of a judgment granted on 10 July 1992, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 July 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

*Description:* Lot 3484, Reservoir Hills Extension 165, situated in the City of Durban, Administrative District of Natal, in extent 929 square metres, held by Deed of Transfer 18417/89.

*Physical address:* Lot 3484, Annet Drive, Reservoir Hills.

*Improvements:* Vacant land.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 8th day of June 1993.

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Saak 267/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK MTONJANENI GEHOU TE MELMOTH

In die saak tussen **Melmoth Dorpsraad**, Eiser, en **Piet Retief Ontwikkelingsmaatskappy**, Verweerder

Ingevolge 'n vonnis toegestaan op 5 Januarie 1993 in bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie uitgereik daarna, sal die hiernagenoemde eiendom in eksekusie aan die hoogste bieder verkoop word op 23 Julie 1993 om 10:00, by die Landdroshof, Melmoth:

1. (a) *Akteskantoor beskrywing*: Perseel 195, Melmoth-dorp, geleë in die Melmoth-dorpsraadgebied, Graafskap van Zoeloland, Provinsie van Natal, groot vierduisend sewe-en-veertig (4 047) vierkante meter.

(b) *Straatadres*: Perseel 195, Melmoth-dorp.

(c) *Beskrywing van eiendom* (geen waarborg word verstrekkend dat dit korrek is nie): Perseel 195, Melmoth, groot vierduisend sewe-en-veertig (4 047) vierkante meter, onverbeterde eiendom.

(d) *Sonering/spesiale voorregte of vrystellings*: Geen.

2. Die voorwaardes van verkoping sal vir inspeksie ter insae lê by die kantoor van die klerk van die Hof, Landdroshof, Melmoth, en by die kantoor van die Balju van die Landdroshof, Reinholdtstraat, Melmoth.

3. Die verkoping sal geskied by wyse van publieke veiling sonder voorbehoud aan die hoogste bieder.

Gedateer te Empangeni hierdie 24ste dag van Mei 1993.

T. J. P. Zietsman, vir G. van Gaalen Zietsman & Zaayman, Eerste Verdieping, Eenheid J3, The Park, Pearcesingel 7 Suid, Posbus 1089, Empangeni.

Case 46484/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Gideon Andries Koekemoer**, Execution Debtor

In pursuance of a judgment granted on 18 September 1992, in the Magistrate's Court for the District of Pinetown, held at Pinetown, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 16 July 1993 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

*Description*: Subdivision 1 of Lot 2546, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, measuring one thousand three hundred and fifty (1 350) square metres, held under Deed of Transfer T28673/91.

*Street address*: 1 Eileen Place, Flamboyant Park, Queensburgh.

*Improvements*: A brick and tile dwelling consisting of three bedrooms, bathroom, kitchen, dining-room, lounge, study, garage, servants' quarters.

*Zoning*: General Residential.

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 20% (twenty per cent) per annum to the bondholder, Nedcor Bank Ltd (formerly named Nedperm Bank Ltd), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 11th day of June 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 339/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT ESTCOURT

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Joseph Siphwe Motha**, Execution Debtor

Pursuant to a warrant of execution dated 22 March 1993, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 22 July 1993 at 10:00, in front of the Magistrate's Court, Estcourt:

Ownership Unit A2106, situated in the Township of Wembezi, situated in the District of Okhahlamba, Magisterial Area of Estcourt, in extent four hundred and sixty-five (465) square metres, and held under Deed of Grant 7114/87.



*Improvements:* Dwelling of blocks under asbestos roof comprising four bedrooms, dining-room, lounge, kitchen, toilet and bathroom and garage.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act No. 32 of 1944), as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street Estcourt.

Dated on this 14th day of June 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

## ORANGE FREE STATE ORANJE-VRYSTAAT

Case 534/93

### IN THE SUPREME COURT OF SOUTH AFRICA (Orange Free State Provincial Division)

In the matter between **Oostelike Provinsie Bouvereniging**, trading as E.P. Building Society, Plaintiff, and **Heinrich Cohen**, Identity Number 5210205030000, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue-entrance of the Magistrate's Court, Bloemfontein, on Friday, 16 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Bloemfontein West, President Building, St Andrew Street, Bloemfontein, prior to the sale:

"Erf 14224 (Uitbreiding 89) geleë in die stad en distrik Bloemfontein, groot 1 245 (eenduisend tweehonderd vyf-en-veertig) vierkante meter, gehou kragtens Transport Akte T6854/1990.", consisting of five bedrooms, with built-in cupboards, two bathrooms, lounge, TV-room, dining-room, kitchen, servants' room, corodrive and asbestos roof, and being 10 Tennant Street, Fichardt Park, Bloemfontein.

*Terms:* Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorneys for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Saak 1429/93

### IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Bpk.**, handeldrywende as Allied Bank, Eiser, en **P. E. Cloete**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 27 Mei 1993, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 23 Julie 1993 om 10:00, voor die hoofingang van die Landdroeskantoor, Murraystraat, Kroonstad, deur Liz Venter Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Perseel 1600, Seeisoville-uitbreiding 1, distrik Kroonstad, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL2125/1987. Die eiendom bestaan uit 'n woonhuis met verbeteringe.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad. Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad.

Geteken te Kroonstad hierdie 16de dag van Junie 1993.

E. A. Burke, vir Naudé, Thompson & Du Bruyn, Prokureur vir Eiser, Reitzstraat 23, Posbus 932, Kroonstad, 9500.

Saak 1822/93

### IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Bpk.**, handeldrywende as Allied Bank, Eiser, en **K. A. Chakela**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 27 Mei 1993, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 23 Julie 1993 om 10:00 voor die hoofingang van die Landdroeskantoor, Murraystraat, Kroonstad, deur Liz Venter Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Perseel 1647, Seeisoville-uitbreiding 1, distrik Kroonstad, groot 273 (tweehonderd drie en sewentig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL2755/1987, beter bekend as 1647 Gelukwaarts, Kroonstad. Die eiendom bestaan uit 'n woonhuis met verbeteringe.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad. Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad.

Geteken te Kroonstad hierdie 16de dag van Junie 1993.

E. A. Burke, vir Naudé, Thompson & Du Bruyn, Prokureur vir Eiser, Reitzstraat 23, Posbus 932, Kroonstad, 9500.

**Saak 23047/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Stadsraad van die munisipaliteit van Bloemfontein**, Eiser, en **J. C. Kruger en A. Kruger**, Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 18 Mei 1993, sal die volgende eiendom op Vrydag, 30 Julie 1993 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 3756, geleë in die stad en distrik Bloemfontein, groot 997 vierkante meter, gehou kragtens Akte van Transport 8981/77 geregistreer op 13 Desember 1977 (perseeladres President Paul Krugerlaan 12, Universitas, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: *Woonhuis*: Bestaande uit drie slaapkamers, sitkamer, eetkamer, woonkamer, kombuis en badkamer. *Buitegeboue*: Motorhuis buite toilet en swembad.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Wes, Kamer 210, Presidentgebou, St Andrewstraat 119, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 17de dag van Junie 1993.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebo, Posbus 260, St Andrewstraat 151, Bloemfontein.

**Saak 6/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK REITZ GEHOU TE REITZ

In die saak tussen **United Bank**, Eiser, en **Jacobus Casparus Crause**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak, sal 'n verkoping sonder reserwe, gehou word voor die Landdroshof, Reitz, op Vrydag, 23 Julie 1993 om 10:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 888, geleë in die dorp en distrik Reitz, beter bekend as Davelstraat 13, Reitz, groot 2 048 (tweeënduisend agt-en-veertig) vierkante meter, gehou kragtens Transportakte T10198/86, onderworpe aan sekere minerale regte en ander voorwaardes.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit 'n woonhuis met buitegeboue.

*Terme*: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

Blignaut & Wessels, Unieffesstraat 33, Posbus 6, Reitz, 9810. [Tel. (01434) 3-2773.] (Verw. mnr. Wessels/evb.)

**Saak 1024/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Allied Bank**, Eiser, en **Samuel Barney Aphane**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Odendaalsrus, gedateer 13 Mei 1993, en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 13 Mei 1993, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op 23 Julie 1993 om 09:00, by die Hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere Erf 1474, geleë in die dorp Kutlwanong, distrik Odendaalsrus, groot 311 (driehonderd en elf) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL2667/88, bekend as 1474 Kutlwanong.

*Verbeterings*: Woonhuis. (Niks waarvan gewaarborg word nie.)

Die eiendom word gebruik vir 'n woonhuis alleenlik.

*Terme*:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapswaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe 1944 en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

*Verkoopvoorwaardes:* Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 10de dag van Junie 1993.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

**Saak 747/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Mokhele Josiah Molupi**, Eerste Verweerder, en **Lipuo Sana Molupi**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Odendaalsrus, gedateer 31 Maart 1993, en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 31 Maart 1993, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op 16 Julie 1993 om 10:00, by die hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere Erf 3950, situated in the Township Kutlwanong, District of Odendaalsrus, groot 240 (tweehonderd en veertig) vierkante meter, gehou kragtens Akte van Transport TL1559/90, bekend as 3950 Kutlwanong.

*Verbeterings:* Woonhuis. (Niks waarvan gewaarborg word nie.)

Die eiendom word gebruik vir 'n woonhuis alleenlik.

*Terme:*

1. Die koopprijs sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe 1944 en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

*Verkoopvoorwaardes:* Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 24ste dag van Mei 1993.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

**Saak 877/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Allied Bank**, Eiser, en **Maphithiza Phillip Chonco**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Odendaalsrus, gedateer 20 April 1993, en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 20 April 1993, sal die volgende eiendom in eksekusie sonder 'n reserwe aan die hoogste aanbieder op 16 Julie 1993 om 09:00, by die Hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere Erf 1486, geleë in die dorp Kutlwanong, distrik Odendaalsrus, groot 311 (drie een een) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL4463/88.

*Verbeterings:* Woonhuis. (Niks waarvan gewaarborg word nie.)

Die eiendom word gebruik vir 'n woonhuis alleenlik.

*Terme:*

1. Die koopprijs sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe 1944 en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.



3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 17de dag van Mei 1993.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

**Saak 748/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Thabo Jackson Mathibeli**, Eerste Verweerder, en **Nomithi Sophia Mathibeli**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Odendaalsrus, gedateer 31 Maart 1993 en 'n lasbrief vir eksekusie teen onroerende goed gedateer 31 Maart 1993, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op 16 Julie 1993 om 10:00, by die hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere Erf 1228, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 287 (tweehonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Geregistreerde Huurpag TL5536/91, bekend as 1228 Kutlwanong.

**Verbeterings:** Woonhuis. (Niks waarvan gewaarborg word nie.)

Die eiendom word gebruik vir 'n woonhuis alleenlik.

**Terme:**

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes kan te enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 24ste dag van Mei 1993.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

**Saak 779/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **United Bank**, Eiser, en **Marthinus Johannes Miller**, Eerste Verweerder, en **Antoinette Miller**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Odendaalsrus, gedateer 20 April 1993 en 'n lasbrief vir eksekusie teen onroerende goed gedateer 20 April 1993, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op 23 Julie 1993 om 09:00, by die hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere Erf 1651, geleë in die dorp en distrik Odendaalsrus, groot 644 (seeshonderd vier-en-veertig) vierkante meter, gehou kragtens Transportakte TL1001/1985, bekend as Jan Ferreiralaan 15, Odendaalsrus.

**Verbeterings:** Woonhuis. (Niks waarvan gewaarborg word nie.)

Die eiendom word gebruik vir 'n woonhuis alleenlik.

**Terme:**

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 10de dag van Junie 1993.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

Case 1091/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Mehau Johannes Ramatsa**, Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Botshabelo, on Friday, 23 July 1993 at 11:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Site 1858H, Botshabelo, District of Botshabelo, held by the Defendant in terms of Deed of Grant 1397/88 with improvements thereon.

*Terms:* The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

*Improvements:* Three bedrooms, lounge, dining-room, kitchen, bathroom with separate toilet and garage.

*Conditions:* The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 2nd day of June 1993.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Case 1092/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Israel Thami Cele**, Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Botshabelo, on Friday, 23 July 1993 at 11:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Erf 1859H, Botshabelo, District of Botshabelo, held by the Defendant in terms of Deed of Grant 245/88 with improvements thereon.

*Terms:* The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

*Improvements:* Three bedrooms, lounge, dining-room, kitchen, bathroom with separate toilet and garage.

*Conditions:* The conditions may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 11th day of June 1993.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak 12575/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Goodrick & Franklin**, Eksekusieskuldeiser, en **H. Rens**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis van bogemelde Agbare Hof sal verkoping in eksekusie sonder reserwe prys gehou word op Vrydag, 30 Julie 1993 om 10:00, te die Peetlaaningang van die Landdroshof, Bloemfontein, van:

Die hierbovermelde Eksekusieskuldenaar se reg, titel en belang in en tot die verbeteringe te Perseel 6430, Phahameng, Bloemfontein.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Gedateer te Bloemfontein op hede die 7de dag van Junie 1993.

W. le Roux, vir Goodrick & Franklin, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, Forumgebou, Aliwalstraat 20, Posbus 213, Bloemfontein.

Saak 749/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Tshepiso Piet Legalanyane**, Eerste Verweerder, en **Kholiwe Sarah Legalanyane**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Odendaalsrus, gedateer 31 Maart 1993, en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 31 Maart 1993, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op 16 Julie 1993 om 09:00, by die hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere Erf 1229, geleë die dorp Kutlwanong, distrik Odendaalsrus, groot 310 (drie een nul) vierkante meter, gehou kragtens Sertifikaat van Huurpag TL9244/1990.

**Verbeterings:** Woonhuis (niks waarvan gewaarborg word nie).

Die eiendom word gebruik vir 'n woonhuis alleenlik.

**Terme:**

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 17de dag van Mei 1993.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

**Saak 1025/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Allied Bank**, Eiser, en **Malusi Bernard Mpahelle**, Eerste Verweerder, en **Jemina Maphelle**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Odendaalsrus, gedateer 13 Mei 1993, en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 13 Mei 1993, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op 23 Julie 1993 om 09:00, by die hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere Erf 756, geleë in die dorp Kutlwanong, distrik Odendaalsrus, groot 427 (vierhonderd sewe-en-twintig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL1380/87, bekend as 756 Kutlwanong.

**Verbeterings:** Woonhuis (niks waarvan gewaarborg word nie).

Die eiendom word gebruik vir 'n woonhuis alleenlik.

**Terme:**

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 10de dag van Junie 1993.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

**Saak 603/93**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **H. A. Visser**, Verweerder

In eksekusie van 'n vonnis van die Landdroshof vir die distrik Bethlehem, sal 'n verkoping in eksekusie gehou word sonder voorbehoud te Landdroshof, Highstraat, Bethlehem, op 16 Julie 1993 om 11:00, op die voorwaardes wat uitgelees sal word deur die afslaer op die tyd en datum van die verkoping ten opsigte van die volgende eiendom:

Sekere Erf 433, geleë in die dorp Bethlehem, groot 483 (vierhonderd drie-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T4973/89.

**Terme:** Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju en die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na die datum van die verkoping aan die Balju van die Landdroshof afgelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak word nie.

Gedateer te Bethlehem op hierdie 4de dag van Junie 1993.

Moore Harrington De Clerk Ing., Lindleystraat 29, Posbus 255, Bethlehem, 9700.



Saak 75/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., No. 86/04794/06, Eiser, en **M. E. Letsie**, Verweerder

Ten uitvoerlegging van 'n vonnis gegee op 27 Februarie 1992, sal die Balju van die Landdroshof, Bothaville die onderstaande eiendom per openbare veiling verkoop wel te Landdroskantoor te Bothaville op 23 Julie 1993 om 10:00.

Die verkoopvoorwaardes sal ter insae lê by die Balju van die Landdroshof van Bothaville, te Von Abogebou asook by die Eiser se Prokureurs hieronder genoem.

*Die eiendom is:* Sekere Erf 2929, geleë in die dorp Kgotsong, Bothaville, distrik Bothaville, groot 270 vierkante meter, gehou kragtens Sertifikaat van Huurpag TL1185/1988, met bestaande woonhuis en buitegeboue.

Gedateer te Bothaville op hierdie 16de dag van Junie 1993.

G. P. Nieuwoudt & Vennote, Prokureurs vir Eiser, Van Riebeeckstraat 13, Posbus 328, Bothaville, 9660.

Saak 1651/93

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **N. Mayekiso**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Theunissen, op Vrydag, 16 Julie 1993 om 09:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Die Verweerder se reg van huurpag ten opsigte van Perseel 1506, geleë in die dorpsgebied Masilo, distrik Theunissen, ook bekend as 1506 Masilo, Theunissen, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, soos aangedui op Algemene Plan L26/1988 en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL5730/1990 geregistreer op 21 Junie 1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met sitkamer, drie slaapkamers, kombuis en badkamer met toilet.

*Terme:* Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne 14 (veertien) dae na afloop van die veiling.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein.

Saak 1237/92

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **L. Aucamp**, Eerste Verweerder, en **H. G. S. Aucamp**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 16 Julie 1993 om 11:00, van die ondervermelde residensiële eiendom van die Eerste Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 113, geleë in die dorpsgebied Riebeeckstad, distrik Welkom, ook bekend as Robertstraat 6, Riebeeckstad, Welkom, groot 1 623 (eenduisend seshonderd drie-en-twintig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes en gehou kragtens Transportakte T4800/1988 geregistreer op 13 Mei 1988.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, kombuis en badkamer/toilet, badkamer, aparte toilet en buitegeboue met 'n motorafdak, bediendekamer en toilet.

*Terme:* Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne 14 (veertien) dae na afloop van die veiling.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein.

Saak 15367/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Deon Charl van Wyk**, Verweerder

Ingevolge uitspraak van die Landdros, Bloemfontein en lasbrief tot geregtelike verkoping gedateer 26 Mei 1993, sal die ondervermelde eiendom op 16 Julie 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Gedeelte 1 van Plot 53, Mooiwater-landbouhoewes, geleë in die munisipaliteit Bainsvlei, distrik Bloemfontein, groot 11,1890 hektaar, gehou kragtens Transportakte T9535/1990 en onderworpe aan die voorwaardes daarin vervat.

*Bestaande uit:* Enkelverdieping woonhuis met drie slaapkamers, kombuis, twee badkamers, eetkamer, sitkamer, familiekamer en twee motorafdakke.

Die koper moet afslagsgelde, B.T.W. asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-wes nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

**Saak 1923/93**

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **P. I. Mthetwa**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbach-ingang, Heerenstraat, Welkom, op Vrydag, 16 Julie 1993 om 11:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Die Verweerder se reg van huurpag ten opsigte van Perseel 19407, geleë in die dorpsgebied Thabong, distrik Welkom, ook bekend as 19407 Sekamothostraat, Orange Grove, Thabong, Welkom, groot 253 (tweehonderd drie-en-veertig) vierkante meter, soos aangedui op Algemene Plan L1/1990 en gehou kragtens Sertifikaat van Geregistreerde Huurpag TL1411/1990 geregistreer op 10 April 1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met sitkamer, kombuis, twee slaapkamers en badkamer/toilet.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein.

**Saak 7113/93**

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, Eiser, en **Abraham Johannes Matthys van Aarde**, Eerste Verweerder, en **Paul John Maritz**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaan-ingang, op Vrydag, 16 Julie 1993 om 10:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Deel 9 soos meer volledig beskryf op Deeltitel Plan SS17/1981 in die gebou bekend as Elimhof, synde Elimhof 9, Barnesstraat 51, Bloemfontein, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom in die genoemde gebou, groot 73 (drie-en-sewentig) vierkante meter, onderworpe aan sekere servitute en voorwaardes, en gehou kragtens Aktes van Transport ST14403/92 en ST14404/92, onderskeidelik, geregistreer op 17 Augustus 1992.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Ingangsportaal, sit/eetkamer, slaapkamer, badkamer en aparte toilet.

**Terme:** Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 277, Bloemfontein.

**Case 615/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Johannes Jacobus van der Merwe**, First Defendant, and **Clarisa Gertruida van der Merwe**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate's Court of Welkom, granted on 1 June 1993 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 30 July 1993 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 1952, situate in the City and District of Welkom, measuring 833 square metres, held by the Defendants by virtue of Deed of Transfer T9146/88, known as 43 Cactus Street, Doorn, Welkom.

Improvements Residential property with: Lounge, dining-room/family room, kitchen, three bedrooms, bathroom and toilet (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 23rd day of June 1993.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/AL483.)

**Case 3537/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM**

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Sydney Simon Machedi**, First Defendant, and **Boipileto Flory Machedi**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate's Court of Welkom, granted on 9 June 1993 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 30 July 1993 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 11880, situate in Thabong District of Welkom, measuring 351 square meters, held by the Defendants by Virtue of Certificate of Registered Right of Leasehold TL1444/88, known as Erf 11880, Thabong, Welkom.

Improvements Residential property with: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 23rd day of June 1993.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/AL488.)

**Case 3864/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM**

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Malefane Moses Mlangeni**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 9 June 1993 and a warrant of execution, the following property will be sold in execution without reserve, subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 30 July 1993 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely:

Certain Erf 10205, situated in the District of Thabong, Welkom, measuring 299 (two hundred and ninety-nine) square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL1688/86, known as Erf 10205, Thabong, Welkom.



*Improvements:* Residential property with entrance hall, lounge, kitchen, three bedrooms, bathroom, toilet and carport.

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including Value-Added Tax, as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom.

The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this the 23rd day of June 1993.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/UN43.)

**Saak 1750/90**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **ABSA Bank**, handeldrywende as Trust Bank, Eiser, en **C. W. N. Kirsten**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Klerksdorp, en 'n lasbrief vir eksekusie gedateer 10 Desember 1992, sal die volgende onroerende eiendom geregtelik verkoop word te die kantore van die Balju, Landdroshof, Burgerstraat, Viljoenskroon, aan die hoogste bieder op 30 Julie 1993 om 10:00, naamlik:

Sekere Erwe 224 en 225, Renovaal, Viljoenskroon, groot 999 (negehonderd nege-en-negentig) vierkante meter elk, geleë in die dorp Viljoenskroon, gehou kragtens Akte van Transport T12363/88 en T12364/88.

*Die belangrikste voorwaardes van verkoop is:*

1. Die eiendom sal deur die Balju van die Landdroshof, Viljoenskroon, aan die hoogste bieder verkoop word.

2. Die koper moet 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping aan die Balju, Landdroshof, Viljoenskroon.

Die balans koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van eiendom in naam van die koper, welke gemelde waarborg gelewer moet word binne 30 (dertig) dae vanaf datum van die verkoping en moet gelewer word aan die Balju, Landdroshof, Viljoenskroon.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju, Landdroshof, te Viljoenskroon.

Gedateer te Klerksdorp op hede die 17de dag van Junie 1993.

A. M. Wentzel, vir Theron, Jordaan & Smit, Tweede Verdieping, Kamer 208, West End-gebou, Posbus 2889, Klerksdorp.

**Saak 307/92**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK CLOCOLAN GEHOU TE CLOCOLAN

In die saak tussen **ABSA Bank Bpk.** (Reg. No. 86/04794/06), handeldrywende as Allied Bank, Eiser, en **S. H. F. de Jager**, Eerste Verweerder, en **M. M. de Jager**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Clocolan, en 'n lasbrief van eksekusie gedateer 15 Desember 1992, sal die volgende eiendom geregtelik verkoop word op 30 Julie 1993 om 11:00, voor die Landdroskantoor, Clocolan, by wyse van 'n openbare veiling aan die hoogste bieder, naamlik:

Erf 586, geleë in die dorp en distrik Clocolan, groot 2 974 (tweeëuisend negehonderd vier-en-sewentig) vierkante meter, gehou kragtens Transportakte T9688/75, onderworpe aan die serwitute en voorwaardes daarin uiteengesit.

*Verbeterings* (geen waarborg daaromtrent word gegee nie): 'n Sandsteen en sementwoonhuis, bestaande uit drie slaapkamers, badkamer, toilet, sitkamer, kombuis met spens en gang.

Die verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Ladybrand.

Gedateer te Harrismith op hede die 23ste dag van Junie 1993.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Stuartstraat 51(b), Posbus 22, Harrismith.

## OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

### TRANSVAAL

#### UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **K. F. Dekker**, sal ons die bates verkoop te Koedoesdraai, Leeudoringstad, op 7 Julie 1993 om 10:00 en te Bradylaan 23, Wilkopies, Klerksdorp, op 7 Julie 1993 om 14:00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (0148) 7391 of 2-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

#### CAHI AUCTIONEERS, APPRAISERS & STOCK LIQUIDATORS

(CK 87/12616/23)

INSOLVENT ESTATE AUCTION BACHELOR'S FLAT, WITHIN WALKING DISTANCE, PRETORIA CITY CENTRE

As instructed by the trustee in the insolvent estate **J. J. Goodey, Master's Reference T476/93**, we will sell on Friday, 2 July 1993, at 11:00, on site 302 Jack Hill Flats, Andries Street, Pretoria:

Bachelor's flat overlooking Burgers Park.

*Terms:* 20% (twenty per cent) deposit on the fall of the hammer. (Cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax (012) 324-2215.

#### PHIL MINNAAR BK AFSLAERS

(CK 85/01372/73)

BESTORWE BOEDELVEILING VAN TWEE PRAG LAEVELDSE PLASE MET WONINGS EN LOSGOED TE DISTRIK  
HAZYVIEW

In opdrag van die eksekuteur in boedel wyle **J. J. Reinecke, Boedelnommer 2154/93**, verkoop ons die ondervermelde eiendom en losbates per openbare veiling op:

*Datum:* Maandag, 12 Julie 1993 om 10:30.

*Plek van veiling:* Die plaas Sandford. (Sien ligging.)

*Ligging:* Vanaf Witrivier, ry met die Hazyviewpad tot by T-aansluiting. Draai links, ry tot by Graskopafrit. Draai links en ry vir  $\pm$  5 km. Plaas aan regterhand.

*Beskrywing van eiendom:* Gedeelte 38 ('n gedeelte van Gedeelte 35) van die plaas Sandford 291, Registrasieafdeling KU, Transvaal.

*Groot:* 171,2752 ha.

*Verbeterings:* Hoofwoning bestaan uit drie slaapkamers (hoofslaapkamer met eie badkamer), sit- en eetkamer, TV-kamer met kroeg, studeerkamer, volledige badkamer en kombuis. *Tweede woning* bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers met ingeboude kaste en 'n badkamer.

*Plaas verbeterings:* Verder het die plaas toegeruste boorgat met Eskomkrag, lande waarvan  $\pm$  28 hektaar hooflyn-besproeiing het en twee sement damwalle in spruit wat opstoot, melkstal en 'n stoorkamer met kantoor.

*Losgoed:* Skoffel, Tacoma spuitmasjien, Hatz Mobiel 25' KSB pomp - 12 sproeiers, skottelploeg, 3-tand ripper, dis, skraper, hark, kerwer, hammermeule, sleepwa en Ridge.

In opdrag van die Krediteure, verkoop ons die ondervermelde eiendom per openbare veiling:

*Beskrywing van eiendom:* Resterende gedeelte van Gebied 35 ('n gedeelte van Gebied 34) va die plaas Sandford 291, Registrasieafdeling KU, Transvaal. *Groot:* 208 hektaar.

*Verbeterings:* Hierdie prag plaas het lande van 15 hektaar, Bloekomplantasie van 5 hektaar, ondergrondse pyp besproeiing, klipgroef en 'n spruit wat deur die plaas loop.

*Terme:* 20% (twintig persent) deposito in kontant of bankgewaarborgde tjeek onmiddellik en balans binne 45 dae na bekragtiging. *Losgoed:* Streng kontant of bankgewaarborgde tjeks.

*Afslaersnota:* Hierdie twee eiendomme is aangrensend geleë. Die eerste eiendom se woning is op die hoogste punt geleë met 'n panoramiese uitsig oor die pragtige Oos-Transvaalse bergreeks.

*Navrae en besigtiging:* Mnr. Tienie Snyman by (01317) 6-7338 of skakel ons kantore by (012) 322-8330/1.

Reg voor voorbehoud om enige goedere by te voeg of weg te laat.

Phil Minnaar BK Afslaers, Bus 28265, Sunnyside. Tel 322-8330/1/2. Faks (012) 322-9263.

**PHIL MINNAAR BK AFSLAERS**

(CK 85/01372/73)

**BESTORWE BOEDELVEILING VAN LAEVELDSE WOONHUIS TE SONHEUWEL, DISTRIK NELSPRUIT**

In opdrag van die eksekuteur van die bestorwe boedel **I. I. Ferreira, Boedelnommer 16423/92**, verkoop ons die ondervermelde eiendom per openbare veiling.

*Datum:* Maandag, 12 Juliw 1993 om 13:30.

*Plek van veiling:* Bischoffstraat 13, Sonheuwel, Nelspruit.

*Beskrywing van eiendom:* Erf 363, Sonheuwel, beter bekend as Bischoffstraat 363, Sonheuwel, Nelspruit, Registrasie afdeling JT, Transvaal.

*Groot:* 1 783 m<sup>2</sup>.

*Verbeterings:* Woonhuis bestaande uit drie slaapkamers (hoofslaapkamer het eie badkamer), sit- en eetkamer, kombuis, volledige badkamer, enkel motorhuis, swembad en onthaalarea.

*Terme:* 20% (twintig persent) deposito onmiddellik in kontant of bankgewaarborgde tjek en die balans verseker te word met waarborge binne 45 dae na bekragtiging.

*Navrae:* Skakel ons kantore by (012) 322-8330/1.

*Besigtiging:* Skakel mev. Ferreira van afspraak by (01311) 2-8243 x 2105.

Phil Minnaar BK Afslaers, Bus 28265, Sunnyside. Tel. 322-8330/1/2. Faks (012) 322-9263.

**JAAP VAN DEVENTER AFSLAERS****PUBLIEKE VEILING**

Behoorlik daartoe gemagtig deur die beredderaar van die boedelbystand **P. E. Louw, C. J. Louw en P. E. L. Trust**, sal die ondervermelde roerende bates aangebied word op 9 Julie 1993 om 11:00 te die eiendom:

*A. Bates van P. E. Louw:* John Deere trekker 3140, John Deere trekker 3020, John Deere 9060 stroper, John Deere 9060 stroper (wrak), John Deere 444 plukkerkop, John Deere 444 plukkerkop, John Deere koringtafel, John Deere koringtafel, John Deere 120 ploeg, John Deere 3-tand korsbreker, hooihark en massawa.

*B. Bates van P. E. L. Trust:* Bobaas skoffel, PZ dromsnyer, Soil Master dis, skuurmasjien en veesleepwa.

*Afslaersnota:* Volg asseblief rigtingwysers op dag van veiling. Eiendom is geleë uit Ermelo verby Holiday Inn links op die Amsterdampad ongeveer 4 km uit Ermelo. Rigtingaanwysers sal op dag van veiling aangebring word.

*Voorwaardes van koop:* Kontant of bankgewaarborgde tjek op dag van veiling plus BTW teen 14% (veertien persent) binne 30 (dertig) dae.

*Vir meer besonderhede:* Kontak Hercules Campher (0132) 2-5203 kantoorure of 2-1170 na-ure.

**DIPPENAAR EN BOOYSEN (EDMS.) BPK. SE VENDUSIES**

Behoorlik daartoe gelas deur die Kurators in die insolvente boedels van **H. E. Meiring, Boedelnommer T3989/92, Du Toit Welman, No. T1946/92, B. J. T. Johnson, No. T1665/93, C. S. Smit en J. H. Smit, No. T3916/92, J. Bay Leisure World BK, No. T4017/91**, verkoop ons die ondergenoemde goedere per openbare veiling op Saterdag, 3 Julie 1993 om 10:00 (by ons verkoopslokale te Voortrekkerweg 5, Potgietersrus):

*Voertuie, motorfiets en sleepwaens:* 1988 Cortina 2 l, Mazdabakkie (sonder enjin), Suzuki en Peugeot motorfiets, 4-ton hoëspoed sleepwa, Venter sleepwa, sleepwa en staal motorkap.

*Hoendertoerusting:* 371 staal voerbakke, 132 Spartan waterbakke, 200 Spartan voerbakke, 13 elektriese verwarmers, lêbattery, jonghoender batterye, ens.

*Skoene:* 374 paar nuwe skoene bestaande uit: Leerskoene, velskoene, sandale, kinderskoene, lotlots, damesskoene, barretts boots, ens.

*Meubels ens:* Eetkamerstelle, verskeidenheid lessenaars, gemakstoel, Telefunken TV, videomasjien, Hoover wasmasjien, bababed, kaaft muureenheid, Hi-Fi, tikmasjiene, staalkabinette, platespeler, elektriese waaiers, tuinstoel, naaimasjien, Sharp en Omram kasregisters, kroegstoeltjies, taalrakke, hangkaste, sitkamerstelle, geleentheidstafeltjies, yskas, ens.

*Muntversameling:* Volledige stel Livingston muntie (Rhodesian Honours & Awards stel No. 121).

*Allerlei:* Kuhlmann argitekstekenbord, grassnyer, takelwerk, dieselpomp, Energair kompressor.

*Afslaersnota:* Hierdie aanbod bestaan uit 'n verskeidenheid van items en u moet nie hierdie veiling misloop nie. U sal verseker hier iets vind waarin u sal belangstel.

*Besigtiging:* Die oggend voor die veiling.

*Betalingsvoorwaardes:* Slegs kontant of gewaarmerkte tjeks.

Nadere besonderhede van die afslaers: Dippenaar en Booysen (Edms.) Bpk., Posbus 199, Potgietersrus. Tel 2235 en 2207, na-ure 6427.



**VERED — PUBLIC AUCTION****PANAROMA PRINTING CC, IN LIQUIDATION, MASTER'S REFERENCE T1752/93**

Instructed by the liquidator in the above matter, we will sell by public auction equipment for the printing industry, including reproduction camera, light tables, guillotine, paper stitcher, etc.

*Conditions:* The assets will be sold to the highest accepted bidders.

*Terms:* Cash or bank-certified cheque only. VAT will be added. (R1 000 refundable bank-certified cheque or cash to be lodged on registration.

*Date of sale:* Tuesday, 20 July 1993 at 11:00 at 371 Jan Smuts Avenue, Craighall Park, Johannesburg.

The assets can be viewed day before the auction or by arrangement with the auctioneer. Subject to change without notice.

For further information and to view please phone the auctioneers Vered Estates, P.O. Box 84272, Greenside, 2034. Tel. (011) 646-5432. Fax (011) 486-1618.

**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Ventersdorp, op 23 Julie 1993 om 10:00 voor die Landdroskantoor te Ventersdorp die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 49 ('n gedeelte van Gedeelte 26) van die plaas PALMIETFONTEIN 189, Registrasie Afdeling I.P., Transvaal; *GROOT:* 184,9721 hektaar. Eiendom (1) blykens Akte van transport T1951/1973.

(2) RESTERENDE GEDEELTE van Gedeelte 26 van die plaas PALMIETFONTEIN 189, REGISTRASIE AFDELING I.P., Transvaal; *GROOT:* 185,0497 hektaar. Eiendom (2) blykens Akte van Transport T67339/1989. Eiendomme (1) en (2) geregistreer in die naam van DAVID HERCULAAS DU TOIT.

(3) GEDEELTE 13 ('n gedeelte van Gedeelte 1) van die plaas ROODEKOP 229, Registrasie Afdeling I.P., Transvaal; *GROOT:* 104,3142 hektaar. Eiendom (3) blykens Akte van Transport T71783/1988 geregistreer in die naam van SUSANNA JOHANNA EVERTINA DU TOIT.

Titelakte no. T67339/1989 sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

*Eiendomme (1) en (3):* 9 km suidoos van Ventersdorp.

*Eiendom (2):* 14 km suidoos van Ventersdorp.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

*Eiendom (1)* 2 Woonhuise, dubbelmotorhuis en 3 store. Veakerend omhein en verdeel in kampe. 4 Boorgate, 2 sementdamme, opgaartenk en 4 suipkrippe.

*Eiendom (2)* Woonhuis, dubbelmotorhuis, 2 store en melkstal. Veakerend omhein en verdeel in kampe. 3 Boorgate, 3 sementdamme en suipkrippe.

*Eiendom (3)* Woonhuis, toor, motorhuis en buitegeboue. Veakerend omhein en verdeel in kampe. 3 Boorgate, 3 sementdamme en suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooporeenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, kooporeenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMERS: AHAF 01285 04G, AHAF 03029 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 24 Junie 1993.

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: F. GEYSER, MASTER'S REFERENCE T660/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 12 Laurie Road, Iliondale, District of Edenvale, Transvaal, on Tuesday, 6 July 1993 at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: C. C. SAMONS, MASTER'S REFERENCE T3434/92**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 52 Jesmond Avenue, Nancefield Industrial Township, District of Johannesburg, Transvaal, on Thursday, 6 July 1993, commencing at 10:30: Half share only of light industrial buildings.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: J. J. NORTIER, MASTER'S REFERENCE T386/93**

Duly instructed by the trustee in the above-mentioned estate, we will sell by public auction, on site at 22 Kemp Street, Westonaria, District of Westonaria, Transvaal, on Monday, 5 July 1993 at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: V. G. MORA, MASTER'S REFERENCE T864/93**

Duly instructed by the trustee in the above-mentioned estate, we will sell by public auction, on site at Flat 23, Baltimore Mansions, corner of F. W. Beyers and Van Rhijn Streets, District of Vanderbijlpark, Transvaal, on Thursday, 8 July 1993 at 10:30: A one-bedroomed flat.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: H. J. VAN DER BERG, MASTER'S REFERENCE T1115/93**

Duly instructed by the trustee in the above-mentioned estate, we will sell by public auction, on site at 59 Lebombo, we will sell by public auction, on site at 59 Lebombo Avenue, Vaalpark, District of Sasolburg, Orange Free State, on Thursday, 8 July 1993, at 12:30: A four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax: (011) 789-4369.

**LIKIDITER AFSLAERS BK**

(Reg. No. 88/05012/23)

In opdrag van die Kurator in die insolvente boedel **B. Papas, Meestersverwysing T58/93**, asook die eienaar sal ons die ondervermelde onroerende eiendomme per publieke veiling verkoop op: Donderdag, 22 Julie 1993 om 11:00, op die klein-hoewe:

1. Restant van Gedeelte 9 ('n gedeelte van Gedeelte 4) van die plaas Highlands 115, Registrasieafdeling JU, Transvaal. Groot: 6,5105 hektaar.

2. Gedeelte 1 van Erf 1229, Uitbreiding 7, Witrivier. Groot: 2 250 m<sup>2</sup>.

*Verkoopvoorwaardes:* 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod en die balans by wyse van geskikte waarborge binne 30 dae na bekragtiging, wat sal plaasvind onmiddellik na die veiling.

Likiditer Afslaers BK, Johannastraat 6, Florentia, Alberton. Tel. (011) 907-8887.

**AUCOR (PTY) LTD**

**Supreme Holdings Ltd, Master's Reference T4813/92:** Duly instructed thereto by the liquidators, the Aucor group will sell on Wednesday, 17 July 1993 at 10:30 at 14 Samantha Road, Strydom Park, Randburg:

Quality furniture, managerial, clerical and secretarial office furniture, filing and storage cabinets, excellent oversized boardroom suites, leather reception suites, computers, various office equipment, etc.

*Viewing:* Day prior to sale from 9 am to 4 pm or by appointment.

*Terms:* Deposit of R1 000 (cash or bank-guaranteed cheque) is required on registration. The balance (cash or bank-guaranteed cheque) on the day of the sale. Buyers being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT. All cheques must be cleared before goods will be released.

The above is subject to change without prior notice.

For further listings please contact the auctioneers: Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2028. Tel. (011) 402-5775. Fax (011) 402-6766.

#### **PARK VILLAGE AUCTIONS**

**ALOE'S MOTORS (PTY) LTD, IN PROVISIONAL LIQUIDATION, MASTER'S REFERENCE T1310/93**

**ALOE'S EXECUTIVE CARS (PTY) LTD, IN PROVISIONAL LIQUIDATION, MASTER'S REFERENCE T1309/93**

Duly instructed by the joint provisional liquidators in the above-mentioned matters, we will sell by public auction, on site at corner of Beatty Avenue and Paul Kruger Street, Witbank, District of Witbank, Transvaal, on Wednesday, 7 July 1993, commencing at 10:30: (Stand 100), showroom with offices.

For further particulars contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

#### **ELDORADO AGENTSAPPE BK**

##### **LOS GOEDERE VEILING**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **P. B. Kluge, Meestersverwysing T2549/92**, sal ons die volgende roerende bates verkoop per openbare veiling op Vrydag, 2 Julie 1993 om 11:00:

Karet bagasiewaentjie, staal geweerkluis, oorspronklike skildery, Geelhout laaikas, wasskildery, "St Pauls Cathedral", antieke kaarttafel, wasskildery "The Rows Chester", twee antieke stoele, antieke boekekas met glasdeure, Kiaat lessenaar-tjie en 'n 1987 Volkswagen Mikrobus (defek).

*Plek van veiling:* Eindstraat 9, Groblersdal. Kyk uit vir ons veilingsaanwysers.

*Terme:* Kontant of bankgewaarmerkte tjeks op dag van veiling.

*Navrae:* ELDORADO AGENTSAPPE BK. Tel. (01202) 3068, Benau Viljoen.

*Afslaer:* Tex Brink.

#### **PARK VILLAGE AUCTIONS**

**ALOE'S MOTORS (PTY) LTD, IN PROVISIONAL LIQUIDATION, MASTER'S REFERENCE T1310/93**

**ALOE'S EXECUTIVE CARS (PTY) LTD, IN PROVISIONAL LIQUIDATION, MASTER'S REFERENCE T1309/93**

Duly instructed by the joint provisional liquidators in the above-mentioned matters, we will sell by public auction, on site at Beatty Avenue, Witbank, District of Witbank, Transvaal, on Wednesday, 7 July 1993, commencing at 10:30: (Stand 81), workshop with adjoining spares sales department.

For further particulars contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

#### **POTGIETERSRUS AFSLAERS**

##### **VEILING VAN ONROERENDE EIENDOM BESTAANDE UIT ERF MET WOONHUIS**

In opdrag van die Kurator van die insolvente boedel **J. H. Viljoen, Meestersverwysing T3280/92**, sal die volgende onroerende eiendom per openbare veiling verkoop word op 9 Julie 1993 om 11:00 te Van Riebeeckstraat 83, Potgietersrus, onderhewig aan die verkoopvoorwaardes wat direk voor die aanvang van die veiling gelees sal word en ter insae is by die afslaers:

Gedeelte 1 van Erf 121, geleë in die dorp Piet Potgietersrust, Registrasieafdeling KR, Transvaal.

Groot: 1 487 (eenduisend vierhonderd sewe en tagtig) vierkante meter.

Die eiendom bestaan uit 'n erf, toegerus met 'n woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, TV-kamer, twee badkamers, kombuis, klein kantoor/studeerkamer en ingangsportaal.

Buitegeboue bestaande uit bediendekamer met toilet en toesluit garage. Die eiendom is ten volle omhein. Sonverhittingstelsel.

Potgietersrus Afslaers, Munpengebou, Eerste Verdieping, Voortrekkerweg 80; Posbus 999, Potgietersrus, 0600. Tel. (01541) 3187, 3188, 3192, 3263.

#### **J C BURCHMORE (PTY) LTD**

**ORIGINALS DESIGN STUDIO CC, IN LIQUIDATION, MASTER'S REFERENCE T2166/93**

Public auction of assets in the above matter to take place at 56A Gemsbok Street, Koedoespoort, Pretoria, on Wednesday, 7 July 1993 at 10:30.

*Terms:* Cash or bank-certified cheques only.

The auctioneers, J. C. Burchmore (Pty) Ltd, 2 Sixth Street, Wynberg. Tel. 786-5570. Fax 885-1722.



**AUCOR (PTY) LTD****PUBLIC AUCTION — NORTHAM**

IN THE MATTER OF INSOLVENT ESTATE **ARCADIA AGENCIES, MASTER'S REFERENCE T5198/92**, 30 PRIME STANDS TO BE SOLD AT NORTHAM HOTEL, MIDDELWIT STREET, ON WEDNESDAY, 30 JUNE 1993 AT 10:30.

Duly instructed by the trustee, we will hereby sell these properties without reserve:

*Description and size of erven:* Erf 271, 1 748 m<sup>2</sup>; Erf 273, 1 952 m<sup>2</sup>; Erf 274, 1 955 m<sup>2</sup>; Erf 275, 1 988 m<sup>2</sup>; Erf 276, 3130051 961 m<sup>2</sup>; Erf 277, 1 964 m<sup>2</sup>; Erf 278, 1 949 m<sup>2</sup>; Erf 281, 1 920 m<sup>2</sup>; Erf 282, 1 920 m<sup>2</sup>; Erf 283, 1 920 m<sup>2</sup>; Erf 284, 1 920 m<sup>2</sup>; Erf 285, 1 902 m<sup>2</sup>; Erf 288, 1 976 m<sup>2</sup>; Erf 289, 1 979 m<sup>2</sup>; Erf 290, 1 982 m<sup>2</sup>; Erf 291, 1 986 m<sup>2</sup>; Erf 296, 2 148 m<sup>2</sup>; Erf 303, 2 061 m<sup>2</sup>; Erf 304, 2 061 m<sup>2</sup>; Erf 305, 2 016 m<sup>2</sup>; Erf 306, 2 016 m<sup>2</sup>; Erf 308, 2 016 m<sup>2</sup>; Erf 309, 2 016 m<sup>2</sup>; Erf 310, 2 016 m<sup>2</sup>; Erf 315, 2 121 m<sup>2</sup>; Erf 316, 2 183 m<sup>2</sup>; Erf 318, 2 121 m<sup>2</sup>; Erf 319, 2 121 m<sup>2</sup>; Erf 322, 2 088 m<sup>2</sup>.

*Directions:* In Northam, in Middelwit Street, Northam Hotel is on the left. Auction held in the conference room.

*View:* Open for viewing.

*Terms:* A 20% (twenty per cent) deposit (cash or bank-guaranteed cheque) on the fall of the hammer. There is a 7-day confirmation period. The balance must be paid by suitable guarantees within 30 days of confirmation of sale.

For further details please contact Aucor Auctioneers, Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. Tel. (012) 342-2041, 342-3502/5/11. Fax (012) 342-2042.

**PWV AFSLAERS BK****INSOLVENTE BOEDELVEILING**

Namens die Kurator van insolvente boedel **D. J. van den Heever, Meestersverwysing T997/93**, verkoop ons die onderstaande eiendom per openbare veiling te Erf 355, Geelhoutpark, Rustenburg, ook bekend as Magnoliastraat 24, Geelhoutpark, op 9 Julie 1993 om 10:30:

*Groot:* 1 200 vierkante meter.

*Verbeterings:* Volledige drieslaapkamerwoning, buitekamer en toilet, twee motorhuise, braaigeriewe, boorgat (nie toege-rus).

*Terme:* 15% (vyftien persent) deposito en waarborg binne 30 dae.

*Besigtiging:* 7 en 8 Julie 1993 (08:30-16:30).

*Navrae:* mnr. Jordaan, PWV Afslaers BK. Tel. (012) 21-5636.

**PHIL MINNAAR BK AFSLAERS**

(CK 85/01372/73)

**INSOLVENTE BOEDELVEILING VAN 'N PRAGTIGE VAKANSIEWONING MET ASEMROWENDE UITSIG OOR KAAP ST. FRANCIS, ST. FRANCIS BAAI**

In opdrag van die Kurator in die insolvente boedel **A. P. Smuts, Meestersverwysing T888/93**, verkoop ons die onder-vermelde woning per openbare veiling op:

*Datum:* Saterdag, 17 Julie 1993 om 12:00.

*Plek van veiling:* Esmereldastraat 63, Santareme, St. Francis.

*Groot:* 1 210 m<sup>2</sup>.

*Verbeterings:* Bestaan uit vier slaapkamers (hoofslaapkamer met eie badkamer en aantrekkamer), eetkamer, TV-kamer, oopplan kombuis, volledige badkamer, toorkamer, dubbelmotorhuis, onthaalarea en uitkyktoring.

*Besigtiging:* Skakel mnr. Von Bratt by (0423) 94-0241.

*Terme:* 20% (twintig persent) deposito onmiddellik in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

*Afslaersnota:* Hierdie moderne argitekbeplande pragwoning is op een van die hoogste punte langs die kus geleë met 'n idilliese noordelike uitsig asook oor St. Francis Baai.

*Navrae:* Skakel ons kantore by (012) 322-8330/1.

**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HANKEY op 20 Julie 1993 om 10:00 voor die Landdroskantoor te HANKEY die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 28 ('n gedeelte van Gedeelte 22) van die plaas Onverwacht nr. 12 in die Afdeling van Humansdorp GROOT: 51,3950 hektaar.

(2) Restant van Gedeelte 5 van die plaas Bank Kop nr. 32 in die Afdeling van Humansdorp GROOT: 126,2522 hektaar.

(3) Gedeelte 11 van die plaas Onverwacht nr. 12 in die Afdeling van Humansdorp GROOT: 190,1501 hektaar.

Blykens Akte van Transport T8001/1986 in die naam van ANTON JOHAN VENTER.

Ligging van hierdie eiendomme:— 30 km wesnoordwes van Patensie.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (3) Voorafvervaardigde woonhuis, sinkstoor en enjinkamer.

Eiendomme (1) tot (3) Veekerend omhein en verdeel in kampe.

Watervoorraad Eiendomme (1) tot (3) Grondnam en Ysrivier.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoninsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DEAG 03364 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 23 Junie 1993.

**PHIL MINNAAR BK AFSLAERS**

(CK 85/01372/73)

**BESTORWE BOEDELVEILING VAN VAKANTE ERF TE WAVE CREST, JEFFREYSBAAI**

In opdrag van die eksekuteur in boedel wyle **G. S. Currie, Meestersverwysing 1239/88**, verkoop ons ondergemelde eiendom per openbare veiling op:

*Datum:* Saterdag, 17 Julie 1993 om 14:00.

*Plek van veiling:* Sand Olivestraat 14, Wave Crest, Jeffreysbaai.

*Beskrywing van eiendom:* Erf 1472, Wave Crest, beter bekend as Sand Olivestraat 14, Wave Crest, Jeffreysbaai. *Groot:* 600 m<sup>2</sup>.

*Verbeterings:* Hierdie is 'n onontwikkelde erf — geen verbeterings is aangebring nie.

*Terme:* 20% (twintig persent) deposito en balans binne 45 dae na bekragtiging.

*Verdere navrae:* Skakel ons kantore by (012) 322-8330/1.

**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, EXCELSIOR op 23 Julie 1993 om 10:00 voor die Landdroskantoor te EXCELSIOR die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 2 van die plaas RAPUISKOP 92, distrik Thaba 'Nchu GROOT: 218,1570 hektaar

(2) Die plaas ECCLESTON 716, distrik Thaba 'Nchu GROOT: 368,2531 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T4112/1990 in die naam van JOSEF ADRIAAN COETSEE

Ligging van hierdie eiendomme:— 10 km oos van Tweespruit

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

**Eiendom (1)**

Woonhuis, 2 buitekamers, rondawel, buitegebou met store, skuur met toegeboorde afdakke en 4 arbeidershuise. Vee-kerend omhein en verdeel in kampe. 3 Boorgate, sementdam en 3 gronddamme.

**Eiendom (2)**

Woonhuis, melkstal, 7 silo's, 3 skure, 2 afdakke, 2 store, waskamer met afdak, dip, rondawel, varkhokke, skoolgebou, kerk en 11 arbeidershuise. Veekeerend omhein en verdeel in kampe. 2 Boorgate, 2 sementdamme, 4 gronddamme en 5 suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitude en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(D) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAG 04732 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 24 Junie 1993.

**MEYER AFSLAERS BK**

(CK 91/13027/23)

**INSOLVENTE BOEDELVEILING VAN PRAGTIGE RUIM SEMI-DUBBELVERDIEPING FAMILIEWONING PLUS WOONSTEL MET SEE UITSIG TE PORT EDWARD, NATAL. ± 5 KM VANAF DIE WILDEKUS CASINO ASOOK HUISHOUDELIKE MEUBELS EN 1985 VOLKSWAGEN JEEP.**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **J. J. Goodey, Meestersverwysing T476/93**, verkoop ons per publieke veiling, onderhewig aan bekragtiging, die volgende eiendom:

Lot 387, geleë te Cardiffweg 1, Port Edward, Natal.

Grootte: 2 023 vierkante meter.

**Verbeterings:** Ingangsportaal, sitkamer, eetkamer, kombuis, waskamer, drie slaapkamers, twee badkamers, aparte toilet, motorhuis, motorafdak, bediendekamer met geriewe, plaveisel, patio, netjiese tuin, toorkamer, braai area PLUS: Woonstel: Slaapkamer/woonvertrek, kombuis, badkamer.

**Plek:** Op die perseel: Cardiffweg 1, Port Edward, Natal.

**Datum en tyd:** Saterdag, 10 Julie 1993 om 10:00.

**Afslaersnota:** Pragtige ruim familiewoning. Beslis die moeite werd.

**Verkoopvoorwaardes:** 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

**Roerende bates:** Huishoudelike meubels en 1985 Volkswagen Jeep.

**Verkoopvoorwaardes:** Streng kontant of bankgewaarborgde tjeks by toeslaan van bod.

**Besigtiging:** Daagliks of reël met afslaers.

**Verdere navrae:** Skakel afslaers: Anna van der Watt. Tel. (012) 323-7821 of (012) 43-4642 na-ure.



# IMPORTANT!!

## Placing of languages:

### *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1992 to 30 September 1993, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

—oOo—

# BELANGRIK!!

## Plasing van tale:

### *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1992 tot 30 September 1993 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*









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## TABLE OF CONTENTS

### LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES .....	10
Sales in execution:	
Provinces: Transvaal.....	10
Cape.....	125
Natal.....	184
Orange Free State .....	214
Public auctions, sales and tenders .....	224

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## INHOUDSOPGAWE

### WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE.....	10
Geregtelike verkope:	
Provinsies: Transvaal.....	10
Kaap.....	125
Natal.....	184
Oranje-Vrystaat .....	214
Openbare veilings, verkope en tenders.....	224

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# Belangrik

Maak uself deeglik vertrouwd met die  
**"Voorwaardes vir Publikasie"**

van wetlike kennisgewings in die Staatskoerant,  
asook met die nuwe tariewe wat daarmee in  
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