

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 337

PRETORIA, 30 JULY  
JULIE 1993

No. 15013

***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
<i>N.B.:</i> 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
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	
<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****Gestandaardiseerde kennisgewings**Tarief per  
plasing

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, toe- gevoeg 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

**Nie-gestandaardiseerde kennisgewings****DRANKLISENSIE-KENNISGEWINGS** in buitengewone *Staatskoerant*:

Alle provinsies verskyn op eerste Vrydag van elke kalendermaand..... 38,10

*(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)***GEREGETELIKE EN ANDER OPENBARE VERKOPE:**

Geregetelike 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

**LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS**..... 40,30**MAATSKAPPYKENNISGEWINGS:**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**ORDERS VAN DIE HOF:**

Voorlopige en finale likwidasies of sekwestrasies..... 67,10

Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking..... 178,80

Geregetelike besture, *curator bonis* en soortgelyke en uitgebreide bevele *nisi*..... 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, paragraaf 10 (2), voorgeskryf:

Number of words in copy Aantal woorde in kopie	One insertion Een plasing	Two insertions Twee plasinge	Three insertions Drie plasinge
	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.

### SLUITINGSTYF 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 sluitingstyd 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 kansellaties 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 "Woordetal-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 onderstreep 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 ONGEKANSELEERDE INKOMSTESEËLS.

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 uncancelled 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 kansellasië 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 verkoopprijs 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

##### KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitsprake van die Landroshof van Vanderbijlpark en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 27 Augustus 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark:

Eksekusieskuldeiser: **Nedcor Bank Bpk.**, voorheen bekend as Nedperm Bank Bpk.

*Verkoopvoorwaardes:*

1. Die eiendomme sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet No. 32 van 1944, soos gewysig en die regte van verbandhouders en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne 14 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju-Landdroshof te Vanderbijlpark betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju-Landdroshof te Vanderbijlpark en by die Eiser se prokureurs en sal deur die Balju voor die verkoping uitgelees word.

4. Die eiendomme word verkoop onderworpe aan die terme en titelvoorwaardes daarvan.

5. Verbeterings hieronder vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

*Saak No.: 1702/89.*

*Vonnisskuldenaar: Jankie Peter Hlalele.*

*Eiendom:* Alle reg, titel en belang in die huurpag ten opsigte van Perseel 5794 in die dorpsgebied Sebokeng, Eenheid 12, Registrasieafdeling IQ, Transvaal.

*Groot:* 323 vierkante meter.

*Verwysing:* P9/348.

*Beskrywing:* Twee slaapkamerhuis met sitkamer, kombuis en bediendekamer.

*Saak No.: 2968/92.*

*Vonnisskuldenaar: Gert Nel Els.*

*Eiendom:* Hoewe 234, geleë in die Rosashof-landbouhoewes-uitbreiding 2, Registrasieafdeling IQ, Transvaal.

*Groot:* 2,1242 hektaar.

*Verwysing:* P2/55.

*Beskrywing:* Vyf slaapkamerhuis met sitkamer, eetkamer, kombuis, gesinskamer, twee badkamers en twee stoorkamers.

Gedateer te Vanderbijlpark op hede die 12de dag van Julie 1993.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

**Case 790/93**

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Vernon Benjamin Tennant**, and **Aletta Johanna Tennant**, Defendants

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 23 March 1993 will be sold in execution on Friday, 20 August 1993 at 10:00, in front of the Court-house, Fox Streetentrance, Johannesburg Magistrate's Court, Johannesburg, to the highest bidder:

All right, title and interest in Erf 80, Suideroord Township, Registration Division IR, Transvaal, in extent 1 619 (one thousand six hundred and nineteen) square metres.

Situate at 12 Dirkie Street, Suideroord, Johannesburg.

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

Residence, single storey dwelling, detached, walls: brick face, roof: Tiles, floors: Fitted carpets and tiles, rooms: Lounge, kitchen, three bedrooms, bathroom, shower, two toilets, outbuildings: Garage and toilet, boundary: Brick walls, concrete walls, other improvements: Tralling, paving, patios and alarm.

*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, Turfontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 12th day of July 1993.

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/349.) (Docex: DX.571.)

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**Case 126899/93**

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Stanley Gerhard Willemse**, and **Patricia Eileen King**, 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 9 June 1993 will be sold in execution on Friday, 20 August 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 Erf 534, Regents Park Estate Township, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situate at 43 Frieda Street, Regents Park, Johannesburg.

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

Residence, single storey dwelling, detached, walls: Brick, plaster, roof: Corrugated iron, floors: Fitted carpets and tiles, Marley, rooms: Lounge, kitchen, four bedrooms, bathroom, showers and toilet, outbuildings: Garage, servant's toilet, laundry, boundary: Concrete walls. Other improvements: Swimming-pool, walling and paving.

*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, Turfontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 12th day of July 1993.

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/321.) (Docex: DX.571.)

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**Case 4849/93**

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Lazarus Ngobeni**, First Defendant, and **Mamaila Sarah Ngobeni**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 4 June 1993 and warrant of execution dated 11 June 1993, the following property will be sold in execution on 19 August 1993 at 10:00, at the offices of the Magistrate's Court, 8 Park Street, Kempton Park:

All the Defendants right title and interest in the leasehold in respect of Erf 563, Maokeng Extension 1 Township, Registration Division IR, Transvaal.

*Improvements:* Single story brick under tile, dining-room, two bedrooms, kitchen, bathroom, toilet and wire fence.

Known as Erf 563, Maokeng Extension 1, Tembisa, District of Kempton Park.

*Terms and conditions:*

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale, and the unpaid balance within 14 (fourteen) days, shall be paid by a bank or building society guarantee.

*Conditions:* The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court Office, Kempton Park.

Dated at Benoni on the 9th day of July 1993.

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 54-0921.) (Ref. Mrs Bluett/N1151.)

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**Case 4850/93**

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Sipho Sydney Mzile**, First Defendant, and **Dimakstso Elizabeth Mzile**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 4 June 1993 and warrant of execution dated 11 June 1993, the following property will be sold in execution on 19 August 1993 at 10:00, at the offices of the Magistrate's Court, 8 Park Street, Kempton Park:

All the Defendants rights, title and interest in the leasehold in respect of Erf 839, Maokeng Extension 1 Township, Registration Division IR, Transvaal.

*Improvements:* Single storey brick under tile, lounge, two bedrooms, kitchen, bathroom, toilet and wire fence, known as Erf 839, Maokeng Extension 1, Tembisa, District of Kempton Park.

*Terms and conditions:*

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale, and the unpaid balance within 14 (fourteen) days, shall be paid by a bank or building society guarantee.

*Conditions:* The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Kempton Park.

Dated at Benoni on the 9th day of July 1993.

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, P.O. Box 356, Benoni, 1500. (Tel. 54-0921.) (Ref. Mrs Bluett/N1149.)

**Saak 6357/92**

IN DIE LANDDROSHOF VIR DIE DISTRIK WONDERBOOM GEHOU TE PRETORIA-NOORD

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **C. J. P. Steynberg**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 15 Desember 1992, sal die onderstaande eiendom op 13 Augustus 1993 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van Erf 68, geleë in die dorpsgebied Wolmer, Registrasieafdeling JR, Transvaal, bekend as Broodrykstraat 489, Wolmer.

*Beskrywing:* Woonhuis bestaande uit sitkamer, kombuis, toilet, badkamer, drie slaapkamers, motorafdak en bediende toilet.

*Verbandhouer(s):* S.A. Perm, Pretoriusstraat 200, Pretoria.

*Terme:* Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontant deposito van 10% (tien persent) van die koopprijs 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 6de dag van Julie 1993.

Dyason, Eiser se Prokureurs, Leopontgebou, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis.)

**Case 7869/93  
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 **Zondo Lulu Daniel**, 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, Boksburg, on 13 August 1993 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 883, situated in the Township of Dawn Park Extension 2, Registration Division IR, Transvaal, being 7 Nancy Street, Dawn Park Extension 2, Boksburg, measuring 876 (eight hundred and seventy-six) 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, three bedrooms and bathroom with outbuildings with similar construction comprising of garage, car-port, 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, 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 on this 7th day of July 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/cb.)

Case 10873/93  
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 **Simon, Leslie John**, First Execution Debtor, and **Simon, Dawn Theresa**, 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, Alberton, on 18 August 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, Alberton, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain Erf 2003, situated in the Township of Albertsdal Extension 7, Registration Division IR, Transvaal, being 75 Strydpoot Street, Albertsdal Extension 7, Alberton, measuring 1 805 (one thousand eight hundred and 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 tiled roof, comprising kitchen, lounge/dining-room, three bedrooms and bathroom with outbuildings with similar construction comprising of 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, 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 on this 9th day of July 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/cb.)

Case 8575/93  
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 **Lima, Frederico**, First Execution Debtor, and **Lima, Elmarie Charmaine**, 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 19 August 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:* Erf 86, situated in the Township of Mulbarton, Registration Division IR, Transvaal; being 17 Blakeney Avenue, Mulbarton, Johannesburg.

*Measuring:* 1 128 (one thousand one hundred and twenty-eight) 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, study, scullery, toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising of garage, carport, servant's room, toilet, laundry, store-room 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 on the 9th day of July 1993.

B. W. Webber, for Ramsay, Webber & Company, 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.)

Saak 3395/93

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

In die saak tussen **Saambou Nasionale Bouvereniging**, Eiser, en **Albert Khambule**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die Baljukantore te Klaburnhof, Ockersesstraat 22B, Krugersdorp, op 18 Augustus 1993 om 10:00, van die ondergemelde eiendom van die Verweerder en die verkoopvoorwaardes sal deur die afslaer gelees word ten tye van die verkoping, welke voorwaardes by die kantore van die Balju, naamlik Krugersdorp, voor die verkoping ter insae sal lê:

Die eiendom staan ook bekend as Erf 11543, Kagiso-uitbreiding 6, Krugersdorp.

Erf 11543, Kagiso-uitbreiding 6, Krugersdorp, groot 312 (driehonderd en twaalf) vierkante meter.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie:

*Verbeterings:* Sitkamer, badkamer, drie slaapkamers, gang en kombuis.

*Terme:* 10% (tien persent) van die koopprys in kontant op die dag van verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank- of bougenootskap- of ander aanneembare waarborg binne dertig (30) dae vanaf datum van verkoping verskaf word. Afslaerskommissie van 4% (vier persent) op die koopprys sal deur die koper betaal word.

Gedateer te Krugersdorp op hede die 8ste dag van Julie 1993.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3) (Verw. mev. Van der Merwe/cb/B11627/CS0172.)

**Saak 3191/93**

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

In die saak tussen **Saambou Nasionale Bouvereniging**, Eiser, en **Job Padi**, Eerste Verweerder, en **Mamotho Obeta Mhiko**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die Baljukantore te Klaburnhof, Ockersestraat 22B, Krugersdorp, op 18 Augustus 1993 om 10:00, van die ondergemelde eiendom van die Verweerder en die verkoopvoorwaardes sal deur die afslaer gelees word ten tye van die verkoping, welke voorwaardes by die kantore van die Balju, naamlik Krugersdorp, voor die verkoping ter insae sal lê:

Die eiendom staan ook bekend as Gedeelte 3, Erf 7229, Kagiso, Krugersdorp, groot 266 (tweehonderd ses-en-sestig) vierkante meter.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie:

*Verbeterings:* Sitkamer, badkamer, twee slaapkamers, gang en kombuis.

*Terme:* 10% (tien persent) van die koopprys in kontant op die dag van verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank- of bougenootskap- of ander aanneembare waarborg binne dertig (30) dae vanaf datum van verkoping verskaf word. Afslaerskommissie van 4% (vier persent) op die koopprys sal deur die koper betaal word.

Gedateer te Krugersdorp op hede die 8ste dag van Julie 1993.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3) (Verw. mev. Van der Merwe/cb/B11696/CS0175.)

**Case 3912/93  
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 **Lane, Carol Denise**, 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 office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 August 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

*Certain:* Portion 7 of Lot 303, situated in the Township of Highbury, Registration Division IR, Transvaal; being 7 Dinsdale Street, Highbury, Vereeniging.

*Measuring:* 9 402 (nine thousand four hundred and two) square metres.

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

A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, study, three bedrooms, two and a half bathrooms with outbuildings with similar construction comprising of 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 on the 8th day of July 1993.

B. W. Webber, for Ramsay, Webber & Company, 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.)

Saak 7140/90

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

In die saak tussen **ABSA Bank Bpk.**, No. 86/04794/06 (Allied Bank Divisie), Eiser, en **D. C. Botha**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantore van die Landdroshof, Begemanstraat, Heidelberg, op 20 Augustus 1993 om 10:00:

Sekere Gedeelte 89 (gedeelte van Gedeelte 7) van die plaas Koppiesfontein 478, Registrasieafdeling IR, Transvaal, groot 1,9110 hektaar.

*Verbeterings:* Onverbeter.

*Terme:* Een tiende van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 16% (sestien persent) per jaar, vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank- of bouvereniging- of ander aanvaarbare waarborg. Sodanige waarborg moet verstrekkend word aan die Balju, Landdroshof te Heidelberg, binne veertien (14) dae vanaf datum van verkoping.

*Voorwaardes:* Die volgende voorwaardes van die verkoping lê ter insae by die Balju van die Landdroshof te Heidelberg.

Gedateer te Vereeniging hierdie 15de dag van Julie 1993.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Posbus 415, Vereeniging.

Case 3257/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ranzo Daniel Ditsego**, First Defendant, and **Hellen Ditsego**, Second Defendant

On 13 August 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 19652, Vosloorus Extension 29, Registration Division IR, Transvaal, situated at 19652 Vosloorus Extension 29, Boksburg.

*Improvements:* Detached single storey brick residence, vandalised and incomplete.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus 4% (four per centum) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

Full conditions can be inspected at the Sheriff's Office and will be read out prior to the sale.

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00799.)

Case 1934/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Thokozile Merriam Mdhuli**, First Defendant, and **Mphiwa George Radebe**, Second Defendant

On 13 August 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 688, Vosloorus, Registration Division IR, Transvaal, situated at 688 Kganane Street, Vosloorus, Boksburg.

*Improvements:* Detached single storey brick residence consisting of two bedrooms, lounge, kitchen and outbuildings comprising two garages.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus 4% (four per centum) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

Full conditions can be inspected at the Sheriff's Office and will be read out prior to the sale.

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00810.)

**Case 140/93**

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Richard Wagner**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 1 February 1993, the following property will be sold in execution on Friday, 20 August 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 157, Discovery Township, Registration Division IQ, Transvaal, in extent 1 115 (one thousand one hundred and fifteen) square metres, held by Deed of Transfer T33571/1986.

Known as 22 Wemmer Drive, Discovery, District of Roodepoort, upon which is erected a detached dwelling of brick walls under an iron roof, said to contain a lounge, family room, dining-room, study, four bedrooms, kitchen, two bathrooms, outside room, outside store-room and garage, in regard to which, however, nothing is guaranteed.

*Terms:* R5 000 or 10% (ten per centum) 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.

8 July 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk & Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/930030/12178.)

**Case 10266/93  
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 **Aldrich, Colin Wilfred**, 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 19 August 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:

*Certain:* Remaining Extent of Erf 61, situated in the Township of Oriel, Registration Division IR, Transvaal; being 14 Banksia Avenue, Oriel, Bedfordview.

*Measuring:* 2 427 (two thousand four hundred and twenty-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, family room, pantry, dressing-room, four bedrooms, two and a half bathrooms with outbuildings with similar construction comprising of two garages, two servants' rooms, toilet, laundry 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 on the 6th day of July 1993.

B. W. Webber, for Ramsay, Webber & Company, 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 12440/93  
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 **Venter Petrus Cornelius**,  
First Execution Debtor, and **Venter Christinna Maria**, 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, Roodepoort, on 20 August 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

*Certain:* Erf 110, situated in the Township of Roodepoort North, Registration Division IQ, Transvaal, being 31 Seventh Avenue, Roodepoort North.

*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 entrance-hall, kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of 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 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 on the 5th day of July 1993.

Ramsay, Webber & Company, 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/cb.)

Case 13873/93  
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 **Edwards, Brian Joseph**,  
First Execution Debtor, and **Edwards, Diana Mary**, 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 office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 August 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

*Certain:* Remaining Extent of Lot 1082 and Lot 1083, situated in the Township of Henley On Klip, Registration Division IR, Transvaal, being 1083 Regatta Road, Henley On Klip, Vereeniging.

*Measuring:* 2 032 (two thousand and thirty-two) and 4 064 (four thousand and sixty-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, entrance-hall, bar, family room, study, jacuzzi, dressing-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room, bathroom, toilet, store-room, pool room 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 on the 6th day of July 1993.

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

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

In the matter between **NBS Bank Ltd**, No. 87/01384/06, Plaintiff, and **Soja William Leopeng**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 20 January 1993 and subsequent warrant of execution, the following property will be sold in execution on 20 August 1993 at 09:00, at the offices of the Magistrate, Nigel, namely:

Erf 8557, Duduza.

Kindly further take notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Nigel, and contain *inter alia* the following provisions:

1. Ten per centum (10%) of 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 Nigel on the 5th day of July 1993.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mrs Ras/N749.)

Case 9486/93  
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 **Wolpert, Vernon**, 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, Springs, on 13 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, Springs, 56 12th Street, Springs, prior to the sale (short description of property, situation and street number):

Certain Section 11, as shown and more fully described on Sectional Plan No. SS 14/1978, in the scheme known as Clubview, situated in the Township of Selection Park, being 11 Clubview, 7 Hills Road, Selection Park, Springs. 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, measuring 185 (one hundred and eighty-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A duplex flat with iron roof, comprising kitchen, lounge/dining-room, entrance hall, two toilets, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two carports. The common property comprising servant's room, toilet and shower.

*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 22nd 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 4148/93  
PH 342

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

In the matter between **Escom**, Plaintiff, and **Tshabalala: Paulus Makhubo**, Defendant

The undermentioned property will be sold on 20 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, in execution of a judgment obtained in the above matter on 23 March 1993:

The Defendant's right, title and interest in and to the leasehold of Erf 16457, Vosloorus Extension 4 Township, Registration Division IR, Transvaal, measuring 377 (three hundred and seventy-seven) square metres, held under Certificate of Registered Grant of Leasehold TL47027/1989, and situated at 16457 Vosloorus Extension 4, Boksburg (the property).

2. The improvements to the property consist of the following although nothing is guaranteed: Lounge, kitchen, three bedrooms, bathroom and toilet.

*Terms:*

3. 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 guarantee, to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per centum) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, with a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, during normal office hours.

Dated at Johannesburg on this 4th day of June 1993.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. J. A. Louw 55/E 211/93.)

Case 1187/93  
PH 342

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

In the matter between **Eskom**, Plaintiff, and **Mothopi: Matsiliso Ellen**, Defendant

The undermentioned property will be sold on 20 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, in execution of a judgment obtained in the above matter on 9 March 1993:

The Defendant's right, title and interest in and to the leasehold of Erf 13952, Vosloorus Extension 10 Township, Registration Division IR, Transvaal, measuring 286 (two hundred and eighty-six) square metres, held under Certificate of Registered Grant of Leasehold TL39132/1989, and situated at 13952 Vosloorus Extension 10, Boksburg, Transvaal (the property).

2. The improvements to the property consist of the following although nothing is guaranteed: Dwelling comprising lounge, kitchen, three bedrooms and bathroom/toilet.

*Terms:*

3. 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 guarantee, to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per centum) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per centum) up to a maximum charge of R6 000 with a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, during normal office hours.

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

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. J. A. Louw/mr 55/E 205/93.)

Case 5986/93  
PH 342

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

In the matter between **Eskom**, Plaintiff, and **Ntisa: Petrose Mathibeli**, Defendant

The undermentioned property will be sold on 20 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, in execution of a judgment obtained in the above matter on 13 April 1993:

The Defendant's right, title and interest in and to the leasehold of Erf 13892, Vosloorus Extension 10 Township, Registration Division IR, Transvaal, measuring 286 (two hundred and eighty-six) square metres, held under Certificate of Registered Grant of Leasehold TL32429/1990 and situated at 13892 Vosloorus Extension 10, Boksburg (the property).

2. The improvements to the property consist of the following although nothing is guaranteed: Dwelling comprising lounge, kitchen, three bedrooms and bathroom/toilet.

*Terms:*

3. 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 guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per centum) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per centum) up to a maximum charge of R6 000 with a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, during normal office hours.

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

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. J. A. Louw/mr 55/E 209/93.)

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

In die saak tussen **Volkkas Bank Bpk.** (Nigel-tak), Eiser, en **Perneta Fernando Simoes Gomes**, 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 deur die Balju van die Hooggeregshof by die Landdroshof, Kerkstraat, Nigel, op 20 Augustus 1993 om 09:00, van die ondervermelde eiendom van die Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Nigel, voor die verkoping ter insae sal lê.

*Sekere* Hoewe 89, Hallgate-landbouhoewe, Registrasieafdeling IR, Transvaal, groot 1,7844 hektaar (ook bekend as Hoewe 89, Hallgate-landbouhoewes), distrik Nigel).

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Steengebou met 'n sinkdak bestaande uit kombuis, eetkamer, sitkamer, vier slaapkamers, badkamer met toilet, aparte toilet, twee motorhuise en buitekamer. Die eiendom is omhein met draad.

*Terme:* Tien persent (10%) van die koopprys en afslaersgelde [5% (vyf persent) op die eerste R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 plus BTW] in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) [Tel. Balju: (011) 739-3226.] (Verw. SV992/F. Potgieter.)

Case 443/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTGIETERSRUS HELD AT POTGIETERSRUS

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Pieter Franscois Ferns**, Execution Debtor

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as:

Remaining Extent of Portion 2 (a portion of Portion 1) of the Farm Oorlogfontein 45, Registration Division L.S., Transvaal, in extent 4,1071 hectare, held by Deed of Transfer T44594/1982, will be sold in front of the Court-house of the above Court on 20 August 1993 without reserve and to the highest bidder.

*Improvements* (which are not warranted to be correct and not guaranteed): Four bedroomed brick dwelling under IBR roof with two bathrooms, kitchen, lounge, dining-room and family room, plus two bedroomed brick flat with kitchen, dining-room and bathroom.

*The material conditions of the sale are:*

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser must pay a deposit of 10% (ten per centum) of the purchase price R1 000 (one thousand rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered within 21 (twenty-one) days from date of sale.

2. The sale is voetstoots and subject to:

2.1 The Magistrate's Court Act and the rules made thereunder

2.2 the conditions of the title deed, and

2.3 the conditions of sale may be inspected at the offices of the Sheriff and will be read immediately before the sale.

Signed at Pietersburg on the 13th day of June 1993.

L. F. de Lange, for Meyer, Pratt & Luyt, c/o Naude & Dames, Sanlambuilding, 42 Retief Street, P.O. Box 405, Docex 5, Potgietersrus, 0600.

Saak 2721/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT . .

In die saak tussen **NBS Bank Bpk.**, Eiser, en **J. H. Groenewald**, Eerste Verweerder, en **S. A. Groenewald**, Tweede Verweerderes

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 15 April 1993, sal 'n verkoping gehou word op 20 Augustus 1993 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Die Verweerder se reg, titel en belang ten opsigte van Perseel Erf 1707, Roodekrans-uitbreiding 6, gehou deur die Verweerder kragtens Akte van Transport T12551/1992, groot 1 150 vierkante meter, gehou deur Verweerder kragtens akte van Transport T12551/1992.

Die eiendom is gesoneer Residensieel 1 en is geleë te Disseldoringstraat 91, Roodekrans, en bestaan uit 'n sitkamer, eetkamer, twee badkamers, vier slaapkamers, 'n gang, 'n kombuis, 'n bediendekamer, en 'n motorhuis, alhoewel geen waarborg in hierdie verband gegee word nie.

*Voorwaardes:* 10% (tien persent) van die koopprys en afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembaar waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 4de Junie 1993.

D. J. v. d. Berg, vir Van den Berg & Kotze, Eiser se Prokureurs, Tweede Verdieping, NBS Gebou, Kerkstraat, Posbus 1745, Roodepoort. (Tel. 760-1220.) (Verw. VDB AS/5131.)

**Saak 18518/92**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Bpk.**, Vonniskuldeiser, en **M. J. Nthane**, en **M. J. en T. M. Siphuma**, Vonnisskuldenaars

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in ondergemelde saak, soos deur Nedcor Bank Bpk., verkry sal verkopings sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (Noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 13 Augustus 1993 om 11:00, van die ondervermelde eiendomme van die Verweerders 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.

*Eiendom:* Leasehold Stand 513, Block G, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve, groot 342 (drie vier twee) vierkante meter, gehou kragtens Akte van Transport T32823/92 (voorheen Sertifikaat van Reg op Huurpag).

*Beskrywing:* Vier slaapkamers, badkamer, kombuis, eetkamer en sitkamer.

*Verwysing:* Mnr. Coetzee/RL/632/92.

**Saak 16700/92**

*Eiendom:* Leasehold Stand 1765 Block G, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve, groot 312 (drie een twee) vierkante meter, gehou kragtens Akte van Transport T33433/92 (voorheen Sertifikaat van Reg van Huurpag).

*Beskrywing:* Woonhuis bestaande uit vier slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer en 'n motorhuis.

*Verwysing:* Mnr. Coetzee/RL/559/92.

*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 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 15de dag van Julie 1993.

H. L. Coetzee, vir 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.)

**Saak 1878/93**

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Sello Andries Tenyane**, 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 20 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Landdroshof, verkoop word:

Erf 245, Sebokeng Eenheid 7-uitbreiding 1, Vanderbijlpark, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Vanderbijlpark, gehou kragtens Verbandakte BL26150/87, grootte 281 vierkante meter.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen sementwoonhuis onder teëldak bestaande uit sitkamer, badkamer, toilet, kombuis- eetkamer gekombineerd en drie slaapkamers. Geen buitegeboue. Geen omheining.

*Die wesentlike voorwaardes van verkoop is:*

1. Voetstoots en sonder reserwe.
2. Deposito 10% (tien persent) 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 14de dag van Julie 1993.

De Klerk, Vermaak & Vennote Ing., Derde Verdieping, Omegagebou, Vanderbijlpark.

Saak 2523/93

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **A. M. Mahlangu**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 20 Augustus 1993 om 10:00, per publieke veiling deur die Balju Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3471, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Qwaqwa-uitbreiding 5, gehou kragtens Grondbiref T18640/1993, grootte 200 (twee nul nul) 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 reserwe.
2. Deposito van 10% (tien persent) 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 Witbank op hierdie 13de dag van Julie 1993.

J. M. Krügel, vir Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank, 1035.

Saak 2585/93

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **J. F. Haiya**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 20 Augustus 1993 om 10:00, per publieke veiling deur die Balju Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 1915, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Qwaqwa, gehou kragtens Grondbiref T18875/1992, grootte 200 (twee nul nul) 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 reserwe.
2. Deposito van 10% (tien persent) 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 Witbank op hierdie 13de dag van Julie 1993.

J. M. Krügel, vir Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank, 1035.

Saak 2756/93

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

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **S. S. Mbokane**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 9 Junie 1993 toegestaan is, op 20 Augustus 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 1891, geleë in die dorpsgebied, KwaGuqa-uitbreiding 4, Registrasieafdeling JS, Transvaal, groot 200 (twee nul nul) vierkante meter, gehou kragtens Akte van Transport T17680/92.

Die eiendom is as volg verbeter (nie gewaarborg): 'n Woonhuis met twee slaapkamers, kombuis, sitkamer en badkamer.

*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 koopprijs 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 koopprijs 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 koopprijs soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 13de dag van Julie 1993.

J. M. Krügel, vir Harvey Nortje Ing., Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 1361/93

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

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Pule Stephen Samuel Hlatswayo**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 26 Maart 1993 sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 27 Augustus 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 1557, Sebokeng Eenheid 6-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 294 (tweehonderd vier-en-negentig) vierkante meter.

Verbeterings wat nie gewaarborg word nie en nie hiermee voorgedoen word korrek is nie.

*Verkoopvoorwaardes:*

1. Die reg sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van verbandhouders en ander preferente krediteure.

2. *Die koopprys sal betaalbaar wees soos volg:*

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne veertien (14) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne veertien (14) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof, te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof te Vanderbijlpark, en by die Eiser se prokureurs en sal deur die Balju voor die verkoping uitgelees word.

3. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Geteken te Vanderbijlpark hierdie 13de dag van Julie 1993.

De Beer & Claassen, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark.

Case 5961/93

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Warren Reginald Cullingworth**, First Execution Debtor, and **Sue Magdaline Cullingworth**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 24 June 1993, the following property will be sold in execution on Friday, 20 August 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 1137, Helderkrui Extension 6 Township, Registration Division IQ, Transvaal, in extent 1 290 (one thousand two hundred and ninety) square metres, held by Deed of Transfer T38929/1992, known as 4 York Street, Helderkrui Extension 6, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under iron roof, said to contain a lounge, family room, dining-room, three bedrooms, kitchen, two bathrooms, one outside room, double garage and a carport, in regard to which, however, nothing is guaranteed.

*Terms:* R5 000 or 10% (ten per centum) 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 voetsoots 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 on this the 14th day of July 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/930458/14137.)

Case 11873/91

## 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 **Colin George Hopkinson**, First Defendant, and **Mrs Merle Nellie Hopkinson**, Second Defendant

Persuant to a judgment granted by the above Honourable Court, dated 11 March 1992, and a warrant of execution, the undermentioned property will be sold on 18 August 1993 at 11:00, at the Magistrate's Court, Harper Avenue, Benoni, to the highest bidder:

Certain Erf 295, Morehill Extension 2, Benoni, known as 14 Sirius Avenue, Benoni, measuring 1 537 square metres, held under Deed of Transfer T11580/78.

*Improvements:* Single-storey dwelling with tiled roof consisting of kitchen, four bedrooms, study, lounge, dining-room, family room, two bathrooms, servants' quarters with shower, paved drive, pool, patio covered by awnings and double garage.

*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, Benoni.

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

J. P. J. van Vuuren, for Malherbe, Rigg & Ranwell, Attorneys for Plaintiff, United Building, Second Floor, Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. COLL/AM/DC/RJ.)

**Case 13222/92**

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 **Zodwa Elizabeth Ntlwatini**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 23 April 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 27 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 758, Mabuya Park Township, Boksburg, situated on Erf 758, Mabuya Park, in the Township of Mabuya Park, District of Boksburg, measuring 273 (two hundred and seventy-three) 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 kitchen, dining-room, lounge, 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 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 Court, Boksburg.

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. PE0004/CYRENNE.)

**Case 3063/93**

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 **Boyabendndlovu Sydney Zilimbola**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 June 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 27 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 80 Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 80 Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 450 (four hundred and fifty) 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 and w.c.

*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 Court, Boksburg.

Dated at Boksburg on this the 8th day of July 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7548/Mrs Pierce.)

## Case 3720/93

## 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 **Josias Mphulula Mashite**, First Defendant, and **Keselina Khulu Mashite**, 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 27 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Stand 186, Vosloorus Extension 8 Township, Registration Division IR, Transvaal, situated on 186 Vosloorus Extension 8, in the Township of Vosloorus Extension 8, District of Boksburg, measuring 326 (three hundred and twenty-six) 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, two 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 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 Court, Boksburg.

Dated at Boksburg on this the 8th day of July 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7591/Mrs Pierce.)

## Case 3488/93

## 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 **Seuntjie Daniel Modise**, 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 27 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right title and interest in the leasehold in respect of Erf 17374, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on 17374 Morekuri Street, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 294 (two hundred and ninety-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of cement bricks and plaster, tiled roof, comprising of lounge, kitchen, three bedrooms and bathroom.

*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 Court, Boksburg.

Dated at Boksburg on this the 8th day of July 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7180F/Mrs Pierce.)

## Case 1027/91

## 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 **Michael John Griffiths**, First Defendant, and **Susanna Magdalena Griffiths**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 December 1991, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 1133, Parkrand Extension 1 Township, Registration Division IR, Transvaal, situated on 51 Plomer Street Parkrand, in the Township of Parkrand, District of Boksburg, measuring 1 456 (one thousand four hundred and fifty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c's, garage, carport, servants' quarters and w.c.

*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 Court, Boksburg.

Dated at Boksburg on this the 8th day of July 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7300P/Mrs Pierce.)

## 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 **Ainslie van Staden Boswell**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 30 June 1993, the property listed hereunder will be sold in execution on Wednesday, 18 August 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 1762, Benoni Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, known as 204 Kemston Avenue, Benoni. 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:* Brick under iron detached single-storey residence comprising three bedrooms, one-and-a half bathroom, kitchen, lounge and dining-room. *Out buildings:* Two carports, driveway: pavers. Fencing: Precast.

*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 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 (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 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 20,30% (twenty comma thirty per centum) per annum on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the rule of the 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 13th day of July 1993.

G. D. Doubell, 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.)

Case 11769/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Paulos Vusi Sibande N.O.**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 22 February 1993, the property listed hereunder will be sold in execution on Friday, 20 August 1993 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Stand 10503 kwaThema in the area of jurisdiction of the Chief commissioner Witwatersrand, Plan L54/1980, known as Stand 10503 kwaThema, Springs. Registered in the name of Mneson Jeremiah Sibande. 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 improvements, which are described as follows:

*Main building:* Brick under asbestos residence comprising two bedrooms, kitchen, lounge and dining-room.

*The material conditions of sale:*

- (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 office of the Sheriff of the Magistrate's Court, 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 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 (ten thousand rand) 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, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest thereon at 17,25% (seventeen comma two 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 the 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 13th day of July 1993.

G. D. Doubell, 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 2723/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.** (voorheen Nedperm Bank Bpk.), Eiser, en **R. C. Wagner**, Eerste Verweerder, en **E. M. Wagner**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Rustenburg, en lasbrief tot geregtelike verkoping met datum 28 Junie 1993, sal die ondervermelde eiendom op Vrydag, 20 Augustus 1993 om 10:30, te Arendweg 74, Safarituine, Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 316, in die dorp Safarituine-uitbreiding 3, Registrasieafdeling JQ, Transvaal, groot 1 117 vierkante meter, ook bekend as Arendweg 74, Safarituine, Rustenburg, gehou kragtens Akte van Transport T47708/86, waarop opgerig is een enkelverdiepingwoonhuis van baksteenmure onder 'n teëldak wat gesê word sewe kamers, buiten kombuis en twee badkamers en buitegeboue bestaande uit 'n motorhuis, bediendekwartiere en boorgat te bevat ten opsigte waarvan egter geen waarborg gegee word nie.

*Voorwaardes:* 10% (tien persent) van die koopsom in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank-/bouverenigingwaarborg gelewer te word binne 21 (een-en-twintig) dae. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Smitslaan 30, Rustenburg, nagesien word.

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

Immelman Visagie & Van der Merwe, Prokureurs vir Eiser, Bergstraat 57, Posbus 673, Rustenburg, 0300.

Case 11674/91

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 **Evan Leslie Swanson**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 28 April 1993, the properties listed hereunder will be sold in execution separately on Wednesday, 18 August 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

1. Holding 128, Lilyvale Agricultural Holdings, Registration Division IR, Transvaal, measuring 2,0425 (two comma nought four two five) hectares, known as 128 Du Randt Road, Lilyvale Agricultural Holdings, Benoni. The property is zoned undetermined in terms of the relevant town-planning scheme, and Holding 129, Lilyvale Agricultural Holdings, Registration Division IR, Transvaal, measuring 2,5478 (two comma five four seven eight) hectares, known as 129 Du Randt Road, Lilyvale Agricultural Holdings, Benoni. The property is zoned underdetermined 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:

Plot 128: *Main building:* Brick under iron detached single-storey residence comprising three bedrooms, two and a half bathrooms, lounge, dining-room, family room and kitchen. *Outbuildings:* Three garages, servants' quarters, s/ablutions, concrete driveway, pre-cast fencing, swimming-pool and borehole.

Plot 129: Vacant.

*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, Benoni.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the properties, 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 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 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 properties will 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 14th day of July 1993.

G. D. Doubell, 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. HJF/Mrs Kok.)

Case 10265/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Moses Ngwako Stanley Botopela**, First Defendant, and **Linda Patience Botopela**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 16 October 1992, the property listed hereunder will be sold in execution separately on Wednesday, 18 August 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 757, Crystal Park Extension 1 Township, Registration Division IR, Transvaal, measuring 1 661 (one thousand six hundred and sixty-one) square metres, known as 98 Heilbron Street, Crystal Park, 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 three bedrooms, two bathrooms, kitchen, lounge and dining-room.

*Outbuildings:* Two garages plus w.c. and carports. Paved driveway, pre-cast fencing, plastered house with pitched tiled roof and neat garden.

*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's Office, 215 Arcadia, 84 Princes Avenue, Benoni.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the properties, 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 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 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 properties will 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 14th day of July 1993.

G. D. Doubell, 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 4619/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Isabel Kathleen Holmes**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 28 May 1993, the property listed hereunder will be sold in execution on Friday, 20 August 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 397, Brakpan North Extension 1 Township, Registration Division IR, Transvaal, measuring 945 (nine hundred and forty-five) square metres, known as 20 Malan Street, Brakpan-North, 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: Vacant land.

*The material conditions of sale:*

(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 Magistrate's Court's Office, 439 Prince George Avenue, 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 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 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 14th day of July 1993.

G. D. Doubell, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, 47 Prince's Avenue, P.O. Box 52, Benoni. (Tel. 845-2700.) (Ref. HJF/Mrs Kok.)

**Saak 9057/91**

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Ramokoessa Paul Rampitsane**, Eerste Verweerder, en **Sanki Martha Elizabeth Rampitsane**, Tweede 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, 20 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 477, geleë in die dorpsgebied Sebokeng Eenheid 7-uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport TL42850/89.

*Grootte:* 325 (driehonderd vyf-en-twintig) 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.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) 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 15de dag van Julie 1993.

Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P1/1492/NM/U.)

**Saak 1731/93**

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Lungile Abram Gulegana**, Eerste Verweerder, en **Nana Martha Gulegana**, Tweede 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, 20 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 90 van Lot 76, geleë in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T29740/89.

*Grootte:* 582 (vyfhonderd twee-en-tagtig) 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.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) 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 15de dag van Julie 1993.

Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P3/39/NM/U.)

Saak 4414/91

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Pandi James Brits**, Eerste Verweerder, en **Matreke Agnes Brits**, Tweede 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, 20 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 540, geleë in die dorpsgebied Sebokeng Eenheid 7-uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL41389/88.

*Grootte:* 312 (driehonderd-en-twaalf) 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.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) 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 15de dag van Julie 1993.

Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P1/735/NM/U.)

Saak 5290/91

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Levy Mahlake**, Eerste Verweerder, en **Mornica Celiwe Mahlake**, Tweede 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, 20 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 615, geleë in die dorpsgebied Sebokeng Eenheid 7-uitbreiding 1, Afdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport TL29800/89, grootte 281 (tweehonderd een-en-tagtig) 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.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) 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 15de dag van Julie 1993.

Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Saak 1521/93

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Bhekimuzi Japhet Nkabinde**, Eerste Verweerder, en **Eunice Nontlantla Nkabinde**, Tweede 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, 20 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 42 van Erf 79, geleë in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T74905/89, grootte 352 (driehonderd twee-en-vyftig) 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.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 15de dag van Julie 1993.

Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Saak 3283/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Ltd** (51/00009/06), Eiser, en **Falakhe Moses November**, Eerste Verweerder, en **Matronko Selina November**, Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 27 Mei 1992 die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 20 Augustus 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 1976, in die dorpsgebied Evaton North, Registrasieafdeling IQ, Transvaal, groot 290 (tweehonderd en negentig) vierkante meter.

*Verbeterings* (ten opsigte waarvan geen waarborge gegee word nie: Tweeslaapkamerhuis met sitkamer, kombuis, badkamers en bediendekamer.

*Verkoopvoorwaardes:*

1. Die reg sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van verbandhouders en ander preferente krediteure.

2. Die koopprijs sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne veertien (14) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te binne veertien (14) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, te Vanderbijlpark, en by die Eiser se prokureurs en sal deur die Geregsbode voor die verkoping uitgelees word.

4. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Gedateer te Vanderbijlpark op hede die 14de dag van Julie 1993.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Case 12032/93  
PH 388

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Crabtree: Nigel Timothy**, 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, 9 Elna Randhof Building, corner of Selkirk and Blairgowrie Drive, Randburg, on Tuesday, 17 August 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 15 and exclusive use areas T15 (Garden) and W15 (Yard) and their undivided share in the common property in the Banbury Park Sectional Title Scheme, area 164 (one hundred and sixty-four) square metres, 49 (forty-nine) square metres and 27 (twenty-seven) square metres, respectively, situation 15 Banbury Park, Northwold Extension 44.

*Improvements* (not guaranteed): A unit consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage with swimming-pool.

*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 11th day of July 1993.

Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.)  
(Ref. ForeclosuresN4:NB112.)

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

In die saak tussen **Saambou Bank Bpk.** (Reg. No. 87/05437/06), voorheen bekend as Saambou Nasionale Bouvereniging Bpk., Eiser, en **W. Bradley**, Eerste Verweerder, en **J. A. Bradley**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie, gedateer 10 Junie 1993 word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 19 Augustus 1993 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 342, dorpsgebied Norkem Park, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 991 (negehoonderd een-en-negentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuisgebou van stene, teeldak, bestaande uit sitkamer, twee toilette, twee badkamers, drie slaapkamers, kombuis, eetkamer en studeerkamer.

Buitegeboue bestaan uit oprit, twee motorhuise, eiendom is omhein met betonmure.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig 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 13de dag van Julie 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/S972/CDS073.)

Case 11951/93  
PH 388

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Gil Homes (Pty) Ltd**, 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, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 18 August 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 23 (a portion of Portion 18) of Lot 13, Atholl Township, Registration Division IR, Transvaal, area 1 500 (one thousand five hundred) square metres, situation 68A Dumbarton Avenue, Atholl.

*Improvements* (not guaranteed): An incomplete dwelling.

*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 12th day of July 1993.

Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN1:NS210.)

Case 12031/93  
PH 388

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Nash: Leslie Bernard**, 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, 9 Elna Randhof Building, corner of Selkirk and Blairgowrie Drive, Randburg, on Tuesday, 17 August 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 Holding 153, Chartwell Agricultural Holdings, Registration Division JQ, Transvaal, area 2,0597 (two comma nought five nine seven) hectares, situation Plot 153, Third Road, Chartwell Agricultural Holdings.

*Improvements* (not guaranteed): A house under thatch roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, swimming-pool with 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 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100.

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

Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN4:NB111.)

Saak 3055/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Ltd**, Eiser, en **Orestia Holdings CC**, Eerste Verweerder, en **J. D. Booyens**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 23 Junie 1993, en 'n lasbrief vir eksekusie, gedateer 26 Mei 1993 sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 18 Augustus 1993 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 1673, Meyersdal, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as 115 Douglas Harris Drive, Meyersdal, Alberton, groot 900 vierkante meter, gehou deur Orestia Holdings CC onder Akte van Transport T34961/92.

*Sonering:* Residensieel.

*Spesiale gebruiksvergunninge of vrystellings:* Geen.

Die Vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: Woonhuis met baksteen mure 26% (ses-en-twintig persent) voltooi en bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, studeerkamer, twee badkamers met drie toilette, ingangsportaal, familiekamer, gastetoilet en opwaskamer.

*Buitegeboue:* Twee motorhuise met bediendekamer en toilet.

*Terme en voorwaardes van verkoping:*

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 18,75% (agtien komma sewe vyf persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te Johria Hof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 9de dag van Julie 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N161.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939 op Vrydag, 27 Augustus 1993 om 10:00.

*Eksekusiekrediteur:* **Nedcor Bank Bpk.**

Die hiernagenoemde eiendom 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 Baljukantoor, Vereeniging, 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 kostes van 4% (vier persent) van die koopprys, onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde 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 bepalinge 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, Vereeniging.

*Saaknommer:* 10598/92.

*Vonnisuskuldenaars:* D. T. Morabe, en M. S. Morabe.

*Eiendom:* Alle reg, titel en belang ten opsigte van die huurpag in Perseel 1262, Sharpeville-dorpsgebied, Registrasieafdeling IQ, Transvaal.

*Grootte van eiendom:* Groot 317 vierkante meter.

*Beskrywing van eiendom:* Drieslaapkamerwoning met enkelmotorhuis.

*Straatadres van eiendom:* Perseel 1262 Sharpeville, distrik Vereeniging.

*Rente op vonnisuskuld:* 19,25% (negentien komma twee vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, 29 Lesliestraat, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/470.)

**Saak 9410/92**

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

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Ngqakumbana Singeni**, Eerste Verweerder, en **Joyce Singeni**, Tweede 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, 27 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 13 van Erf 2864, geleë in die dorpsgebied Evaton, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T37299/90, grootte 312 (driehonderd en twaalf) 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.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) 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 8ste dag van Julie 1993.

Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P2/321/NM/u.)

**Saak 7363/92**

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

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Matlhotlhora Richard Mokaleng**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde agbare Hof op 6 Oktober 1992, die onderstaande eiendom te wete:

Erf 14066, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 13 Augustus 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs:

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie:

*Verbeteringe:* Woonhuis van baksteen gebou onder teëldak bestaande uit vier slaapkamers, badkamer, kombuis en eetkamer.

*Voorwaardes van verkoping:* Betaling van dkoopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 5de dag van Julie 1993.

A. C. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.)

**Saak 9647/92**

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

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Willem Johannes Kruger**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde agbare Hof op 4 Februarie 1993 die onderstaande eiendom te wete:

Erf 604, Geduld-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Sesde Straat 102A, Geduld, Springs, in eksekusie verkoop sal word op 13 Augustus 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs:

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie:

*Verbeteringe:* Woonhuis van baksteen gebou onder sinkdak bestaande uit sitkamer, kombuis, twee slaapkamers, gang, badkamer en toilet.

*Buitegeboue*: Motorhuis.

*Voorwaardes van verkoping*: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 2de dag van Julie 1993.

A. C. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.)

Saak 3072/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Graham Clifford Randall**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 22 Mei 1993, die onderstaande eiendom te wete:

Gedeelte 46 van Erf 368, Wright Park-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Ellisrylaan 25, Wright Park, Springs, in eksekusie verkoop sal word op 13 Augustus 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie:

*Verbeteringe*: Woonhuis van gareklip gebou onder sinkdak bestaan uit sitkamer/eetkamer, kombuis, drie slaapkamers, badkamer en toilet. *Buitegeboue*: Oop motorhuis.

*Voorwaardes van verkoping*: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 2de dag van Julie 1993.

A. C. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.)

Case 35406/91  
PH 135

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

In the matter between **Deloitte Pim Goldby**, Plaintiff, and **The River Country Club (Proprietary) Limited**, First Defendant, and **Joubert, Dennis Patrick**, Second Defendant, and **Scheepers, Johannes Christiaan Ernst**, Third Defendant, and **Moss, Noel Morton**, Fourth Defendant, and **Geral, Joao Costa Fernandes**, Fifth Defendant, and **Botes, Victor Larry**, Sixth Defendant, and **Sacks, Louis Glen**, Seventh Defendant, and **Hanekom, Wilhelm**, Eighth Defendant

In execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserved price will be held at the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on 20 August 1993 at 10:00, of the undermentioned property of the First Defendant on the conditions read out by the auctioneer and which conditions will lie for inspection at the office of the Sheriff of Potchefstroom, 195 Kerk Street, Potchefstroom, prior to the sale:

Certain Portion 31 (a portion of Portion 1) of the farm Kopjeskraal 517, measuring 103,7046 (one hundred and three comma seven nought four six) hectares, held by Deed of Transfer T33509/1988.

2. *Terms*:

2.1 10% (ten per centum) of the purchase price 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.

2.2 Auctioneer's charges, payable on the day of sale, to be calculated as follows:

2.2.1 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 R50 (fifty rand).

Dated at Johannesburg on this the 30th day of June 1993.

Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, 25th Floor, Sanlamsentrum, Jeppe Street; P.O. Box 9700, Johannesburg. (Tel. 332-0000.) (Ref A. Brooks/ao.)

Case 2064/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VEREENIGING HELD AT VEREENIGING

In the matter between **NBS Bank Ltd**, Plaintiff, and **Israel Dijana**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging, and writ of execution, the property listed hereunder which was attached on 3 June 1993, will be sold in execution on Friday, 13 August 1993 at 10:00, in front of the Magistrate's Court, 41A Beaconsfield Avenue, Vereeniging, to the highest bidder.

All right, title and interest in section Portion 8 of Erf 483, Mid-Ennerdale Township, in extent 425 (four hundred and twenty-five) square metres, situated at 483/8 Mid Ennerdale.

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, rooms—lounge, kitchen, two bedrooms, bathroom and toilet. *Outbuildings: None. Boundary: Fenced. 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, Fox Street entrance, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 8th day of July 1993.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4.)

Saak 14830/91

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 **V. W. Mliwana**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 15 Februarie 1993, word die eiendom hieronder uiteengesit, in eksekusie verkoop op Donderdag, 19 Augustus 1993 om 10:00, by die Balju kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder.

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 90, Motsu-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 254 (tweehonderd vier-en-vyftig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, sinkdak, bestaande uit toilet, twee slaapkamers, badkamer, kombuis en eetkamer. *Buitegeboue: 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 bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 12de dag van Julie 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/N633/CDN371.)

Saak 7057/93

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

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk. (Reg. No. 87/05437/06), Eiser, en **Angravin Developments BK**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie gedateer 15 Junie 1993 word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 19 Augustus 1993 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Gedeelte 8 van Erf 1806, dorpsgebied Birchleigh-Noord, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 817 (agthonderd en sewentien) 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 sitkamer, twee toilette, familie/TV-kamer, twee badkamers, drie slaapkamers, kombuis, eetkamer, studeerkamer. Buitegeboue bestaan uit 'n oprit, twee motorhuise en die eiendom is gedeeltelik omhein.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig 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 7de dag van Julie 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/S1174/CDS179.)

Saak 11121/92

## 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 **Resenga Daniel Miyambo**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 14 Junie 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 19 Augustus 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 560, dorpsgebied Tembisa-uitbreiding 1, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 367 (driehonderd sewe-en-sestig) 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 sitkamer, toilet, badkamer, drie slaapkamers, eetkamer en kombuis, geen buitegeboue nie.

*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 7de dag van Julie 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/N711/CDN418.)

Saak 14282/91

## 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 **Karl Heinz Mansfeld**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie gedateer 14 Junie 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 19 Augustus 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 270, dorpsgebied Birchleigh, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 041 (eenduisend een-en-veertig) 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 sitkamer, toilet, kombuis, badkamer, drie slaapkamers, studeerkamer en eetkamer. Buitegeboue bestaan uit swembad, was- en bediendekamer, twee motorhuise en oprit.

*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 7de dag van Julie 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/N628/CDN364.)

Case 3249/92

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Nana Julia Khoza**, Defendant

On 13 August 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1515, Vosloorus, Registration Division IR, Transvaal, situated at 1515 Lawu Street, Vosloorus, Boksburg.

*Improvements:* Detached single storey brick residence consisting of two bedrooms, bathroom, lounge, kitchen with no outbuildings.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the price plus 4% (four per centum) Sheriff's commission on the date of the sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

Full conditions can be inspected at the Sheriff's office and will be read out prior to the sale.

Dated at Boksburg on this the 5th day of July 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H355.)

Case 16286/92  
PH 45

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mogale Amos**, First Defendant, and **Mogale Isabella**,  
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 and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Johannesburg, 131 Marshall Street, on Thursday, 19 August 1993 at 10:00, of the undermentioned property to 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, Johannesburg, prior to the sale:

Erf 17498, Meadowlands Township, Registration Division IQ, Transvaal, measuring 314 (three hundred and fourteen) square metres.

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

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

*Outbuilding:* 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, 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 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 the 16th day of June 1993.

Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911) (Ref. Mr S. J. Oosthuizen.)

Saak 7046/93

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  
**Iaac Qhibi**, Eerste Verweerder, en **Sarah Mathonisi Qhibi**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie gedateer 28 Mei 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 19 Augustus 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

*Sekere:* Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 938, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 317 (driehonderd en sewentien) 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 drie slaapkamers, badkamer, toilet, eetkamer en kombuis.

Buitegeboue bestaan - motorhuis.

*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 onmiddelik 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 Junie 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M167/MOQ005.)

Case 6753/93

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 **De Beer, Hendrik Oosterwalt**, 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 19 August 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:

*Certain:* Portion 6 of Lot 119, situated in the Township of Edendale, Registration Division IR, Transvaal, being 66 13th Avenue, Edendale.

*Measuring:* 991 (nine hundred and ninety-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 iron roof, comprising kitchen, lounge/dining-room, three bedrooms, one and a half bathroom with outbuildings with similar construction comprising of double 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 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 on the 5th day of July 1993.

B. W. Webber, for Ramsay, Webber & Company, 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 30419/92

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 **Bartle, Richard John Edward**, 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 19 August 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 42, situated in the Township of Ormonde Extension 1, Registration Division IQ, Transvaal, being 2 Grenoble Place, Ormonde Extension 1, Johannesburg.

*Measuring:* 600 (six hundred) 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, store-room, two offices, sun room, jacuzzi, three bedrooms, two and a half bathrooms with outbuildings with similar construction comprising of two carports, servant's room 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 on the 5th day of July 1993.

B. W. Webber, for Ramsay, Webber & Company, 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.)

Saak 6701/93

## 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 **Samuel Zulu**, Eerste Verweerder, en **Phelele Ivy Zulu**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 21 Mei 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 19 Augustus 1993 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerders in Erf 993, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 331 (driehonderd drie-en-dertig) 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, eetkamer en geen buitegeboue bestaan nie.

*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 25ste dag van Junie 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M165/MIZ034.)

Saak 5746/93

## 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 **L. P. van der Merwe**, Eerste Verweerder, en **D. L. van der Merwe**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 9 Junie 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 19 Augustus 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Eenheid 7, Glen Mykonos, geleë te Erf 1869, dorpsgebied Glen Marais-uitbreiding 10, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 79 (nege-en-sewentig) 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 sitkamer, twee slaapkamers, badkamer, toilet en kombuis.

*Buitegeboue bestaan:* Oprit, garage en eiendom omhein met betonmure.

*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 14de dag van Julie 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees en van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/N814/CDN498.)

Case 3448/93  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Moyana: Mangani George**, First Defendant, and **Ntuli: Sibongiseni Sinogugu**, 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, Magistrate's Court, Westonaria, on Friday, 20 August 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 407, Lawley Extension 1 Township, Registration Division IQ, Transvaal.

*Area:* 399 (three hundred and ninety-nine) square metres.

*Situation:* 407 Catfish Crescent, Lawley Extension 1.

*Improvements (not guaranteed):* A house consisting of three bedrooms, bathroom, kitchen with lounge.

*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 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 14th day of July 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC55.)

Case 4028/90  
PH 7

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

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Ntsie Jacob Sunnyboy**, First Defendant, and **Nduna Ntombizodwa Sylvia Nomvula**, 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, at 8 Park Street, Kempton Park, on 19 August 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of the Sheriff, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 334, Motsu Township, Tembisa, Registration Division IR, Transvaal, measuring 254 (two hundred and fifty-four) square metres, situated at Erf 334, Motsu Township, Tembisa.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, bathroom, dining-room, toilet, two bedrooms 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 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. IMA/N10566/SC.)

Saak 3524/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Allied Bank**, 'n divisie van ABSA, Eiser, en **Richard Charles Simmonds**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros, Middelburg, en lasbrief tot geregtelike verkoping gedateer 31 Julie 1992, sal die ondervermelde eiendom op Vrydag, 13 Augustus 1993 om 10:00 te Landdroskantore, Middelburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

*Erf:* 5121, Uitbreiding 16, Middelburg-dorpsgebied, Registrasieafdeling JS, Transvaal.

*Groot:* 1 985 (eenduisend negehonderd vyf-en-tagtig) vierkante meter.

*Gehou:* Kragtens Akte van Transport T57880/89.

*Verkoopvoorwaardes:*

1. 'n Deposito van 10% (tien persent) van die koopprijs op datum van verkoping met goedgekeurde bank- of bougenootskapwaarborg vir die balans koopprijs binne 30 (dertig) dae na datum van verkoping;
2. Verdere voorwaardes is beskikbaar by die kantore van Esterhuysen, Botha & Van der Walt Prokureurs, Markstraat 20B, Middelburg.

P. J. van der Walt, vir Esterhuysen, Botha & Van der Walt, Posbus 68; Markstraat 20B, Middelburg, 1050.

Case 3073/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Bangizwe Joel Ncube**, First Defendant, and **Cynthia Sibongile Ncube**, Second Defendant

On 13 August 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 338, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 338 Vosloorus Extension 8, Boksburg.

*Improvements:* Detached single storey brick residence consisting of three bedrooms, one and a half bathroom, lounge, dining-room and kitchen.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus 4% (four per cent) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

Full conditions can be inspected at the Sheriff's office and will be read out prior to the sale.

Dated at Boksburg on this the 12th day of July 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00790.)

**Case 3389/92**

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Daphne Edwina Hartley**, First Defendant

On 30 August 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 154, Berton Park Extension 1, Registration Division IR, Transvaal, situated at 37 Sharon Street, Berton Park Extension 1, Boksburg.

*Improvements:* Detached single storey brick residence consisting of three bedrooms, one and a half bathroom, kitchen, lounge, dining-room and outbuildings comprising two garages, carport and swimming-pool.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus 4% (four per cent) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser pay all the amounts necessary to obtain transfer of the property, including conveyancing transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. This risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

Full conditions can be inspected at the Sheriff's office and will be read out prior to the sale.

Dated at Boksburg on this the 12th day of July 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H363.)

**Saak 2480/93**

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **W. A. Khan**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Middelburg, en 'n lasbrief vir eksekusie gedateer 29 Junie 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 13 Augustus 1993 om 11:00, voor die dorpsraadkantore te Mhluzi, Middelburg, Transvaal:

Erf 5024, geleë in die dorp Mhluzi, Middelburg, Registrasieafdeling JS, Transvaal. *Groot:* 281 (tweehonderd een-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL 16758/91.

Die eiendom, synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastings en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Middelburg, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van die verkoping en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op die 9de dag van Julie 1993.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Saak 2478/93

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

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **S. S. Sibande**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Middelburg, en 'n lasbrief vir eksekusie gedateer 22 Junie 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 13 Augustus 1993 om 11:00, voor die dorpsraadkantore te Mhluzi, Middelburg (Transvaal):

Erf 5025, geleë in die dorp Mhluzi, Middelburg, Registrasieafdeling JS, Transvaal, groot 281 (tweehonderd een-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL52128/91.

Die eiendom, synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Middelburg, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van die verkoping en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op die 12de dag van Julie 1993.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Saak 2575/93

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

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **S. A. Mohora**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Middelburg, en 'n lasbrief vir eksekusie gedateer 22 Junie 1992, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 13 Augustus 1993 om 11:00, voor die dorpsraadkantore te Mhluzi, Middelburg (Transvaal):

Erf 5028, geleë in die dorp Mhluzi, Middelburg, Registrasieafdeling JS, Transvaal, groot 273 (tweehonderd drie en sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL22492/91.

Die eiendom, synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Middelburg, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van die verkoping en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op die 9de dag van Julie 1993.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Saak 2574/93

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

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **M. Mashilangwako**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Middelburg, en 'n lasbrief vir eksekusie gedateer 29 Junie 1992, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 13 Augustus 1993 om 11:00, voor die dorpsraadkantore te Mhluzi, Middelburg (Transvaal):

Erf 4303, geleë in die dorp Mhluzi, Middelburg, Registrasieafdeling JS, Transvaal, groot 322 (driehonderd twee-en-twintig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL20986/91.

Die eiendom, synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Middelburg, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van die verkoping en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op die 12de dag van Julie 1993.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Saak 2479/93

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

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **M. E. Jiyane**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Middelburg, en 'n lasbrief vir eksekusie gedateer 22 Junie 1992, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 13 Augustus 1993 om 11:00, voor die dorpsraadkantore te Mhluzi, Middelburg (Transvaal):

Erf 3763, geleë in die dorp Mhluzi, Middelburg, Registrasieafdeling JS, Transvaal, groot 336 (driehonderd ses en dertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL38053/90.

Die eiendom, synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Middelburg, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van die verkoping en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op die 12de dag van Julie 1993.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Saak 49366/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Paragon Elektriese Groothandelaars (Edms.) Bpk.**, Eiser, en **H. Cavanagh**, Verweerder

Ingevolge uitspraak in die Landdroshof van Pretoria en lasbrief vir eksekusie gedateer 8 September 1992, sal die hiernagenoemde eiendom op 19 Augustus 1993 om 10:00, te die Balju van Pretoria-Wes te Olivettegebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, per publieke veiling aan die hoogste bieder verkoop word:

Erf 935, bekend as Flowerstraat 234, Capital Park, Pretoria, groot 1 190 (eenduisend een honderd en negentig) vierkante meter, gehou kragtens Akte van Transport T41744/90.

Die eiser beskryf die verbetering op die eiendom as volg, maar geen waarborg word gegee in hierdie verband nie.

*Verbeteringe:* Mure, gepleister en geveerf, platdakwoonhuis, vier slaapkamers, TV/familie kamer, sitkamer, volvloer tapyte, badkamer, aparte toilet en stort, geteëlde vloere. Kombuis—novilonvloer, motorhuis, bediendekamer, buite toilet, en stoorkamer. Eiendom is omhein met mure.

*Terme:* Die koper sal tien persent (10%) van die koopsom onmiddellik na die veiling in kontant aan die afslaer betaal. Die balans, plus rente teen 18,5% (agttien komma vyf persent) per jaar, betaalbaar met registrasie van transport moet verseker word deur 'n bank- of bouverenigingwaarborg aan die Balju binne dertig (30) dae na afloop van die veiling.

Die volle verkoopvoorwaardes sal deur die Balju uitgelees word net voor die veiling, en kan nagesien word in die kantore van die Balju.

R. E. Megaw, Savelkoulsgedou 417, Paul Krugerstraat 256, Pretoria. (Tel. 323-1753.) (Verw. MEGAW/af/306/92.)

Case 3343/91

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 **Mphikwa Joseph Ndimande**, First Defendant, and **Josephine Joyce Ndimande**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on 16 September 1992, the property listed hereunder will be sold in execution on Friday, 20 August 1993 at 11:00, in the forenoon at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18635, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 270 (two hundred and seventy) square metres, known as Lot 18635, Tsakane Extension 8, 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:* Face bricks under tiles residence comprising lounge, two bedrooms, bathroom and kitchen and wire fencing.

*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 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 (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 21,75% (twenty-one 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 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 12th day of July 1993.

G. D. Doubell, 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.)

26893/93

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

In die saak tussen **Die Beheerliggaam van Ebenpark**, Eiser, en **Gerhardus Jacobus Rex van Zyl**, Eerste Verweerder, en **Catharina Magdalena Elizabeth van Zyl**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 17 Mei 1993, uitgereik deur die Hof te Pretoria, sal die volgende eiendom verkoop word deur die Balju, Pretoria-Wes, op 19 Augustus 1993 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Eenheid 34 in die Deelskema bekend as Ebenpark, SS129/86 geleë te Erf 3332, Pretoria, dorpsgebied in die plaaslike bestuur van Pretoria, groot 43 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitels SGGT 129/86 (34) (Unit) (ook bekend as Ebenpark 206, Kerkstraat 233, Pretoria-Wes.)

*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word onderhewig aan die bepalings van artikel 66 van Wet No. 32 van 1944, 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: Slaapkamer, badkamer en toilet, sitkamer en kombuis. Vloerbedekking is teëls in alle vertrekke.

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 daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 4% (vier persent) per jaar sal binne 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, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op die 19de dag van Julie 1993.

Bloch Gross & Genote, Prokureurs vir Eiser, Charterhuis, Bosmanstraat 179, Pretoria. (Verw. mev. Strauch/P1680/09.)

Case 5440/91

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Dr M. A. J. Gibson N.O.**, First Defendant, and **Mrs H. A. Gibson N.O.**, Second Defendant, in their capacities as Trustees for the time being of the Huletta Familie Trust

A sale in execution will be held on 27 August 1993 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Erf 1528, situate in Pretoria North, Registration Division JR, Transvaal, measuring 2 552 square metres, known as 99 Abercrombie Road, Pretoria North.

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

Dwelling single storey (part double), brick walls, corrugated iron roof, IBR, fitted carpets, novilon, two lounges, dining-room, kitchen, six bedrooms, three bathrooms, shower, three w.c.'s, entrance-hall, scullary, TV-room, two offices, two carports, two servant's rooms with shower and w.c., store, brick walls, stone walls, retaining walls, swimming-pool and area.

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.8829.)

Case 9610/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Philippe Pierre Marmier**, First Defendant, and **Marie Marmier**, 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 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 18 August 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, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg. (Short description of property situation, and street number):

Erf 290, Morningside Manor Extension 1 Township, Registration Division IR, Transvaal, measuring 1 997 (one thousand nine hundred and ninety-seven) square metres, situated at 21 Ratcliffe Drive, Morningside Manor Extension 1, Sandton.

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

Single storey dwelling-house of brick with a tiled roof consisting of four bedrooms, two lounges, dining-room, kitchen and two bathrooms. Outbuildings consisting of double garage and servants' quarters. Swimming-pool.

*Zoning:* Residential.

*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 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). Minimum charge R100 (one hundred rand).

*Dated:* 6 July 1993.

C. B. McEwan, Plaintiff's Attorneys, Suite 202, Second Floor, Benmore Gardens Shopping Centre, 11th Street, Benmore. (Tel. 783-2091) (Ref. Mr McEwan/sab/4M521.)

**Case 3707/93**

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Hein Daniel Hanekom**, First Defendant, and **Alida Maria Hanekom**, Second Defendant

A sale in execution will be held on 27 August 1993 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Erf 1357, situated in the Orchards Extension 11, Registration Division JR, Transvaal, measuring 1 038 square metres, known as 51 Strauss Avenue, the Orchards Extension 11.

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

Dwelling single storey, brick walls, tiled roof, fitted carpets, tiles, lounge, kitchen, two bedrooms, bathroom, w.c., c/yard and walls.

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.9760.)

**Saak 3057/93**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van Suid-Afrika Bpk.**, Eiser, en **D. R. Tosen**, Eerste Verweerder, en **D. R. Tosen NO**, Tweede Verweerder

Eksekusieverkoping gehou te word te Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, op 19 Augustus 1993 om 10:00, van:

Erf 53 (gedeelte van Gedeelte 17) van die plaas Zandfontein 317, Registrasieafdeling JR, Transvaal, grootte 5,3533 (vyf komma drie vyf drie drie) hektaar.

Die eiendom is geleë en staan bekend as Erf 53 (gedeelte van Gedeelte 17) van die plaas Zandfontein 317, Pretoria.

Geen verbeterings dit is 'n leë erf.

'n Substansiële bouvereniging verband kan gereël word vir die goedgekeurde koper.

*Terme:* 10% (tien persent) kontant op dag van die verkoping en die balans teen oordrag wat verseker moet word deur 'n goedgekeurde waarborg wat verskaf moet word binne 21 (een-en-twintig) dae na datum van die verkoping.

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Pretoria-Wes.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/SB303.)

**Case 10950/92**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Moola, Ahmed Cassim**, Plaintiff, and **Suleman, Goolam Hoosen**, Defendant

In the execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale with a reserve price of R125 000 (one hundred and twenty-five thousand rands) will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg, on Thursday, 19 August 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.

1. Erf 7268, Extension 7, Lenasia, measuring 600 m<sup>2</sup>, held by the Defendant under Title Deed T264/1981, being 177 Protea Avenue, Extension 7, Lenasia, Johannesburg.

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

2. The dwelling consists, inter alia, of the three bedrooms, lounge, dining-room, bathroom, toilet, garage and swimming-pool.

*Terms:* 10% (ten per centum) of the purchase price 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 date of sale.

The purchaser shall, on the day of 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 the maximum fee of R6 000 (six thousand rands). Minimum charges R100 (one hundred rand).

Dated at Johannesburg during June 1993.

R. A. Seedat, Plaintiff's Attorneys, Nineth Floor, Delbree House, corner of Bree and Delvers Streets, Johannesburg. (Tel. 333-2607) (Ref. Mr Seedat.)

Case 12137/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Mirella Cienzos**, First Defendant, and **Theodore Cienzos**, Second Defendant

A sale in execution of the property described hereunder will take place on 16 August 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Ground Floor, Du Pisanie Building, 72 Joubert Street, Germiston:

Erf 196, Sunnyside Township, Registration Division IR, Transvaal, measuring 917 (nine hundred and seventeen) square metres, property also known as 56 Northridge Avenue, Sunnyside, Germiston.

*Comprising:* Brick under tile residence, lounge, dining-room, study, three bedrooms, bathroom, separate toilet, kitchen and workshop.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Germiston.

*Dated:* 1993-07-15.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 15695/KD/PT.)

Case 13852/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Rodney Sidney Santi**, First Defendant, and **Caroline Marguerite Santi**, Second Defendant

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

Erf 5420, Northmead Extension 4 Township, Registration Division IR, Transvaal, measuring 1 011 (one thousand and eleven) square metres, known as 65 Oak Street, Northmead Extension 4, 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 iron detached single-storey residence comprising three bedrooms, bathroom, kitchen, lounge and dining-room.

*Outbuildings:* Garage, carports, driveway, concrete. Fencing: Pre-cast. 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' Court's 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 17,25% (seventeen comma two 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 16th day of July 1993.

G. D. Doubell, 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 5188/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **S. J. P. Janse van Rensburg**, Verweerder

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuld-eiser sal die ondervermelde eiendom op 18 Augustus 1993 om 14:30, te die ondervermelde perseel deur Libra Afslaers BK, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 4521, Uitreiding 10, Secunda, Registrasieafdeling JQ, Transvaal, groot 860 (agt ses nul) vierkante meters, bekend as Hendrik De Waalstraat 44, Secunda, gehou kragtens Akte van Transport T72774/87.

*Belangrike voorwaardes van verkoping:* 10% (tien persent) deposito van die totale koopprys plus 4% (vier persent) afslaerskoste in kontant by die toestaan van die bod en die balans koopprys binne 30 (dertig) dae na datum van verkoping.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Woonhuis en gewone buitegeboue.

Alle verkoopvoorwaardes wat deur Libra Afslaers BK net voor die verkoping uitgelees word, is in hul kantoor te Cedarwood 6, Du Toitstraat, Ontdekkerspark, Roodepoort, asook die Baljukantore, Cornellstraat 21, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 15de dag van Julie 1993.

Vos Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Posbus 1750, Secunda, 2302. [Tel. (0136) 31-2550.]

Saak 2093/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Gabriel Jakobus Kriel**, Verweerder

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuld-eiser sal die ondervermelde eiendom op 18 Augustus 1993 om 14:00, te die ondervermelde perseel deur Libra Afslaers BK, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 1648, Uitreiding 2, Secunda, Registrasieafdeling JQ, Transvaal, groot 736 (sewe drie ses) vierkante meters, bekend as Wolseleystraat 21, Secunda, gehou kragtens Akte van Transport T74152/89.

*Belangrike voorwaardes van verkoping:* 10% (tien persent) deposito van die totale koopprys plus 4% (vier persent) afslaerskoste in kontant by die toestaan van die bod en die balans koopprys binne 30 (dertig) dae na datum van verkoping.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Woonhuis en gewone buitegeboue.

Alle verkoopvoorwaardes wat deur Libra Afslaers BK net voor die verkoping uitgelees word, is in hul kantoor te Cedarwood 6, Du Toitstraat, Ontdekkerspark, Roodepoort, asook die Baljukantore, Cornellstraat 21, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 15de dag van Julie 1993.

Vos Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Posbus 1750, Secunda, 2302. [Tel. (0136) 31-2550.]

Case 7407/92

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Tony Brown**, First Execution Debtor, and **Stephanie Brown**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 24 August 1992, the following property will be sold in execution on Friday, 20 August 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 313, Florida Park Township, Registration Division IQ, Transvaal, in extent 2 808 (two thousand eight hundred and eight) square metres, held by Deed of Transfer T38762/1991, known as 60 Daniel Malan Avenue, Florida Park, District of Roodepoort, upon which is erected a detached dwelling under a tiled roof, said to contain a lounge, family room, dining-room, four bedrooms, kitchen, three bathrooms, outside room and two garages in regard to which, 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.

Dated this 8th day of July 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/920584/14749.)

Saak 2395/93

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

In die saak tussen **Nedcor Bank Bpk.**, voorheen Nedperm Bank Bpk., Eiser, en **J. J. Maritz**, Eerste Verweerder, en **M. A. Maritz**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Rustenburg, en lasbrief tot geregtelike verkoping met datum 15 Julie 1993, sal die ondervermelde eiendom op Vrydag, 20 Augustus 1993 om 10:30, voor die Landdroskantoor te Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

1. Gedeelte 2 van Erf 445, in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 1 311 (eenduisend driehonderd-en-elf) vierkante meter.

2. Gedeelte 5 van Erf 445, in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 713 (sewehonderd-entertien) vierkante meter, ook bekend as Napoleonstraat 45, Rustenburg, 0300, gehou kragtens Akte van Transport T71368/88, welke eiendom onverbeterd is.

*Voorwaardes:*

10% (tien persent) van die koopsom in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaaborg, gelewer te word binne 21 (een-en-twintig) dae. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word), mag gedurende kantoorure by die kantoor van die Balju, Smitslaan 30, Rustenburg, nagesien word.

Die Eiser is bereik om 'n verband aan 'n goedgekeurde koper toe te staan.

Immelman Visagie & Van der Merwe, Prokureurs vir Eiser, Bergstraat 57, Posbus 673, Rustenburg, 0300.

Case 1849/93

## 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 **Vincent Lesley Petersen**, First Defendant, and **Virginia Sharifa Petersen**, 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 27 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 45, Delmore Park Township, situated on 4 Witdeep Road, Delmore Park, in the Township of Delmore Park, District of Boksburg, measuring 910 (nine hundred and ten) 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, three bedrooms, two bathrooms, w.c., kitchen and 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 16th day of July 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AU0161/Mrs Teixeira.)

Case 8743/92

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

In the matter between **Nedbank**, Plaintiff, and **A. J. Steyn**, Defendant

In execution of a judgment of the above Honourable Court dated 14 December 1992, and writ of execution, the following property will be sold in execution on 27 August 1993 at 10:00, by the Sheriff of Vanderbijlpark, at the Magistrate's Court, Vanderbijlpark, to the highest bidder:

Erf 9, Vanderbijlpark, Central West 2 Township, Registration Division IQ, Transvaal, measuring 650 square feet.

The reserve price is R70 000.

The property consists of a dwelling-house with usual outbuildings.

*Terms and conditions:* The purchase price shall be 10% (ten per centum) thereof on the day of the sale and the balance must be secured within 10 days from the date of sale by means of a bank or building society guarantee.

*Conditions:* The full conditions of sale, which will be read out by the Sheriff of Vanderbijlpark, prior to the sale, may be inspected at the offices of the Sheriff, Vanderbijlpark.

Signed at Vanderbijlpark this 14th day of July 1993.

Fraggley-Bekker, Attorneys for Plaintiff, NBS Building, Pres. Kruger Street, Vanderbijlpark. (Tel. 33-4305/6.) (Ref. Mr Basson/NS/cg.137.)

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Boetie Nerot Mthombeni**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Evander, in front of the Magistrate's Court, Evander, Transvaal, on 18 August 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Evander, First Floor, Lastinda Building, Evander, Transvaal, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 3912, eMbalenhle Township, Registration Division IS, Transvaal, measuring 280 (two hundred and eighty) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL46277/1989.

This property is situated at Stand 3912, eMbalenhle, Evander, Transvaal.

The property is improved as follows: Lounge, two bedrooms, toilet, kitchen, bathroom and shower, 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:* 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 13th day of July 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

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Case 6850/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Hosea Richard Mokoena**, First Defendant, and **Basenkang Lenah Mokoena**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Ermelo, in front of the Magistrate's Court, Jan van Riebeeck Street, Ermelo, Transvaal, on 19 August 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Ermelo, Trust Building, Joubert Street, Ermelo, 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 2866, Wesselton Extension 1 Township, Registration Division IT, Transvaal, measuring 481 (four hundred and eighty-one) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL46524/1991.

The property is situated at Stand 2866, Wesselton Extension 1, Ermelo, Transvaal.

The property is improved as follows: Lounge, two bedrooms, toilet, kitchen and bathroom, 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:* 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 13th day of July 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

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Case 6851/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Nhlonipho Samuel Mkhwanazi**, First Defendant, and **Fiki Ivy Mkhwanazi**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Ermelo, in front of the Magistrate's Court, Jan van Riebeeck Street, Ermelo, Transvaal, on 19 August 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Ermelo, Trust Building, Joubert Street, Ermelo, 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 851, Wesselton Township, Registration Division IT, Transvaal, measuring 462 (four hundred and sixty-two) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL66417/1989.

This property is situated at 851 Zwani Street, Wesselton, Ermelo, Transvaal.

The property is improved as follows: Lounge, three bedrooms, toilet, kitchen and bathroom, 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:* 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 13th day of July 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Case 8106/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Nhlanhla Cherie Hlatshwayo**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Ermelo, in front of the Magistrate's Court, Jan van Riebeeck Street, Ermelo, Transvaal, on 19 August 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Ermelo, Trust Building, Joubert Street, Ermelo, Transvaal, and which will be read by him at the time of the sale, of the following property owned by Defendant:

All the right, title and interest in the leasehold in respect of Portion 139 of Erf 899, Wesselton Township, Registration Division IT, Transvaal, measuring 308 (three hundred and eight) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL46925/1988.

The property is situated at Stand 139 of Erf 899, Everest Park, Wesselton, Ermelo, Transvaal.

The property is improved as follows: Lounge, two bedrooms, toilet, kitchen and bathroom, 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:* 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 22nd day of July 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Case 12161/93  
PH 388

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, 20 August 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 2 and its undivided share in the common property in the Forest Place sectional title scheme, area 160 (one hundred and sixty) square metres, situation Unit 2, Forest Place, 29 Moepel Street, Roodekrans Extension 2, Roodepoort.

*Improvements* (not guaranteed): A flat consisting of three bedrooms, two bathrooms, kitchen, scullery, dining-room and a 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.

Dated at Johannesburg on 21 July 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN141:NP59.)

Case 33186/92  
PH 388

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mthunzi: Sipiwe Stephen**, First Defendant, and **Serota: Rosina**, 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, 20 August 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 all the right, title and interest in the 99 year, right of leasehold in respect of Erf 692, Dobsonville Gardens Township, Registration Division IR, Transvaal, area 231 (two hundred and thirty-one) square metres, situation Erf 962, Dobsonville Gardens.

*Improvements* (not guaranteed): A house under tiled roof consisting of two bedrooms, 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), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 21st day of July 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresF32:CA69.)

Saak 16444/92

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 **Ngwako Ezekiel Moagi**, Eerste Verweerder, en **Moloalefe Maggie Moagi**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof, op 15 September 1992, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 20 Augustus 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 reg, titel en belang in die onroerende eiendom bekend as Erf 14, Blok K, Soshanguve, geleë in die woongebied van Soshanguve, groot 360 (driehonderd en sestig) vierkante meter, gehou kragtens Sertifikaat van reg van Huurpag 14/91.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping, sit-/eetkamer, drie slaapkamers, badkamer, kombuis, motorhuis, bediendekamer, waskamer en stoorkamer.

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 oordragkoste, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.

(d) Die koper moet 'n deposito van 10% (tien persent) van die koopprijs 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 Hooggereghof, 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 15de dag van Julie 1993.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/ML/R8921.)

Case 79663/92

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

In the matter between **Dr M. Piedallu**, Plaintiff, and **A. P. S. Robinson**, Defendant

Pursuant to a judgment of the above Honourable Court and writ of execution, dated 10 February 1993, the undermentioned immovable property will be sold in execution with reserve on Thursday, 9 September 1993 at the Sheriff's Office, 8 Park Street, Kempton Park, at 10:00, to the highest bidder:

Certain Erf 1110, Clayville Extension 13, Registration Division JR, measuring 889 square metres, and held under Deed of Transfer T39215/1983.

The following improvements are situated on the property although nothing in this respect is guaranteed: A covered corrugated iron roof consisting of lounge, two bathrooms, dining-room, three bedrooms, garage, kitchen, sement drive-way. The property is fully fenced.

The conditions of sale will be read immediately before the sale, which conditions can be inspected at the Sheriff's Office, Kempton Park.

Dated at Pretoria on this the 20th day of July 1993.

Weavind & Weavind Inc., Plaintiff's Attorneys, Third Floor, Nedbank Building, 200 Andries Street, Pretoria. (Verw. Mr Schempers/zf/P.20310.)

Case 4182/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Sello Elias Taaibosch**, First Defendant, and **Alphosinah Nombanso Taaibosch**, Second Defendant.

On 13 August 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 20600, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20600 Vosloorus Extension 30, Boksburg.

*Improvements:* Detached single storey brick residence consisting of two bedrooms, bathroom, lounge and kitchen.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus 4% (four per cent) Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

Full conditions can be inspected at the Sheriff's office and will be read out prior to the sale.

Dated at Boksburg on this the 16th day of July 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. L. Pinheiro/H00848.)

Saak 551/93

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

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Amanda Lombaard**, Verweerderes

Ingevolge 'n uitspraak in die Landdroshof te Randfontein, op 9 Maart 1993, en 'n lasbrief vir eksekusie, gedateer 9 Maart 1993, sal die volgende eiendom op 13 Augustus 1993 om 10:00, te Kiewietstraat 35, Helikonpark, Randfontein, aan die hoogste bieder verkoop word:

Erf 249, Helikonpark-dorpsgebied, registrasieafdeling IQ, Transvaal, groot 1 098 (eenduisend agt-en-negentig) vierkante meter, gehou kragtens Akte van Transport T23233/1988, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie: Woonhuis met gewone buitegeboue.

*Verkoopvoorwaardes:*

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en die titelvoorwaardes in soverre van toepassing is.

2. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die veiling, die balans van die koopprys plus enige rente betaalbaar, sal in kontant teen registrasie van transport van die eiendom in die naam van die koper betaalbaar wees, maar moet intussentyd verseker word deur 'n aanvaarbare bank- of bouverenigingwaarborg.

3. Die eiendom word voetstoots verkoop en nóg die Balju nóg die Vonnisskuldeiser sal aanspreeklik gehou word vir enige gebreke, lantent of andersins, aan of in die eiendom.

Die volle verkoopvoorwaardes kan by die kantoor van die Balju te Parkstraat 40, Randfontein, nageslaan word.

Gedateer te Randfontein op hierdie 15de dag van Julie 1993.

C. J. le Roux, vir Hammes & Le Roux, voorheen Van Ryneveld Hammes & Wright, Parkstraat 5, Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. mev. Nolan/la.)

Case 35472/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Jan van der Zee**, First Defendant, and **Tersia van der Zee**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 21 September 1993 at 10:00, to the highest bidder:

Certain Portion 12 of Erf 234, in the Township of Rietfontein, Registration Division JR, Transvaal, measuring 1 355 square metres, situated at 624 20th Avenue, Rietfontein, Pretoria.

*Terms and conditions:*

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

*Description of property:* Dwelling, lounge, three bedrooms, two bathrooms, two w.c.'s, kitchen, dining-room, TV room and shower.

*Outbuildings:* Single garage, servant's room, toilet, shower and laundry.

*Other improvements:* Concrete walls and bricks walls.

3. *Payment:* The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, at Second Floor, 228 Visagie Street, Pretoria.

Signed at Pretoria on this 21st day of July 1993.

Shapiro & Partners Inc., Second Floor, Tudor Chambers, Church Square, Pretoria., Second Floor, Tudor Chambers, Church Square, Pretoria. (Ref. Mrs Kartoudees/MB/N968.)

Saak 8723/93

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

In die saak tussen **Standard Bank van S.A. Bpk.**, Eiser, en **Paul Jacobus Smith** (Id. 4811265004008), Eerste Verweerder, en **Catharina Johanna Smith** (Id. 5012190030007), Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 20 Augustus 1993 om 10:00, deur die Balju vir die Hooggeregshof, Heidelberg, gehou te die Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, aan die hoogste bieder:

Resterende gedeelte van Gedeelte 2 van Erf 37, geleë in die dorp Heidelberg, Registrasieafdeling IR, Transvaal, groot 870 vierkante meter, gehou kragtens Akte van Transport T72596/89.

Die volgende bykomende inligting word verskaf maar geen aanspreeklikheid aanvaar indien dit in enige opsig foutief sou wees nie.

*Straatadres:* Maraisstraat 64, Heidelberg.

*Verbeterings:* Woonhuis met sinkdak, ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, waskamer, vier slaapkamers, twee badkamers en stort, aparte toilet, twee garages, buitetoilet, steenplaveisel met steen- en voorafvervaardigde omheining.

*Reserweprys:* Die eiendom word sonder reserweprys verkoop.

*Terme:* 10% (tien persent) van die koopprijs in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouverenigingwaarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

*Afslaaerskoste:* Betaalbaar deur die koper op die dag van verkoping.

*Verkoopvoorwaardes:* Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, te Ueckermannstraat 52, Heidelberg.

Gedateer te Pretoria hierdie 19de dag van Julie 1993.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 325-3644.) (Verw. V. Rensburg/Z9111/93/BVDM.)

Case 28946/92  
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 **Molosi, Basimanebotlhe Titus**, 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, Alberton, on 18 August 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, Alberton, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

*Certain:* All right, title and interest in and to the leasehold in respect of Erf 187, situated in the Township of Tokoza Extension 2, Registration Division IR, Transvaal, being 187 Tokoza, Extension 2, Alberton, 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 16th day of July 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.)

Case 14509/93

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 **Mavimbela: Aggrey Vusi**,  
First Execution Debtor, and **Mavimbela: Johanna**, 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, Alberton, on 18 August 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, Alberton, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain Erf 358, situated in the Township of Roodebult, Registration Division IR, Transvaal, being 22 Tafelboom Street, Roodebult, Alberton, measuring 872 (eight hundred and seventy-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, two bathrooms with outbuildings with similar construction comprising of double garage 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 16th day of July 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.)

Case 22745/91

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 **Moore, Brian**, 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 19 August 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:

Certain Erven 286 and 287, situated in the Township of Rondebult, Registration Division IR, Transvaal, being 18 and 20 Graskop Street, Rondebult, Germiston, measuring 991 (nine hundred and ninety-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, family room, study, four bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage, store-room 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 16th day of July 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 2865/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **J. Timmer**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof van Middelburg, en 'n lasbrief vir eksekusie gedateer 5 Julie 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 13 Augustus 1993 om 10:30, voor die adres van die eiendom te Jeppestraat 57, Middelburg, Transvaal:

Gedeelte 1 van Erf 647, geleë in die dorp Middelburg, Registrasieafdeling JS, Transvaal, groot 2 855 (tweeduisead agthonderd vyf-en-vyftig) vierkant meter, gehou kragtens Akte van Transport T41703/82.

Die eiendom, synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Middelburg, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van die verkoping en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op die 19de dag van Julie 1993.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Case 22548/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Liebenberg Patricia Denise**, Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Randburg Sheriff's Office at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, on 24 August 1993 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Erf 24, Township of Bryanbrink, Registration Division IR, Transvaal, in extent 1 487 square metres, held by virtue of Deed of Transfer T14341/75, also known as 107 Frere Street, Township of Bryanbrink.

The following particulars are furnished *re* the improvements, none of which is guaranteed: A single storey house with tiled roof, three bedrooms, two bathroom, kitchen, lounge, dining-room, family room, study, servants' quarters and swimming-pool.

*Terms:* Deposit 10% (ten per centum) of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within fourteen (14) days from date of the sale. Auctioneer's charges, to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000. Minimum charge R100.

Dated at Johannesburg on this the 13th day of July 1993.

D. P. de Villiers, for Tonkin, Clacey, Anderson & Moore, Execution Creditor's Attorneys, Sanlam Arena, 10 Cradock Avenue, Rosebank. (Tel. 884-7644.)

Saak 992/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **T. S. Nkosi**, en **Z. E. Nkosi**, Eksekusieskuldenaars

Ingevolge 'n vonnis toegestaan in die Landdroshof, Middelburg, en 'n lasbrief vir eksekusie gedateer 5 Julie 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 13 Augustus 1993 om 11:00, voor die Dorpsraadkantore te Mhluzi, Middelburg (Transvaal):

Erf 4899, geleë in die dorp Mhluzi, Middelburg, Registrasieafdeling JS, Transvaal, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL15233/91.

Die eiendom, synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Middelburg, en ondergetekende se kantoor gedurende normale kantoor ure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van die verkoping en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op die 19de dag van Julie 1993.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Case 126898/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **J. G. C. Davis**, 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 11 February 1993, will be sold in execution on Friday, 20 August 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 the Unit 20, Township of Ruby Court, Registration Division IQ, Transvaal, in extent 84 (eighty-four) square metres, situated at 20 Ruby Court, Ruby Street, Rosettenville, Johannesburg.

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

*Rooms:* Lounge, dining-room, study, hall, kitchen, two bedrooms, bathroom and toilet.

*Outbuildings:* Balconies.

*Common property facilities:* Tennis court, pool, garden, laundry, drying area, recreation room and parking.

*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 the 19th day of July 1993.

De Villiers & Co., Ninth Floor, NBS Building, corner of Rissik and Market Streets, Johannesburg. (Tel. 29-3913/4, 29-3921/2/3.) (Docex:DX.571.) (Ref. Mr Steyn/li/0323.)

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Case 33737/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mhlanga: Mabothe Johannes**, 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 Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 19 August 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:* All right, title and interest in the leasehold in respect of Erf 1345, Zola Township, Registration Division IQ, Transvaal, situation Erf 1345B Zola North, Soweto, area 224 (two hundred and twenty-four) square metres.

*Improvements* (not guaranteed): Two bedrooms, kitchen, lounge, two garages/store-room and under iron 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 13th day of July 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. N06E/mgh/tf.)

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Case 2113/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Masike: Ntaladi Patience**, 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 Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 19 August 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:* All right, title and interest in the leasehold in respect of Lot 23947, Diepkloof Township, Registration Division IQ, Transvaal, situation Lot 7878 (formerly 23947), Zone 6, Diepkloof, area 255 (two hundred and fifty-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom, kitchen, lounge/dining-room, two garages/store-rooms, under tiled and iron roof, concrete driveway and property enclosed.

*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 13th day of July 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. N013E/mgh/tf.)

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **McDowall: Gregory Bruce**, First Defendant, and  
**McDowall: Amanda-Jane**, 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 Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 19 August 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:

Certain Erf 238, Kenilworth Township, Registration Division IR, Transvaal, situation 116 Fraser Street, Kenilworth, area 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, garage/store-room, under tiled roof, staff quarters with outside toilet, 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 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 13th day of July 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NY29E/mgh/tf.)

Case 14958/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **My Home CC** (Reg. No. CK89/36958/23), 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 Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 19 August 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 Portion 3 (a portion of Portion 2) of Erf 200, Linden Township, Registration Division IQ, Transvaal, situation 52A Third Street, Linden, Johannesburg, area 1 487 (one thousand four hundred and eighty-seven) square metres.

*Improvements* (not guaranteed): Bedroom/lounge, bathroom, open-plan kitchen, under thatch roof 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 7th day of July 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR289E/mgh/tf.)

Case 14961/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Soo: Raymond Sing Kong**, 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 Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 19 August 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 1290, Turffontein Township, Registration Division IR, Transvaal.

*Situation*: 128 Tramway Street, Turffontein, Johannesburg.

*Area*: 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, garage/store-room, under iron roof, two staff quarters with outside toilet, 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 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 7th day of July 1993.

Maisels Smith & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NQ57E/mgh/tf.)

Case 34366/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Easton: Stephen Gary**, 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, Randburg, at 9 Elna Court, corner of Blairstown and Selkirk Street, Blairstown, Randburg, on Tuesday, 17 August 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 697, Olivedale Extension 3 Township, Registration Division IQ, Transvaal.

*Situation*: 10 Christo Avenue, Olivedale Extension 3.

*Area*: 912 (nine hundred and twelve) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages/store-rooms, swimming-pool, under tiled roof, paved driveway 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 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 12th day of July 1993.

Maisels Smith & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. SN039E/mgh/tf.)

Case 5245/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Rekhoto: Ernest Mzizi**, 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, 19 August 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*: All right, title and interest in the leasehold in respect of Lot No. 1188, Dhlamini Township, Registration Division IQ, Transvaal.

*Situation*: 1188 Mteesi Street, Dhlamini.

*Area*: 263 (two hundred and sixty-three) square metres.

*Improvements* (not guaranteed): Two bedrooms, kitchen, dining-room, two garages/store-rooms, under iron and asbestos 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 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 16th day of July 1993.

Maisels Smith & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ39E/mgh/tf.)

Case 16782/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Nxumalo: Mandla John**, 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, 19 August 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:* All right, title and interest in the leasehold in respect of Lot 26615, Meadowlands Township, Registration Division IQ, Transvaal.

*Situation:* Lot 3765, formerly 26615, Zone 10, Meadowlands.

*Area:* 259 (two hundred and fifty-nine) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, kitchen, dining-room, under asbestos roof and property enclosed.

*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 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 16th day of July 1993.

Maisels Smith & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO96E/mgh/tf.)

Saak 3474/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.**, Eiser, en **M. Khoza**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 3 Desember 1992, sal 'n verkoping gehou word op 18 Augustus 1993 om 10:00, by die verkoopslokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 14077, Kagiso-uitbreiding 10, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL23601/91, groot 140 (eenhonderd en veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL23601/91.

Die eiendom is gesoneer Residensieel 1 en is geleë te 14077 Kagiso-uitbreiding 10 en bestaan uit 'n sitkamer, eetkamer, kombuis, twee slaapkamers, gang met 'n teëldak, gepleisterdemure en staalvensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

*Voorwaardes:* 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju versaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 19de dag van Julie 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 12, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065) (Verw. HCC/LE/161/92/BK304.)

Saak 6369/91

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

In die saak tussen **NBS Bank Bpk.**, Eiser, en **C H G Lotriet**, Eerste Verweerder, en **J. D. Lotriet**, Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 14 Mei 1993, sal 'n verkoping gehou word op 18 Augustus 1993 om 10:00, by die verkoopslokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Erf 234, Breananda-uitbreiding 1, groot 3 973 (drieduisend negehonderd drie-en-sewentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T16371/91.

Die eiendom is gesoneer Residensieel 1 en is geleë te Albidaplek 12, hoek van Sabrinarylaan, Breananda-uitbreiding 1, 'n leë erf alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 19de dag van Julie 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 12, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065) (Verw. HCC/LE/494/91/BL302.)

Saak 6258/92

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

In die saak tussen **NBS Bank Bpk.**, Eiser, en **P. V. Maseti**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 7 September 1992, sal 'n verkoping gehou word op 20 Augustus 1993 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 9856, Dobsonville-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregistreeerde Huurpag TL38886/89, groot 278 (tweehonderd agt-en-sewentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL38886/89.

Die eiendom is gesoneer Residensieel 1 en is geleë te 9856 Dobsonville-uitbreiding 3 en bestaan uit 'n sitkamer, badkamer, twee slaapkamers, gang, kombuis, teëldak met gepleisterdemure en staal vensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

**Voorwaardes:** 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 19de dag van Julie 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 12, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065) (Verw. HCC/LE/163/92/BM751.)

Case 18755/91

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ngubeni Paulus**, 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, 8 Park Street, Kempton Park, on 19 August 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 763, Umthambeka Township, Tembisa, Registration Division IR, Transvaal, measuring 267 (two hundred and sixty-seven) square metres, situated at Erf 763, Umthambeka Township, Tembisa.

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

Dwelling consisting of two bedrooms, dining-room, kitchen and toilet. Outbuildings: Two rooms.

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 6th day of July 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. N15713/PC.)

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Motaung Nisijwa Mirriam**, 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, 8 Park Street, Kempton Park, on 19 August 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 65, Lekaneng Township, Tembisa Township, Registration Division IR, Transvaal, measuring 299 (two hundred and ninety-nine) square metres, situated at Erf 65 Lekaneng Township, Tembisa.

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

Dwelling consisting of two bedrooms, dining-room, kitchen and toilet. Outbuildings: Two rooms.

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 6th day of July 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. M15415/PC.)

Case 19443/91

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ndaliso Milton Mxolisi**, First Defendant, and **Ndaliso Nomasonto Evelyn**, 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, 8 Park Street, Kempton Park, on 19 August 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 670, eMangweni Township, Tembisa, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 670, eMangweni Township, Tembisa.

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

Dwelling consisting of two bedrooms, lounge, dining-room, kitchen and toilet. Outbuildings: Two rooms.

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 6th day of July 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. N15728/PC.)

Case 6042/91

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Hlongwane Nomonde Lizzie**, 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, 8 Park Street, Kempton Park, on 19 August 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 177, Ibaxa Township, Tembisa, Registration Division IR, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, situated at Erf 177, Ibaxa Township, Tembisa.

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

Dwelling consisting of two bedrooms, dining-room, 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 the 24th 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. H13745/PC.)

Case 4202/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Selomo Modisha Edward**, 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, 8 Park Street, Kempton Park, on 19 August 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 381, Kopanong Township, Tembisa, Registration Division IR, Transvaal, measuring 239 (two hundred and thirty-nine) square metres, situated at Erf 381, Kopanong Township, Tembisa.

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

Dwelling consisting of dining-room, toilet, two bedrooms 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 the 29th 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. S13683/PC.)

Case 24261/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Motaung Samson**, First Defendant, and **Motaung Maete Welhemina**, 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 18 August 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 maybe inspected at the offices of the Sheriff, Unit 2, Northview, 45 Richards Drive, Halfway House, prior to the sale:

Erf 722, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 450 (four hundred and fifty) square metres, situated at Erf 722, Alexandra East Bank 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, 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 the 5th day of July 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. M17436/PC.)

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mzilikazi Collet Magubela**, First Defendant, and  
**Mzilikazi Nokholekile Elizabeth**, 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 18 August 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 maybe inspected at the offices of the Sheriff, Unit 2, Northview, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 77 (Block 110) Alexandra Township, Registration Division IR, Transvaal, measuring 290 (two hundred and ninety) square metres, situated at Erf 77 (Block 110) Alexandra Township.

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

Vandalised dwelling.

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 5th day of July 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. M19963/PC.)

Case 8488/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Lakey Charles Rodney**, First Defendant, and **Lakey Pricilla Mary**,  
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 offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 19 August 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 3579, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, measuring 250 (two hundred and fifty) square metres, situated at 40 Lazuriet Crescent Ennerdale Extension 5 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. Outbuilding: Servant's quarter.

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 5th day of July 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. L23179/PC.) C/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 19151/91  
PH7IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Tsebe Kgabo William**, First Defendant, and **Tsebe Mantjema Fredah**, 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, at 8 Park Street, Kempton Park, on 19 August 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 338, Khatamping Township, Tembisa, Registration Division IR, Transvaal, measuring 314 (three hundred and fourteen) square metres, situated at Erf 338, Khatamping Township, Tembisa.

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

Dwelling under iron roof, two bedrooms, dining-room, kitchen and bathroom/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 the 9th day of July 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/T15914/SC.)

Case 11335/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ndalasi Sonwabo Archibald**, 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, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 18 August 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, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

All right, title and interest in the leasehold in Respect of Erf 10167, Tokoza Extension 5 Township, Registration Division IR, Transvaal, measuring 252 (two hundred and fifty-two) square metres, situated at Erf 10167, Tokoza Extension 5 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 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 the 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 6th day of July 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. N23338/PC.)

Case 12805/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Malapane Abraham Mokoena**, First Defendant, and **Malapane Valerie Virginia**, 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 salesroom of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 20 August 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the salesroom of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9699, Dobsonville Extension 3 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 280 (two hundred and eighty) square metres, situated at Erf 9699, Dobsonville Extension 3 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, dining-room and kitchen.

The property is zoned.

*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 the 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 5th day of July 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. M23423/PC.)

Case 14388/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ngweyina Linda Michael**, First Defendant, and **Ngwenya Louisa Liqabang**, 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 salesroom of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 20 August 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the salesroom of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 10051, Dobsonville Extension 3 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 10051, Dobsonville Extension 3 Township, Roodepoort.

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 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 the 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 2nd day of July 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. N21152/PC.)

Case 14362/89

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Mohalane: Thapelo Fredrick**, 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 19 August 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:* All right, title and interest in the leasehold for Residential purposes in respect of Erf 307, Teanong Township, Registration Division IR, Transvaal, situation 307 Teanong Section, Tembisa, area 254 (two hundred and fifty-four) square metres.

*Improvements* (not guaranteed): Two bedrooms, kitchen, lounge, two garages, under asbestos roof, outside toilet, enclosed with wire fencing.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) 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 centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 16th day of July 1993.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. NK131/mgh/tf.)

Case 17123/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Anthony: Ivan Basil**, 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 Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 19 August 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 1294, Eldoradopark Township, Registration Division IQ, Transvaal, situation 43 Diamond Street, Eldorado-park, area 278 (two hundred and seventy-eight) square metres.

*Improvements* (not guaranteed): Three bedrooms, one and a half bathroom, kitchen, lounge/dining-room, study, garage/store-room, under iron and marley tiled roof, concrete driveway, enclosed with precast walls.

*Terms*: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) 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 centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 16th day of July 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV104E/mgh/ff.)

Case 34009/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Farred: Faizline**, 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, 19 August 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 2853, Lenasia Extension 2 Township, Registration Division IQ, Transvaal, situation 46 Oliphant Street, Lenasia Extension 2, area 397 (three hundred and ninety-seven) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under asbestos roof, enclosed with precast walls.

*Terms*: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) 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 centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 6th day of July 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV87E/mgh/ff.)

Case 24193/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Viljoen: Francois Gerhardus Petrus**, First Defendant, and **Beyl: Laura Irene**, 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 Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 19 August 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:

Certain Erf 732, Bezuidenhout Valley Township, Registration Division IR, Transvaal, situation 66 Eighth Avenue, Bezuidenhout Valley, area 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, enclosed porch, garage/store-room, under iron roof, staff quarters with outside toilet, concrete driveway, enclosed with precast walls.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) 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 centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 13th day of July 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR147E/mgh/tf.)

Case 14959/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Platt: Kenneth Michael**, 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, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 19 August 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 133, Hurlyvale Township, Registration Division IR, Transvaal, situation 11 St John Road, Hurlyvale, Edenvale, area 1 126 (one thousand one hundred and twenty-six) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom with separate toilet, kitchen, lounge, dining-room, garage/store-room, swimming-pool, under tiled roof, staff quarters with outside toilet, brick driveway, enclosed with precast walls.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) 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 centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 7th day of July 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR291E/mgh/tf.)

Case 14963/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **One Edendale Property CC** (Reg. No. 91/07150/23), 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 Sheriff, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 19 August 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:* Portion 9, Erf 550, Eastleigh Township, Registration Division IR, Transvaal, situation 1 Edendale Road, Eastleigh, Edenvale, area 994 (nine hundred and ninety-four) square metres.

*Improvements:* Two semi detached dwellings each consisting of three bedrooms, kitchen, lounge, dining-room, carport, dwelling with one and a half bathrooms, dwelling with bathroom, under tiled roof, enclosed with wire fencing (not guaranteed).

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) 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 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 this the 7th day of July 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR292E/mgh/tf.)

Case 21240/91

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Madela Jabulani Edward**, First Defendant, and **Madela Thembelihle Esther**, 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 19 August 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 (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 1434, Klipspruit Extension 4 Township, Registration Division IQ, Transvaal, measuring 173 (one hundred and seventy-three) square metres, situated at Erf 1434, Klipspruit Extension 4 Township, Soweto.

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

Well kept detached single-storey dwelling under tiled 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.

Auctioneers 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 July 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. M16328/PC.)

Case 66/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Manzini Zidumo Gabriel**, 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 19 August 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 (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 1430, Mofolo North Township, Registration Division IQ, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, situated at Erf 1430, Mofolo North Township.

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

Single-storey dwelling, two bedrooms, dining-room, kitchen, 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.

Auctioneers 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 July 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. M22915/PC.)

Case 16896/90

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mohapi Tshehisi Josiah**, First Defendant, and **Mohapi Nozulu Elizabeth**, 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 19 August 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 (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 2051, Moroka Township, Registration Division IQ, Transvaal, measuring 512 (five hundred and twelve) square metres, situated at Erf 2051, Moroka 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, dining-room, outbuilding: Single garage and servant's quarters.

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.

Auctioneers 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 July 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. M12457/PC.)

Case 15067/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ngcobo Harry Sibusiso**, First Defendant, and **Ngcobo Nomthandazo Beauty**, 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 19 August 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 6813 (now renumbered 21557), Zone 5, Diepkloof Township, Registration Division IQ, Transvaal, measuring 237 (two hundred and thirty-seven) square metres, situated at Erf 6813 (now renumbered 21557), Zone 5, Diepkloof 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 tiled roof, three 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 13th day of July 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. N23527/PC.)

Case 11237/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ndlamlenze Mbulaleni Alfred**, First Defendant, and **Ndlamlenze Mamochengu Annah**, 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, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 18 August 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, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 10164, Tokoza Extension 5 Township, Registration Division IR, Transvaal, measuring 239 (two hundred and thirty-nine) square metres, situated at Erf 10164, Tokoza Extension 5 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 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 July 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. N23332/PC.)

Case 14376/92

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Matjila Boy Saul**, 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 19 August 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 23868, Diepkloof Township, Registration Division IQ, Transvaal, measuring 416 (four hundred and sixteen) square metres, situated at Erf 23868, Diepkloof Township.

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

Dwelling consisting of two bedrooms, dining-room, lounge, kitchen, bathroom, toilet, outbuilding: Two rooms 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 16th day of July 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. F16792/FC.)

Case 18203/91  
PH 7

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

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Sonnyboy Kenneth Makoe**, First Defendant, and **Jemina Makoe**, 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, at 131 Marshall Street, Johannesburg, on 19 August 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 2413, Jabulani Township, Registration Division IQ, Transvaal, measuring 207 (two hundred and seven) square metres, situated at Erf 2413, Jabulani Township.

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

Well kept single-storey dwelling under tiled roof, two bedrooms, lounge, dining-room, kitchen and bathroom.

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 R15 000 (fifteen thousand rand) and thereafter 2½ (two and a half per cent) up to a maximum free of R5 000 (five thousand rand). Minimum charges R50 (fifty rand).

Signed at Johannesburg on this the 14th day of July 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/M15811/SC.)

Case 12078/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ngwana Thanyani Alpheus**, 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, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Street, Krugersdorp, on 18 August 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, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 13722, Kagiso Extension 8 Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 375 (three hundred and seventy-five) square metres, situated at Erf 13722, Kagiso Extension 8 Township, Krugersdorp.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tile roof, three 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 13th day of July 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. N23388/PC.)

Case 27631/91

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Rasemene Viyana Samuel**, 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 19 August 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 781, Chiawelo Extension 3 Township, Registration Division IQ, Transvaal, situated at Erf 781, Chiawelo Extension 3 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of three bedrooms, bathroom, kitchen and dining-room.

*Outbuilding:* Carport.

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 16th day of July 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. R17543/PC.)

Case 15592/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Boshomane Makgabo Daniel**, First Defendant, and **Boshomane Refiloe Johannah**, 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 19 August 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 830, Protea North Township, Registration Division IQ, Transvaal, measuring 232 (two hundred and thirty-two) square metres, situated at Erf 830, Protea North 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 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 15th day of July 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. B15022/PC.)

Case 6523/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ngcangisa Orippa Nomakwezi N.O.**, Executrix in the estate late **Sidinile Eddy Vuyisa**, 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 19 August 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 438, Protea Glen Township, Registration Division IQ, Transvaal, measuring 245 (two hundred and forty-five) square metres, situated at Erf 438, Protea Glen Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, three bedrooms, bathroom, lounge 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 15h day of July 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. S20748/PC.)

Case 11422/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Phiri Frank**, 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 19 August 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.

Section 25, as shown and more fully described on Sectional Plan SS27/1987 in the building or buildings known as Yellowwood Park, situated in the Township of Berea, Registration Division IQ, Transvaal, measuring 74 (seventy-four) square metres, situated at Flat 34, Yellowwood Park 12, Prospect Street, Berea Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept attached single storey dwelling, bedroom, bathroom, kitchen and lounge.

*Outbuildings:* Carport.

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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneers' 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 16th day of July 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. P23355/PC.)

Case 69120/91

PH 157

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Stewart Cockburn**, 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 6 November 1992, will be sold in execution on Friday, 20 August 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 642, in the Township of Mondeor, Registration Division IR, Transvaal, in extent 1 201 (one thousand two hundred and one) square metres, situate at 198 Boswell Avenue, Mondeor, 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, entrance-hall, kitchen, three bedrooms, bathroom, shower and w.c. separate. *Outbuildings*: Garage, servant's quarter, w.c. and laundry. Similar construction to main building.

*Improvements*: Boundary brick and concrete walls, swimming-pool and paving.

*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 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 19th day of July 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6028.)

Case 115295/93  
PH 157

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Stephanus Johannes Jacobus Steyn**, First Defendant, and **Stephanus Johannes Jacobus Steyn**, Second Defendant, and **Claude Albertus Steyn**, Third 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 2 July 1993, will be sold in execution on Friday, 20 August 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 895, in the Township of Mondeor, Registration Division IR, Transvaal, in extent 992 (nine hundred and ninety-two) square metres, situate at 121 Cadogan Avenue, Mondeor, 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 tiled roof. *Floors*: Fitted carpets and tiles, comprising lounge, dining-room, study, TV-lounge, bar, kitchen, scullery, three bedrooms, two bathrooms, shower and two w.c.'s. *Outbuildings*: Two garages, servant's quarter, store-room, change room and w.c.

*Improvements*: Boundary concrete walling.

*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 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 19th day of July 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6368.)

Case 94545/91  
PH 157

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Titus Ramano**, 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 29 January 1993, will be sold in execution on Friday, 20 August 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 3773, Diepkloof Zone 3 Township, Registration Division IQ, Transvaal, in extent 297 (two hundred and ninety-seven) square metres, situate at 3773 Motaung Street, Diepkloof Zone 3, Soweto.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey built of face bricks under concrete roof. *Floors*: Concrete floors, comprising lounge, dining-room, lobby, study, kitchen, three bedrooms, two bathrooms, two w.c.'s and two Verandahs. *Outbuildings*: Garage, store-room and w.c.

*Improvements*: Boundary brick walls, screen walling and steel gates.

*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 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 19th day of July 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6100.)

Case 111760/92

PH 157

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Velaphi Zungu**, 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 26 January 1993, will be sold in execution on Friday, 20 August 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 Erf 588, Protea Glen Township, Registration Division IQ, Transvaal, in extent 306 (three hundred and six) square metres, situated at 588 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 and under tiled roof.

*Floors*: Fitted carpets and tiles, comprising lounge, 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 19th day of July 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6360.)

Case 123258/92

PH 157

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Mark Elliot Kirson**, First Defendant, and **Genevieve Kirson**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the properties listed hereunder which was attached on 8 February 1993, will be sold in execution on Friday, 20 August 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 Erven 135 and 136, in the Township of Parkwood, Registration Division IR, Transvaal, in extent 1 031 (one thousand and thirty-one) square metres, situated at 7 Flint Road, Parkwood, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, detached, built of bricks, painted plaster and tiled roof.

*Floors*: Wooden floors, comprising lounge, TV-room, dining-room, kitchen, pantry, five bedrooms, two bathrooms and two w.c.'s.

*Outbuildings*: Double garage, workshop, store-room and similar construction to main building.

*Improvements*: Boundary brick and concrete walls, paving walling and swimming-pool.

*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 North, First Floor, 131 Marshall Street, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 19th day of July 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6373.)

Case 9468/92

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

In the matter between **Allied Bank**, a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **David Frederik Horn**, First Defendant, and **Anita Horn**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Springs, on 8 January 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 3 September 1993 at 15:00, at the Sheriff's Office, 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 126, Paul Krugersoord Township, situated on 28 Trichardt Avenue, Paul Krugersoord, in the Township of Paul Krugersoord, District of Springs, measuring 654 (six hundred and fifty-four) 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, dining-room, kitchen, three bedrooms, bathroom and shower, w.c., servants' quarters, garage 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, Springs.

Dated at Springs on this the 19th day of July 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AF6163/Mrs Teixeira.)  
Bernard McNaughton & Jansen, Prudentia Building, 65 Fifth Street, Springs.

**Case 4352/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Rally Naicker**, First Defendant, and **Govindamma Naicker**,  
Second Defendant

On 18 August 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 811, Palm Ridge Township, Registration Division IR, Transvaal, measuring 805 (eight hundred and five) square metres, also known as 22 Felicia Street, Palm Ridge, 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 18% (eighteen 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 cent) of the price or 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 19th day of July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorney for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0794/Miss Kent.)

**Case 4052/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Thalenta Rodney Mtshali**, Defendant

On 18 August 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, 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 1401, Spruit View Extension 1 Township, Registration Division IR, Transvaal, measuring 400 (four hundred) square metres, also known as Erf 1401, Spruit View 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 of six rooms, other than kitchen, and two bathrooms with outbuildings of a similar construction comprising of two garages.

*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% (eighteen per centum) per annum, at the time of preparation of these conditions from the 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 (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 this the 19th day of July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM9021/Miss Kent.)

#### Case 1572/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Virginia Phillisiwe Mbuli**, First Defendant, and **Eric Christopher Maseko**, Second Defendant

On 18 August 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 246, Twala Township, Registration Division IR, Transvaal, measuring 312 (three hundred and twelve) square metres, also known as Erf 246, Twala, 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 of three rooms 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 seventy-five per centum) 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 of R400 (four hundred rand) 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 19th day of July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0356/Miss Kent.)

#### Case 1574/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Eric Solomon Mashiloane**, Defendant

On 18 August 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 2681, Spruit View Township, Registration Division IR, Transvaal, measuring 350 (three hundred and fifty) square metres, also known as Erf 2681, Spruit View, 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 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 18% (eighteen per centum) 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 of R400 (four hundred rand) 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 this the 19th day of July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0354/Miss Kent.)

**Case 8987/91**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Thandekile Emily Khumalo**, First Defendant, and **Enock Samson Ngwenya**, Second Defendant

On 18 August 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 leasehold in respect of Erf 1229, A P Khumalo Extension 1 Township, Registration Division IR, Transvaal, measuring 352 (three hundred and fifty-two) square metres, also known as Erf 1229, A P Khumalo 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 of 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 21,75% (twenty-one comma seventy-five per centum) 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 (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 this the 19th day of July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0080/Miss Kent.)

**Case 9712/91**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Jonathan Hlatshwayo**, First Defendant, and **Bahlakileng Damaris Hlatshwayo**, Second Defendant

On 18 August 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 rights, title and interest in the leasehold in respect of Erf 53, Sali Township, Registration Division IR, Transvaal, measuring 256 (two hundred and fifty-six) square metres, also known as Erf 53, Sali, 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 three bedrooms other than kitchen with outbuildings of a similar construction comprising carport, 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 21,75% (twenty-one comma seventy-five per centum) 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 (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 19 July 1992.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Ref. MH0004/Miss Kent.) (Tel. 825-1015.)

Case 1491/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Nomalinde Gerlie Gxekwa**, Defendant

On 18 August 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 163, A P Khumalo Township, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, also known as Erf 163, 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 18,75% (eighteen comma seventy-five per cent) 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 cent) 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 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 this the 19th day of July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Ref. MG0018/Miss Kent.) (Tel. 825-1015.)

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Jabulani Radebe N.O.**, First Defendant, and **Dudu Nicholas Radebe**, Second Defendant, and **Jabulani Radebe**, Third Defendant, and **Zakhele Joseph Radebe**, Fourth Defendant

On 18 August 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 9521, Motloug Township, Registration Division IR, Transvaal, measuring 291 (two hundred and ninety-one) square metres, also known as Erf 9521, Motloug, Katlehong, Germiston, District of Alberton, (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Semi-detached single storey brick residence under iron roof comprising of three bedrooms other than kitchen.

*The material conditions of the sale are:*

1. The sale shall, in 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 interms of the mortgage bond over the property held by the Plaintiff which was 18.75% (eighteen comma seventy-five per centum) 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 of R400 (four hundred rand) 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 trasfer 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 authority 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 this the 19th day of July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MR0009/Miss Kent.)

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Sebolecwe, Pamela Sibongile**, 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, 131 Marshall Street, Johannesburg, on 5 August 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the Offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Site 2344, Dube Township, Registration Division IQ, Transvaal, measuring 263 (two hundred and sixty-three) square metres, held under certificate of Registered Grant of Leasehold TL35378/1990, situated at 2344 Potsoa Street, Dube, Meadowlands.

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

*Main building:* IBR roof comprising of 2/3 bedrooms, bathroom, dining-room/lounge and kitchen. Entire property is roughly plastered.

*Outbuildings:* Outbuilding consists of a garage and a room. The yard is walled. Property in a very poor state of repair.

*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 are payable on the day of sale, to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2½% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R30 (thirty rand).

Dated on the 15th day of June 1993.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Voster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F16.)

Case 22173/92  
PH 168IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Corthing, Stephanus Petrus**, First Defendant, and **Corthing, Belinda Bernedette Marshalla**, 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 offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, on 19 August 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 188, Roseacres Extension 3 Township, Registration Division IR, Transvaal, measuring 739 (seven hundred and thirty-nine) square metres, held under Deed of Transfer T12523/92, situated at 177 Aschman Street, Roseacres, Johannesburg.

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

*Main building:* Detached single dwelling consisting of four rooms, kitchen, one and a half bathrooms, replastered walls, concrete floor, wood-rhineboard ceilings under tiled roof.

*Outbuildings:* Outbuilding consists of single garage, maids room, toilet separate from main building, swimming-pool and entrance.

*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 are payable on the day of sale, to be calculated as follows:

5% (five per centum) of the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2½ (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand.) Minimum charges R30 (thirty rand).

Dated the 25th day of June 1993.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F51.)

Case 1676/93  
PH 168IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mabulane, Abram**, 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 Deputy Sheriff, 131 Marshall Street, Johannesburg, on 19 August 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Remaining Extent Erf 1184, Turffontein Township, Registration Division IR, Transvaal, measuring 248 (two hundred and forty-eight) square metres, held under Deed of Transfer T43264/92, situated at 55A Gordon Street, Turffontein, Johannesburg.

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

*Main building:* Face brick and plaster construction under pitched corrugated iron roof, three bedrooms, lounge, dining-room, kitchen, bathroom, Rhino ceiling, carpets and pvc flooring.

*Outbuildings:* Outbuilding consists of single garage, servant's room plus toilet, construction brick, plaster painted under flat, corrugated iron roof.

*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 are payable on the day of sale, to be calculated as follows:

5% (five per centum) of the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2½% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R30 (thirty rand).

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F76.)

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Mofokeng, Samuel Mosiuoa**, 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 Deputy Sheriff, 131 Marshall Street, Johannesburg, on 5 August 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 984, Mapetla Township, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, held under Certificate of Right of Leasehold 984, Mapetla, situated at 984 Mapetla, Soweto.

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

*Main building:* Two bedrooms, dining-room and kitchen. The inside walls are well plastered and painted. The whole house has a massonite board ceiling and the ceiling in the dining-room has been expensively decorated and the whole house is electrified.

*Outbuildings:* The outbuilding consists of two separate rooms occupied by tenants. They both have a massonite board ceiling and are also electrified. The garage is also occupied by a tenant. It has no ceiling but it is electrified. One outside toilet.

*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 are payable on the day of sale, to be calculated as follows:

5% (five per centum) of the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2½% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R30 (thirty rand).

Dated the 18th day of June 1993.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F41.)

Saak 288/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **B. Motswagae**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 13 Augustus 1993 om 10:00, voor die Landdroskantoor, te Zeerust, per eksekusieveiling verkoop:

Erf 427, geleë in Ikageleng, Zeerust, groot 260 (tweehonderd en sestig) vierkante meter.

Hierdie erf is 'n onbeboude erf sonder enige verbeterings.

*Terme:* Kontant/bankgewaarborgde tjek.

*Verkoopvoorwaardes:*

Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Julie 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0554.)

Saak 304/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **J. Mabe**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 13 Augustus 1993 om 10:00, voor die Landdroskantoor, te Zeerust, per eksekusieveiling verkoop:

Erf 439, geleë in Ikageleng, Zeerust, groot tweehonderd-en-twaalf (212) vierkante meter. Hierdie erf is 'n onbeboude erf sonder enige verbeteringe.

*Terme:* Kontant/bankgewaarborgde tjek.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Julie 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0534.)

Saak 284/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **T. Rankwane**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 13 Augustus 1993 om 10:00, voor die Landdroskantoor, te Zeerust, per eksekusieveiling verkoop:

Erf 536, geleë in Ikageleng, Zeerust, groot tweehonderd vyf-en-vyftig (255) vierkante meter. Hierdie erf is 'n onbeboude erf sonder enige verbeteringe.

*Terme:* Kontant/bankgewaarborgde tjek.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Julie 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms//ZR0100.)

Saak 332/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **K. Seleki**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 13 Augustus 1993 om 10:00, voor die Landdroskantoor, te Zeerust, per eksekusieveiling verkoop:

Erf 1043, geleë in Ikageleng, Zeerust, groot vierhonderd vyf-en-sewentig (475) vierkante meter. Hierdie erf bestaan uit erf met sinkhuisie.

*Terme:* Kontant/bankgewaarborgde tjek.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Julie 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms//ZS0234.)

Saak 305/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **J. Mabe**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 13 Augustus 1993 om 10:00, voor die Landdroskantoor, te Zeerust, per eksekusieveiling verkoop:

Erf 912, geleë in Ikageleng, Zeerust, groot driehonderd ses-en-sewentig (376) vierkante meter. Hierdie erf bestaan uit erf met sinkhuisie.

*Terme:* Kontant/bankgewaarborgde tjek.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 16de dag van Julie 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms//ZM0535.)

Saak 303/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng**, Eiser, en **C. Mabe**, Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 13 Augustus 1993 om 10:00, voor die Landdroskantoor, te Zeerust, per eksekusieveiling verkoop:

Erf 835, geleë in Ikageleng, Zeerust, groot tweehonderd twee en sestig (262) vierkante meter.

Hierdie Erf bestaan uit 'n baksteenwoonhuis met sinkdak.

*Terme:* Kontant/bankgewaarborgde tjek.

Geteken te Zeerust op hede die 16de dag van Julie 1993.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms//ZM0533.)

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

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Rigo CC**, 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 in front of the Magistrate's Court, Pretorius Street, Christiana, on Friday, 27 August 1993 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Christiana, 6 Pretorius Street, Christiana:

Erf 104, situated in the Town of Christiana, Registration Division HO, Transvaal, measuring 2 855 (two thousand eight hundred and fifty-five) square metres, held by virtue of Deed of Transfer T69885/90, and known as 3 Robyn Street, Christiana.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with carpeted floors and tiled roof, consisting of entrance hall, lounge, dining-room, study, kitchen, pantry, four bedrooms, two bathrooms/toilets. Outbuildings consist of two garages, two servants' rooms, toilet and two store-rooms.

*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 are also payable by the purchaser on the day of sale.

Dated at Pretoria on this the 16th day of July 1993.

H. Abro, for Hack, Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] [Ref. H. Abro/JD/HA2076(A).]

Saak 12737/91

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

In die saak tussen **Standard Bank van SA Bpk.**, Eiser, en **Martin Calvyn Jordaan**, Verweerder

In uitvoering van 'n vonnis in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 16 Maart 1992, die eiendom hieronder genoem sal verkoop word in eksekusie op Donderdag, 19 Augustus 1993 om 10:00, te die Balju se Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Sekere Erf 129, Chloorkop-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 4467 (vierduisend vierhonderd sewe-en-sestig) vierkante meter.

Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in die verband, hiermee verleen word nie: 'n Woning bestaande uit sitkamer, eetkamer, studeerkamer, kombuis, spens, vier slaapkamers, twee badkamers, aparte toilette, enkelmotorhuis, waskamer, bediende toilet en twee buitekamers.

*Die verkoopvoorwaardes:*

1. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans tydens transport, waarvoor waarborge verskaf moet word.

2. Die verkoopvoorwaardes sal voor die aanvang van die verkoping voorgelees word en sal by die kantoor van die Balju, Kempton Park, ter insae lê. 'n Bouvereniginglening kan gekry word vir 'n goedgekeurde koper met vooraf verkreeë toestemming.

Geteken te Kempton Park op hierdie 15de dag van Julie 1993.

E. P. Scholtz, vir Joubert, Scholtz Ing, Eerste Verdieping, Cornerhouse, hoek van Sentraallaan en Wesstraat, Kempton Park, 1620. (Tel. 394-2676.) (Verw. mnr. Joubert/IG/IS.59.)

Case 890/92

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

In the matter between **Trust Bank**, Plaintiff, and **M. E. du Preez**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 8 July 1992 and subsequent warrant of execution the following property will be sold in execution on 27 August 1993 at 15:00, at the offices of the Sheriff, Springs, Magistrate's Office, 66 Fourth Street, Springs, namely:

Erf and Township Holding 1080, Geduld Extension, Township of Springs, held by Deed of Transfer T417/1981, measuring 298 (two hundred and ninety-eight) square metres, Registration Division IR, Transvaal.

*Description of the property:* Brick building, zinc roof, lounge, three bedrooms, dining-room, kitchen, toilet, bathroom and garage.

*Terms:* Ten per centum (10%) of the purchase price and four per centum (4%) auctioneer's charges (minimum R10), 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 of the Court within fourteen (14) days from date of sale. The purchaser shall be liable to pay interest at the rate of 20,25% (twenty comma two five per centum) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely, Trust Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Springs on this the 14th day of July 1993.

B. Cooper, for Ivan Davies Theunissen, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. Mr Ashton/lf/D41491.)

Case 2198/93

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

In the matter between **First National Bank**, Plaintiff, and **S. P. Machabe**, First Defendant, and **N. P. Machabe**, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 25 May 1993 and subsequent warrant of execution the following property will be sold in execution on 27 August 1993 at 15:00, at the offices of the Sheriff, Springs, 66 Fourth Street, Springs, namely:

Erf and Township Erf 220, Township of Wright Park, held by Deed of Transfer T34184/92, measuring 991 square metres, Registration Division IR, Transvaal.

*Description of the property:* Brick building, iron roof, swimming-pool, double garage, outside room, kitchen, lounge, three bedrooms and bathroom.

*Terms:* Ten per centum (10%) of the purchase price and four per centum (4%) auctioneer's charges (minimum R10), 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 of the Court within fourteen (14) days from date of sale. The purchaser shall be liable to pay interest at the rate of 16% (sixteen per centum) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely, First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Springs on this the 14th day of July 1993.

B. Cooper, for Ivan Davies Theunissen, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. Mr Ashton/NK/DN2411.)

Saak 1992/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK WONDERBOOM GEHOU TE PRETORIA-NOORD

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Erf 1376, Theresapark Extension 15 BK**, Verweerder

Ingevolge 'n vonnis toegestaan en 'n lasbrief vir eksekusie gedateer 22 April 1993 word die volgende eiendom deur die Balju, Pretoria-Noord, op 20 Augustus 1993 om 11:00, verkoop by die Baljukantoor, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord.

Sekere Gedeelte 2, soos getoon op Deelplan SS592/92 ten opsigte van die skema bekend as Theresa 1366, geleë te Theresapark-uitbreiding 15, Plaaslike Owerhede van Akasia, Registrasieafdeling JR, Transvaal, groot 108 vierkante meter, geleë te Lizardlaan 33, Theresapark-uitbreiding 15.

*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word sonder reserweprys aan die hoogste bieder en sal onderworpe wees aan die bepalings en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die bepalings van die Titellaktes, in sover dit van toepassing mag wees.

2. Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee verskaf nie:

*Beskrywing van eiendom:* Duethuis: Sitkamer, kombuis, drie slaapkamers, toilet, eetkamer, 1½ badkamers en stort.

*Buitegeboue:* Enkelmotorhuis en oop patio.

3. *Betaling:* 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 registrasie van oordrag, sal binne 14 (veertien) dae aan die Balju betaal of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van die Balju te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord.

Gedateer te Pretoria op hierdie 21ste dag van Junie 1993.

Shapiro & Vennote Inc., vir Jacobson & Levy, Magaliesheights, Pretoria-Noord. (Verw. mev. Van Niekerk/R353.)

Case 15970/87

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **S. C. Mazibuko**, First Defendant, and **Mrs. A. Mazibuko**, Second Defendant

Pursuant to a judgment against the above Defendant of the above Honourable Court in the above-mentioned matter dated 10 November 1987, and an attachment of execution, the following property of the Defendants will be sold in execution on Friday, 20 August 1993 at 10:00, at the Main Entrance-hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, to the highest bidder subject to the conditions which will be read by the auctioneer at the sale:

Site 21211, Sebokeng, Unite 14 Township, Registration Division IQ, Transvaal, measuring 330 square metres and held under Deed of Transfer TL22128/86. The property is also known as Stand 21211, Zone 14, Sebokeng.

The following improvements are situate on the property although in this respect nothing is guaranteed: A dwelling consisting of garage, kitchen, toilet bathroom, three bedrooms and lounge.

*Terms:* Ten per centum (10%) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at 15,5% (fifteen comma five per centum) per annum to be payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within thirty (30) days from the date of the sale.

Auctioneer's charges calculated at 5% (five per centum), minimum R50 on the proceeds of the sale up to a price of R20 000 and thereafter at 3% (three per centum) to a maximum fee of R6 000.

The full conditions of sale are lying for inspection at the offices of the Sheriff of the Supreme Court, Vanderbijlpark. [Tel. (016) 33-5555.]

Dated at Pretoria on this the 22nd day of July 1993.

Macintosh Cross & Farquharson, Attorneys for Plaintiff, 210 Permanent Buildings, 246 Paul Kruger Street, Pretoria. (Ref. Mr Coetzee/EV/D84/93.)

Saak 2253/93

#### IN DIE LANDDROSHOF VIR DIE DISTRIK WONDERBOOM GEHOU TE PRETORIA-NOORD

In die saak tussen **NBS Bank Bpk.**, Eiser, en **R Joubert**, Eerste Verweerder, en **D C Joubert**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof gedateer 15 April 1993 en 'n lasbrief, word die volgende onroerende eiendom in eksekusie verkoop op 20 Augustus 1993 om 11:00, by die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord:

Erf 173, Hesteapark-uitbreiding 4, geleë te die dorpsgebied Hesteapark Registrasieafdeling JR, Transvaal, grootte 1 016 (eenduisend en sestien) vierkante meter, gehou onder Akte van Transport T73621/91, onderhewig aan die voorwaardes daarin vermeld en meer in besonder die voorbehoud van minerale regte.

*Fisiese adres:* Bokserstraat 148, Hesteapark-uitbreiding 4.

Die volgende bykomende inligting word verskaf maar geen aanspreeklikheid word aanvaar indien dit in enige opsig foutief sou wees nie:

*Reserweprys:* Daar sal geen reserwe prys wees nie.

*Verbeterings:* Die verbeterings op die beslaggelegde eiendom bestaan uit die volgende:

1. *Mure:* Siersteen.
2. *Dak:* 'n Teël staandak.
3. Woning bestaan uit twee slaapkamers, sitkamer, kombuis, badkamer en eetkamer.
4. *Vloerbedekking:* Matte in slaapkamers, teëls in sitkamer, eetkamer kombuis en badkamer.
5. *Buitegeboue:* Toilet.
6. Is daar 'n swembad op die perseel? Nee.
7. Is daar 'n boorgat op die perseel? Nee.

Die eiendom staan ook bekend as Bokserstraat 148, Hesteapark-uitbreiding 4.

*Terme en voorwaardes:*

*Terme:* Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 14 (veertien) dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

*Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria-Noord op hierdie 19de dag van Julie 1993.

Smuts, Uys & Van der Schyff, Prokureurs vir Eiser, Zeldaparkgebou, Eerste Verdieping, Gerrit Maritzstraat 570, Posbus 16454, Pretoria-Noord. (Tel. 546-2331/2.) (Verw. Z. Uys/ALL/465.)

Saak 875/92

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

In die saak tussen **Saambou Bank Bpk.**, Eksekusieskuldeiser, en **Oupa Klaas Meyers**, Eerste Eksekusieskuldenaar, en **Elsie Siphwe Meyers**, Tweede Eksekusieskuldenares

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 3 Maart 1992 en 'n lasbrief vir eksekusie, gedateer 19 Maart 1992, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju, Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 1 September 1993 om 11:00:

Die reg, titel en belang in huurpag van Erf 3169, Watville-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 229 (tweehonderd nege-en-twintig) vierkante meter, geleë te Masekostraat 2837, Wattville.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer/toilet en kombuis.

*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Landdroshof, Arcadiagebou 214, Princeslaan 84, Benoni.

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 16de dag van Julie 1993.

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

Saak 788/91

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

In die saak tussen **Makwassie Gesondheidskomitee**, Eiser, en **Brenda Smit**, Verweerderes

Ingevolge 'n vonnis van die Landdroshof en 'n lasbrief in eksekusie, gedateer 23 Junie 1993 in bogemelde saak, word 'n openbare veiling en sonder reserweprijs gehou voor die Landdroshof, Piet Retiefstraat, Wolmaransstad, op Vrydag, 13 Augustus 1993 om 10:00, volgens voorwaardes wat nou by die Balju, Landdroshof, Wolmaransstad, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendomme in besit en tans geregistreer in naam van die Verweerderes, naamlik:

Erf 214, geleë in die dorp Makwassie, Registrasieafdeling HO, Transvaal, groot 2 231 (tweeëuisend tweehonderd een-en-dertig) vierkante meter;

Erf 215, geleë in die dorp Makwassie, Registrasieafdeling HO, Transvaal, groot 2 231 (tweeëuisend tweehonderd een-en-dertig) vierkante meter.

Gehou kragtens Akte van Transport T20967/85.

Die eiendomme is onverbeterd en geleë te Erf 214, Ammstraat 42, Makwassie;

Erf 215, Smitstraat 39, Makwassie.

**Terme:** Die koper moet 'n deposito van 10% (tien persent) van die koopprijs, en afslaaerskommissie betaal op die dag van die veroping.

Die balans plus rente teen 18,5% (agtien komma vyf persent) per jaar, vanaf 14 Augustus 1993 tot datum van betaling, is betaalbaar teen registrasie van transport wat verseker moet word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, welke waarborg aan die Balju, Landdroshof, verskaf moet word binne 14 (veertien) dae na die datum van die verkoping.

Aldus gedaan en geteken te Wolmaransstad op hede die 19de dag van Julie 1993.

P. S. van Tonder, vir Taljaard, Nieuwoudt & Van Tonder, Eiser se Prokureur, Krugerstraat 33, Posbus 287, Wolmaransstad, 2630. [Tel. (01811) 2-1072/3/5.]

Saak 1653/93

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

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Willem Pieter Holtzhausen**, Eerste Verweerder, en **Rosanna Pamela Holtzhausen**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 10 Junie 1993, sal die ondervermelde eiendom op 20 Augustus 1993 om 10:00, aan die hoogste bieder by die kantore van die Balju, Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 336, Groblerpark-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 664 (seshonderd vier-en-sestig) vierkante meter, gehou kragtens Akte van Transport T17949/92, beter bekend as Propertyweg 728, Groblerpark, Roodepoort.

**Voorwaardes van die verkoop:**

1. Die verkoping sal onderhewig wees aan:

Die bepalinge van die Wet op Landdroshof en die regulasies daarkragtens uitgevaardig;

die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeterings is op die eiendom aangebring:

Enkelverdiepinghuis met teëldak, sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediendekamer, dubbelmotorhuis, pleistermure, redelike tuin, staalvenster met steenmuur ommuur en swembad.

3. **Terme:** 10% (tien persent) van die koopprijs sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agtien persent), welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouvereniging waarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju, Roodepoort.

Geteken te Roodepoort op hierdie 19de dag van Julie 1993.

Cilliers & Van Rensburg, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669.) (Verw. P. Cilliers/LJ/N130.)

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Frederick James Bernard Strijdom**, First Defendant, and **Hilary Anne Strijdom**, Second Defendant

In pursuance of a judgment and 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, 25 August 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Certain Erf 1949, Rynfield Extension 6 Township, Registration Division IR, Transvaal, in extent 825 (eight hundred and twenty-five) square metres, held under Deed of Transfer T23717/89, situated at 23 Oeoe Street, Rynfield, Benoni, 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 main building:* Lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., shower/w.c., attached w.c. and family-room.

*Other:* Precast wall, double carport and 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 a 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, Prince's Avenue, Benoni.

Dated at Benoni on this the 21st day of July 1993.

N. Miller, for Lovell Miller Dreyer & Kraitzick, Plaintiff's Attorneys, Sogrets House, 48 Woburn Avenue, Benoni. (Ref. N. Miller/CK.)

Case 1757/93

## 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 **Laubscher Carl Robert**, First Defendant, and **Laubscher Vanessa Lynne**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 6 July 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 27 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 285, Groeneweide Extension 1 Township, situated on 15 Kern Avenue, Groeneweide Extension 1, in the Township of Groeneweide Extension 1, District of Boksburg, measuring 1 388 (one thousand three 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, three bedrooms, bathroom, w.c. and kitchen.

*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 20th day of July 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AU0125/Mrs Teixeira.)

Case 1623/93

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

In the matter between **United Bank**, a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Andre Johan Schonken**, First Defendant, and **Maria Magdalena Schonken**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 29 April 1993 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 1 September 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 6090, Northmead Extension 4, situated at 142 O'Reilly Merry Street, Northmead Extension 4, in the Township of Northmead Extension 4, District of Benoni, measuring 995 (nine hundred and ninety-five) 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, family room, kitchen, three bedrooms, bathroom, w.c., garage, servants' quarters 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, Benoni.

Dated at Boksburg on this the 20th day of July 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0116 (AU116).]

Case 1425/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Davies Paul John**, 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 Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 17 August 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 section 1 as shown and more fully described on Sectional Plan SS75/92 in the scheme known as Bush Hill Village, situate at Erf 678, Bromhof Extension 33 Township, Randburg Local Authority, and an undivided share in the common property, area 78 square metres, situation Flat 15, Bush Hill Village, Ostrich Avenue, Bromhof Extension 33, Randburg.

*Improvements* (not guaranteed): Well fitted unit consisting of lounge/dining-room, kitchen, two bedrooms, bathroom and toilet, pool and parking area.

*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 at 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 1st day of July 1993.

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/3113.)

Case 27136/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **McLachlan Robert John**, First Defendant and **McLachlan Catherine Ruth**, 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 for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, at Tuesday, 17 August 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 3132, Randparkrif Extension 41 Township, Registration Division IQ, Transvaal, area 1 196 square metres, situation 30 Aalwyn Street, Randpark Ridge Extension 41, Randburg.

*Improvements* (not guaranteed): Single storey dwelling consisting of lounge, dining-room, study, kitchen, three bedrooms, fitted carpets/tiles, two bathrooms, shower cubicle, three toilets and fenced 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 14th day of July 1993.

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/N3062.)

Case 1803/92

## 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 Ltd, Plaintiff, and **Fanios Walters Mashigo**, Defendant.

In pursuance of a judgment in the Court for the Magistrate of Germiston, and writ of execution dated 14 June 1993, the property listed hereunder will be sold in execution on 20 August 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 2781, Vosloorus Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held under Certificate of Registered Grant of Leasehold TL24737/86 dated 31 July 1986 and situate at 2781 Mathabela Street, Vosloorus, Boksburg.

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

A single storey plastered and painted residence, under tiled roof, comprising kitchen, three bedrooms, dining-room, 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 charges 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 13th day of July 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, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/eg LN0906.)

Case 7783/92

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Dabula John Hlatswayo**, First Defendant, and **Julia Mantoa Hlatswayo**, Second Defendant

Pursuant to a judgment granted by the abovementioned Honourable Court, dated 3 August 1992 and warrant of execution served on 1 September 1992, the undermentioned property will be sold on 18 August 1993 at 10:00, at the Sheriff of the Magistrate's Office, Johria Court, 4 Du Plessis Street, Florentia, Alberton, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 9393, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Site 9393, Tokoza Extension 2, District of Katlehong, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed):

Detached single story conventional built residence under tiled roof comprising two bedrooms, lounge, kitchen, two bathrooms and outside buildings comprising of nil.

*Material 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 21% (twenty one per centum) per annum at the time of the 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 cent) 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 Messenger of the Court and/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 Magistrate's Court.

Dated at Bedfordview on this the 13th day of July 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, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/EG LS1012.)

Case 423/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Matrina Emily Mohudi**, Defendant

In pursuance of a judgment in the Court of Westonaria and writ of execution dated 30 March 1993, the following property will be sold in execution on 13 August 1993 at 10:00, in front of the Magistrate's Court, Westonaria, to the highest bidder:

All the Defendant's right, title and interest in and to her right of leasehold in respect of Erf 3161, Bekkersdal Township, Registration Division IQ, Transvaal, in extent 293 (two hundred and ninety-three) square metres, held by Certificate of Registered Grant of Leasehold TL39396/90, situated at Erf 3161, Bekkersdal, Westonaria.

*Improvements:* Single storey dwelling under tiled roof comprising two bedrooms, bathroom, kitchen and lounge/dining-room, in regard to which, however, nothing is guaranteed.

*Terms:*

1. R5 000 or 10% (ten per centum) of the purchase price (whichever shall be the greater) 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 21 days, the purchaser to pay transfer costs, rates, etc.

2. The property will be sold voetstoots subject to any tenancy.

3. The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the Sheriff's Office, Westonaria.

4. The Plaintiff is prepared to grant a bond to an approved purchaser.

S. W. Kruger, for Truter Crous Wiggill & Vos., Attorney for Plaintiff, Truvos Building, 88 Briggs Street, Westonaria. (Ref. Mr Kruger/eb/NP253.)

Case 1401/91

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Motsepe Solomon Teleko**, First Defendant, and **Rathata Hendrick Teleko**, Second Defendant

In pursuance of a judgement in the Court of Westonaria and writ of execution dated 22 June 1993 the following property will be sold in execution on 13 August 1993 at 10:00, in front of the Magistrate's Court, Westonaria, to the highest bidder:

All the Defendant's right, title and interest in and to their leasehold in respect of Erf 2982, Bekkersdal Township, Registration Division IQ, Transvaal, in extent 285 (two hundred and eight five) square metres, held by Certificate of Registered Grant of Leasehold TL12469/90, situated at Erf 2982, Bekkersdal, Westonaria.

*Improvements:* Single storey dwelling under tiled roof comprising two bedrooms, bathroom, kitchen, lounge/dining-room, in regard to which, however, nothing is guaranteed.

*Terms:*

1. R5 000 or 10% (ten per centum) of the purchase price (whichever shall be the greater) 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 21 days, the purchaser to pay transfer costs, rates, etc.

2. The property will be sold voetstoots subject to any tenancy.

3. The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the Sheriff's Office, Westonaria.

4. The Plaintiff is prepared to grant a bond to an approved purchaser.

Dated at Westonaria this 13th day of July 1993.

S. W. Kruger, for Truter Crous Wiggil & Vos, Attorney for Plaintiff, Truvos Building, 88 Briggs Street, Westonaria. (Ref. Mr Kruger/eb/NP182.)

Case 25152/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and **Bruce Gary Michael Pather**, First Defendant, and **Thavarasi Pather**, 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, Magistrate's Court, President Steyn Street, Westonaria, at 20 August 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 1282, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, area 542 square metres, situation 1282 Richmond Street, Lenasia South Extension 1, Johannesburg.

*Improvements (not guaranteed):* A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and carport with precast walls around the property.

*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 this the 15th day of July 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 7156-092.)

Case 26473/91

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

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and **Mark Rene Hassler**, 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 20 August 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 2842, Weltevredenpark Extension 24 Township, Registration Division IQ, Transvaal, area 1 446 square metres, situation 3 Insinde Avenue, Weltevredenpark, Roodepoort.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage, carport, servant's quarters, servant's toilet with precast walls around property.

*Terms:* 10% (ten per centum) 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 centum), to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 7th day of July 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 7156-014.)

Case 12445/92

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 **Peter McKenzie Snowball**, 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 19 August 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 709, Greenside Extension Township, Registration Division IR, Transvaal, area 1 282 square metres.

*Situation:* 51 Muirfield Road, Greenside.

*Improvements* (not guaranteed): A double storey house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, two garages, store-room, two carports, servants' quarters and swimming-pool with brick walls around 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 (twenty thousand rand) and thereafter 3% (three per cent), to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this 9th day of July 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 7153-034.)

Case 9543/93

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## 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 **Buys Anita Christa**, 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 sales rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 20 August 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Section 7, as shown and more fully described on Sectional Plan SS110/1981, in the building or buildings known as Europa Place, measuring 105 m<sup>2</sup>, held by the Defendant under Certificate of Registered Sectional Title ST2272/1992, being 7 Europa Place, Sixth Avenue, Florida.

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

The dwelling consists of lounge, dining-room, two bedrooms, bathroom/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 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:

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 11th day of July 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z67109/FCLS/WR/Mr Brewer/djl.) (Account No.: Z67109.)

Case 26097/92

## 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 **Pieter Cornelius Vermeulen**, 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 20 August 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 108, Roodepoort West Township, Registration Division IQ, Transvaal, area 752 square metres.

*Situation:* 69 Coetzee Avenue, Roodepoort West.

*Improvements* (not guaranteed): A house under iron roof comprising of entrance-hall, three bedrooms, bathroom, kitchen, lounge, dining-room, separate toilet, servants' quarters, garage and carport 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 on this 13th day of July 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 7158-014.)

Case 7963/92

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

In the matter between **Nedcor Bank Ltd**, formerly known as Nedperm Bank Ltd, Plaintiff, and **Zanele Dorris Makhubu**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 5 October 1992, the following property will be sold in execution on 25 August 1993 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendant's right, title and interest in and to his/her right of leasehold in respect of:

Erf 10446, Kagiso Extension 2, Township, Registration Division IQ, Transvaal, in extent 342 (three hundred and forty-two) square metres, for Residential purposes, held by the Defendant under Certificate of Registered Grant of Leasehold TL23900/1988, known as Erf 10446, Kagiso Extension 2, Krugersdorp.

Upon which is erected a single storied detached dwelling under tile roof consisting of three bedrooms, bathroom, kitchen and lounge/dining-room.

No guarantee is however given in respect of the foregoing description.

*Terms:* R6 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 Krugersdorp Magisterial District) 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 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 Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, 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, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 22218/91  
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 **Kruger Michael John**, 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 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 17 August 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk and Blairgowrie Drive, Randburg:

Erf 145, Robin Hills Township, Registration Division IQ, Transvaal, measuring 1 491 m<sup>2</sup>, held by the Defendant under Deed of Transfer T37262/1975, being 59 Kings Avenue, Robin Hills, Randburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, TV-room, three bedrooms, two bathrooms/w.c., separate w.c., kitchen, study, single garage and single carport, servant's room and w.c., store-room and swimming-pool.

*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 23rd day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Ms. Glyn/Mr Roos/cb.) (Account Z28092.)

Case 6333/93  
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 **Meintjies Sean Steven**, First Defendant, and **Meintjies Beverly Gwendoline**, 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 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 17 August 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 Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Stand 1317, Jukskei Park Township Extension 6, Registration Division IQ, Transvaal, measuring 1 111 m<sup>2</sup>, held by the Defendants under Deed of Transfer T51204/90, being Stand 1317, Zircon Street, Jukskei Park, Extension 6.

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

The dwelling consists of lounge, three bedrooms, bathroom, w.c., bathroom with shower and 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 23rd day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Glyn/Mr Roos/Hs.) (Account Z65788.)

Case 4459/93  
PH267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd (Allied Bank Division)**, Plaintiff, and **Mokhesi, Lucas Nthimotse**, First Defendant, and **Mokhesi, Annah Mapaseka**, 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, Boksburg, at 182 Leeuwpoot Street, Boksburg, on Friday, 20 August 1993 at 11:15, 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, Boksburg, 182 Leeuwpoot Street, Boksburg:

The right of leasehold in respect of Erf 8127, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 301 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL21046/88, being Stand 8127, Vosloorus Extension 9, Vosloorus, Boksburg.

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

The dwelling consists of lounge, bedroom, 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 9th day of July 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Mr King/kw.) (Account Z70755.)

Case 9062/93  
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd (Allied Bank Division)**, Plaintiff, and **Van Tonder Jan Bastiaan**, First Defendant, and **Van Tonder Magdalena Johanna Petronella**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suite, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on Friday, 20 August 1993 at 11:15, 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, Boksburg, 182 Leeuwpoot Street, Boksburg:

Erf 202, Freeway Park Township, Registration Division IR, Transvaal, measuring 1 160 m<sup>2</sup>, held by the Defendants under Deed of Transfer T45389/90, being 7 Lynn Road, Freeway Park, Boksburg.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, two bathrooms, kitchen and outside 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 9th day of July 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Mr King/kw.) (Account Z70769.)

## 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 **Boutanquoi Elsie Elizabeth**, 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 19 August 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Holding 94, Buyscelia Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,1429 hectares, held by the Defendant under Deed of Transfer T83413/1990, being 94 Joubert Street, Buyscelia, Vereeniging.

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, kitchen, three bedrooms, bathroom/w.c., shower/w.c., two garages and store-room.

*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 28th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z62414.) (Ref. Z62414/FCLS/WR/Mr. Brewer/djl.); or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 7285/93

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 **Shoeman Petrus Albertus**, 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, 19 August 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 1 of Erf 2832, Newlands Township, Registration Division IQ, Transvaal, measuring 496 m<sup>2</sup>, held by the Defendant under Deed of Transfer T42166/1987, being 6 New Street, Newlands.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom, w.c., kitchen, separate cottage with bedroom, kitchen, lounge and bathroom, w.c., single garage.

*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 23rd day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z65902.) (Ref. Ms Glyn/Mr Roos/NG/hs.)

Case 32112/92  
PH 267IN 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 **Gamsu Avril**, 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, 19 August 1993 at 10:00, of the under-mentioned 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:

Erf 460, Glenhazel Extension 8 Township, measuring 1 488 m<sup>2</sup>, held by the Defendant under Deed of Transfer T3477/1989, being 89 Giovanni Crescent, Glenhazel Extension 8, Johannesburg.

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/study, five bedrooms, two bathrooms and kitchen.

*Outbuildings:* Double garage, two servants' rooms, utility room, bathroom/w.c., swimming-pool, cloak room.

*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 29th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z23586.) (Ref. Ms Glyn/Mr Roos/NG/hs.)

Case 447/93  
PH 267IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Yaakobov Yuval**, 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, 19 August 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:

Section 1, as shown and more fully described on Sectional Plan SS103/1988, in the scheme known as 120 Frances Street, situated at Bellevue Township, in the Area of Johannesburg Local Authority, measuring 107 m<sup>2</sup>, held by the Defendant under Deed of Transfer ST20175/1992, being 120 Frances Street, Yeoville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, bedroom, bathroom and 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 23rd day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z62387.) (Ref. Ms Glyn/MR Roos/NG/hs.)

Case 050504/92

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

In the matter between **Altech Component Industries (Pty) Ltd**, Execution Creditor, and **Alfredo Eugenio Perreira Esteves**, trading as M S Electrical, Execution Debtor

On 20 August 1993 at 10:00, a public auction will be held in front of the Johannesburg Magistrate's Court, Fox Street Entrance, at which the Sheriff for the Magistrate's Court will, pursuant to the judgment of the Court in this action, and having made an attachment in execution in terms of a warrant of execution issued in terms thereof, sell:

Certain Erf 83, Suideroord, Registration Division IR, Transvaal, measuring 1 045 (one thousand and forty-five) square metres, also known as 24 Burger Street, Suideroord, Johannesburg (hereinafter called the property).

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Unimproved land.

*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 subject to the reserve referred to below.

2. The sale shall be subject to a reserve price equal to the amount outstanding under the existing bond registered against the property in favour of United Bank Ltd (B10724/92) as at the date of sale together with the further interest payable in respect thereof until date of transfer of the property into the name of the purchaser, which is approximately R20 000 (twenty thousand rand), the exact particulars of which shall be announced immediately prior to the commencement of the sale.

3. The purchaser shall be obliged to pay a deposit of ten per centum of the price 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 for the Magistrate's Court 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 Judgment Creditor's conveyancers on request, the fees of the Sheriff for 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 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 Johannesburg on this the 19th day of July 1993.

A. J. Myburgh, for The Law Offices of Albie Myburgh, Attorney for Judgment Creditor, 85 Westcliff Drive, Westcliff, Docex 182, Johannesburg. (Tel. 884-7610/1.)

Case 5699/93  
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 **Seabourne Charles John**, 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 19 August 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 office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Erf 13, Riverpark Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,1414 hectares, held by the Defendant under Deed of Transfer T9282/1988, being 13 Hill Street, Riverpark Agricultural Holdings, Vereeniging.

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

The dwelling consists of lounge, dining-room, family room, four bedrooms, two bathrooms/w.c., kitchen 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 28th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z65543.) (Ref. Z65543/FCLS/WR/Mr. Brewer/djl.); or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 10523/93  
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 **Erf 4829, Investments (Pty) Ltd**, First Defendant, and **Petersen Neville Julian**, 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, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 19 August 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, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 4829, Eldorado Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 381 m<sup>2</sup>, held by the Defendants under Deed of Transfer T12261/1990, being 18 Willowmore Street, Extension 4 Eldorado Park, Kliptown.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom, w.c., separate w.c., kitchen and garage.

*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 23rd day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z66522.) (Ref. Ms Glyn/Mr Roos/NG/hs.)

Case 1020/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Phillippus Jacobus Paulus van Zyl**, First Defendant, and **Alletta Sophia van Zyl**, Second Defendant

Be pleased to take notice that on 16 August 1993 at 10:00, a public auction sale will be held at Du Pisanie Building, corner of Joubert and Meyer Streets, Germiston, at which the Sheriff of the Magistrate's Court 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:

Certain Section 1 as shown and more fully described on Sectional Plan SS15/1988, in the building known as Elandshof (now known as Golden Grove), situated at Georgetown Township, in the area of the local authority and 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, measuring 112 (one hundred and twelve) square metres, held by virtue of Deed of Transfer ST15/1988 (1), also known as A1 Golden Grove, corner of Leipoldt and Oosthuizen Streets, Germiston.

*Improvements reported:* Kitchen, lounge, dining-room, three bedrooms, one and a half bathrooms (which are not warranted to be correct and are not guaranteed) (hereinafter referred to as the property).

The property shall be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944, as amended, regarding the bond holders, as other preferent creditors subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% of the purchase price shall be paid on the date of the sale and interest on the unpaid balance at the current building society rate of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within 14 (fourteen) days of the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Du Pisanie Building, corner of Joubert and Meyer Streets, Germiston.

Dated at Germiston on this the 30th day of June 1993.

Huftel Klawansky & Farber, Eighth Floor, Standard Towers, 247 President Street, Germiston. (Tel. 873-9250.) (Ref. BEF/J. Nadin/N018/92.)

Case 3911/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Charles Augustus Steffens**, First Defendant, and **Willemien Heleen Georgina Steffens**, Second Defendant

Be pleased to take notice that on 16 August 1993 at 10:00, a public auction sale will be held at Du Pisanie Building, corner of Joubert and Meyer Streets, Germiston, at which the Sheriff of the Magistrate's Court 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:

Certain Section 94, as shown and more fully described on Sectional Plan SS15/1988, in the building known as Elandshof (now known as Golden Grove), situated at Georgetown Township in the arrear of the local authority and 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, measuring 112 (one hundred and twelve) square metres, held by virtue of Deed of Transfer ST15/1988 (94), also known as M3 Golden Grove, corner of Leipoldt & Oosthuizen Streets, Germiston.

*Improvements reported:* Kitchen, lounge, dining-room, three bedrooms, one and a half bathrooms (which are not warranted to be correct and are not guaranteed) (hereinafter referred to as the property).

The property shall be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944, as amended, regarding the bond holders, as other preferent creditors subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per cent) of the purchase price shall be paid on the date of the sale and interest on the unpaid balance at the current building society rate of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within 14 (fourteen) days of the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Du Pisanie Building, corner of Joubert and Meyer Streets, Germiston.

Dated at Germiston on this the 30th day of June 1993.

M. Berenson, for Huftel Klawansky & Farber, Eighth Floor, Standard Towers, 247 President Street, Germiston. (Tel. 873-9250.) (Ref. BEF/J. Nadin/N013/92.)

Case 2035/92

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Peter Joseph Toweel**, First Defendant, and **Mary Magdalene Toweel**, Second Defendant

In execution of a judgment of the above Honourable Court dated 7 May 1992, the following property will be sold in execution on Monday, 16 August 1993 at 10:00, at the Sheriff of the Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder viz:

Erf 351, Germiston South Township, Registration Division IR, Transvaal, measuring 1 224 (one thousand two hundred and twenty-four) square metres upon which there is a dwelling-house and the usual outbuildings, also known as 1 Gravett Street, Germiston South.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance together with the interest thereon at the rate stipulated in the first mortgage bond registered against the property to date of payment within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

*Conditions:* The full conditions of sale which will be read by the Sheriff, Magistrate's Court, immediately prior to the sale, may be inspected at his offices at Du Pisanie Building, Joubert Street, Germiston, or at the offices of M. Levine and Freedman, 201-5 United Building, 177 President Street, Germiston.

Dated at Germiston on this the 25th day of June 1993.

A. L. Freedman, for M. Levine & Freedman, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/30664 (W).]

Case 1362/93

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **R. Safi**, Defendant

In execution of a judgment of the above Honourable Court dated 16 March 1993 the following property will be sold in execution on Friday, 27 August 1993 at 10:00, at the Magistrate's Court, Johannesburg, Fox Street entrance:

Portion 1 of Erf 7613, Kensington Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, also known as 38 Doris Street, Kensington.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance, together with the interest thereon at the rate stipulated in the first mortgage bond registered against the property, to date of payment within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

*Conditions:* The full conditions of sale which will be read by the Sheriff, Magistrate's Court, Ferreirasdorp, immediately prior to the sale may be inspected at the Sheriff's Office at A4 Sanlam Industrial Park, Prop Street (off John Street), Selby.

Dated at Germiston on this the 30th day of June 1993.

A. L. Freedman, for M. Levine and Freedman, Plaintiff's Attorneys, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/50175 (G).]

Saak 9133/93

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

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Yogambal Narayanam**, Eerste Verweerder, en **Ronald Narayanam**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 26 Maart 1993, sal die ondervermelde eiendom op 20 Augustus 1993 om 10:00, deur die Balju, Vereeniging, by die Baljukantore, te Beaconsfieldlaan 41A, Vereeniging, aan die hoogste bieder geregelik verkoop word:

Erf 264, Zakariyya Park-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 448 vierkante meter, gehou kragtens Akte van Transport T31058/1988, bekend as Nutmegsingel 264, Zakariyya Park-uitbreiding 1, Vereeniging.

*Verbeterings* (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis met drie slaapkamers, dubbelmotorhuis en bediende kwartiers.

*Sonering:* Spesiaal Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging, en bevat onder andere die volgende:

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

(b) Die koper moet afslagselde op die dag van die verkoping betaal teen 4,56 % (vier komma vyf ses persent) van die totale koopprijs met 'n minimum van R57,00.

Geteken te Pretoria hierdie 30ste dag van Julie 1993.

Eben Griffiths & Vennote, vir Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 64-1007/64 1039.] (Verw. mnr. Griffiths.)

Case 6164/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Gary Wayne Andrews**, First Defendant, and  
**Charlotte Winnie Andrews**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging, and writ of execution, the property listed hereunder which was attached on 22 September 1992, will be sold in execution on Friday, 27 August 1993 at 10:00, at the offices of the Sheriff for the Magistrate's Court, 41A Beaconsfield Avenue, Vereeniging, to the highest bidder:

Certain Erf 3417, Ennerdale Extension 3 Township, Registration Division IQ, Transvaal, in extent 1 823 (one thousand eight hundred and twenty-three) square metres; situated at 38 First Avenue, Ennerdale Extension 3.

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. *Floor*: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.'s. *Outbuilding*: Garage.

*Improvements*: Boundary concrete 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, 41A Beaconsfield Avenue, Vereeniging. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Vereeniging on this the 20th day of July 1993.

Snijman & Smullen, Plaintiff Attorneys, Barclays Centre, 29 Leslie Street, Vereeniging. [Tel. (016) 21-3700.] (Ref. Mr Barnard/Mrs Van Biljon/M1293.)

Case 9782/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Aranka Pitro**, 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 22 March 1993, will be sold in execution on Wednesday, 25 August 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 2839, Brackendowns Extension 5 Township, Registration Division IR, Transvaal, in extent 1 095 (one thousand and ninety-five) square metres, situated at 23 Klipkoppies Road, Brackendowns Extension 5, Alberton.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, built of bricks and painted plaster, under pitched tiled roof. *Floor*: Fitted carpets and tiles, comprising combined lounge, dining-room, entrance-hall, kitchen, three bedrooms, bathrooms and w.c. *Outbuilding*: W.c.

*Improvements*: Boundary fencing, concrete walls, paving patio and pergola.

*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, 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 on this the 20th day of July 1993.

Wright, Rose-Innes, Plaintiff's Attorneys, 3 St Columb Road, New Redruth, Alberton. (Tel. 869-8448.) (Ref. Mr Groenewald/as.)

Case 31444/92  
PH 212IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Stand 153 Kew Johannesburg CC**, First Defendant, and **Ryba, Selwyn Julius**, 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 Sheriff's Offices, 131 Marshall Street, Johannesburg, on 19 August 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the premises of the Sheriff prior to the sale, at the offices of the Sheriff, Johannesburg:

Portion 1, of Lot 153, Kew Township, Johannesburg, Registration Division IR, Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held by Deed of Transfer T12834/1988, situated at 41 Third Road, Kew, Johannesburg.

*Improvements*: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Such improvements consist of single-storey dwelling-house comprising of four rooms, kitchen and bathroom.

*Outbuildings:* Detached single garage, three offices together with swimming-pool with bricked fence and maids quarters.

*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 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 on this the 2nd day of July 1993.

Moss Morris Inc., Plaintiff's Attorneys, Eighth Floor, The Inner Court, 74 Kerk Street; P.O. Box 7066, Johannesburg. (Tel. 337-2121.) (Ref. Mr Greenfield/T. Kwinana/F588.)

Case 21/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MKOBOLA HELD AT EKANGALA

In the matter between **NBS Bank Ltd**, Plaintiff, and **Kenneth Masete**, Defendant

A sale in execution will be held on 27 August 1993, at 09:00, at Magistrate's Court, Ekangala, of:

Stand 4760, Block B, situated in the Township of Ekangala, District of Mkobola, KwaNdebele, measuring 406 square metres, known as Stand 4760, Block B, Ekangala.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, fitted carpets, novilon, lounge, kitchen, three bedrooms, bathroom, w.c., fencing and gate.

The conditions of sale may be inspected at the Office of Herlu Smith, 30 Kruger Street, Bronkhorstspuit.

Solomon Nicolson Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RS/M.9145.)

Case 35437/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Johannes Hendrik Barnard Vrey**, First Defendant, and **Anna Hester Johanna Vrey**, Second Defendant

A sale in execution will be held on 25 August 1993, at 10:00, at 142 Struben Street, Pretoria:

Erf 1761, situated in the Township of Wierdapark Extension 6, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 233 Albatros Road, Wierdapark Extension 6.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, tiled roof, fitted carpets, novilon, lounge, dining, study, kitchen, three bedrooms, two bathrooms, two w.c.'s, scullery, family room, single garage, outside w.c., concrete walls, courtyard and brick paving.

The conditions of sale may be inspected at the Office of the Sheriff Pretoria South.

Solomon Nicolson Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9786.)

Case 32033/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Manuel Joao da Silva Teixeira**, First Defendant, and **Norma Sharon da Silva Teixeira**, 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 11 June 1993, will be sold in execution on Friday, 20 August 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 Section 3, Southfold Towerby Extension 3 Township, Registration Division IQ, Transvaal, in extent 110 (one hundred and ten) square metres, situated at 38 Turffontein Road, Johannesburg.

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

Flat 3, Rooms: Lounge, dining, kitchen, two bedrooms, bathroom, two toilets and shower.

*Outbuildings:* None.

*Common property facilities:* Drying, parking and two storey building.

*Boundary:* Brick walls.

*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; 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 21st day of July 1993.

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/468.) (Docex DX.571.)

Saak 8471/93

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Plot 23, Rynoue Beslote Korporasie CK92/05685/23**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde saak, soos deur Nedcor Bank Bpk., verkry sal verkopings sonder 'n reserwe prys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 13 Augustus 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, Wonderboom, voor die verkoping ter insae sal lê:

**Sekere:** Hoewe 23, Rynoue-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,2071 (twee komma twee nul sewe een) hektaar, gehou kragtens Akte van Transport T72653/92.

'n Kleinhoewe met woonhuis onder teëldak bestaande uit vier slaapkamers, twee badkamers, stort, kombuis, sitkamer, eetkamer gesinskamer, studeerkamer en waskamer.

Buitegeboue van ongeveer 77 vierkante meter, stoorkamer van ongeveer 16 vierkante meter, vier motorhuise, afdak, swembad, bediendekwartiere met geriewe en geplaveide oprit.

'n Aparte woonstel van ongeveer 70 vierkante meter onder teëldak bestaande uit slaapkamer badkamer en toilet, sitkamer en kombuis. Die eiendom is toegerus met 'n boorgat- en pomp en is omhein met draad.

**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 Vonniskuldeiser.

Geteken te Pretoria op hierdie 20ste dag van Julie 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/223/93.)

Saak 252/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Bpk.**, Eiser, en **N. M. Mtetwa**, Eerste Verweerder, en **N. V. Mtetwa**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Evander, toegestaan op 17 Maart 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op 18 Augustus 1993 om 12:00, aan die hoogste bieder, naamlik:

Erf 4466, Embalenhle-uitbreiding 9, Dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 471 vierkante meter, gehou kragtens Akte van Transport TL77706/91.

**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 4% (vier persent) afslaaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die Kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda op hierdie 19de dag van Julie 1993.

E. J. Louw, Els Prokureurs, Eerste Verdieping, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/evv.)

Saak 1909/93

## IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Bpk.**, Eiser, en **P. M. Mosekwa**, Eerste Verweerder, en **M. B. Mosekwa**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Evander, toegestaan op 3 Junie 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op 18 Augustus 1993 om 12:00, aan die hoogste bieder, naamlik:

Erf 5391, Embalenhle-uitbreiding 9, Dorpsgebied, Registrasieafdeling IS, Transvaal, groot 310 vierkante meter, gehou kragtens Akte van Transport TL28287/90.

**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 4% (vier persent) afslaaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die Kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda op hierdie 19de dag van Julie 1993.

E. J. Louw, Els Prokureurs, Eerste Verdieping, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/evv.)

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

In the matter between **The Town Council of Springs**, Plaintiff, and **Ndebele Hardware BK**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 13 August 1993 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

*Certain:* Erf 758, Welgedacht Township, Registration Division IR, Transvaal, measuring 1 190 (one thousand one hundred and ninety) square metres, also known as 24 Marsh Street, Welgedacht, Springs, description of property, vacant stand.

*Conditions:* The sale will be subject to payment of the full purchase price in cash on the date of sale or a bank or building society guaranteed cheque to be furnished on the date of the sale. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the Office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 19th day of July 1993.

Ivan Davies Theunissen, for H. F. Delpport, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. SH/S29691.)

Saak 3140/93

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

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **M. M. Makhele**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 17 Junie 1993 toegestaan is, op 13 Augustus 1993 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkoms 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 1805, Kwaguqa-uitbreiding 4, Witbank, Registrasieafdeling JS, Transvaal, groot 200 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL 46530/91.

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 koopprijs 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 koopprijs 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 koopprijs soos deur die skuldeiser bepaal.

Geteken te Witbank op hierdie 20ste dag van Julie 1993.

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

Case 5449/91

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Phehelo Samuel Tshabalala**, Defendant

A sale will be held at the Sheriff of Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 20 August 1993 at 11:00:

All right, title and interest in the leasehold in respect of Erf 8758 (formerly known as Erf 879) in the Township of Mamelodi Extension 2, Registration Division JR, Transvaal, measuring 375 (three hundred and seventy-five) square metres, known as Erf 8758 (formerly known as Erf 879) Mamelodi Extension 2 R.O.W.

*Particulars are not guaranteed:* Dwelling-house with lounge, dining-room, kitchen, three 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-376832 (299455/JAA/M Oliphant.)

Case 38313/93

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Owen Wesley Vorster**, First Defendant, and **Petru Nicoline Vorster**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 19 August 1993 at 10:00 of:

Portion of Erf 177, Parktown Estate Township, Registration Division JR, Transvaal, measuring 1 276 (one thousand two hundred and seventy-six) square metres, known as 24 The Grove, Parktown Estate, Pretoria.

*Particulars are not guaranteed:* Dwelling with lounge, dining-room, kitchen, family room, two studies, three bedrooms, two bathrooms, single garage, servant's room and toilet.

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-373877/JAA/J S Herbst.)

Saak 28375/92

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.**, handeldrywende as Trustbank, Eiser, en **Paulus Johannes Venter**, Eerste Verweerder, en **Anna Venter**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bovermelde saak op 8 Desember 1992, sal 'n verkoping van die volgende eiendom deur die Balju vir die Hooggeregshof, Cullinan, op Vrydag, 13 Augustus 1993 om 11:00, by die perseel self, Gedeelte 60 (gedeelte van Gedeelte 3) van die plaas Elandshoek 337, Registrasieafdeling JR, Transvaal, gehou word sonder 'n reserweprys, die koopprys egter onderhewig aan die goedkeuring van die Eiser en op voorwaardes wat deur die genoemde Balju, Cullinan, gelees sal word ten tye van die verkoping en welke voorwaardes tans ter insae lê by sy genoemde kantoor.

Sekere Gedeelte 60 (gedeelte van Gedeelte 3) van die plaas Elandshoek 337, Registrasieafdeling JR, Transvaal, grootte 9,0694 (nege komma nul ses nege vier) hektaar.

*Beskrywing:* Bouvallige steen woning onder sinkdak. Sementdam.

*Terme:* Afslaersgelde en 10% (tien persent) van die koopprys in kontant na toestaan van die bod op die dag van die verkoping betaal, die balans betaalbaar op oordrag van die eiendom, om verseker te word deur 'n bank- of bouvereniging waarborg goedgekeur deur die Eiser se prokureurs en verskaf te word aan die gemelde Balju, Cullinan, binne 30 (dertig) dae na die datum van die verkoping en verder, oordragkoste, agterstallige belasting en alle rente verskuldig aan preferente skuldeisers vanaf datum van verkoping van die eiendom tot datum van oordrag, en ander heffings ten einde oordrag te bewerkstellig, op versoek van die prokureur vir die Ekseskusieskuldeiser.

Gedateer te Florida op hede die 15de dag van Julie 1993.

Suzette Cronje, Prokureur vir Eiser, p.a. Michael Matus Garber, Starhof 298, Julesstraat, Jeppesdorp; Posbus 1494, Florida, 1710, Docex 21, Roodepoort. (Tel. 472-3774/3640.) (Verw. mnr. C. van Heerden/rh/TB 164/92.)

Case 6355/92

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

In the matter between **Oelofse & Snymandrankaangeleenthede**, Plaintiff, and **L. F. Wilkinson**, Defendant

On Wednesday, 8 September 1993, at 10:00, at Johria Court, Du Plessis Street, Florentia, Alberton, a public auction will be held 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 1530, Eden Park Extension 1, also known as 187 Petersen Street, Edenpark, measuring 763 square metres, held by the Defendant in terms of T47228/88.

*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 to, 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 Standard Bank Ltd, which was 16% (sixteen 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 cent) or R400 (four hundred rand) (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 secured by unconditional or approved bank and/of 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.

Signed at Germiston this 19th day of July 1993.

C. F. van Coller, for Plaintiff, 501 Argosy House, Spilsbury Street, P.O. Box 944, Germiston, 1400. (Tel. 825-3687.) (Ref. Forbes 049 ECO 040.)

Saak 5126/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, (Reg. 05/01225/06), Eiser, en **Mariana Daniel**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 3 Julie 1993, sal hierdie ondervermelde eiendom geregtelik verkoop word op 13 Augustus 1993 om 11:15, te die Verkoopslokaal van die Balju, Leeuwpootstraat 182, Boksburg, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 1322, Sunward Park-uitbreiding 3, Dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 040 (eenduisend en veertig) vierkante meter, gehou kragtens T12379/90, bekend as Koornhoopstraat 61, Sunward Park.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie:

Sitkamer, eetkamer, familiekamer, drie slaapkamers, kombuis, twee badkamers, ingangsportaal, binnehof, motorhuis en buite toilet.

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word en moet die koper 'n deposito van 10% (tien persent) op die dag van verkoping betaal en waarborg vir die balans binne 30 (dertig) dae lewer, betaalbaar teen datum van oordrag. Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju.

Geteken te Roodepoort op hierdie 19de dag van Julie 1993.

Herman van der Merwe, Dieperinkstraat 11, Roodepoort, 1725. (Verw. mev. Pelser/50065.)

Case 21358/92

PH 158

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Bank of Lisbon International Ltd**, Plaintiff, and **Rodrigues Joao Macedo**, First Defendant, and **Rodrigues Theresa Ramos**, 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 price will be held by the Deputy Sheriff of Germiston, at the Deputy Sheriff Germiston's Offices, being Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 26 August 1993 at 10:00, of the under-mentioned property on the conditions to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Deputy Sheriff, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Remaining extent of Erf 174, Eastleigh Township, Registration Division IR, Transvaal, in extent 1 379 (one thousand three hundred and seventy-nine) square metres, held by Deed of Transfer T24982/89, situated at 74 Andries Pretorius Street, Eastleigh, Edenvale.

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

*Dwelling*: Kitchen, lounge, TV-room, dining-room, three bedrooms with en suite, bathroom, laundry room.

*Outbuildings*: Double carport, servants' quarters with bathroom and toilet, store-room, workshop, etc. There is also a new swimming-pool with a patio around the pool area with a thatched umbrella and a braai area.

*Comprising*: Brick under tile.

*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, 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) 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 Johannesburg on this the 22nd day of July 1993.

A. Berlowitz, for Wertheimer, Avery & Associates, Plaintiff's Attorneys, First Floor, UHDE House, 5 St David's Place, Parktown, P.O. Box 6457, Johannesburg, 2000. (Tel. 484-7745/9.) (Ref. Mr Berlowitz/DMCK/0292.)

Case 243/93  
PH 307IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Judgment Creditor, and **Taylor, Geoffrey William Forsyth**, First Judgment Debtor, and **Taylor, Carol**, Second 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 reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 12 August 1993, the undermentioned property of the Judgment Debtors, to be read out by the auctioneer at the time of the sale.

Erf 249, Henley-on-Klip Township, Registration Division IR, Transvaal, measuring 2 974 (two thousand nine hundred and seventy-four) square metres.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of the transfer, to be secured by a bank, 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 the 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 charges R50 (fifty rand).

Dated at Johannesburg on this 13th day of July 1993.

John Broido, 1711 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 333-2141.) (Ref. Mr Broido/cdm.)

N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Saak 8616/91

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

In die saak tussen **United Bank Bpk.**, 'n Divisie van ABSA Bank, Eiser, en **Jurgen Heiko Anthony Golke**, Verweerder Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 1 Julie 1993, 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 16 September 1993 om 10:00:

Erf 533, Estherpark-uitbreiding 1, Dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 000 (eenduisend) vierkante meter, bekend as Gazaniastraat 40, Estherpark-uitbreiding 1, Kempton Park.

*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 verbeteringe op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

*Woonhuis:* Sitkamer, eetkamer, drie slaapkamers, een en 'n half badkamer.

*Buitegeboue:* Aaneengeboude bediendekamer, stort en toilet.

*Ander:* Swembad, betonmure en plaveisel.

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 19,75% (negentien 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, 16A Centraallaan, Privaatsak 53, Kempton Park, 1620. (Verw. mnr. McKenzie/GB/DB.)

Saak 37860/92

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

In die saak tussen **VNB Meubelfabriek (Edms.) Bpk.**, handeldrywende as Robecor, Eiser, en **Pieter H. van Zyl**, handeldrywende as Duzyl Maintenance, Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik:

**Eiendom:** Gedeelte 14 van Erf 580, geleë in Rietfontein-dorpsgebied, Registrasieafdeling JR, Transvaal, ligging 26ste Laan 835, Rietfontein, in eksekusie verkoop op 10 Augustus 1993 om 10:00, deur die Balju te Sinodalesentrum, Visagiestraat 234, Pretoria.

**Verkoopvoorwaardes:** Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshofwet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. [Tel. (011) 953-1112.] (Verw. Jan Nel.)

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

In the matter between **First National Bank Ltd**, Plaintiff, and **Gaigut Bernard**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Johannesburg dated 6 July 1992, in the above-mentioned suit, a sale without a reserve price, but subject to the provisions of section 66 (2) of the Magistrates' Courts Act, No. 32 of 1944 as amended, the price subject to the Plaintiff's approval, will be held on the steps of the Johannesburg Magistrate's Court, Fox Street Entrance, Fox Street, Johannesburg, by the Sheriff of the Court, on 20 August 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, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff of the Court:

*Certain:* Section 14, Villa D'Este, as shown and more fully described on Certificate of Registered Title ST3174/87, Unit 14 in the building or buildings known as Villa D'Este of which the floor area, is 42 (forty-two) square metres in extent, and 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 under Certificate of Registered Sectional Title ST3174/87, also known as Flat 13, Villa D'Este, 1 Fife Avenue, Berea, Johannesburg.

Improvements consisting of the following: Bed/sitting-room with parquat flooring, kitchen and bathroom vinyl tiled floors and open balcony on third floor.

*Construction:* Brick and mortar, ten storey building.

*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, 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 the sale, to be calculated as follows: 4% (four per cent) on the proceeds of the sale.

Dated at Johannesburg on this 30th day of June 1993.

Tarica-Bowes, Plaintiff's Attorneys, Third Floor, Delters Square, corner of Kerk and Delters Streets, P.O. Box 10914, Johannesburg. (Tel. 29-7061.) (Ref. MS Bowes EB FQ98.)

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

In the matter between **Bank of Lisbon International Ltd**, Plaintiff, and **Camacho Jose Joel Gomes**, Defendant

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 by the Deputy Sheriff of Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 19 August 1993 at 10:00, of the undermentioned property/ies on the conditions to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Deputy Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 502, Mondeor Township, Registration Division IR, Transvaal, measuring 1 630 (one thousand six hundred and thirty) square metres, held by Deed of Transfer T32005/1980.

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

Comprising three bedrooms, main en suite, two bathrooms, kitchen, lounge, dining-room, family room, bar room, double garage, servant's quarters, swimming-pool, pergola and paved driveway.

*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 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 Johannesburg on this the 24th day of June 1993.

A. Berlowitz, for Wertheimer, Avery & Associates, Plaintiff's Attorneys, First Floor, UHDE House, 5 St David's Place, Parktown, Johannesburg, P.O. Box 6457, Johannesburg, 2000. (Tel. 484-7745/9.) (Ref. Mr Berlowitz/DMCK/B171.)

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Manuel N.O. Johanna Wilhelmina**, First Defendant, and **Manuel N.O. Cecil Alburn Phillip**, 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 Overvaal Building, 28 Kruger Street, Vereeniging, on Thursday, 19 August 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, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Vereeniging, prior to the sale:

Erf 5339, Ennerdale Extension 12 Township, Registration Division IQ, Transvaal, being 39 Sandsteen Avenue, Ennerdale Extension 12, measuring 436 square metres.

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

Dwelling-house consisting of entrance-hall, lounge, dining-room, three bedrooms, bathroom and toilet, shower and toilet 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, to be secured by a bank, building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

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 and thereafter 3% (three per centum) up to a maximum fee of R6 000, minimum charges R100.

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 192355.) N. C. H. Bouwman, Sheriff Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

31189/92

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Walljee, Errol**, Identity Number 6009175113013, First Defendant, and **Walljee, Carol Grace**, Identity Number 6306160066010, 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 Overvaal Building, 28 Kruger Street, Vereeniging, on Thursday, 19 August 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, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Vereeniging, prior to the sale:

Portion 49, of Erf 5398, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, being 49 Paul Crescent, Ennerdale Extension 9, measuring 537 square metres.

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

Dwelling-house consisting of lounge, three bedrooms, bathroom and toilet, separate shower and toilet 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, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

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 and thereafter 3% (three per centum) up to a maximum fee of R6 000, minimum charges R100.

Dated at Johannesburg on this the 6th day of July 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 406345.) N. C. H. Bouwman, Sheriff Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 7024/93

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **De Bruyn, Isak Jacobus**, Identity Number 5710175051001, 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 10 Park Street, Kempton Park, on Thursday, 19 August 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, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Kempton Park, prior to the sale:

Erf 762, Glenmarais Extension 1 Township, Registration Division IR, Transvaal, being 47 Apiesdoring Street, Glenmarais Extension 1, measuring 892 square metres.

Use zone Residential 1.

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

Dwelling-house consisting of entrance-hall, lounge, dining-room, three bedrooms, two bathrooms and toilets, kitchen, study, garages, servant's quarter and toilet.

**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 days from the date of sale.

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 and thereafter 3% (three per centum) up to a maximum fee of R6 000, minimum charges R100.

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 398148.)

Case 11213/93  
PH 135IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)In the matter between **Eskom**, Plaintiff, and **Dlamini, Thapelo Kleinbooil**, 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 the office of the Sheriff, 131 Marshall Street, Johannesburg, on 19 August 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:

1459 Protea North, being Erf 1459, Protea North Township, Registration Division IQ, Transvaal, measuring 242 (two hundred and forty-two) square metres, held by Certificate of Registered Grant of Leasehold TL466/1987, which is zoned as residential and consists of (not guaranteed):

A dwelling, lounge, kitchen, three bedrooms, bathroom and w.c.

## 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 bonds 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 24th day of June 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, 26th Floor, Sanlam Centre, Jeppe Street, P.O. Box 9700, Johannesburg. (Tel. 332-0078.) (Ref. Mr Teisman/Mrs Stratis.)

Case 103140/92  
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Daubell R. W. P.** (Id. 6006065047004),  
Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 17 November 1992, the property listed hereunder will be sold in execution on Friday, 20 August 1993 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, namely:

Portion 8 of Erf 700, measuring 612 square metres, situated at 19 Nienaber Road, Elandspark, Johannesburg, held by Deed of Transfer T12435/1987, consisting of a three-bedroomed dwelling, lounge, kitchen and maids quarters, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg East, Unit 4A, Sanlam Industrial Park, 22 Prop Street, off John Street, Selby, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.

2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.

3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of the sale.

4. 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.

Dated at Johannesburg on this the 12th day of July 1993.

Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/9550489.)

Case 97066/91  
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Lee C. C.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 15 January 1992, the property listed hereunder will be sold in execution on Friday, 20 August 1993 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, namely:

Erf 3671, Eldorado Park, measuring 286 square metres, situated at 20 Kammagas Road, Eldorado Park, Johannesburg, held by Deed of Transfer T8308/1990, consisting of a lounge, kitchen, two bedrooms and bathroom with toilet.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of the sale.
4. 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.

Dated at Johannesburg on this the 13th day of July 1993.

Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/8322472.)

Case 116639/91

PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Wessels D.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 9 April 1992, the property listed hereunder will be sold in execution on Friday, 27 August 1993 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, namely:

Remaining extent of Erf 63, Westdene, measuring 496 square metres, situated at 53A First Avenue, Westdene, Johannesburg, held by Deed of Transfer T11132/1987, consisting of a lounge, bar, kitchen, three bedrooms, bathroom with toilet, single garage, carport and outside toilet, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg North, 131 Marshall Street, Johannesburg, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of the sale.
4. 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.

Dated at Johannesburg on this the 12th day of July 1993.

Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/2586359.)

Case 114694/92

PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **A. Joubert**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 15 January 1993, the property listed hereunder will be sold in execution on Friday, 20 August 1993 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 1301, Turffontein, measuring 495 square metres, situated at 129 Stanton Street, Turffontein, Johannesburg, held by Deed of Transfer T27485/91, consisting of a single-storey dwelling under corrugated iron roof, outbuilding and carport, but nothing is guaranteed, and take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, and contain *inter alia* the following provisions:

1. Ten (10%) per cent of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. 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.

Dated at Johannesburg on the 13th day of July 1993.

Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/8615888).

Case 78019/91  
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **A. H. Julies**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 17 February 1992, the property listed hereunder will be sold in execution on Friday, 20 August 1993 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 784, Eldoradopark, measuring 396 square metres, situated at 59 Silwer Street, Eldoradopark, Johannesburg, held by Deed of Transfer T29725/89, consisting of lounge, two bedrooms, kitchen, bathroom and toilet, but nothing is guaranteed, and take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, and contain *inter alia* the following provisions:

1. Ten (10%) per cent of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. 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, the rules made thereunder and the title deeds in so far as these are applicable.

Dated at Johannesburg on the 13th day of July 1993.

Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg, P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/8018433.)

Case 89821/92  
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Robalo Antonio Manuel Pimentel Ferreira**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 27 November 1992, the property listed hereunder will be sold in execution on Friday, 20 August 1993 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 626, Cyrildene, measuring 696 square metres, situated at 2 Rollo Street, Cyrildene, Johannesburg, held by Deed of Transfer T7683/89, consisting of four bedrooms, lounge, dining-room, pantry and kitchen, but nothing is guaranteed, and take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg East, Unit A4, Sanlam Industrial Park, 22 Prop Street, off John Street, Selby, and contain *inter alia* the following provisions:

1. Ten (10%) per cent of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. 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 as these are applicable.

Dated at Johannesburg on the 13th day of July 1993.

Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/9913051.)

Case 22189/91  
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **R. C. Moon**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 3 December 1991, the property listed hereunder will be sold in execution on Friday, 20 August 1993 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 3615, Eldoradopark Extension 2 Township, measuring 330 square metres, situated at 18 Nieuwveld Street, Eldoradopark, held by Deed of Transfer T27822/89, consisting of a three-bedroomed dwelling, under tiled roof, with bathroom, toilet, lounge, loose carpets, ceramic floor, single garage and outbuildings, but nothing is guaranteed, and take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg and contain *inter alia* the following provisions:

1. Ten (10%) per cent of the purchase price in cash on the day of the sale.

2. The balance of the purchase price together with interest thereon at payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.

3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4 % (four per cent) on the proceeds of sale.

4. 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.

Dated at Johannesburg on the 8th day of July 1993.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, P.O. Box 4685, Johannesburg. [Tel. (011) 333-6114.] (Ref. Ir/R1402-8007.)

Case 121163/92  
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Triegaardt V. G.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 February 1993, the property listed hereunder will be sold in execution on Friday, 27 August 1993 at 10:00, in front of the Magistrate's Court, Fox Street-entrance, Johannesburg; namely:

Erf 265, Coronationville, measuring 297 square metres, situated at 26 Landsdowne Street, Coronationville, Johannesburg, held by Deed of Transfer T39388/1991, consisting of a dwelling under iron roof, two bedrooms, bathroom, kitchen, lounge with precast walls around the property.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. 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.

Dated at Johannesburg on this 12th day of July 1993.

Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/8661972.)

Case 36107/93

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 **Hu Kwong Hong**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution dated 11 June 1993, the property listed hereunder will be sold in execution on Friday, 20 August 1993 at 10:00, in front of the Magistrate's Court, Johannesburg, Fox Street-entrance, Johannesburg:

*Certain:* Remaining extent of Erf 645, Westdene Township, Registration Division IR, Transvaal, measuring 1 062 (one thousand and sixty-two) square metres, held under Deed of Transfer T17874/1980 and situated at 28 Banbury Road.

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 iron roof. Consisting of a lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and w.c. Outbuildings consist of two garages, servarits' quarter, store-room and w.c. A swimming-pool, the boundary is walled.

*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% (eighteen 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/N79261.)

## 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 **Njabalo Emmanuel Mtetwa**, First Defendant, and **Godfrey Mandlenkosi Radebe**, Second Defendant, and **Bezekile Clara Radebe**, Third Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution dated 23 April 1993, the property listed hereunder will be sold in execution on Friday, 20 August 1993 at 10:00, at Fox Street-entrance, Johannesburg Magistrate's Court:

*Certain:* The right, title and interest in the leasehold in respect of Site 11815, Pimville Zone 7 Township, Registration Division IQ, Transvaal, measuring 273 (two hundred and seventy-three) square metres, held under Certificate of Registered Grant of Leasehold TL28819/1990.

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

A single storey residential building with brick walls plastered and painted and tiled roof. Consisting of a lounge, dining-room, kitchen, three 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 18,75% (eighteen comma seven five 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, P.O. Box 4685, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N78761.)

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), Plaintiff, and **Peter Peteke**, First Defendant, and **Lindiwe Peteke**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution dated 5 May 1993, the property listed hereunder will be sold in execution on 20 August 1993 at 10:00:

*Certain:* The right, title and interest in the leasehold in respect of:

Erf 26, Protea North Township, Registration Division IQ, Transvaal, measuring 232 (two hundred and thirty-two) square metres, held under Certificate of Registered Grant of Leasehold TL47044/1990.

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, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s. Outbuilding consist of one garage. 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 18,75% (eighteen comma seven five 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/N78760.)

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**CAPE · KAAP**


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Case 27217/91

**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 Frank Sebonka**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 5 August 1991, and warrant of execution dated 22 June 1992, the following will be sold in execution on 16 August 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 32818, Cape Town, at Mitchells Plain, measuring 144 (one hundred and forty-four) square metres, held under Deed of Transfer 34573, dated 11 June 1990, also known as 12 Lincoln 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 in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, bathroom, 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 further 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 21st day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. XIC0311 Mrs Liebrandt.)

Case 7254/92

**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 **Edward Abraham Olivier**, 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 22 April 1993 the following will be sold in execution on 16 August 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 9851, Cape Town, at Mitchells Plain, measuring 120 (one hundred and twenty) square metres, held under Deed of Transfer 9306/91, dated 15 February 1991, also known as 25 Pappegaai, 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 (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 further 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 21st day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0041 Mrs Liebrandt.)

Case 12255/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **NBS Bank Ltd**, previously Natal Building Society (Reg. No. 87/01384/06), Plaintiff, and **N. Mgidi**, First Defendant, and **L. M. Mgidi**, Second Defendant

On 19 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 24979, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL11198/90, measuring 189 (one hundred and eighty-nine) square metres.

*Improvements* (which are not warranted to be correct and not guaranteed): Detached single storey brick and/or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 2nd day of June 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 53168/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **NBS Bank Ltd**, previously Natal Building Society (Reg. No. 87/01384/06), Plaintiff, and **M. C. Sukwana**, First Defendant, and **N. S. Sukwana**, Second Defendant

On 19 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 30410, Khayelitsha together with all erections or structures thereon in the Township of Khayelitsha held under Deed of Grant TL75194/90, measuring 266 (two hundred and sixty-six) square metres.

*Improvements* (which are not warranted to be correct and not guaranteed): Detached single storey brick and/or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 2nd day of June 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 10435/93

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

**Nedcor Bank Ltd versus Mava Ngoungwana**

In pursuance of a judgment dated 23 April 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, 13 August 1993 at 14:15:

Erf 128, kwaMagxaki, in the Administrative District of Uitenhage, in extent 292 (two hundred and ninety-two) square metres, situated at 38 Bungane Street, kwaMagxaki, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

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 VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (4%) four per cent are also payable on date of sale.

Dated the 15th day of July 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 29091/92

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

**ABSA Bank Ltd (trading as United Bank), versus Sarah Elizabeth Petersen**

The following property will be sold in execution at the site of the property, 2 Windsor Place, Meersig Street, Elfindale Estate, Bergvliet, Cape, on Monday, 23 August 1993 at 12:00, to the highest bidder:

A unit consisting of:

(a) Section 2, as shown and more fully described on Sectional Plan SS78/1985, in the scheme known as Windsor Place, in respect of the land and building or buildings situated at Heathfield, in the Municipality of Cape Town, of which section the floor area according to the said Sectional Plan is one hundred and twenty-eight (128) 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 Certificate of Registered Sectional Title ST78/1985 (2) (Unit), also known as 2 Windsor Place, Meersig Street, Elfindale Estate, Bergvliet, Cape.

1. The following improvements are reported but not guaranteed: Sectional title unit: Lounge/dining-room, kitchen, three bedrooms, two bathroom/toilets, toilet and 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 Riebeek Street, Cape Town. (Ref. D2U0718/gl.)

Case 1187/92

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

**ABSA Bank Ltd (trading as United Bank), versus Derrick Ronald Daries**

The following property will be sold in execution at the site of the property, 6 Coot Road, Zeekoevlei, Cape, on Tuesday, 24 August 1993 at 14:00, to the highest bidder:

Erf 38, Zeekoevlei, in extent 551 square metres, held by T10693/1992, situated at 6 Coot Road, Zeekoevlei, 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 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. D3U0009/gl.)

Case 2088/92

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

**ABSA Bank Ltd** (trading as United Bank), *versus* **Michael John Angelo Viola and Cheryl Ann Viola**

The following property will be sold in execution at the site of the property, 4 Willie van der Poel Street, Parow Valley, Cape, on Tuesday, 24 August 1993 at 10:00, to the highest bidder:

Erf 15744, Parow, in extent 652 square metres, held by T12103/1988, situated at 4 Willie van der Poel Street, Parow Valley, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, 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 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. D2U0117/gl.)

Case 24809/92

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

**ABSA Bank Ltd**, trading as United Bank *versus* **Daniele Sharon Haupt**

The following property will be sold in execution at the site of the property, 25 and 25A Bradwell Road, Vredehoek, Cape, on Tuesday, 24 August 1993 at 10:30, to the highest bidder:

Erf 1405, Vredehoek, in extent 595 square metres, held by T53354/1990, situated at 25 and 25a Bradwell Road, Vredehoek, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling*: Entrance, lounge, dining-room, kitchen, three bedrooms, one and a half bathroom and sun porch.

*Flatlet*: Entrance, lounge, kitchen, bedroom and bathroom/toilet, single garage, workshop, maid's room and shower.

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. D2U0804/gl.)

Saak 10683/92

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

In die saak tussen **Munisipaliteit van die Stad van Kimberley**, Eiser, en **H. J. Wiese**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Kimberley en 'n lasbrief vir eksekusie gedateer 3 Junie 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley op 12 Augustus 1993 om 10:00:

Sekere Erf 3924, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 611 vierkante meter, bekend as McGregorstraat 5, Kimberley.

Die verbeterings bestaan uit drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer, motorhuis en bediendekamer.

Maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys en afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

Case 16648/92

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

**Nedcor Bank Ltd versus Haniball Mcebisi Xipu**

In pursuance of a judgment dated 23 June 1992 and an attachment on 23 July 1992, 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, 13 August 1993 at 14:15:

Erf 378, Kwadwesi, Administrative District of Port Elizabeth, in extent 361 (three hundred and sixty-one) square metres, situated at 2 Mbongisa Street, Kwadwesi 2, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, concrete block dwelling under an asbestos roof, consisting of three bedrooms, bathroom, lounge and kitchen.

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 centum) 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 21 days of sale. Sheriff's charges 4% (four per centum) are also payable on date of sale.

Dated on the 15th day of July 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 18692/92

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

**Nedcor Bank Ltd versus Johanna Elizabeth van Briesies**

In pursuance of a judgment dated 10 October 1992 and an attachment on 3 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, 13 August 1993 at 14:15:

Erf 15552, Bethelsdorp in the Municipality and Administrative District of Port Elizabeth, in extent 241 (two hundred and forty-one) square metres, situated at 58 Brink Street, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

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 centum) 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 21 days of sale. Sheriff's charges 4% (four per centum) are also payable on date of sale.

Dated on the 15th day of July 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 6918/93

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

**Nedcor Bank Ltd versus Thembisile Herman Mkhongi and Nokuphumla Cecilia Mkhongi**

In pursuance of a judgment dated 5 April 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, 13 August at 14:15:

Erf 17833, Ibhayi, at McNamee Village, Administrative District of Port Elizabeth, in extent 199 (one hundred and ninety-nine) square metres, situated at 60 Dora Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an iron roof, consisting of two bedrooms, bathroom, lounge and kitchen.

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 VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [4% (four per cent)] are also payable on date of sale.

Dated at the 14th day of July 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

**Nedcor Bank Ltd versus Shaun James Brown and Gail Brown**

In pursuance of a judgment dated 30 June 1993, and an attachment, the following immovable property will be sold in the foyer of A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 13 August at 15:00:

Erf 2814, Newton Park, in the Municipality and Division of Port Elizabeth, in extent 803 (eight hundred and three) square metres, situated at 53A King Edward Street, Newton Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and dining-room.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, 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 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) up to a maximum of R6 000, with a minimum of R100, plus VAT], are also payable on date of sale.

Dated at this 9th day of July 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case 15761/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedcor Bank Ltd versus Zweledinga Benjamin Kayingana and Thobeka Angelina Kayingana**

In pursuance of a judgment dated 9 June 1993, and an attachment on 6 July 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, 13 August at 14:15:

Erf 151, Motherwell NU 5, Phase 2, in the Administrative District of Port Elizabeth, in extent 325 (three hundred and twenty-five) square metres, situated at 25 Gqwaru Street, Motherwell NU 5, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

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 VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [4% (four per cent)] are also payable on date of sale.

Dated at the 14th day of July 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case 13319/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**Nedcor Bank Ltd versus Nonyameko Tibello Cylloria Maguga**

In pursuance of a judgment dated 27 May 1992, and an attachment on 20 July 1992, 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, 13 August at 14:15:

Erf 20490, Ibhayi, at McNamee Village, in the Administrative District of Port Elizabeth, in extent 209 (two hundred and nine) square metres, situated at 18 Aggrey Road, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge, kitchen and 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 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 21 days of sale. Sheriff's charges [4% (four per cent)] are also payable on date of sale.

Dated at the 15th day of July 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 13574/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,  
PORT ELIZABETH

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Joseph Wewers**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 2 Junie 1993, sal die ondergemelde eiendom verkoop word op 20 Augustus 1993 om 14:15, by die Nuwe Geregshowe, 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 van die Landdroshof, Port Elizabeth-Wes:

Erf 9043, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 328 vierkante meter, ook bekend as Barberryweg 285, Uitbreiding 33, Bethelsdorp, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 5de dag van Julie 1993.

Rohan Greyvenstein, vir Greyvensteins Ing., St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. R. Greyvenstein/sh/Z10429.)

Aan: Die Balju van die Landdroshof, Port Elizabeth-Wes.

Case 17019/91

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 **Johanna Knight**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 14 June 1991, and warrant of execution dated 17 March 1993, the following will be sold in execution on 16 August 1993 at at 10:00, at the Court-house, being:

Certain land, situated at Mitchells Plain, in the City of Cape Town, Cape Division, being Erf 37636, Cape Town, at Mitchells Plain, measuring 292 (two hundred and ninety-two) square metres, held under Deed of Transfer 44359, dated 4 August 1989, also known as 12 ULM Way, Strandfontein Village, 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 with toilet and single garage.

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 22% (twenty-two 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 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 a 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 23rd day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X1C0317 Mrs Liebrandt.)

Case 506/92

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 **Maureen Magdalena Salie**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 12 May 1992, and warrant of execution dated 14 August 1992, the following will be sold in execution on 16 August 1993 at at 10:00, at the Court-house, being:

Certain land, situated at Mitchells Plain, in the City of Cape Town, Cape Division, being Erf 3403, Cape Town, at Mitchells Plain, measuring 210 (two hundred and ten) square metres, held under Deed of Transfer 19404, dated 4 April 1991, also known as 20 Mimosa Close, Westridge, 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, 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 22% (twenty-two 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 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 a 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 23rd day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X2C0175 Mrs Liebrandt.)

Case 9246/91

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 **Zohra, Shabodien**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 13 May 1991, and warrant of execution dated 1 July 1992, the following will be sold in execution on 16 August 1993 at at 10:00, at the Court-house, being:

Certain land, situated at Athlone, in the City of Cape Town, Cape Division, being Erf 36208, Cape Town, at Athlone, measuring 480 (four hundred and eighty) square metres, held under Deed of Transfer 38242, dated 18 October 1985, also known as 87 Taurus Road, Athlone.

*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 with toilet, lounge, kitchen, servants, quarters and double garage.

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 22% (twenty-two 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 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 a 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 21st day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X1C0007 Mrs Liebrandt.)

Case 8295/92

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

In the matter between **NBS Bank Ltd** (previously Natal Building Society) (Reg. No. 87/01384/06), Plaintiff, and **MC Mtundezi**, First Defendant, and **NO Mtundezi**, Second Defendant

On 19 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 30450, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL73740/90, measuring 319 (three hundred and nineteen) square metres, improvements (which are not warranted to be correct and not guaranteed).

Detached single-storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per cent) cash;
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 22nd day of June 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45 On-Castle, 45 Castle Street, Cape Town. (Tel. 240301.)

Case 12244/92

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

In the matter between **NBS Bank Ltd** (previously Natal Building Society) (Reg. No. 87/01384/06), Plaintiff, and **OM Mtsweni**, Defendant

On 19 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 23803, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL56631/89, measuring 113 (one hundred and thirteen) square metres, improvements (which are not warranted to be correct and not guaranteed).

Detached single-storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per cent) cash;
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 22nd day of June 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45 On-Castle, 45 Castle Street, Cape Town. (Tel. 240301.)

Case 11186/92

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

In the matter between **NBS Bank Ltd** (previously Natal Building Society) (Reg. No. 87/01384/06), Plaintiff, and **WTN Miya**, Defendant

On 19 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 24875, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL21019/90, measuring 148 (one hundred and forty-eight) square metres, improvements (which are not warranted to be correct and not guaranteed).

Detached single-storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per cent) cash;
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 22nd day of June 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45 On-Castle, 45 Castle Street, Cape Town. (Tel. 240301.)

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

In the matter between **NBS Bank Ltd** (previously Natal Building Society) (Reg. No. 87/01384/06), Plaintiff, and **T Bulana**, Defendant

On 19 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 23001, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL19877/90, measuring 113 (one hundred and thirteen) square metres, improvements (which are not warranted to be correct and not guaranteed).

Detached single-storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per cent) cash;
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office.

Dated at Cape Town on this 22nd day of June 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45 On-Castle, 45 Castle Street, Cape Town. (Tel. 240301.)

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

<sup>13</sup> In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mrs. C. Webber**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 21 June 1993, the following property will be sold on 13 August 1993 at 10:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 11402, East London, Municipality and Division of East London, in extent 1 011 (one thousand and eleven) square metres, held under T3503/83, known as 27 Smartt Road, Nahoon, East London. The sale aforesaid will take place at the property itself being 27 Smartt Road, Nahoon, 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 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/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: Conventional type single storey split level dwelling under iron roof comprising four bedrooms, two bathrooms, lounge, dining-room, kitchen, family room, study, double garage, usual outbuildings and swimming-pool.

Dated at East London on this 7th day of July 1993.

Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/dj.)

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **V. B. Ngcangisa**, Defendant

In pursuance of a judgment of the above Honourable Court, and a warrant of execution dated 8 April 1993, the following property will be sold on 13 August 1993 at 9:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 33583, Gomo Township, Site 1 Mpunthsa Street, situated in Gomo Town, Division of East London, in extent 271 (two hundred and seventy-one) square metres, held under TL371/90, known as 1 Mpunthsa Street, Gomo Town, East London. The sale aforesaid will take place at the property itself being, Magistrate's Court, Buffalo Street, 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 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/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: Conventional dwelling under asbestos roof comprising two bedrooms, kitchen, lounge and bathroom.

Dated at East London on this 7th day of July 1993.

Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London.  
(Ref. C. Kloot/dj.)

**Case 16015/93**

**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 **Eric Bonisile Tsako**, First Defendant, and **Bonakele Jackson Tsako**, Second Defendant

In pursuance of a judgment dated 3 June 1993, and an attachment on 7 July 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 13 August 1993 at 14:15:

Erf 928, Motherwell, NU6, Administrative District of Uitenhage, in extent 205 (two hundred and five) square metres, situated at 88 Mlimane Street, Motherwell.

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, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

*Terms:* 10% (ten per centum) 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 centum) are also payable on date of sale.

Dated at Port Elizabeth on this the 12th day of July 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

**Case 5643/93**

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

In the matter between **ABSA Bank Ltd**, trading as United Bank, Judgment Creditor, and **Willem Hendrik Claasen**, Judgment Debtor

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 19 August 1993 at 09:00:

*Description:* Erf 2183, a portion of Erf 1013, Kleinvlei, in the Local Area of Melton Rose, Division of Stellenbosch, in extent five hundred and fifty-eight (558) square metres.

*Postal address:* 20 Leo Street, Kleinvlei, Eerste River.

*Improvements:* Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet.

Held by Deed of Transfer T24110/86.

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. *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% (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 Parow this 8th day of July 1993.

H. C. van Niekerk, vir Van Niekerk, Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W50222/HVN/Mrs Wolmarans.)

**Case 91294/92  
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 Limited**, Judgment Creditor, and **MS Duuring, Coleen, Norma**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 8 February 1993, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Wynberg Magistrate's Court-house, Church Street, Wynberg, Cape Town, to the highest bidder on 23 August 1993 at 10:00:

Certain Erf 2619, Hout Bay, in the Local Area of Hout Bay, Cape Division, measuring 758 square metres, held under Deed of Transfer T75647/1991.

*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 Magistrate's Court and the rules made thereunder and of the title deeds, insofar as these are applicable.
2. The following improvements on the property is reported but nothing is guaranteed: A vacant plot of land.
3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) 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 cent) 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 in the office of the Sheriff of the Court.

Dated at Johannesburg on this the 13th day of July 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/F926.)

Case 1074/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

In the matter between **Nedcor Bank Ltd**, Judgment Creditor, and **David Pieters**, and **Johanna Pieters**, Judgment Debtors

In the execution of the judgment of the Magistrate's Court, Malmesbury, in the above matter, a sale will be held on Thursday, 19 August 1993 at 10:00, at the property of the following immovable property:

Erf 772, Wesfleur, Atlantis, measuring 853 square metres, held by the Judgment Debtors under Deed of Transfer T28359/89, also known as 48 Fortune Street, Atlantis, Cape and comprising a single-storey dwelling with three bedrooms, bathroom, lounge and kitchen.

*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 Malmesbury.

A bond will be available to an approved purchaser.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ddt.)

Case 5358/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd**, trading as United Bank, Plaintiff, and **Mr Abraham Williams**, First Defendant, and **Magdalene Williams**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 4 August 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Thursday, 19 August 1993 at 09:00, to the highest bidder:

Certain Erf 874, Kleinvlei, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 384 (three hundred and eighty-four) square metres, held by Deed of Transfer T47286/91, also known as 29 Port Jackson Street, Kleinvlei, Eerste River, 7100.

*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 lounge, kitchen, bathroom, three bedrooms, w.c. and single 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 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 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 the 6th day of July 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W13082.)

Case 542/92

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

In the matter between **First National Bank Ltd**, Execution Creditor, and **J. N. Goosen**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Cradock, on 13 July 1992, and attachment in execution the property listed hereunder will be sold in execution on Monday, 16 August 1993 at 10:00, at 8 Setaria Street, Cradock, to the highest bidder and for cash:

Erf 2630, Cradock, in the Municipality and Division of Cradock and situated at 8 Setaria Street, Cradock.

It is reported that a completed dwelling-house is situated on the property although nothing is guaranteed in this respect.

*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 will be read immediately prior to the sale and may be inspected at the Sheriff's House at 28 Victoria Street, Cradock, and at the offices of the attorneys Metcalf & Co., 80 Frere Street, Cradock.

Dated at Cradock on this the 8th day of July 1993.

W. A. T. Schulze and Metcalf & Co., Plaintiff's Attorneys, 80 Frere Street, Cradock. [Tel. (0481) 3024.]

Saak 9204/93

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

In die saak tussen **C. S. A. Gericke**, Eiser, en **B. Calitz**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 5 Mei 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 24 Augustus 1993 om 10:45, op die perseel te Selbournestraat 90, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 3263, Parow, in die munisipaliteit Parow, afdeling Kaap, groot 595 vierkante meter, gehou kragtens Transportakte T27878/89.

Die volgende inligting word verstrekk, maar niks word gewaarborg nie: Die eiendom is verbeter deur 'n woonhuis met twee slaapkamers, kombuis, sitkamer, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville (Tel. 948-5783.)

*Betaalvoorwaardes:* Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

*Verkoopvoorwaardes:* Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville. (Tel. 948-5783.)

*Datum:* 8 Julie 1993.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. AGVR/CVW/G139.)

Case 2404/93

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

In the matter between **ABSA Bank Ltd**, trading as United Bank, Judgment Creditor, and **Christo Franken**, Judgment Debtor

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 19 August 1993 at 09:00:

*Description:* Erf 8852, Brackenfell in the Municipality of Brackenfell, Division of Stellenbosch, in extent five hundred and seven (507) square metres.

*Postal address:* 21 Heuwel Street, Brackenfell.

*Improvements:* Dwelling: Three bedrooms, 1 ½ bathroom, kitchen, lounge, dining-room and single garage, held by Deed of Transfer T28964/92.

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. *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 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 Parow on this the 7th day of July 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

## 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) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **The Dramat Trust**, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 17 August 1992, the property listed hereunder, and commonly known as 30 General Street, Rylands Estate:

Erf 115931, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent 606 square metres, will be sold in execution on 17 August 1993 at 10:00, at 30 General Street, Rylands Estate to the highest bidder:

The following improvements are reported to be on the property, but nothing is guaranteed: Double storey, brick walls, tiled roof, four bedrooms, lounge, kitchen, dining-room, two bathrooms, two toilets 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, Wynberg, and at the offices of the auctioneers, Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 56793/90

## 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) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Shuaib Francis**, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 23 April 1993, the property listed hereunder, and commonly known as 13 Enfield Avenue, Athlone:

Erf 103752, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent 240 square metres, will be sold in execution on 17 August 1993 at 12:00, at 13 Enfield Avenue, Athlone, to the highest bidder:

The following improvements are reported to be on the property, but nothing is guaranteed: Brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom and toilet.

*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, Wynberg, and at the offices of the auctioneers, Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 12458/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Leon Lerm**, Verweerder

Ingevolge 'n vonnis deur bogemelde Agbare Hof gedateer 14 Oktober 1992, sal 'n verkoping in eksekusie gehou word op 20 Augustus 1993 om 10:00, te Elmstraat 9, Thornton, wanneer die volgende eiendom deur die Balju van Goodwood aan die hoogste bieder verkoop sal word, naamlik:

Erf 137136, Kaapstad, in die Munisipaliteit Kaapstad, Afdeling Kaap, groot 530 vierkante meter, gehou kragtens Transportakte T4174/88.

Die volgende inligting word verstrekk, maar nie gewaarborg nie: Die eiendom is verbeter met 'n woonhuis van baksteen met 'n teëldak en bestaande uit 'n sitkamer/eetkamer, drie slaapkamers, kombuis, twee badkamers, onderdak braai en 'n dubbel motorhuis.

Die verkoopvoorwaardes kan besigtig word by die kantoor van die Balju vir Goodwood.

Gedateer te Kaapstad hierdie 1ste dag van Julie 1993.

De Klerk & Van Gend, Eiser se Prokureurs, Volkskasgebou, Adderleystraat, Kaapstad. [Tel. (021) 948-8326.]

Case 5620/91

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

In the matter between **United Bank**, a division of ABSA Bank Ltd, Judgment Creditor, and **Peter James Charles Driscoll**, First Judgment Debtor, and **Chantal Glynis Driscoll**, Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Paarl, and writ of execution dated 19 September 1991, the following property will be sold in execution, at the Court-house, on Thursday, 12 August 1993 at 10:00, to the highest bidder:

Certain Erf 17660, Paarl, in the Municipality and Administrative District of Paarl, in extent 396 (three hundred and ninety-six) square metres, held by Deed of Transfer T42580/1990, also known as 28 Lloyd Street, Riverside Park, Paarl.

*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: Lounge, kitchen, two bedrooms, bathroom, toilet and stoep.

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 17,25% (seventeen comma two five per centum) per 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 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 of the Court immediately prior to the sale may be inspected at his office.

S. G. Hoffman, Swart & Meyer, United Building Society, 31 Lady Grey Street, Paarl. (Ref. Z. K. Meyer.)

Case 4604/93

## 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 **Christiaan Gideon Johannes Gouws**, First Defendant, and **Doratheia Johanna Gouws**, Second Defendant

In the above matter a sale will be held on Thursday, 19 August 1993 at 10:00, at the site of 11 Harry Street, Kuils River, being Erf 1487, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, measuring 1 024 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 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 brick dwelling with a tiled roof, comprising of three bedrooms, office, TV-room, kitchen, lounge, dining-room, bathroom and toilet.

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 8954/92

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

In the matter between **Allied Bank**, Plaintiff, and **Raazat Abrahams**, First Defendant, and **Fazlin Abrahams**, Second Defendant

The undermentioned property will be sold in execution by public auction at the mortgaged property on Friday, 13 August 1993 at 10:00, to the highest bidder, namely:

Erf 47, Blue Downs, in Lower Kuils River No. 1 Local Area, Administrative District of Stellenbosch, in extent 275 square metres, held by Deed of Transfer T27742/88, situated at 11 Thomas Tucker Street, Conifers, Blue Downs.

1. The following improvements on the property are reported, but nothing guaranteed, namely: A single dwelling built of brick walls under a tiled roof comprising of three bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the rate of 27% (twenty-seven 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.

3. *Conditions:* 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 Magistrate's Court, 29 Northumberland Street, Bellville.

Dated at Claremont this the 28th June 1993.

T. M. Chase, for Buchanan Boyes Thompson Smithers Inc., First Floor, 66 Main Road, Claremont. (Tel. 61-1151.)

Case 1404/92

## 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 **Rudewaan Kenny**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 6 July 1992, and warrant of execution dated 3 March 1993, the following will be sold in execution on 16 August 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 43847, Cape Town, at Mitchells Plain, measuring 245 (two hundred and forty-five) square metres, held under Deed of Transfer 73914, dated 7 December 1990, also known as 3 Handicap Road, Strandfontein Village, 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, 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 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 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 23rd day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeek Street, Cape Town. (Ref. X3C0081 Mrs Liebrandt.)

Case 12557/92

## 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 **Jeffrey John Julius**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 24 August 1992, and warrant of execution dated 30 April 1993, the following will be sold in execution on 16 August 1993 at 10:00, the Court-house being:

Certain land situated at Mitchells Plain, in the City of Cape Town, Cape Division, being Erf 9598, Cape Town, at Mitchells Plain, measuring 168 (one hundred and sixty-eight) square metres, held under Deed of Transfer 22496, dated 23 April 1990, also known as 38 Chat, 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, 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 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 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 23rd day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeek Street, Cape Town. (Ref. X3C0046 Mrs Liebrandt.)

## Case 9605/92

## 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 **P. D. Samuels**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 6 October 1992, and warrant of execution dated 30 April 1993, the following will be sold in execution at 10:00, on 16 August 1993 at the Court-house being:

Certain land situated at Mitchells Plain, in the City of Cape Town, Cape Division, being Erf 5185, Cape Town, at Mitchells Plain, measuring 185 (one hundred and eighty-five) square metres, held under Deed of Transfer 46565 dated 87-09-29, also known as 40 Sicily Road, Portlands, 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 (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 further 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 21st day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0113/Mrs Liebrandt.)

## Case 32304/92

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

In the matter between **Nedcor Bank Ltd**, Reg. No. 51/0009/06, Judgment Creditor, and **Clifford Diedricks**, Judgment Debtor

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, to the highest bidder on 18 August 1993 at 10:00.

*Description:* Erf 111372, Diep River, measuring 687 square metres, known as 4 Frinton Road, Diep River.

*Improvements reported but not guaranteed:* Brick dwelling, slate roof, three bedrooms, two and a half bathrooms, kitchen, lounge, living-room, dining-room, double garage, swimming-pool and granny flat.

1. The full and complete conditions of sale will be read immediately prior to the sale and will lie for inspection at the offices of the Sheriff Wynberg.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale in cash or by approved bank-marked cheque and the balance together with interest thereon at the rate of 18% (eighteen per centum) per annum, from the date of sale to date of registration of transfer of the property into the purchaser's name, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Wynberg this 7th day of July 1993.

Pincus Matz-Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

## Case 7762/92

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

In the matter between **NBS Bank Ltd** (previously Natal Building Society) (Reg. No. 87/01384/06), Plaintiff, and **T. A. Mbeki**, First Defendant, and **X. Y. Mbeki**, Second Defendant

On 19 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 136, Crossroads, together with all erections or structures thereon in the Township of Crossroads held under Deed of Grant TL1170/90, measuring 180 (one hundred and eighty) square metres.

*Improvements* (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per centum) cash;
3. Possession and occupation on payment of deposit and costs;
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 12th day of July 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-on-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

**Case 4322/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Bank Ltd**, Plaintiff, and **Rogaya Tasriet**, Defendant

In the above matter a sale will be held on Tuesday, 17 August 1993 at 10:15, at the site of 14 Little Street, Kensington, Maitland, being Erf 111084, Cape Town, at Maitland, in the City of Cape Town, Cape Division, measuring 507 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 four bedroomed dwelling with a lounge, dining-room, kitchen, bathroom, two toilets, garage and two incomplete showers has been erected.
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 Cape Town, 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 11176/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **NBS Bank Ltd**, previously Natal Building Society (Reg. No. 87/01384/06), Plaintiff, and **J. W. Mnguni**, First Defendant, and **M. S. Mnguni**, Second Defendant

On 20 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 325, Cross Roads, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL1174/90, measuring 169 (one hundred and sixty-nine) square metres.

*Improvements* (which are not warranted to be correct and not guaranteed): Detached single storey brick and/or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 8th day of July 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

**Case 8179/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd**, previously Natal Building Society (Reg. No. 87/01384/06), Plaintiff, and **A. S. Makaula**, Defendant

On 20 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 23746, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL23832/90, measuring 113 (one hundred and thirteen) square metres.

*Improvements* (which are not warranted to be correct and not guaranteed): Detached single storey brick and/or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 8th day of July 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

**Case 2086/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd**, previously Natal Building Society (Reg. No. 87/01384/06), Plaintiff, and **Z. W. Kyalo**, First Defendant, and **Z. J. Sibeko**, Second Defendant

On 20 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 27617, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL26499/90, measuring 306 (three hundred and six) square metres.

*Improvements* (which are not warranted to be correct and not guaranteed): Detached single storey brick and/or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 8th day of July 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

**Case 8215/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd**, previously Natal Building Society (Reg. No. 87/01384/06), Plaintiff, and **W. V. Magqwaka**, First Defendant, and **N. M. Magqwaka**, Second Defendant

On 20 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 19955, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL30352/89, measuring 150 (one hundred and fifty) square metres.

*Improvements* (which are not warranted to be correct and not guaranteed): Detached single storey brick and/or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per centum) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 8th day of July 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

**Case 13748/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLAIN HELD AT MITCHELL'S PLAIN

In the matter between **NBS Bank Ltd** (previously Natal Building Society) (Reg. No. 87/01384/06), Plaintiff, and **ZN Nqxelo**, First Defendant, and **NJ Nqxelo**, Second Defendant

On 20 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 23440, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL35683/90, measuring 112 (one hundred and twelve) square metres, improvements (which are not warranted to be correct and not guaranteed).

Detached single-storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per cent) cash;
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office.

Dated at Cape Town on this 8th day of July 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45 On-Castle, 45 Castle Street, Cape Town. (Tel. 240301.)

**Case 11247/92**

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

In the matter between **NBS Bank Ltd** (previously Natal Building Society) (Reg. No. 87/01384/06), Plaintiff, and **ME Gceya**, Defendant

On 20 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 24990, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL6549/90, measuring 189 (one hundred and eighty-nine) square metres, improvements (which are not warranted to be correct and not guaranteed).

Detached single-storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per cent) cash;
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office.

Dated at Cape Town on this 8th day of July 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45 On-Castle, 45 Castle Street, Cape Town. (Tel. 240301.)

**Case 8292/92**

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

In the matter between **NBS Bank Ltd** (previously Natal Building Society) (Reg. No. 87/01384/06), Plaintiff, and **S Mbanga**, First Defendant, and **NG Mbanga**, Second Defendant

On 20 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 23744, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL68251/89, measuring 113 (one hundred and thirteen) square metres, improvements (which are not warranted to be correct and not guaranteed).

Detached single-storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per cent) cash;
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office.

Dated at Cape Town on this 8th day of July 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45 On-Castle, 45 Castle Street, Cape Town. (Tel. 240301.)

**Case 11253/92**

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

In the matter between **NBS Bank Ltd** (previously Natal Building Society) (Reg. No. 87/01384/06), Plaintiff, and **ND Malgas**, First Defendant, and **N Malgas**, Second Defendant

On 20 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 27354, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL29875/90, measuring 260 (two hundred and sixty) square metres, improvements (which are not warranted to be correct and not guaranteed).

Detached single-storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, kitchen and bedroom/s.

*The material conditions of sale are:*

1. Voetstoots and without reserve;
2. Deposit of 10% (ten per cent) cash;
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office.

Dated at Cape Town on this 8th day of July 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45 On-Castle, 45 Castle Street, Cape Town. (Tel. 240301.)

Saak 3566/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **Willie Holman**, Eerste Vonnisskuldenaar, en **Clare Felicity Holman**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogenoemde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 16 Augustus 1993 om 10:00, te Ribbokstraat 21, Paarl-Oos, naamlik:

Erf 15567, Paarl, in die munisipaliteit en afdeling Paarl, groot 456 (vierhonderd ses-en-vyftig) vierkante meter, gehou deur die Eksekusieskuldenaars kragtens Transportakte T53410/89, onderhewig aan die veilingsvoorwaardes hieronder uiteengesit.

*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, soos gewysig, en die reëls daaronder uitgevaardig.
2. Een tiende ( $\frac{1}{10}$ ) 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 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 30ste dag van Julie 1993.

Van Wyk Gaum Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Saak 5088/90

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Ernest September**, Eerste Vonnisskuldenaar, en **Jakoba September**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 16 Augustus 1993 om 10:30, te Fransstraat 5, Paarl:

Restant Erf 5679, Paarl, in die munisipaliteit en afdeling Paarl, groot 952 (negehonderd twee-en-vyftig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T26273/85, en geleë te Fransstraat 5, Paarl, onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

*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, soos gewysig en die reëls daaronder uitgevaardig.
2. Een tiende 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 prima bankkoers van Nedcor Bank Beperk 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 14de dag van Julie 1993.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

## 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 **Martin Minnaar**, First Defendant, and **Gertrude Margaret Minnaar**, 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 53 Ascot Road, Milnerton, on Thursday, 19 August 1993 at 14:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum Building, Barrack Street, Cape Town:

Erf 2058, Milnerton, in the Municipality of Milnerton, Cape Division, measuring 1 018 (one thousand and eighteen) square metres, held by Deed of Transfer T67494/1989, also known as 53 Ascot Road, Milnerton (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Entrance-hall, lounge, dining-room, family room, kitchen, four bedrooms, bathroom/water closet, shower/water closet.

There are also two garages, servant's room, water closet, store-room and a swimming-pool.

*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) 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 8th day of July 1993.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/36447.)

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

In the matter between **The Body Corporate of the Labiance Building** (No. SS139/82), Plaintiff, and **Ms M. J. Klopper**, Defendant

In execution of a judgment of the Magistrate's Court for the district of Bellville in the above-mentioned suit, a sale will be held at 85 Labiance Centre, Labiance, Bellville, on Wednesday, 15 September 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 Magistrate's Court, Bellville:

(a) Section 49, as shown and more fully described on Sectional Plan SS139/82 in the building or buildings known as Labiance and situated at Bellville, in the Municipality of Bellville, Cape Division, of which section the floor area according to the Sectional Plan is 58 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 ST5992/1992, and

(b) section 54, as shown and more fully described on Sectional Plan SS139/82 in the building or buildings known as Labiance and situated at Bellville, in the Municipality of Bellville, Cape Division, of which section the floor area according to the sectional plan is 19 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 ST5992/1992, and situated at 85 Labiance Centre, Labiance, Bellville.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Bedroom, bathroom, kitchen, lounge, toilet and 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 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 12th day of July 1993.

William Inglis, Plaintiff's Attorneys, 53 Church Street, P.O. Box 67, Docex 88, Cape Town. (Tel. 22-2084.) (Ref. J. Luitingh/ms/S1181/3252.)

Saak 651/93

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

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **R. P. Rogers**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 11 Mei 1993, in bogemelde aangeleentheid sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word te Presentstraat 2, Newton, Wellington, op 25 Augustus 1993 om 10:45, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Wellington, 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 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.

(d) Besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

*Eiendom:* Erf 8067, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 438 (vierhonderd agt-en-dertig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T55444/1990 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Wellington op hierdie 2de dag van Julie 1993.

J. Duvenage, vir Duvenage & De Villiers, Hoofweg 107, Wellington, 7655. (Verw. ND/fp.)

Case 434/93

## 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 **Mrs Christina Johanna Booyen**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution dated 17 May 1993, the following property will be sold in execution, at the site of the property, 1 Windell Road, Platteklouf, Parow, on Wednesday, 18 August 1993 at 10:15, to the highest bidder:

*Certain:* Erf 2338, Parow, in the Municipality of Parow, Division of the Cape, in extent 1 315 (one thousand three hundred and fifteen) square metres, held by Deed of Transfer T15986/74, also known as 1 Windell Road, Platteklouf, Parow.

*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 an entrance-hall, lounge, dining-room, kitchen/breakfast nook, laundry, four bedrooms, snooker room, bar room, two bathrooms with w.c., shower and w.c., bath and w.c., family room, servant's room with bathroom and w.c., store-room, double garage and pool.

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 16,75% (sixteen comma seven five) per centum 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 15th day of July 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 W16931.)

Case 26385/91

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

**ABSA Bank Ltd**, trading as United Bank *versus* **Solomon Christie Patience** and **Dolores Ann Patience**

The following property will be sold in execution at the site of the property, 51 Seventh Street, Kensington, Cape, on Thursday, 26 August 1993 at 09:30, to the highest bidder:

Remainder Erf 22138, Cape Town at Maitland, in extent 496 square metres, held by T29954/1989, situated at 51 Seventh Street, Kensington, 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 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. D1U1290/gl.)

**Case 5220/91**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA Bank Ltd, trading as United Bank versus Sulaiman Stegmann and Jawaya Stegmann**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 25 August 1993 at 10:00, to the highest bidder:

Erf 26578, Mitchells Plain, in extent 130 square metres, held by T74400/1989, situated at 7 Curtiss Street, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

*Maisonette:* 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 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 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. D1U0128/gl.)

**Case 3150/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**ABSA Bank Ltd, trading as United Bank versus Selma Elizabeth November**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Cape, on Thursday, 19 August 1993 at 14:00, to the highest bidder:

Erf 17732, Bellville, in extent 462 square metres, held by T23806/1989, situated at 74 Accordion Street, Belhar, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three 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 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. D2U0226/gl.)

**Case 12630/92**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

**ABSA Bank Ltd, trading as United Bank, versus Julian Classen**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Wednesday, 25 August 1993 at 11:30, to the highest bidder:

Erf 1912, Matroosfontein, in extent 483 square metres, held by T78421/1991, situate at 7 First Avenue, Bishop Lavis, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and toilet. 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. D2U1430/gl.)

Case 1456/93

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

**ABSA Bank Ltd**, trading as Allied Bank, *versus* **Johannes Arnold Erwin Prozesky and Mari Prozesky**

The following property will be sold in execution at the site of the property, 7 Provence, Strand, Cape, on Wednesday, 25 August 1993 at 12:15, to the highest bidder:

Erf 9516 the Strand, in extent 927 square metres, held by T47531/1991, situate at 7 Provence, Strand, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, lounge, dining-room, kitchen, four bedrooms, two bathroom/toilets and shower/toilet. 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 Riebeek Street, Cape Town. (Ref. D3A0174/gl.)

Case 2993/93

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

**ABSA Bank Ltd**, trading as United Bank, *versus* **Thomas Marthinus Nicholas Isaacs and Lea Isaacs**

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Thursday, 26 August 1993 at 10:00, to the highest bidder:

Erf 17656, Paarl, in extent 375 square metres, held by T52748/1989, situate at 7 Champagne Street, Riverside Park, Paarl East, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three bedrooms and bathroom/toilet. Stoep.

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 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. D2U0446/gl.)

Case 695/93

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

**ABSA Bank Ltd**, trading as United Bank, *versus* **Gina Martita Rober**

The following property will be sold in execution at the site of the property, 9 Dorhill Road, Somerset West, Cape, on Tuesday, 24 August 1993 at 11:00, to the highest bidder:

Erf 1587, Somerset West, in extent 1 323 square metres, held by T30628/1991, situate at 9 Dorhill Road, Somerset West, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/shower/toilet and bathroom/toilet. Two garages 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 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. D3U0061/gl.)

Case 8184/92

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

**ABSA Bank Ltd, trading as United Bank versus Soraya Price**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 25 August 1993 at 10:00, to the highest bidder:

Erf 469, Mandalay, in extent 504 square metres, held by T52222/1990, situated at 65 Kipling Street, Mandalay, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, dining-room, kitchen, three bedrooms, en suite bathroom/toilet, bathroom/toilet and 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 Riebeek Street, Cape Town. (Ref. D2U1050/gl.)

Case 9770/92

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

**ABSA Bank Ltd, trading as United Bank versus Ronald Jacobus Rhode and Roselind Susan Anne Rhode**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 25 August 1993 at 10:00, to the highest bidder:

Erf 2879, portion of Erf 303, Mitchells Plain, in extent 65 square metres, held by T64221/1989, situated at 39 Minerva Road, Woodlands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

*Maisonette:* Lounge/kitchen, three 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. D2U1234/gl.)

Case 10852/92

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

**ABSA Bank Ltd, trading as United Bank versus Elaine Pietersen**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 25 August 1993 at 10:00, to the highest bidder:

Erf 35514, Mitchells Plain, in extent 318 square metres, held by T32140/1990, situated at 5 Flanders Walk, Strandfontein, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three bedrooms, bathroom/toilet and single 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 Riebeek Street, Cape Town. (Ref. D2U1314/gl.)

Case 3630/92

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

**ABSA Bank Ltd**, trading as United Bank *versus* **Achmat Anthony Moosa** and **Gertrude Elizabeth Moosa**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 25 August 1993 at 10:00, to the highest bidder:

Erf 28255, Mitchells Plain, in extent 539 square metres, held by T40014/1985, situated at 5 Colorado Avenue, Colorado Park, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and single 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. D2U0555/gl.)

Case 11158/92

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

**ABSA Bank Ltd**, trading as United Bank *versus* **Francis Margareta Catharina Evertse**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 25 August 1993 at 10:00, to the highest bidder:

Erf 40909, Mitchells Plain, in extent 253 square metres, held by T17943/1988, situated at 72 Estelle 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 Riebeeck Street, Cape Town. (Ref. D1U0516/gl.)

Case 11156/92

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

**ABSA Bank Ltd**, trading as United Bank *versus* **Adam Lorimer de Waal** and **Matilda de Waal**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 25 August 1993 at 10:00, to the highest bidder:

Erf 20601, Mitchells Plain, in extent 383 square metres, held by T27797/1987, situated at 57 Mount View Road, Woodlands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three bedrooms, bathroom and 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. D2U1342/gl.)

Case 5789/92

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

**ABSA Bank Ltd, trading as United Bank versus Desmond Cupido and Netasha Dawn Cupido**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 25 August 1993 at 10:00, to the highest bidder:

Erf 461, Weltevreden Valley, in extent 294 square metres, held by T31568/1989, situated at 18 Elland Road (previously known as 12 Elland Road), The Leagues, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge/kitchen, three 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 Riebeeck Street, Cape Town. (Ref. D2U0814/gl.)

Case 3247/89

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

**ABSA Bank Ltd, trading as United Bank versus Sedick Jacobs and Bahia Jacobs**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 25 August 1993 at 10:00, to the highest bidder:

Erf 8703, Mitchells Plain, in extent 244 square metres, held by T27405/1988, situated at 38 Haakdoring Street, Lentegeur, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three 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 Riebeeck Street, Cape Town. (Ref. D9U0120/gl.)

Case 32262/92

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

**ABSA Bank Ltd, trading as United Bank versus Aubrey David Connolly**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 25 August 1993 at 10:00, to the highest bidder:

A unit consisting of:

(a) Section 8 as shown and more fully described on Sectional Plan SS76/1980 in the scheme known as Elfin Court, in respect of the land and building or buildings situated at Heathfield, Cape Division, of which section the floor area according to the said sectional plan is seventy-five (75) 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 Deed of Transfer ST76/1980 (8) (Unit), also known as C8 Elfin Court, Meersig Road, Heathfield, Cape.

1. The following improvements are reported but not guaranteed:

Sectional title unit: 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 Riebeeck Street, Cape Town. (Ref. D2U0842/gl.)

Case 39350/92

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

**ABSA Bank Ltd, trading as United Bank versus Victor Anthony America and Constance America**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 25 August 1993 at 10:00, to the highest bidder:

Erf 6824, Grassy Park, in extent 440 square metres, held by T13130/1989, situated at 37 Woodville Road, Grassy Park, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, dining-room/kitchen, three bedrooms, bathroom/toilet and en suite 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. D0U1609/gl.)

Case 2003/93

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

**ABSA Bank Ltd, trading as Allied Bank versus Jumaadien Wantza and Juleiga Wantza**

The following property will be sold in execution at the site of the property, 37 William Stewart Street, Strand, Cape, on Wednesday, 25 August 1993 at 11:30, to the highest bidder:

Erf 12801, the Strand, in extent 253 square metres, held by T14719/1989, situated at 37 William Stewart Street, Strand, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, dining-room, kitchen, three bedrooms and bathroom/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. D3A0228/gl.)

Case 2059/93

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

**ABSA Bank Ltd, trading as United Bank versus Abraham Isaac Jordaan and Maria Jordaan**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 23 August 1993 at 10:00, to the highest bidder:

Erf 2515, Kleinvlei, in extent 201 square metres, held by T21014/1988, situated at 22 Wittebol Street, Kleinvlei Annex, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, two bedrooms, bathroom, toilet and 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. D3U0096/gl.)

Case 6010/93

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

**ABSA Bank Ltd, trading as Allied Bank versus Norman Lesley van Wyk and Redell Maree van Wyk**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 23 August 1993 at 10:00, to the highest bidder:

Erf 5907, Blue Downs, in extent 252 square metres, held by T1512/1993, situated at 23 Inez Street, Brentwood Park, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three bedrooms, bathroom and 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. D3A0250/gl.)

Case 5057/93

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

**ABSA Bank Ltd, trading as United Bank versus The Trustees for the time being of the Grahams Trust**

The following property will be sold in execution at the site of the property, 34 Paul Street, Bracken Heights, Brackenfell, Cape, on Monday, 23 August 1993 at 11:45, to the highest bidder:

Erf 847, Brackenfell, in extent 684 square metres, held by T50075/1991, situated at 34 Paul Street, Bracken Heights, Brackenfell, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, family room, study, bar, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet. Attached single garage, servant's room, toilet and swimming-pool.

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. D3U0237/gl.)

Case 2277/92

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

**ABSA Bank Ltd, trading as United Bank versus Ernest Johannes Arendse and Gail Judith Arendse**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 24 August 1993 at 10:00, to the highest bidder:

Erf 2315, Macassar, in extent 273 square metres held by T9890/1986, situated at 61 Koedoe Street, Macassar, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three 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 Riebeeck Street, Cape Town. (Ref. D2U0796/gl.)

Case 8418/90

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

**ABSA Bank Ltd, trading as United Bank versus Mogamat Yusuf Hanewell and Rughshana Hanewell**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 23 August 1993 at 10:00, to the highest bidder:

Erf 8344, Kuils River, in extent 400 square metres, held by T44941/1988, situated at 36 Groenvlei Street, Highbury, Kuils River, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Lounge, kitchen, three bedrooms, bathroom and 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. D0U2356/gl.)

Case 3356/93

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

**ABSA Bank Ltd ABSA Bank Ltd, trading as Allied Bank versus Eugene Marais**

The following property will be sold in execution at the site of the property, 10 Nagel Crescent, Kine Grove, Brackenfell, Cape, on Monday, 23 August 1993 at 11:00, to the highest bidder:

Erf 5675, Brackenfell, in extent 660 square metres, held by T48755/1991, situated at 10 Nagel Crescent, Kine Grove, Brackenfell, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Entrance, lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. Attached garage and 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. D3A0171/gl.)

Saak 14880/90

## IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD KAMERS, TODD STRAAT, PORT ELIZABETH

In die saak tussen **Kleinsake Ontwikkelingskorporasie Bpk.**, Eiser, en **Justice Headbush**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof op 2 Oktober 1990, en 'n lasbrief vir eksekusie daarkragtens uitgereik, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 20 Augustus 1993 om 14:15, voor die ingang van die Nuwe Geregshowe te Todd Kamers, Toddstraat, Noordeinde, Port Elizabeth:

Sekere Erf 51100, geleë in die distrik Ibhayi Stadsraad, Administratiewe distrik Port Elizabeth, groot 2 848 (tweeëduisend agthonderd agt-en-veertig) vierkante meter, geleë te hoek van Kani- en Koyanastraat, Zwide, Port Elizabeth.

*Verbeterings:* Hoewel niks in hierdie verband gewaarborg word nie is die eiendom sover bekend verbeter met 'n dubbel-verdieping baksteengebou onder sinkdak wat as supermark en winkel benut word.

*Vernaamste verkoopvoorwaardes:*

1. Die eiendom sal voetstoots, sonder reserwe aan die hoogste bieder verkoop word, onderhewig aan die verkoopvoorwaardes, die bepalings van die Landdroshofwet en die reëls ingevolge daarvan en aan die titelakte in soverre hulle van toepassing is.

2. 10% (tien persent) van die koopprys is betaalbaar by ondertekening van die verkoopvoorwaardes en vir die balans, tesame met rente daarop teen 18% (agtien persent) per jaar, moet die koper 'n bank- of ander aanvaarbare waarborg wat betaalbaar is teen registrasie van oordrag, lewer binne 21 (een-en-twintig) dae.

Volledige verkoopvoorwaardes lê ter insae in die kantoor van die Balju vir die Landdroshof.

Gedateer te Port Elizabeth op hierdie 16de dag van Julie 1993.

Wilke Weiss Van Rooyen & Preston, Cavendish Huis, Cuylerstraat 2, Port Elizabeth. [Tel. (041) 56-4220.] (Verw. PVR/evv/SB380.)

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

In die saak tussen **ABSA Bank Bpk.**, voorheen United Bank Bpk., voorheen United Bouvereniging, Eksekusieskuldeiser, en **Angelina Jansen**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 22 Maart 1993, en daaropvolgende lasbrief vir eksekusie gedateer 22 Maart 1993, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 19 Augustus 1993 om 10:00, te Golfstraat 55, Parkdene, George:

Erf 11203, George, in die munisipaliteit en afdeling George, groot 350 (driehonderd-en-vyftig) vierkante meter, geleë te Golfstraat 55, Parkdene, George, en bestaande uit sitkamer, twee slaapkamers, kombuis, badkamer, toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

*Voorwaardes:* Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoor-ure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 38, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, C. J. Langenhovenweg, George.

Saak 1712/93

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

In die saak tussen **ABSA Bank Bpk.**, voorheen United Bank Bpk., voorheen United Bouvereniging, Eksekusieskuldeiser, en **Johan van Winkel**, Eerste Eksekusieskuldenaar, en **Magaretha Hertzogina van Winkel**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof, gedateer 26 Mei 1993, en daaropvolgende lasbrief vir eksekusie, gedateer 26 Mei 1993, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 19 Augustus 1993 om 10:30, te Botterblomstraat 3, George:

Erf 14408, George, in die munisipaliteit en afdeling George, groot 417 (vierhonderd-en-sewentien) vierkante meter, geleë te Botterblomstraat 3, George, en bestaande uit sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

*Voorwaardes:* Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoor-ure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 38, George en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, C. J. Langenhovenweg, George.

Saak 3954/92

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

In die saak tussen **Trust Bank van Afrika Bpk.**, Eksekusieskuldeiser, en **A. M. Sadie**, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 5 Julie 1993, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te Des Presstraat 39, Suider-Paarl, verkoop word op Maandag, 23 Augustus 1993 om 10:00, aan die hoogste bieder:

Erf 8590, Paarl, in die munisipaliteit en afdeling Paarl, groot 704 vierkante meter, geleë te Des Pressstraat 39, Suider-Paarl.

*Terme:*

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalinge van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls en bepalinge wat daarvolgens en volgens die transportaktes gemaak is insoverre 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 26% (ses-en-twintig 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 of 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 16de dag van Julie 1993.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Saak 9422/92

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

In die saak tussen **NBS Bank Bpk.**, Eiser, en **P. J. J. Lucas**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 10 September 1992, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 25 Augustus 1993 om 09:30:

Erf 2251, Eerste Rivier, ook bekend as Arnistonsingel 3, High Places, Eerste River, afdeling Stellenbosch, groot 371 vierkante meter, gehou kragtens Transportakte T11465/91.

**Voorwaardes:**

1. Die eiendom sal deur die Balju Landdroshof van 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 koopprijs 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 19% (negentien persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge 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 veilingsvoorwaardes 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, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 15de dag van Julie 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ELN191.)

Saak 2005/93

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

In die saak tussen **NBS Bank Bpk.**, Eiser, en **D. J. Hendricks**, Eerste Verweerder, en **E. Hendricks**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 11 Maart 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 25 Augustus 1993 om 09:30:

Erf 8045, Brackenfell, ook bekend as Keurboomlaan 10, Northpine, Brackenfell, afdeling Stellenbosch, groot 251 vierkante meter, gehou kragtens Transportakte T40383/87.

**Voorwaardes:**

1. Die eiendom sal deur die Balju, Landdroshof van 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 koopprijs 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 18,75% (agtien komma sewe vyf persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge 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 veilingsvoorwaardes 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, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 15de dag van Julie 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. Mev Swart/EHN284.)

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

In die saak tussen **NBS Bank Bpk.**, Eiser, en **L. P. A. Moses**, Eerste Verweerder, en **M. A. Moses**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 10 Februarie 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 25 Augustus 1993 om 09:30:

Erf 5490, Eerste Rivier, ook bekend as Magaliessingel 68, Heather Park, Eersterivier, afdeling Stellenbosch, groot 337 vierkante meter, gehou kragtens Transportakte T989/91.

*Voorwaardes:*

1. Die eiendom sal deur die Balju, Landdroshof van 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 19,25% (negentien komma twee vyf 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 afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Togevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes 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, Prokureurs van Eiser, Sarel Cilliersstraat 1, Belville.

Gedateer hierdie 15de dag van Julie 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. Mev Swart/EMN254.)

## Case 6831/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Allied Bank**, Plaintiff, and **Bull Welman**, Defendant

In pursuance to a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 23 March 1993, the property listed hereunder will be sold in execution on Friday, 13 August 1993 at 14:15, at the front entrance of the Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

Erf 6707, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 258 square metres, situated at 26 Lundall Crescent, Bethelsdorp Extension 26B, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A dwelling-house consisting of lounge, kitchen, two bedrooms, bathroom/w.c.

*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 will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial building society loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on the 15th day of July 1993.

J. G. Richards, for Rushmere Noach Inc., Plaintiff's Attorneys, Allied Building, Port Elizabeth. [Tel. (041) 55-7788.] (Ref. Mr Richards/ap.)

## Case 15179/93

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

In the matter between **Western Cape Regional Services Council**, Plaintiff, and **C. Arendse**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 13 May 1993, the property listed hereunder, and commonly known as 2 Sierra Close, Mandalay will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 13 September 1993 at 10:00, to the highest bidder:

Erf 1832, Mandalay, situated in the Local Area of Mandalay, Cape Division, in extent 578 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 19th day of July 1993.

Coll. for Syfret Godlonton-Fuller Moore Inc., 10th Floor, NBS Waldorf, St Georges Mall, Cape Town. [Ref. Coll/WW/75594 (16).]

Case 8571/92

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **O. C. Daniels**, Defendant

The following property will be sold in execution on 23 August 1993 at 10:00, on the steps of the Magistrate's Court, Wynberg, to the highest bidder:

Erf 28256, Mitchells Plain, in the Colorado Area, Cape Division, in extent 547 (five hundred and forty-seven) square metres, held by Deed of Transfer T30959/85, also known as 4 Colorado Crescent, Colorado.

1. The property shall be sold without reserve and subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds.

2. The following improvements on the property are reported but nothing is guaranteed: Single dwelling of brick walls under tiled roof consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

3. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash or by deposit-taking institutions guaranteed cheque upon signature of the conditions of sale, 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, is to be secured by approved deposit-taking institution guarantee to be delivered within fourteen (14) days 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 the office of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated at Claremont this 9th day of July 1993.

Balsillie, Watermeyer & Cawood, Plaintiff's Attorneys, Norwich Life Centre, Protea Road, Claremont, Cape. (Ref. D. P. Smit/al/Claremont.)

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**NATAL**


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Case 9434/91

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

In the matter between **kwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Thembele Lewis Skweyiya**, Defendant

In pursuance of judgment granted on 28 April 1992 in the Pinetown Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 20 August 1993 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Description:* A certain piece of land, being Lot 3518, in extent 872 square metres, situated in the Township of Clermont, held by virtue of Deed of Transfer T19268/1973.

*Physical address:* Lot 3518, Clermont Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a double storey brick and tile dwelling (223m<sup>2</sup>) comprising of kitchen, laundry, dining-room, lounge, study, five bedrooms, three bathrooms, four w.c.'s, a verandah (49 m<sup>2</sup>) and a double garage (43 m<sup>2</sup>). Municipal electricity, water supply and sanitation, local authority.

*Improvements:* Fencing: P/c concrete and brick and a driveway.

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 19,75% (nineteen comma seven five per cent) 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, Pinetown.

Dated at Durban this 9th day of July 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z78499/26.)

Saak 12873/92

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

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Bhekizitha Petros Zuma**, Eerste Verweerder, en **Thandiwe Margaret Zuma**, Tweede Verweerder

Ten uitvoerlegging van 'n uitspraak van bogenoemde Hof word die volgende eiendom in eksekusie verkoop om 13 Augustus 1993 om 11:00, deur die Balju van die Landdroshof, Pietermaritzburg, te Bergstraat 277, Pietermaritzburg, Natal:

Perseel 607, geleë in die dorpsgebied Edendale, Eenheid Q, distrik Edendale-Oos, Pietermaritzburg, groot 495 vierkante meter.

Met vaste verbeterings van een wooneenheid van sement/steen, teëldak, drie slaapkamers en kombuis.

Volledige verkoopvoorwaardes kan by die onderstaande en by bogenoemde Baiju se kantore nagegaan word.

Geteken te Pietermaritzburg op hierdie 15de dag van Julie 1993.

P. Odendaal, vir Pierre Odendaal & Kie., Eerste Verdieping, Fedlifegebou, Kerkstraat 251, Posbus 902, Pietermaritzburg. (Verw. PO/TH/05S022034.)

Case 1375/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Bhekokwakhe Elliot Khwela**, Defendant

In pursuance of a judgment granted on 1 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 19 August 1993 in front of the Magistrate's Court, Somtseu Road, Durban, at 10:00, to the highest bidder:

*Description:* All the Mortgagor's right, title and interest in an to certain leasehold of Lot 2739, Lamontville, situated in the Administrative District of Natal in extent 442 square metres, held by the mortgagor under Certificate of Registered Grant of Leasehold TL325/91, subject to the terms and conditions contained therein.

*Physical address:* 2739 Lamontville.

*Improvements:* Single storey brick under tiled dwelling comprising two bedrooms, bathroom, kitchen and lounge (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

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 in cash or by bank-guaranteed cheque 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.
3. 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 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 office of the Sheriff, Durban or at the offices of Strauss Daly Inc.

Dated at Durban this 14th day of July 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. D. Varty/Z11860/nvh.)

Case 25134/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Robert Neave**, First Execution Debtor, and **Mary-Anne Leslie Neave**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 23 December 1992, the following immovable property will be sold in execution on 13 August 1993 at 11:00, at the Sheriff's Office, 5 Bishop Street, Camperdown, to the highest bidder:

Lot 125, Lynnfield Park, situated in the Development Area of Lynnfield Park, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent one thousand eight hundred and twenty-seven (1 827) square metres, situated at 19 Newa Avenue, Lynnfield Park, 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, family room, two carports, garage and servants' quarters.

*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, 5 Bishop Street, Camperdown, 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, 5 Bishop Street, Camperdown, 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 15th day of June 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G191.)

Case 1402/90

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Mark William Lynn N.O.** acting in his capacity as liquidator for Rand Civil Projects (Pty) Ltd (in liquidation), Plaintiff, and **The Trustees for the time being of the Leppan Family Trust**, Defendant

The property will be put up for auction on 20 August 1993 at 10:00, the property described as follows:

*Description:* Subdivision 1 of Lot 1755, Kloof, situated in the Borough of Kloof, and in the Port Natal Ebhode Joint Services Board Area, Administrative District of Natal in the extent 3 203 (three thousand two hundred-and-three) square metres, with postal address, 7A Uplands Drive, Kloof.

*Improvements:* Two level brick and tile dwelling (second level above kitchen only), upper level study above kitchen; Lower level: Three bedrooms (main en suite, built in cupboard in all bedrooms), bathroom with toilet, TV lounge, lounge, kitchen with fitted cupboards, double garage, swimming-pool, servants' quarters, fully fenced and tarred driveway.

*The sale shall be subject to the following conditions, inter alia:*

(1) The sale shall be subject to the terms and conditions of the Supreme Courts Act and rules thereunder which may be inspected at the offices of the Deputy Sheriff, Pinetown.

(2) The property will be sold by the Deputy Sheriff, Pinetown, on 20 August 1993, outside the front entrance of the steps of the Magistrates Court, Chancery Lane, Pinetown.

(3) The property is being sold voetstoots and as represented by the title deeds and diagram, the Deputy Sheriff not holding himself responsible for any deficiency, that may be found to exist and renouncing all excess. The Deputy Sheriff shall not be liable for any damages, deficiency, error of description or point out boundaries, pegs or beacons. The property is also subject to all servitudes and conditions specified in the deed of transfer.

(4) The full conditions of sale may be inspected at the office of the Deputy Sheriff, Pinetown.

Dated at Durban this 30th day of June 1993.

E. B. King Lyne & Co., Plaintiff's Attorneys, 293 Clark Road (off Maining Road), Durban.

Case 65/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **B R L Leasing (Pty) Ltd**, Plaintiff, and **David Mathys Christoffel Ellis**, Defendant

The properties will be put up for auction on 19 August 1993 at 11:00, certain property described as follows:

*Property:* Lot 10022, Richards Bay, situated in the Borough of Richards Bay, Administrative District of Natal, in extent 2 085 (two thousand and eighty-five) square metres.

*Improvements:* Single-storey brick under tile dwelling comprising of lounge, dining-room, four bedrooms (m.e.s), one and a half bathroom (tiled), fitted kitchen, laundry, double garage, single garage, toilet and shower (nothing is guaranteed in these respects).

*The sale shall be subject to the following conditions inter alia:*

(1) The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules thereunder which may be inspected at the offices of the Deputy Sheriff, old Sugar Mill, Empangeni.

(2) The property shall be the Deputy Sheriff, Empangeni, at 11:00, in front of the Court House, Union Street, Empangeni.

(3) The property is sold voetstoots and represented by the title deeds and diagrams. The Deputy Sheriff not holding himself responsible for any deficiency that may be found to exist and renouncing all excess. The Deputy Sheriff shall not be liable for any damage, deficiency, error of description or point out boundaries, pegs or beacons. The properties are also subject to all servitudes and conditions specified in the deed of transfer.

(4) The full conditions of the sale may be inspected at the office of the Deputy Sheriff, Empangeni, old Sugar Mill, Empangeni.

Dated at Durban.

E. B. King Lyne & Co., Plaintiff's Attorneys, 293 Clark Road, Berea, Durban, 4001; Docex 42, Durban. (Ref. Maharaj/Ash/B038/1.)

Case 95/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **B. M. Sibisi**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 11 November 1991, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 24 August 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site D1170, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G00809/75.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

*Improvements:* Concrete block under asbestos roof, comprising two bedrooms, living-room and dining-room combined, bathroom, toilet and wash-basin.

*Extent:* 300 square metres.

*Material conditions:*

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 24 August 1993 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid of less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant, and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Ltd, within 21 days.

Dated at Ladysmith on this 12th day of July 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF180.)

Case 9527/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Town Board of the Township of Tongaat**, Applicant, and **Various Persons**, Defendants

In execution of an Order of the Supreme Court of South Africa (Durban and Coast Local Division) dated 10 January 1992, a sale will be held at Sheriff's Office, 2 Mountview Shopping Centre, corner of Jacaranda and Inanda Roads, Verulam, on Friday, 20 August 1993 at 10:00, of the properties reflected in Annexure A hereto the highest bidder in each case on conditions to be read by the Sheriff at the time of the sale:

*Conditions and terms:*

No representations or warranty as to the description, extent, zoning or improvement of any property is given or made, and no liability shall attach to the Sheriff or the Execution Creditor in that regard. Prospective purchasers should check with the Borough Engineer regarding any restrictions which may attach to the usage of a property under any Town-planning Scheme, By-law or other regulation. No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations express or implied, as to the uses to which any property should under these conditions may be put, are made, or is anything guaranteed with regard to the description or conditions of any buildings or other improvements on any such property.

The Purchaser in each case, shall immediately after the sale pay to the auctioneer his commission of 5% (five per centum) on the first R20 000 (twenty thousand rand) of the purchase price and thereafter 3% (three per centum) subject to a minimum of R1 000 and a maximum of R6 000 and a deposit of 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque.

The purchaser shall also be liable to pay the current rates, taxes and other charges referred to in Section 175 of Ordinance 25 of 1974 (Natal) as well as transfer duty any costs of transfer on demand by the Applicant's conveyancers.

The full conditions of sale may be inspected at the offices of the undersigned. The balance of the purchase price with interest as set out in the conditions of sale is to be secured against transfer by a bank or building society guarantee to be furnished to the Sheriff concerned, within fourteen (14) days after the date of sale.

Sheriff, Verulam, Shop 2, Mount View Shopping Centre, Inanda Road, Verulam.

**ANNEXURE A**

1. The Executor of the estate of the late **Rajpati**, 2 Watson Street, Tongaat:  
Remainder of Subdivision 1 of Lot 122, Tongaat, situated in the Township of Tongaat and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 405 square metres.
2. Trustees of the **Manilal Daya Family Trust**, 16 Lotus Street, D/Nagar:  
Lot 40, Desainagar, situated in the Township of Tongaat and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 020 square metres.
3. **Harinarain Singh and Geetha Singh**, 26 Fairlie Road, Belvedere, Tongaat:  
Lot 3962, Tongaat (Extension 29), situated in the Township of Tongaat and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 366 square metres.
4. **Dewki Mistry**, 4 Porpoise Place, Seatides:  
Lot 4696, Tongaat (Extension 33), situated in the Township of Tongaat, and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 704 square metres.
5. **Poobala Reddy**, 2 Threadneedle Street, D/Nagar:  
Lot 1197, Tongaat (Extension 13), situated in the Township of Tongaat and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 002 square metres.
6. **Ponnen Pillay and Vimlanagee Pillay**, 13 View Street, Desainagar:  
Lot 1190, Tongaat (Extension 13), situated in the Township of Tongaat, and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 022 square metres.

Case 103/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **M. E. Mchunu**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 26 February 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 31 August 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site D813, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G04984/125.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

*Improvements:* Concrete block under asbestos roof, comprising two bedrooms, living room and dining-room combined, bathroom, toilet and washbasin, extent 300 square metres.

*Material conditions:*

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 31 August 1993 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff, may with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Ltd, within 21 days.

Dated at Ladysmith on this 9th day of July 1993.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF189.)

Case 15474/90

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

In the matter between **Saambou Bank Ltd** (No. 87/05437/06), Plaintiff, and **Bonginkosi Hezekia Dlamini**, Defendant

In pursuance of a judgment granted on 16 May 1990, 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 18 August 1993 at 10:00, at the main south-entrance, to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post):

*Description:* Site Z1660, Umlazi Township, in extent 485 square metres.

*Postal address:* Z1660 Umlazi Township.

*Improvements:* Three bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

*Town-planning zoning:* Residential.

*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% (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 for the Magistrate's Court of the 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 Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s 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 Umlazi at Umlazi.

Dated at Durban this 7th day of July 1993.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorneys, Stafmayer House, Beach Grove, Durban. (Ref. J. Krog/sh.)

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

In the matter between **Allied Building Society Ltd** (No. 87/02375/06), Plaintiff, and **Kamal Haripursad**, married in community of property to Renuka Davi Haripursad, Defendant

In pursuance of a judgment granted on 9 September 1991, 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 20 August 1993 at 10:00, at the front entrance to the Magistrate's Court Building, 52 Moss Street, Verulam, to the highest bidder:

*Description:* A certain piece of land being:

Lot 182, Grove End, situated in the City of Durban, Administrative District of Natal, in extent 297 (two hundred and ninety-seven) square metres.

*Postal address:* 128 Batonmore Crescent, Stanmore, Phoenix, Natal.

*Improvements:* Brick under tile semi-detached dwelling consisting of three bedrooms, lounge, dining-room, kitchen, toilet and bathroom. Precast fencing around a large section of the property, water and lights facilities.

*Town-planning zoning:* Special Residential.

Nothing is guaranteed in the above 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. (a) The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash at the time of the sale, the balance plus interest as hereinafter provided 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, provided that if the Plaintiff be the purchaser, it shall not be required to pay the deposit or provide the guarantee.

(b) The purchaser shall be liable for the payment of interest at the prevailing bond interest rate from time to time, which is presently sixteen per centum (16%) per annum to the Plaintiff, on the amount of the award to the Plaintiff in the distribution plan from date of sale to date of transfer, both days inclusive, and interest on any other bonds at the rate mentioned in such bonds for the above period.

3. Payment of Value-Added Tax which may be applicable in terms of Act No. 39 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Plaintiff at the prevailing bond interest rate/rates applicable from time to time and to further bondholders at the prevailing bond interest rate/rates from time to time on the respective amounts of the awards to the Plaintiff and to further bondholders in the plan of distribution from the date of sale to the date of transfer.

5. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, District of Inanda, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam.

Dated at Durban on this 6th day of July 1993.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/CEA/GAL.1668.)

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **R. S. Mbatha**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Camperdown, dated 19 May 1993, and writ of execution dated 25 May 1993, the immovable property listed hereunder will be sold in execution on Friday, 20 August 1993 at 11:00, at the Sheriff's Sale Room, 5 Bishop Street (behind Masonic Lodge), Camperdown, Natal, to the highest bidder:

Ownership Unit 405, Unit C, Mpumalanga Township, District of Hammersdale, Natal, in extent 325 square metres and as described on Deed of Grant G5175/89.

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 20,25% (twenty comma two 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, Camperdown, immediately prior to the sale may be inspected at his office at Bishop Street (behind Masonic Lodge), Camperdown, Natal.

Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. K1L/471/evh.)

## Case 8253/93

## 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 **G. V. Ntuli**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 14 May 1993, and writ of execution dated 14 May 1993, the immovable property listed hereunder will be sold in execution on Friday, 20 August 1993 at 11:00, at the Sheriff's Sale Room, 5 Bishop Street (behind Masonic Lodge), Camperdown, Natal, to the highest bidder:

Ownership Unit 1589, Unit D, Mpumalanga Township, District of Mpumalanga, in extent 315 square metres and described on Deed of Grant G9590/87.

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 17,25% (seventeen comma two 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, Camperdown, immediately prior to the sale may be inspected at his office at Bishop Street (behind Masonic Lodge), Camperdown, Natal.

Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. K1L/516/evh.)

## Case 7765/91

## 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 **H. P. Seoka**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 21 November 1991, and writ of execution dated 21 November 1991, the immovable property listed hereunder will be sold in execution on Friday, 20 August 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Ownership Unit 2082, Imballi III, Edendale Township, District of Pietermaritzburg, Natal, in extent 114 square metres, and as described on General Plan BA137/1981.

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 23% (twenty-three 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, Natal.

Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. K1L/303/evh.)

## Case 1659/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Nedcor Bank Ltd** (formerly trading as Nedperm Bank Ltd), Plaintiff, and **Carlton Leonard Eades**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following property belonging to the Defendant, will be sold in execution on 20 August 1993 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder for cash:

(1) The sectional unit described as Section 2 as shown and more fully described on Sectional Plan 146089, in the building or buildings known as The Grove, situated in the City of Durban, of which section the floor area according to the said Sectional Plan is 74 square metres in extent, held by the Defendant under Certificate of Registered Section Title ST146/89.

(2) The Defendant's undivided share in the common property in the land and building or buildings as shown and more fully described on the said Sectional Plan 146089, apportioned to the said Section 2, in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan.

The following information relating to the property is furnished, but not guaranteed in any way:

1. The property is situated at Flat 1, The Grove, Victoria Embankment, Durban.

2. The property has been improved by the construction of a flat with brick/plaster walls comprising bedroom, bath/basin, toilet, lounge with wooden block floors, dining-nook, kitchen with tiled walls and fitted cupboards halfway up the wall. There is no garage.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 7th day of July 1993.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (Ref. LRM/lv/S.30.)

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

In the matter between **ABSA Bank Ltd** (Reg. No. 86/04794/06), trading as United Bank, Plaintiff, and **Jahan Noor Khan**, First Defendant, and **Muntaz Begum Khan**, Second Defendant

In pursuance of a judgment granted on 5 May 1993, 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 17 August 1993 at 14:00, in front of the Magistrate's Court Building, Somtseu Road, Durban:

*Description:* A unit consisting of (a) section 24 as shown and more fully described on Sectional Plan SS313/87 in the scheme known as Malgrove in respect of the land and building or buildings situate at Durban, Local Authority of Durban, of which section the floor area, according to the said sectional plan is (92) ninety-two 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 of Registered Sectional Title ST313/87 (24) (Unit).

*Street address:* 61 Malgrove, Prospect Hall Road, Durban.

*Improvements:* Flat consisting of kitchen, lounge and dining-room, bathroom, main on suite bath, shower, wash-hand basin, bathroom, toilet and wash-hand basin and small balcony (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special residential.

*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, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of sale [and in the event of there being any other preferent Creditor's (bondholder), then the interest payable upon such preferent Creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorney of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the 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.

Dated at Durban this 30th day of June 1993.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z14067.)

Case 1074/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Moonsamy Pillay**, First Defendant, **Neelavathie Pillay**, Second Defendant, and **Ricky Ganhes**, Third Defendant

Pursuance to a judgment of the above-mentioned Honourable Court dated 25 May 1992, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 13 August 1993 at 09:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable property is Subdivision 1300, of Lot 988 of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and seventy-six (376) square metres, postal address 12 Dresda Road, Northdale, Pietermaritzburg, Natal.

*Improvements:* Lounge, two bedrooms, bathroom, toilet and kitchen.

*Zoning:* Residential. Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 20,20% (twenty comma twenty per centum) per annum from 1 April 1992, compounded monthly, in advance, on the amount of the Plaintiff's judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 2nd day of June 1993.

Shepstone & Wylie Tomlinson, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/LJ/87/E0002/92.)

Case 2041/92

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **Dayanandan Kristinasamy Naidoo**,  
First Defendant, and **Ragani Naidoo**, Second Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 3 December 1992, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 13 August 1993 at 08:30, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable property is Subdivision 6028 (of 5921) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and twenty (212) square metres, postal address 38 Steeple Crescent, Bombay Heights, Pietermaritzburg, Natal.

*Improvements:* Lounge, three bedrooms, bathroom, toilet, kitchen and shadecloth carport.

*Zoning:* Residential. Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.
2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 18% (eighteen per centum) per annum from 1 December 1992, compounded monthly, in advance, on the amount of the Plaintiff's judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 22nd day of June 1993.

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/LJ/87/E0085/92.)

Case 9031/92

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Gary Drummond Leech**, First Defendant, and  
**Susan Ethel Leech**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 20 August 1993 at 10:00:

*Description:* Lot 356, Coedmore, situated in the Yellowwood Park Health Committee Area, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres, held under Deed of Transfer T13892/1979. Physical address 54 Warbler Way, Yellowwood Park, Natal.

*Zoning:* Special residential.

The property consists of the following: Single-storey brick under tile roof house comprising three bedrooms, toilet—tiled floor, bathroom: bath/basin and toilet—tiled floor, lounge—tiled floor, dining-room—carpeted, kitchen—fitted cupboards, tiled floor.

The property is fully fenced and has a swimming-pool. There is no garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court 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 Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the acting sheriff of the Supreme Court, 101 Legaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 6th day of July 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5217/slm.)

Case 2077/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Emmanuel Appalsamy**, First Defendant, and **Pauline Pearl Appalsamy**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 13 August 1993, at 10:00:

*Description:* Section 17 as shown and more fully described on Sectional Plan 39/1989 in the building or buildings known as Nagina Gardens, situated in Pinetown, in the Pinetown Local Authority, of which the floor area according to the said sectional plan is seventy-six (76) square metres in extent; and 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 under Certificate of Registered Sectional Title ST39/1989 (17) (Unit). Physical address 17 Nagina Gardens, Marianhill, Natal.

*Zoning:* Special residential.

*The property consists of the following:* Brick under tile dwelling comprising of three bedrooms, bathroom and toilet, lounge, dining-room and kitchen. There are not outbuildings. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme 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 Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 8th day of July 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6045/slm.)

Case 709/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Gregory Reginald Twigg**, Plaintiff, and **Pizbay Investments CC**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division, dated 17 March 1993 and writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 27 August 1993 at 10:00, at the front entrance to the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

*Description:* Erf 1084, of the Township La Lucia Extension 5, situated in the Borough of Umhlanga and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand six hundred and twenty-six (1 626) square metres, postal address 95 Ridge Road, La Lucia.

*Improvements:* A brick under tile house with hot and cold water and fully fenced with electronic gates consisting of lounge, dining-room, kitchen, laundry, four bedrooms (one with en-suite), toilet with bathroom, toilet with basin, outhouse used as office, swimming-pool, maid's quarters and car shelter. (Nothing is guaranteed in these respects.)

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Supreme Court 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 and to be furnished to the acting sheriff of the Supreme Court, Inanda, within fourteen (14) days after the date of the sale.

3. The purchaser shall be liable for the payment of interest to the Plaintiff and to the bondholder (if any) from the date of sale to date of registration of transfer, as set out in the conditions of sale.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, taxes and other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Acting Sheriff of the Supreme Court, Inanda.

Myron Panovka, Plaintiff's Attorney, Suite 1102, Salmon Grove Chambers, 407 Smith Street, Durban.

Case 11781/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), Execution Creditor, and **Peter Makhaza**, First Execution Debtor, and **Fikile Makhaza**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Durban and writ of execution dated at 11 May 1993, the property listed hereunder will be sold in execution on 19 August 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

All the Execution Debtor's right, title and interest in and to the leasehold over Lot 2536, Lamontville, situate in the City of Durban, Administrative District of Natal, in extent four hundred and thirteen (413) square metres, postal address Lot 2536, Lamontville Township, Durban, town-planning zoning residential.

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

Single storey concrete block and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, w.c. and paving slabs.

Vacant possession is not guaranteed.

*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 Durban South. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 13th day of July 1993.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/080.)

Case 1443/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Natal Building Society Ltd**, Execution Creditor, and **Jabulani Jarvis Joyisa**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate Durban, and writ of execution dated 23 June 1993 the immovable property listed hereunder will be sold in execution on 18 August 1993 at 10:00, in front of the South Entrance of the Magistrate's Court, Umlazi (near the National and KwaZulu Flagpoles) to the highest bidder:

*Description:* Ownership Unit BB932, situate in the Township of Umlazi, District of Umlazi; in extent one thousand and thirty-nine (1 039) square metres. The immovable property is situate at Unit BB932, Umlazi. Zoning special residential.

*Improvements:* A block and tile dwelling comprising two bedrooms, lounge, kitchen, bathroom and toilet. NB! Nothing is guaranteed: Municipal electricity and water supply: Local authority.

*Possession:* Vacant possession is not guaranteed. Premises are occupied at present.

*Material conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full condition of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Umlazi/Umbumbulu. (Tel. 906-1713.) [Ref. Mr Parker/BB932 (6742).]

Dated at Durban, this 9th day of July 1993.

P. E. Price, for Chapman Dyer Miles & Moorhead Inc., Attorneys for Execution Creditor, Fourth Floor, NBS Building, 300 Smith Street, Durban. (Tel. 304-2511.) (Ref. PEP BAB 10 N39/92. PEP398.FCL.)

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ahmed Fareed**, First Defendant, and **Fareeda Bee Fareed**, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 10 September 1990, a sale in execution will be held on 17 August 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban North, to the highest bidder:

Subdivision 8 of Lot 250 of the farm Klein Zeekoe Vallei 803, situate in the City of Durban, Administrative District of Natal, in extent nine hundred and fifty-three (953) square metres, situated at 236 Spencer Road, Clare Estate, Durban.

*Improvements* (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling with lights and water comprising of three flats.

*Flat 1:*

*Upstairs:* Large room, balcony with balastrades and veranda with walls.

*Downstairs:* Lounge cum dining-room, cum kitchen, scullery, court-yard, toilet and shower, two bedrooms, bathroom and toilet.

*Basement:* Double lock-up garage in basement with common entrance for flat 1 and 2.

*Flat 2:*

*Upstairs:* Lounge cum dining-room, kitchen with BIC, bathroom with toilet, separate toilet, two bedrooms, balcony with balastrades, double garage in basement.

*Flat 3:*

*Ground Floor:* Kitchen, bathroom, toilet, two bedrooms and lounge cum dining-room.

Property has brick walls on both sides and rear end.

The sale shall be subject to the following 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 (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 12th day of July 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N074.846/90.)

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Darbinthranath Maharaj**, First Defendant, and **Nandaver Nirmalla Maharaj**, Second Defendant

In pursuance of a judgment granted in the Court of the Magistrate at Newcastle, dated 9 March 1993, the following immovable property will be sold in execution on 18 August 1993 at 10:00, at front entrance of Magistrate's Court, Newcastle, to the highest bidder:

Subdivision 4 (of 1) of Lot 1064, Newcastle, situate in the Borough of Newcastle, Administrative District of Natal, measuring seven hundred and eighty-nine (789) square metres. Street address 4B Auriga Street, Lennoxton, Newcastle, 2940.

*Improvements:* Single storey brick house under tiled roof, consisting of three bedrooms, bathroom, kitchen, dining-room and lounge.

None of the above improvements nor vacant possession is guaranteed.

*Material conditons 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, Newcastle, 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 Newcastle, 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 Newcastle this 9th day of July 1993.

S. W. Saville, for Stuart Saville & Company Inc., Plaintiff's Attorneys, 48 Paterson Street, P.O. Box 2960, Newcastle, 2940. (Tel. 5-3021.)

Saak 2214/93

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

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Sdumo Reply Gumedé**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 22 Junie 1993, sal die ondervermelde eiendom op 18 Augustus 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit No. D7200, 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, 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 1ste dag van Julie 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 2212/93

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

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Sipho Zacharia Kunene**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 22 Junie 1993, sal die ondervermelde eiendom op 18 Augustus 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere No. B2404, 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, 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 1ste dag van Julie 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 963/89

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **Harilal Dukwah**, First Defendant, and **Dewrani Harilal**, Second Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 25 May 1989, the undermentioned immovable properties will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 13 August 1993 at 09:30, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable properties are:

Remainder of Lot 312, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 077 (one thousand and seventy-seven) square metres; and

Subdivision 68 of the farm Newholme 14357, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 334 (three hundred and thirty-four) square metres.

*Postal addresses:* 21 Stella Road, Newholme, Pietermaritzburg, Natal; and

31 Kitty Boyd Road, Raisethorpe, Pietermaritzburg, Natal.

*Improvements:*

Three storey dwelling, three floors.

*Ground floor:* Supermarket and two cold rooms.

*First floor:* Billiard room.

*Second floor:* Garage and double-storey dwelling, seven bedrooms, two bathrooms, three showers, four toilets, lounge, dining-room, family room, two garages, large store-room and a two-bedroomed cottage.

*Zoning:* Business and residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide inter alia, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 20,25 (twenty comma two five per cent) per annum from 1 April 1989, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the properties into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within 14 (fourteen) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this the 2nd day of July 1993.

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/LJ/87/E0076/90.)

Case 911/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **ABSA Bank**, trading as Trust Bank, Plaintiff, and **P. A. E. Sassenberg**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone on 7 April 1993 and the warrant of execution issued pursuant thereto, the immovable property described as:

Lot 1655, Margate Extension 3, situated in the Borough of Margate, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 097 (one thousand and ninety-seven) square metres.

Will be sold in execution on Friday, 3 September 1993 at 11:00, 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:

(a) The purchase price shall be paid as to 10% (ten per cent) 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, transfer duty of Value-Added Tax, where applicable, 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 and and to the property shall pass to the purchaser on the date of sale.

The property is unimproved, 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. C. E. Breytenbach/T136.)

Saak 2210/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser en **Themba Loenard Shabalala**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 22 Junie 1993 sal die ondervermelde eiendom om 10:00 op 18 Augustus 1993 in die voorkamer van die Landdroshof, Newcastle geregteelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 21 Unit D, Osizweni.

Die eieendom 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 2de dag van Julie 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 7361/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **N. D. Johnston**, Defendant

In pursuance of a judgment granted 24 December 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 13 August 1993, at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

*Description:* The remainder of Subdivision 1 of Lot 1141 Kloof, in extent 4 501 square metres, and Subdivision 1 of Lot 123, Glenholme (Extension 1) in extent 149 square metres, both situated in the Borough of Kloof and in the Pinetown Regional Water Services Area, Administrative District of Natal, both held by Deed of Transfer T32827/88 (please note that a special condition applies to the above-mentioned properties, which prohibits them from being mortgaged, sold, alienated, leased, dealt with or disposed of in any manner separately from the other.

*Physical address:* 18 Alexander Street, Kloof.

*Improvements:* Single storey, brick under slate dwelling, four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, three garages, two carports, swimming-pool and servants' quarters. Thatched rondawel comprising of bedroom and bathroom cottage comprising of two bedrooms, lounge, dining-room, kitchen and one and a half bathroom.

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 office of Dickinson & Theunissen.

Dated at Pinetown on this the 13th day of July 1993.

V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 5432/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between **NBS Bank Ltd**, Plaintiff, and **Edna N Nzimande**, in her capacity as representative of the estate of the late Ronald Thulani Buthelezi, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 21 December 1992 the undermentioned property will be sold in execution on 18 August 1993 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain House E63, Osizweni Township.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

*The conditions are mainly the following:*

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 15th day of July 1993.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Saak 5432/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE

In die saak tussen **NBS Bank Ltd**, Eksekusieskuldeiser, en **Edna N Nzimande**, in haar hoedanigheid as verteenwoordiger van die boedel wyle Ronald Thulani Buthelezi, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde agbare hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 21 Desember 1992 word die ondervermelde eiendom op 18 Augustus 1993 om 10:00, voor die Landdroshof, Newcastle, gereg-telik verkoop, naamlik:

Sekere Huis E63, Osizweni-dorpsgebied.

Die eiendom is verbeter, 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 hierdie 15de dag van Julie 1993.

Hopkins & Southey, Prokureurs vir Eiser, 12 Bo Grond Vloer, S.A. Perm Arcade, Scottstraat 58, Newcastle.

Case 10896/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Thembinkosi Nhlansi Mtshali**, Defendant

In pursuance of judgment granted on 26 February 1992, 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 13 August 1993 at 10:00, at the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit 317, Unit F, in extent 224 square metres, situated in the Township of kwaMashu, represented and described on a General Plan PB 47/1987, held by Virtue of Deed of Grant G005578/90.

*Physical address:* Ownership Unit F317, kwaMashu Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey brick and asbestos dwelling (48 square metres) comprising a kitchen, lounge, two bedrooms, bathroom and w.c. Municipal water supply and sanitation: Local authority.

*Improvements:* Outbuilding (4 square metres).

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 19,75% (nineteen comma seven five 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, Verulam.

Dated at Verulam this 13th day of July 1993.

Strauss Daly, c/o I. C. Meer, Motala & Company, Plaintiff's Attorneys, Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340. (Ref. Mr Motala/pr.)

Case 34/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **J. M. Ngwenya**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 19 May 1993 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 17 August 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site B2295, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G02934/88.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

*Improvements:* Concrete block under corrugated iron dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c., no outbuildings.

*Extent:* 300 square metres.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 17 August 1993 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and in accordingly reserved for ownership of the Black group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 13th day of July 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF426.)

Case 18433/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Ltd**, formerly trading as Nedperm Bank Ltd, Plaintiff, and **Munsamy**, Defendant

In pursuance of a judgment of the above Honourable Court dated 5 June 1990, a sale in execution will be held on 12 August 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban South to the highest bidder:

Lot 1037, Merewent, situated in the City of Durban, Administrative District of Natal, in extent two hundred and thirty-two (232) square metres, situated at 51 Sambalpur Road, Merebank.

*Improvements* (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling comprising of bedroom, lounge, dining-room, kitchen, toilet and bathroom. The outbuilding consists of a brick under asbestos roof building with two rooms and kitchen.

*The sale shall be subject to the following 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 (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St Georges Street, Durban and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 1st day of July 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/661/90.)

Case 1435/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Mr Themba Andrew Mathe**, Defendant

In pursuance of a judgment granted on 9 October 1990, 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 13 August 1993 at 10:00, at the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

*Description:* Certain piece of land, being Ownership Unit 141, Unit E, in extent 442 (four hundred and forty-two) square metres, situated in the Township of Ntuzuma, represented and described on a General Plan PB125/1980, held by virtue of Deed of Grant G3619/87, Ownership Unit E 141, Ntuzuma 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 kitchen, dining-room, 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 17,5% (seventeen comma five 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, Verulam.

Dated at Verulam this 23rd day of June 1993.

Strauss Daly, Plaintiff's Attorneys, c/o I. C. Meer, Motala & Co., Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340. (Ref. Mr Motala/pr.)

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Sibindi Ephraim Zwezwe**, Defendant

In pursuance of a judgment granted on 15 January 1991, 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 13 August 1993 at 10:00, at the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

*Description:* Certain piece of land, being Ownership Unit 1884, Unit K, in extent 314 (three hundred and fourteen) square metres, situated in the Township of Kwa Mashu, represented and described on a General Plan PB57/1979, held by virtue of Deed of Grant G2227/1985, Ownership Unit K 1884, Kwa Mashu 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:*

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 23% (twenty-three 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, Verulam.

Dated at Verulam this 23rd day of June 1993.

Strauss Daly, Plaintiff's Attorneys, c/o I. C. Meer, Motala & Co., Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340. (Ref. Mr Motala/pr.)

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Noma Gumede**, Defendant

In pursuance of a judgment granted on 7 December 1992, 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 13 August 1993 at 10:00, at the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

*Description:* Certain piece of land, being Ownership Unit 579, in extent 320 (three hundred and twenty) square metres, situated in the Township of Ohlange, held by virtue of Deed of Grant 00012579, Ownership Unit 579, Ohlange, Inanda.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single-storey block and asbestos dwelling comprising of kitchen, lounge and two bedrooms. Municipal electricity and water supply, local authority, sanitation-pitlatrine.

*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 18,5% (eighteen comma five 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, Verulam.

Dated at Verulam this 23rd day of June 1993.

Straus Daly, Plaintiff's Attorneys, c/o I. C. Meer, Motala & Co., Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340. (Ref. Mr Motala/pr.)

Case 10643/91

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Campbell Philanjalo Mduzuzi Ziqubu**, Defendant

In pursuance of judgment granted on 12 October 1992, 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 13 August 1993 at 10:00, at the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit 252 Urban, in extent 568 square metres, situated in the Township of Ohlange, held by virtue of Deed of Grant 00010629.

*Physical address:* Ownership Unit 252 Urban, Ohlange Township.

The property has been improved by the erection of a dwelling house thereon, consisting of a single storey block and asbestos dwelling (Shell). Municipal water supply. Local authority. Sanitation-Pitlatrine.

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 18,5% (eighteen comma five per cent) 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, Verulam.

Dated at Verulam this 23rd day of June 1993.

Strauss Daly, c/o I. C. Meer, Motala & Co., Plaintiff's Attorneys, Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340.  
(Ref. Mr Motala/pr.)

Case 9677/89

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Vusumuzi Philemon Mbambo**, Defendant

In pursuance of judgment granted 29 January 1990, 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 13 August 1993 at 10:00, at the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit 721, Unit G, in extent 88 square metres, situated in the Township of kwaMashu, represented and described on a General Plan PB270/86, held by virtue of Deed of Grant G11473/87.

*Physical address:* Ownership Unit G721, kwaMashu Township.

The property has been improved by the erection of a dwelling, a trading site.

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 18% (eighteen per cent) 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, Verulam.

Dated at Verulam this 23rd day of June 1993.

Strauss Daly, c/o I. C. Meer, Motala & Co., Plaintiff's Attorneys, Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340.  
(Ref. Mr Motala/pr.)

Case 1397/93

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

In the matter between **Standard Bank of S.A. Ltd**, Execution Creditor, and **Casper Hendrik van Aardt**, Execution Debtor

In pursuance of a judgment of the above court dated 3 May 1993, and a warrant of execution, Subdivision 2 of the farm Schuwer Rand 8596, situated in the Administrative District of Natal, will be sold in execution on 18 August 1993 at 09:00, in front of the Magistrate's Court, Newcastle, to the highest bidder:

The purchase price shall be paid as to 20% thereof in cash on the date of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Court, Newcastle, within three (3) weeks from date of sale, a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Newcastle.

Dated at Newcastle this the 12th day of July 1993.

R. Holborn, for Du Toit-Holborn-Boshoff, Attorney for Plaintiff, 46 Voortrekker Street, P.O. Box 36, Newcastle, 2940. (Fax. 03431 26226.) (Tel. 03431 27284.)

Saak 1397/93

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

In die saak tussen **Standard Bank van S.A. Bpk.**, Eksekusiekrediteur, en **Casper Hendrik van Aardt**, Eksekusieskuldenaar

Ingevolge uitspraak in die landdroshof gedateer 3 Mei 1993, en 'n lasbrief vir eksekusie sal Ondergedeelte 2 van die plaas Schuwer Rand 8596, geleë in die Administratiewe Distrik van Natal verkoop word op 11 Augustus 1993 om 09:00 voor die Landdroskantoor, Newcastle.

In terme van die verkoopvoorwaardes is 20% (twintig persent) van die koopprys in kontant betaalbaar op die dag van die veiling en die balans daarvan op registrasie van oordrag, ondertussen gewaarborg deur die liassering by die Balju van bogenoemde Hof, Newcastle, binne drie (3) weke vanaf die veilingsdatum, van 'n bank of bougenootskap se waarborg.

Die volle verkoopvoorwaardes kan by die kantoor van die Balju van bogenoemde Hof, te Newcastle, besigtig word.

Gedateer te Newcastle hierdie 12de dag van Julie 1993.

R. Holborn, vir Du Toit-Holborn-Boshoff, Prokureur vir Eiser, Voortrekkerstraat 46, Posbus 36, Newcastle, 2940. (Fax. 03431 26226.) (Tel. 03431 27284.)

Case 8809/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **NBS Bank Ltd**, Plaintiff, and **Hysen Investments (Pty) Ltd**, Defendant

1. In pursuance of a judgment obtained in the above Court on 25 May 1993 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 13 August 1993 at 10:00, on the steps of the Supreme Court, 15 Milne Street, Durban:

2. The title deed description is Remainder of Lot 357, Durban North, situated in the City of Durban, Administrative District of Natal, in extent four thousand four hundred and ninety-four (4 494) square metres.

3. *Improvements*: Vacant land.

*Postal address*: 156 Kenville Road, Kenville, Durban.

Nothing is guaranteed in the above respects.

3.1 The above sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

3.3 The area in which the property is situated is zoned Special Residential.

4. *Terms*:

4.1 10% (ten per cent) of purchase price to be paid in cash immediately after the sale.

4.2 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 sale.

4.3 The purchaser shall be liable for the payment of interest to the Execution Creditor at the rate of 19% (nineteen per cent) per annum from date of sale to date of registration of transfer, as set out in the conditions of sale.

4.4 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 and other charges necessary to effect transfer on request by the said attorneys.

4.5 The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, 15 Milne Street, Durban.

Dated at Durban this 15th day of July 1993.

Jackson & Ameen, Attorneys for Execution Creditor, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Collections/SN/01N225002.)

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

In the matter between the **Town Treasurer for the Borough of Pinetown**, Execution Creditor, and **M. I. Asmal**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 11 January 1993 and a warrant of execution issued on 21 January 1993 the following immovable property will be sold in execution on 27 August 1993 at 10:00, in front of the Magistrates' Courts Building, Chancery Lane, Pinetown, to the highest bidder:

*Description:* Subdivision 2 of Lot 6478, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 4 524 square metres.

*Postal address:* Recreation Road, Mariannhill.

*Improvements:* Block and asbestos house consisting of six rooms, two toilets and bathroom, and brick under tile building consisting of two rooms.

*Town planning zoning:* Residential.

*Special privileges:* None known.

Nothing is guaranteed in the above respect.

*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 (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 14th day of July 1993.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

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

In the matter between the **Town Treasurer for the Borough of Pinetown**, Execution Creditor, and **H. P. Leppan**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 27 April 1993 and a warrant of execution issued on 6 May 1993, the following immovable property will be sold in execution on 20 August 1993 at 10:00 in front of the Magistrate's Court's Building, Chancery Lane, Pinetown, to the highest bidder:

*Description:* Remainder of Lot 3010, Pinetown, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 757 square metres.

*Post address:* 12 Marchmont Crescent, Pinetown.

*Improvements:* Brick under tile dwelling consisting of three bedrooms, lounge, dining-room, bathroom, kitchen, pantry, laundry, servants' quarters and toilet, single garage, store-room and swimming-pool.

*Town planning zoning:* Residential.

*Special privileges:* None known.

Nothing is guaranteed in the above respect.

*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 (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 14th day of July 1993.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

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

In the matter between **Raul dos Santos Quintas**, First Execution Creditor, and **Marie Blanche Quintas**, Second Execution Creditor, and **Costa-Lot CC**, First Execution Debtor, and **Gillian Dale Findlay**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 28 April 1993 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 20 August 1993 at 10:00, in front of the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

*Property description:* Lot 1414, Umhlanga Rocks (Extension 12), situated in the Borough of Umhlanga and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand two hundred and fifty (1 250) square metres.

*Postal address:* 39 Milkwood Drive, Herrwood Park, Umhlanga Rocks.

*Improvements:* Brick under tile double-storey dwelling comprising: *Upstairs:* Three bedrooms (one with en suite and toilet). *Downstairs:* Lounge, dining-room, kitchen, pantry, TV-room, guest-room, bar, study, servants' quarters, three single door garages and swimming-pool (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Zoning* (the accuracy hereof is not guaranteed): Special Residential.

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 10% (ten per cent) of the purchase price of R500 whichever is the greater, 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 the payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. 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 and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam.

Dated at Durban this 8th day of July 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/ Sale/ KCH396.)

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

In the matter between **Dri-Denn Vibrating Equipment CC**, Plaintiff, and **Allan Corlett**, Defendant

In pursuance of a judgment granted on 13 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, 10 August 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

*Description:* A vacant piece of land being:

Lot 71, Kenhill, situated in the City of Durban, Administrative District of Natal, in extent 1 215 (one thousand two hundred and fifteen) square metres.

*Physical address:* 7 Fushia Grove, Durban North, Glenhill.

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 ten per centum (10%) of the purchase price in cash together with the auctioneer's commission immediately after the sale is concluded, 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 twenty-one (21) 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 and 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 for the Magistrate's Court, Durban North.

Roger Knowles, Essack & Compnay, Attorneys for the Plaintiff, 176 Windermere Road, Greyville, Durban. (Ref. Y. M. Essack/hm/D035/006.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Gideon Andries Koekemoer**, Defendant

The following property shall be sold by the Sheriff for the Supreme Court, Pinetown, on 20 August 1993 at 10:00, at the front entrance to the Magistrate's Court, Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve:

Subdivision 2 of Lot 2546, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 1 638 square metres, held by Defendant under Deed of Grant 4493/89, and having street address at 4 Haven Lane, Flamboyant Park, Queensburgh.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 the property is zoned Special Residential;

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots).

2.2.1 brick under tile dwelling comprising lounge/dining-room, three bedrooms, kitchen, bathroom/shower and a separate toilet.

2.2.2 outbuilding comprising single garage and small store-room;

2.2.3 flatlet comprising lounge, bedroom and w.c.;

2.2.4 swimming-pool.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R20 000 of the price and 3% (three per cent) on the balance, with a maximum of R6 000 in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 16th day of July 1993.

J. M. Koch, Plaintiff's Attorney, John Koch & Company, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK.CSH.F986.D12.)

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

In the matter between **Jan Jacobus van Wyk**, Plaintiff, and **Rodney Thompson Ruddy**, Defendant

By virtue of a judgment of the above Honourable Court dated 31 March 1993, and a warrant of execution issued thereunder, the property which is described hereunder, will be sold in execution on 24 August 1993 at 14:00, at the Durban Magistrate's Court, Somtseu Road, Durban, voetstoots, to the highest bidder:

*Property description:* Lot 3054, Durban North, situated in the City of Durban, Administrative District of Natal, in extent 1 107 square metres (one thousand one hundred and seven square metres), held under Deed of Transfer T14388/85.

*Physical address of property:*

14 Inverness Crescent, Durban North.

*Zoning of property:* Special residential.

*Improvements to property* (but nothing is guaranteed in respect hereof): Brick and tile dwelling consisting of a double lock-up garage and carport, kitchen and scullery, lounge and dining-room, television lounge, bathroom and shower, wash basin, toilet, four bedrooms, main bedroom with bath and toilet and wash basin, bar lounge, swimming-pool;

*Granny flat:* Bedroom, bathroom/toilet/wash basin, lounge and kitchen and cabana.

*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 together with the auctioneer's commission plus Value-Added Tax, in cash immediately after the sale. The balance of the purchase price together with interest as set out in the conditions of the sale shall be payable against transfer to be secured, in the interim, 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.

3. Payment of Value-Added Tax may be applicable in terms of Act No. 89 of 1991, which shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor from date of sale to date of registration of transfer as set out in the conditions of sale.

5. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes levies and other charges necessary to effect transfer upon request by the said attorneys.

6. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, at 15 Milne Street, Durban, and at the offices of the Execution Creditor's attorney.

Dated at Durban on this 15th day of July 1993.

Woodhead, Bigby and Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. 29/V614/A2.)

Case 19787/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Michael Happy Mavuso**, Defendant

In pursuance of a judgment granted on 1 June 1993 in the Court of the Magistrate, Durban, and under writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday, 20 August 1993 at 10:00, in front of the Magistrate's Court, Umlazi (at the National and Kwa Zulu Flagpost):

*Description:* Ownership Unit F1121, Umlazi, situated in the Township of Umlazi, in extent five hundred and seventy-six (576) square metres, held by Deed of Grant G449/91.

*Postal address:* F1121 Umlazi Township.

*The property consists of:* A plastered brick, dwelling-house with asbestos roof, two bedrooms, bathroom, kitchen, 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 19,5% (nineteen comma 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 offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban during 1993.

Meumann & White, Plaintiff's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. H. Meumann/m/012281.)

Case 2409/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

In the matter between **Standard Bank of South Africa Ltd** (Stannic Division), Plaintiff, and **Rooplall Sookoo**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a warrant of execution dated 29 September 1992, the undermentioned property will be sold in execution on 1 September 1993 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Remander of Lot 087, Newcastle.

The property is improved but nothing is guaranteed. The conditions of the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash, but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys.

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

Dated at Newcastle.

V. R. H. Southey, for Hopkins & Southey, Office 12, Upper Ground Floor, SA Perm Arcade, 58 Scott Street; P.O. Box 3108, Newcastle, 2940.

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Hilda van den Bergh**, First Defendant, and **Heflin van den Bergh**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Port Shepstone, on Friday, 13 August 1993 at 11:00.

*Description:* Lot 1091, Shelly Beach Extension 2, situated in the Shelly Beach Town Board Area in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent one thousand seven hundred and eighty-nine (1 789) square metres, held under Deed of Transfer T9802/1986.

*Physical address:* Lot 1091, Harrison Drive, Shelly Beach, South Coast, Natal.

*Zoning:* Special Residential.

The property consists of the following:

5 Unit under brick and tile:

*Unit 1:* Main en suite, two bedrooms, lounge, kitchen, dining-room, bathroom and toilet.

*Unit 2:* Two bedrooms, lounge, kitchen, dining-room, bathroom and toilet.

*Unit 3:* Three bedrooms, lounge, kitchen dining-room, bathroom and toilet.

*Unit 4:* Two bedrooms, lounge, kitchen, dining-room, bathroom and toilet.

*Unit 5:* Two bedrooms, lounge, kitchen, dining-room, bathroom and toilet with verandah.

The outbuildings comprise four carports under a concrete slab with steel gates and brick carports under a concrete slab with steel gates and brick paving.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme 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 Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 14th day of July 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/I.903/slm.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **The Body Corporate of Parkgate**, Judgement Creditor, and **C. Orffer**, Judgment Debtor

In pursuance of a judgment granted on 19 March 1993, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 14 September 1993 at 14:00, at Magistrate's Court, Somsue Road, Durban, to the highest bidder:

*Description:* Section 41, as shown and more fully described on Sectional Plan 17/79, in the scheme known as Parkgate, situated at Durban, in the local authority area of Durban of which section the floor area, according to the said sectional plan is in extent seventy-two (72) square metres.

*Postal address:* 91 Parkgate, 108 St Andrews Street, Durban.

*Improvements:* Sectional Unit.

Held by the Defendant in his name under Deed of Transfer ST17/79(41) (Unit);

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 confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes 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 Magistrate's Court, 15 Milne Street, Durban.

Dated at Durban this 19th day of July 1993.

D. K. Merret, for D. K. Merret Associates, Plaintiff's Attorneys, 152 Essenwood Road, Durban, 4001; P.O. Box 50232, Musgrave, 4062. [Tel. (031) 22-1484.]

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Ntombela Raphayeli Mnkankwa**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 7 July 1993, the following immovable property will be sold in execution on Monday, 6 September 1993 at 10:00, at the Magistrate's Court, Albert Street, Estcourt, Natal, to the highest bidder:

Ownership Unit B278, situated in the Township of Wembezi, District of Okhahlamba, Estcourt, in extent three hundred and seventy-five (375) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot B278, Wembezi, Estcourt, Natal, which property consists of land improved by a single-storey dwelling-house under brick and IBR-roofing comprising two bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

*Material condition 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, 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 Court, 142 Connor Street, Estcourt, Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 22nd day of July 1993.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre lane, Pietermaritzburg, 3201.

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

In the matter between **United Bank Ltd** (Reg. No. 86/04794/06), Execution Creditor, and **Mrs Brenda Allison Viljoen**, and **Abram Stephanus Viljoen**, Execution Debtors

In pursuance of a judgment granted on 23 July 1992, 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 Thursday, 19 August 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

*Description:* A certain piece of land being Subdivision 297 (a division of 9) of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 671 (six hundred and seventy-one) square metres.

*Postal address:* 27 Rollenston Place, Woodlands, Durban.

*Improvements:* Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, laundry, garage and toilet.

*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 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, Somtseu Road, Durban, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/097/001420/Mrs Chelin.)

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

In the matter between **ABSA Bank Ltd**, Execution Creditor, and **Konstantinos Thanatopoulos**, Execution Debtor

In pursuance of a judgment granted on 11 May 1993, in the Durban, Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 24 August 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 79, as shown and more fully described on Sectional Plan SS204/88, in the scheme known as Frenoleen, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan, is 73 (seventy-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;

*Postal address:* 127 Frenoleen corner of Point and Smith Streets, Durban, 4001.

*Improvements:* Sectional title flat consisting of bedroom, entrance-hall, lounge, bathroom, kitchen and separate toilet.

*Town planning-zoning:* General business 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 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.

Dated at Durban at this the 13th day of July 1993.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. Docex 71. [Tel. (031) 304-7614-5.] (Ref. CMK/016/012482/Mrs Chetty.)

**Case 1427/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Ltd** formerly known as Natal Building Society Ltd, Plaintiff, and **Makhishini James Beli**, Defendant

In pursuance of a judgment granted on 23 February 1993, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Thursday, 19 August 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road, Durban:

*Description:* Lot 2504, Lamontville, situated in the City of Durban, Administrative District of Natal, in extent 392 (three hundred and ninety-two) square metres.

*Postal address:* Unit 2504, Lamontville Township, P O Lamontville.

*Improvements:* Single storey house with two bedrooms, toilet, bathroom, lounge tiled, dining-room tiled and kitchen tiled.

*Nothing in respect of the sale notice is guaranteed:* Vacant possession in not guaranteed.

*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 Sheriff, Durban South, 40 St George's Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this the 14th day of July 1993.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

**Case 892/93**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Dr N. M. Thompson**, Plaintiff, and **M. Naidoo**, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 30 March 1993, and a warrant of execution, the undermentioned property will be sold in execution on 1 September 1993 at 10:00, in front of the Magistrate's Court, Colenso:

Lot 5, Colenso, situated in the Borough of Colenso, Administrative District of Natal, in extent five thousand and fifty-nine (5 059) square metres, held by Deed of Transfer T13157/91.

*Material conditions:*

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.

2. The purchaser shall pay 10% (ten per cent) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, Estcourt.

Dated at Ladysmith on this the 5th day of July 1993.

Christopher Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street; P.O. Box 126, Ladysmith. (Ref. Mr I. W. Gracie/rl/04T006/014.)

## ORANGE FREE STATE ORANJE-VRYSTAAT

Case 3863/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Jaques Maré**, First Defendant, and **Cheryl Lynn Maré**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 24 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 20 August 1993 at 11:00, at the Tulbach Street Entrance, Magistrate's Court, Welkom, namely certain:

Certain Erf 10, situated in the Township of Flamingo Park, District Welkom, measuring 1 619 (one thousand six hundred and nineteen) square metres, held by the Defendants by Virtue of Deed of Transfer T2190/91, known as 6 Brebner Street, Flamingo Park, Welkom.

*Improvements:* Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom with w.c., bathroom with w.c. and shower, garage and w.c.

*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 respect 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 this 15th day of July 1993.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN56.)

Saak 3649/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Perm**, 'n divisie van Nedcor Bank Bpk., Eiser, en **Mnr N. M. Xhagalegusha**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Sasolburg, gedateer 3 November 1992 en 'n lasbrief vir eksekusie gedateer 18 Mei 1993, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 27 Augustus 1993 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 4503, geleë in die dorpsgebied Zamdela, distrik Parys, groot 293 (tweehonderd drie-en-negentig) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Groepsgebiedewet en 10% (tien persent) van die koopprijs is betaalbaar by sluiting van die koopvooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 (veertien) dae vanaf datum van die verkoping.

Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie.

Die eiendom staan bekend as Zamdela 4503.

Bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trust Banksentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 6de dag van Julie 1993.

R. A. P. Pretorius, vir Molenaar & Griffiths Ing., Trustbanksentrum, Posbus 18, Sasolburg.

Case 5932/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Maqeba Esala Moloja** (Id. No. 4503315354083), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale with/without reserve price is to take place at the Tulbach Entrance of the Magistrate's Court, Welkom, on Friday, 13 August 1993 at 11:00, 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, 100 Constantia Street, Welkom, prior to the sale:

Site 19161, situated in the town Thabong, District Welkom, measuring 384 (three hundred and eighty-four) square metres as indicated on General Plan L88/88, held by Certificate of Registered Grant of Leasehold TL5694/91, subject to the conditions as set out in the above-mentioned certificate and a restriction on disposal.

Consisting of lounge, kitchen, bathroom/toilet, tiled roof, dining-room, two bedrooms, wire fence and carpety/vinyl.

*Terms:* 10% (ten per cent) 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 (six thousand rand) 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, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. NS8045.)

Saak 810/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Perm**, 'n divisie van Nedcor Bank Bpk., Eiser, en **Mnr J. S. Mofokeng**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Sasolburg, gedateer 18 Maart 1993, en 'n lasbrief vir eksekusie gedateer 18 Mei 1993, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 27 Augustus 1993 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 4473, geleë in die dorpsgebied Zamdela, distrik Parys, groot 293 (tweehonderd drie-en-negentig) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Groepsgebiedewet en 10% (tien persent) van die koopprys is betaalbaar by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 (veertien) dae vanaf datum van die verkoping.

Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie.

Die eiendom staan bekend as Zamdela 4473.

Bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trust Banksentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 6de dag van Julie 1993.

R. A. P. Pretorius, vir Molenaar & Griffiths Ing., Trustbanksentrum, Posbus 18, Sasolburg.

Saak 3792/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Bankorp Bpk.**, Eiser, en **L. K. Ferreira**, Eerste Verweerder, en **H. A. Ferreira**, Tweede Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 15 Maart 1993 sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 20 Augustus 1993 om 11:00, voor die Landdroskantore, Welkom:

Erf 1043, geleë in die dorpsgebied Riebeeckstad, en distrik Welkom. *Groot:* 1 377 (eenduisend driehonderd sewe-en-sewentig) vierkante meter, gehou kragtens Transportakte No. T5572/88.

*Verbeterings:* Woonhuis.

Die eiendom is gesoneer vir woondoeleindes.

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder sonder reserwe, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1933, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 20,5% (twintig komma vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteater te Welkom op hede die 13de dag van Julie 1993.

F. J. Smit, vir Wessels & Smith, Prokureurs vir Eiser, Wessels & Smith-gebou, Eerste Verdieping, Heerenstraat, Welkom.

Saak 720/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **Abraham Lekhotla Molipa**, Eerste Eksekusieskuldenaar, en **Alinah Mapaseka Molipa**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 28 Junie 1993 sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 3 September 1993 om 11:00 voor die Landdroshof, Welkom:

Erf 7673, geleë in die stad Welkom, distrik Welkom. *Groot:* 833 vierkante meter, gehou kragtens Transportakte No. T10586/91, geregistreer op 26 Augustus 1991.

*Verbeterings:* 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer, eetkamer, badkamer en motorhuis.

Die eiendom is gesoneer vir woondoeleindes.

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18,75% per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom hierdie 14de dag van Julie 1993.

F. J. Kapp, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Wessels & Smith-gebou, Heerenstraat, Welkom. (Verw. mnr. Kapp/ddj.)

Saak 6685/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **Gauta Abraham Maduna**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 11 Junie 1993 sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 3 September 1993 om 11:00, voor die Landdroshof, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Erf 4249, Thabong, distrik Welkom. *Groot:* 250 vierkante meter, gehou kragtens Sertifikaat van Geregistreeerde Toekenning van Huurpag No. TL18/1990, geregistreer op 3 Januarie 1990.

*Verbeterings:* 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sit-/eetkamer en badkamer.

Die eiendom is gesoneer vir woondoeleindes.

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18% (agtien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom hierdie 13de dag van Julie 1993.

F. J. Kapp, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Wessels & Smith-gebou, Heerenstraat, Welkom. (Verw. mnr. Kapp/ddj.)

Saak 8223/93

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

In die saak tussen **United Bank**, Eiser, en **Petrus Olivier**, Eerste Verweerder, en **Mary Olivier**, 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 om 10:00 op 13 Augustus 1993 van die ondervermelde residensiele 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 Erf 4332, geleë in die dorp Heidedal-uitbreiding 10, distrik Bloemfontein, ook bekend as Geelvislaan 167, Bloemside, Heidedal, Bloemfontein. *Groot*: 288 (tweehonderd agt-en-tagtig) vierkante meter, onderworpe aan sekere serwiture en voorwaardes, en gehou kragtens Akte van Transport No. T18675/92, geregistreer op 15 Oktober 1992.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met sitkamer, eetkamer, kombuis, rye slaapkamers, badkamer/toilet en enkelmotorhuis.

*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.

L. D. Y. Booyesen, vir Claude Reid, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat; Posbus 277, Bloemfontein. [Tel. (051) 47-9881.]

Case 977/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Grahamstown Building Society**, Plaintiff, and **Petrus Johannes Herculaas Albertse**, Identity Number 2903215044002, 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, 13 August 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 East, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 2171, situated in the City and District of Bloemfontein, measuring 1 192 (one thousand one hundred and ninety-two) square metres, held by the mortgagor by Deed of Transfer No. T6227/90, subject to the conditions referred to therein, and consisting of:

Lounge, kitchen, three bedrooms, bathroom/toilet, scullery, garage, servant's room and toilet, wire fencing and zink roof, and being 2 Piet Retief Street, Hilton, Bloemfontein.

*Terms*: 10% (ten per cent) 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 dat of the sale.

D. A. Honiball (ND2170), for Israel & Sackstein, Attorneys for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

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

In die saak tussen **Allied Bouvereniging Bpk.**, Eiser, en **Z. M. de Jager**, Verweerder

Geliewe kennis te neem dat die Balju, Frankfort, op sterkte van 'n vonnis en lasbrief vir eksekusie gedateer 1 Oktober 1991 beslag gelê het op die hiernavermelde vaste eiendom, welke eiendom per geregtelike verkoping verkoop sal word op Woensdag, 18 Augustus 1993 om 12:00 te Tweede Straat 4, Tweeling:

Erf 475, geleë in die dorp Tweeling, distrik Frankfort. *Groot*: 1 487 vierkante meter.

*Onderworpe aan die volgende voorwaardes*:

1. Ten aansien van die vaste eiendom sal die koopprys by ondertekening van die verkoopvoorwaardes betaalbaar wees deur die verskaffing van 'n bank- of bougenootskapwaarborg.
2. Verkoping geskied voetstoots.
3. Volledige verkoopvoorwaardes ten aansien van die vaste eiendom sal voor die veiling uitgelees word, en is voor die tyd beskikbaar by die afslaaers sowel as by die Balju.
4. Besigtiging kan gereël word.
5. Verdere besonderhede ten aansien van koop is ter insae by die afslaer hieronder vermeld.

Geteken te Frankfort op hierdie 19de dag van Maart 1993.

Claasen & Van der Watt, Strydomstraat 11; Posbus 7, Frankfort, 9830. [Tel. (01613) 3-1131.]; of H. O. Mienie, Markstraat 17, Frankfort, 9830. [Tel. (01613) 3-1931.]

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

In the matter between **The Allied Building Society**, Plaintiff, and **Z. M. de Jager**, Defendant

Kindly note that the Sheriff of the Honourable Court, in terms of default judgment and warrant of execution against property dated 1 October 1991 attached the undermentioned fixed property to be sold in execution on Wednesday, 18 August 1993 at 12:00 at the premises situated at 4 Second Street, Tweeling:

Erf 475, situated in the Town of Tweeling and District of Frankfort, measuring 1 487 square metres.

*Subject of the following terms and conditions:*

1. The purchase price in respect of the fixed property will be payable upon signing of the conditions of sale by way of a bank- or building society guarantee.
2. This property will be sold as it stands.
3. The complete conditions of sale pertaining to the property will be read before commencement of the sale and same will also be available either from the auctioneers or from the Sheriff.
4. An inspection of the property beforehand may be arranged.
5. Further particulars in regard to the sale are open for inspection at the undermentioned auctioneers.

Dated at Frankfort on this 19th day of March 1993.

Messrs Claasen & Van der Watt, 11 Strydom Street; P.O. Box 7, Frankfort, 9830; or H. O. Mienie, 17 Mark Street, Frankfort, 9830.

Saak 6511/93

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

In die saak tussen **NBS Bank Bpk.**, Eksekusieskuldeiser, en **mnr. P. M. E. Moolman**, Eerste Eksekusieskuldenaar, en **mev. M. E. Moolman**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis gedateer 29 April 1993 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 20 Augustus 1993 om 10:00 te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 548, geleë in die dorp Langenhovenpark-uitbreiding 1, munisipaliteit Bainsvlei, distrik Bloemfontein. *Groot:* 1 196 vierkante meter, gehou kragtens Transportakte No. TL12363/91, te Audrey Blignautstraat 41, Langenhovenpark, Bloemfontein.

*Verbeterings:* 'n Teëldakwoning bestaande uit drie slaapkamers, twee badkamers, een met 'n stort, aantrekkamer, sitkamer, eetkamer en kombuis. Twee garages en 'n toilet.

*Voorwaardes van verkoping:*

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. *Die koopprys sal as volg betaalbaar wees:* 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18% (agtien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 14de dag van Julie 1993.

J. H. Conradie, vir Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 571/93

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

In die saak tussen **Allied Bank**, Eiser, en **P. J. Bower**, Eerste Verweerder, en **M. S. de Bruin**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Ficksburg en lasbrief tot geregtelike verkoping gedateer 23 Junie 1993, sal die ondervermelde eiendom op 27 Augustus 1993 om 10:00, te die Landdroskantoor, Ficksburg, aan die hoogste bieder verkoop word, naamlik:

Erf 404, Ficksburg, bekend as Ambrachtstraat 27, Ficksburg, bestaande uit woning en verbeterings.

Die voorwaardes van verkoop mag gedurende kantoorure by die Balju, Landdroshof, Ficksburg, nagesien word.

Dippenaar Du Toit & Louw, vir D. J. Gressie, Fonteinstraat 73, Ficksburg.

Saak 1567/92

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

In die saak tussen **Harrismith Munisipaliteit**, Eiser, en **Goeie Daad Eiendoms Beleggings**, Verweerder

Ter uitvoering van die uitspraak van die Landdros vir die distrik Harrismith, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Landdroskantoor te Harrismith, op 20 Augustus 1993 om 10:00:

*Sekere:* Erf 1574, geleë te Tweede Laan 6, Nywerheidsgebied, Harrismith.

*Terme:* Een tiende van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen 'n koers van 19% (negentien persent) per jaar vanaf datum van koop tot datum van betaling, sal gewaarborg word deur 'n bank, bouvereniging of ander aanvaarbare waarborg. Sodanige waarborg moet verstrekkend word aan die Balju, Landdroshof te Harrismith, binne 14 dae vanaf datum van verkoping.

*Voorwaardes:* Die volledige voorwaardes van die verkoping lê ter insae by die Balju, Landdroshof, Harrismith, en prokureurs vir Eiser.

Gedateer te Harrismith op hede die 14de dag van Julie 1993.

Philip D. Wright & Siebrits, vir S. Fourie, Stuartstraat 49C, Posbus 126, Harrismith, 9880. (Verw. S. Fourie/nb/10/93.)

Saak 4521/93

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

In die saak tussen **Eerste Nasionale Bank Bpk.**, Eksekusieskuldeiser, en **Christo Properties BK**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer, 15 Junie 1993, in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 6 September 1993 om 11:00, te die Hoofregeringsgebou Landdroskantore, Welkom:

*Sekere:* Erf 146, Welkom, groot 714 (sewehonderd en veertien) vierkante meter, geleë te Rosesgebou, Bokstraat 56, Welkom, gehou kragtens Akte van Transport T3089/52, geregistreer op 25 Junie 1952, en onderhewig aan sekere serwitute.

*Verbeterings:* Sakegebou gesoneer vir algemene handel.

*Voorwaardes van verkoping:*

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18,25% (agtien komma twee vyf persent) per jaar tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, nagesien word.

Gedateer te Welkom hierdie 2de dag van Julie 1993.

Andrews & Podbielski, vir G. J. Oberholzer, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Boland Bankgebou, Elizabethstraat, Posbus 595, Welkom, 9460. (Verw. Oberholzer/mr/17481.)

Case 4792/93

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Janet Louise Douglas**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 25 May 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 27 August 1993 at 11:00, at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely:

*Certain:* Erf 2949, situated in the Township Welkom (Bedelia), District of Welkom, measuring 1 004 square metres, held by the Defendant by virtue of Deed of Transfer T416/86, known as 57 Romeo Street, Bedelia, Welkom.

*Improvements:* Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and two toilets, (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) 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 (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, 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 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 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 16th day of July 1993.

Daly & Neumann Inc., for M. C. Louw, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL532.)

Saak 2825/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.**, handeldrywende as Wesbank, Eiser, en **Gregory John Roets**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 4 Mei 1993, en lasbrief tot uitwinning, sal die volgende onroerende eiendom in eksekusie verkoop word op Vrydag, 20 Augustus 1993 om 10:00, deur die Balju, Peetlaan-ingang, Bloemfontein, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 16817-uitbreiding 111, Neville Homesstraat 36, Heuwelsig, Bloemfontein, vier slaapkamers, woonkamer, sitkamer, eetkamer, studeerkamer, kombuis, waskamer, twee badkamers, stoorkamer, swembad, dubbel motorhuis en afdak.

Die volle en volledige verkoopvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, St Andrewstraat, Bloemfontein, of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoore besigtig word.

Gedateer te Bloemfontein hierdie 19de dag van Julie 1993.

L. Strating, p.a. Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Elizabethstraat, Bloemfontein.

Saak 16186/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.**, handeldrywende as Wesbank, Eiser, en **Willem le Grange Coetzee**, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof, op 19 Oktober 1992, en lasbrief tot eksekusie, sal die volgende onroerende eiendom in eksekusie verkoop word op Vrydag, 20 Augustus 1993 om 10:00, deur die Balju van Bloemfontein, Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 15739, Bloemfontein-uitbreiding 16, 20 Kestellstraat, Waverley, Bloemfontein.

Die volle en volledige verkoopvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, St Andrewstraat, Bloemfontein, of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoore besigtig word.

Gedateer te Bloemfontein hierdie 7de dag van Julie 1993.

S. Strating, p.a. Symington & De Kok, Prokureur vir Eiser, NBS-gebou, Elizabethstraat, Bloemfontein.

Case 4776/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Udo Rolf Bruning**, First Defendant, and **Anna-Marie Bruning**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 24 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 27 August 1993 at 11:00, at the Tulbach Street-entrance, to the Magistrate's Court, Welkom, namely:

Certain Erf 462, situated in Riebeeckstad, District of Welkom, measuring 1 784 square metres, held by the Defendants by virtue of Deed of Transfer T16324/91, known as 138 Lois Street, Riebeeckstad, Welkom.

*Improvements:* Residential property with entrance-hall, lounge, dining-room, family room, bar, kitchen, four bedrooms, study, bathroom with toilet, bathroom with shower and toilet, toilet, double garage, servants' quarters, outside toilet (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) 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 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 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 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 20th day of July 1993.

M. C. Louw, for Daly & Neumann Inc., Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/UN52.)

Saak 194/92

#### IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE WARDEN

In die saak tussen **ABSA Bank Bpk.** (Reg. No. 86/04794/06), handeldrywende as Allied Bank, Eiser, en **F. J. Young**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Warden, en 'n lasbrief van eksekusie, gedateer 4 Februarie 1993, sal die volgende eiendomme gereguleer verkoop word op 27 Augustus 1993 om 10:00, te Kerkstraat 21, Warden, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Erf 71, geleë in die dorp Warden, distrik Harrismith, groot 781 (sewehonderd een-en-tagtig) vierkante meter, gehou kragtens Transportakte T299/1988.

Erf 72, geleë in die dorp Warden, distrik Harrismith, groot 781 (sewehonderd een-en-tagtig) vierkante meter, gehou kragtens Transportakte T299/1988.

Erf 73, geleë in die dorp Warden, distrik Harrismith, groot 781 (sewehonderd een-en-tagtig) vierkante meter, gehou kragtens Transportakte T299/1988.

*Verbeterings* (geen waarborg daaromtrent word gegee nie):

*Erf 71:* 'n Siersteenhuis met vier slaapkamers, kombuis, spens, badkamer, toilet, gang, dubbel garage. Huis oorkant NG Kerk (sentraal geleë). Goeie belegging.

*Erf 72:* 'n Leë erf.

*Erf 73:* 'n Leë erf.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Warden.

Gedateer te Harrismith op hede die 20ste dag van Julie 1993.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Stuartstraat 51B, Posbus 22, Harrismith.

## PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

### TRANSVAAL

PHIL MINNAAR BK AFSLAERS

(CK 85/01372/73)

#### BESTORWE BOEDELVEILING VAN 'N RUIM VIERSLAAPKAMERWONING TE BETHAL

In opdrag van die eksekuteur in die boedel wyle **M. J. Botha**, **Boedelnommer 12794/92**, bied ons hierdie eiendom aan per openbare veiling op:

*Datum:* Maandag, 9 Augustus 1993 om 11:00.

*Plek van veiling:* Van der Stellaan 6, Bethal.

*Beskrywing van eiendom:* Erf 1484, Bethal-uitbreiding 4, Registrasieafdeling IS, Transvaal. *Groot:* 1 467 m<sup>2</sup>.

*Verbeterings:* Staanteëldak, ingangsportaal, sitkamer met kaggel, eet- en TV-kamer, kombuis met aparte opwasarea, vier slaapkamers, twee badkamers, dubbel motorhuis, bediendekamer met geriewe, ommuur, gevestigde tuin, veiligheidshekke en diefwering.

*Besigtiging:* Daaglik tussens 10:00 en 16:00.

*Terme:* 20% (twintig persent) deposito en balans binne 45 dae na bekragtiging.

*Verdere navrae:* Skakel ons kantore by 322-8330/1.

Phil Minnaar BK Afslaers, Bus 28265, Sunnyside. Tel. 322-8330/1/2. Faks (012) 322-9263.

**UNBIQUE AFSLAERS**

In opdrag van die eksekuteur boedel wyle **C. T. Vosloo, Meestersverwysing 9015/93**, sal ons die bates verkoop te die plaas Geduld, Hartbeesfontein op 11 Augustus 1993 om 10:00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (0148) 7391 of 2-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Docex 4, Potchefstroom, 2520. Tel. (0148) 7391, 2-3841. Faks (0148) 5683.

**UNBIQUE AFSLAERS**

In opdrag van die eksekuteur boedel wyle **E. M. G. Kroukamp**, sal ons die bates verkoop te Poortmanstraat, Potchindustria, Potchefstroom op 7 Augustus 1993 om 10:00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (0148) 7391 of 2-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Docex 4, Potchefstroom, 2520. Tel. (0148) 7391, 2-3841. Faks (0148) 5683.

**UNBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel **P. A. Louw, en T. D. Louw**, sal ons die bates verkoop te Poortmanstraat, Potchindustria, Potchefstroom, op 7 Augustus 1993 om 10:00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (0148) 7391 of 2-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Docex 4, Potchefstroom, 2520. Tel. (0148) 7391, 2-3841. Faks (0148) 5683.

**UNBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel **J. J. Jacobs**, sal ons die bates verkoop te Poortmanstraat, Potchindustria, Potchefstroom, op 7 Augustus 1993 om 10:00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (0148) 7391 of 2-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Docex 4, Potchefstroom, 2520. Tel. (0148) 7391, 2-3841. Faks (0148) 5683.

**UNBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel **I. P. C. Nagel**, sal ons die bates verkoop te Poortmanstraat, Potchindustria, Potchefstroom, op 7 Augustus 1993 om 10:00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (0148) 7391 of 2-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Docex 4, Potchefstroom, 2520. Tel. (0148) 7391, 2-3841. Faks (0148) 5683.

**UNBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel **C. J. H. van der Walt en M. M. van der Walt**, sal ons die bates verkoop te Poortmanstraat, Potchindustria, Potchefstroom, op 7 Augustus 1993 om 10:00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (0148) 7391 of 2-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Docex 4, Potchefstroom, 2520. Tel. (0148) 7391, 2-3841. Faks (0148) 5683.

**LEO AFSLAERS (EDMS.) BPK.**

(Reg. No. 87/03427/07)

**INSOLVENSIEVEILING VAN DRIESLAAPKAMERGRASDAKWONING, BURGERLAAN 86, LYTTELTON MANOR, PRETORIA, OP 10 AUGUSTUS 1993, OM 10:30, OP DIE PERSEEL**

**GEDEELTE 1 VAN ERF 377, LYTTELTON MANOR, REGISTRASIEAFDELING JR, TRANSVAAL**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **B. J. V. Moulder, Meestersverwysing T852/93**, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Grasdakwoning met drie slaapkamers, twee badkamers, oopplan kombuis met kaste, ooghoogte oond en glasblad kookblad, spens, sit-, eetkamer, ingeboude kaste, volvloermatte, kantoor, studeer- en speelkamer op hoër vlak, motorafdak, nutshut, buite toilet, motorhuis, ommuur. Erf = 1 848 m<sup>2</sup>. Verbeterings = 244,79 m<sup>2</sup>.

*Verkoopvoorwaardes:* 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborgte vir die balans binne 30 dae na bekragtiging deur die Kurator.

*BTW betaalbaar:* Geen.

*Afslersnota:* Ideale gesinswoning, naby alle fasiliteite.

*Besigtiging:* By die woning of reël met die afslaer.

Vir meer besonderhede skakel die afslers by (012) 341-1314 gedurende kantoorure.

### F. C. BENECKE AFSLAERS (EDMS.) BPK.

(Reg. No. 91/01678/07)

INSOLVENTE BOEDELVEILING: CHRISSIESMEER, DISTRIK ERMELO: OPDRAG — KURATOR

#### INSOLVENTE BOEDEL J. J. BRUWER, MEESTERSVERWYSING T5075/92

Sekere Erf 25, geleë op hoek van Simmer- en Jackstraat, Chrissiesmeer. *Groot:* 2 025 m<sup>2</sup> met puik ruim woning van vier slaapkamers, sitkamer, eetkamer, studeerkamer, badkamer, kombuis, aparte toilet, gang. Drie motorhuise, twee buitekamers, bediendekamer en toilet. Ruim ingeboude kaste. Goed toegeruste kombuis met soliede Kiaatkaste. Duursame matte. Erf omhein met mure en ge-elektrifiseerde veiligheidsomheining en hekke. Oppervlakte van geboue ± 416 m<sup>2</sup>.

*Verkorte voorwaardes:* (a) 15% (vyftien persent) deposito op dag van veiling. (b) Balans gewaarborg te word binne 30 dae na bekragtiging. (c) Bekragtiging binne 14 dae.

*Veiling:* Op die perseel, Woensdag, 11 Augustus 1993 om 10:00.

Vir verdere besonderhede en vooraf reëlings om te besigtig, skakel F. C. Benecke Afslers (Edms.) Bpk., Jan van Riebeeckstraat 15, Ermelo. Tel. (01341) 9-2506.

### PHIL MINNAAR BK AFSLAERS

(CK 85/01372/73)

INSOLVENTE BOEDELVEILING VAN PRAGWONING IN GESOGTE AREA — WATERKLOOFRIF

In opdrag van die Kurator in die insolvente boedel **A. S. Wallace, Meestersverwysing T699/93**, verkoop ons ondergemelde eiendom per openbare veiling op:

*Datum:* Vrydag, 6 Augustus 1993 om 12:00.

*Plek van veiling:* Delphinusstraat 361, Waterkloofrif.

*Beskrywing van eiendom:* Erf 902, Waterkloofrif, beter bekend as Delphinusstraat 361, Waterkloofrif, Pretoria. Registrasieafdeling JR, Transvaal. *Groot:* 4 375 m<sup>2</sup>.

*Verbeterings:* Woonhuis bestaan uit vyf slaapkamers, drie badkamers, sitkamer, TV-kamer, eetkamer, kombuis, bykombuis, dubbel toesluit motorhuis, pragtige gevestigde tuin, drie bediendekamers, swembad, stoorkamer en afdak.

*Besigtiging:* Daaglik vanaf 12:00 tot 14:00.

*Afslersnota:* Hierdie pragwoning is goed geleë met baie privaatheid en 'n idilliese tuin vir natuurliefhebbers.

*Terme:* 10% (tien persent) deposito in kontant of bankgewaarborgde tjek, en balans binne 14 dae na aanvraag. Afslerskommissie met BTW daarop betaalbaar deur koper.

*Navrae:* Skakel ons kantore vir verdere inligting by (012) 322-8330/1.

Phil Minnaar BK Afslers, Bus 28265, Sunnyside. Tel. 322-8330/1/2. Faks (012) 322-9263.

### PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hoogeregshof, THABAZIMBI op 19 Augustus 1993 om 10:00 voor die Landdroskantoor te Thabazimbi die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE GEDEELTE van die plaas HAAKDOORBULT 542, Registrasie Afdeling K Q, Transvaal; GROOT: 141,3100 hektaar.

Blykens Akte van Transport T6941/1986 in die naam van DIEDRIK JOHANNES BOTHA.

*Ligging van hierdie eiendom:* 46 km suidsuidoos van Thabazimbi.

*Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—*

Woonhuis, skuur met sorteerkamers en 6 arbeidershuise. Veekerend omhein en verdeel in kampe. Tenk. Die eiendom ressorteer onder die Krokodilrivier (Wes-Transvaal) Besproeiingsraad en 29,4 hektaar is daaronder ingelys.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoopvooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte 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% Afslaaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar).

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volge 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 eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste 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.

Dit word beweer dat waterbelasting ten bedrae van R869,96 plus rente verskuldig is.

VERWYSINGSNOMMER: AJAE 01966 02G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 22 Julie 1993.

#### VERED PUBLIC AUCTION

##### QUALITY DESIGN DOORS (PTY) LTD, IN LIQUIDATION: MASTER'S REFERENCE T1542/93

Instructed by the liquidator in the above matter we will sell by public auction, woodworking machines and plant for the manufacture of wooden automatic garage doors.

*Terms:* Cash or bank-certified cheque. VAT will be added. (R1 000 — deposit refundable).

*Date of sale:* 19 August 1993, starting at 10:30, at 15 Ashenberg Street, Chamdor.

*View:* Two days before the sale.

For further information and to view please phone the Auctioneers Vered (011) 646-5432. Fax (011) 486-1618.

#### VERED PUBLIC AUCTION

##### INSOLVENT ESTATE M. D. ANTHONY, MASTER'S REFERENCE T2043/93

Instructed by the trustee in the above matter we will sell by public auction Erf 169, Impala Park, Boksburg, being 9 Sola Crescent, Impala Park, Boksburg: Single storey three-bedroomed home plus furniture.

*Terms:* 15% (fifteen per cent) deposit immediately in cash or bank-certified cheque, the balance by approved guarantees within 30 days.

*Moveables:* Cash.

*Conditions:* Subject to confirmation by the trustee.

*Date of sale:* 4 August 1993 at 12:00 at the property.

*View:* Anytime. Security in attendance.

For further information and to view please phone the Auctioneers Vered (011) 646-5432. Fax (011) 486-1618.

#### PHIL MINNAAR (BK) AFSLAERS

CK85/01372/73

##### LIKWIDASIE VEILING VAN 'N VYFSLAAPKAMERWONING TE WATERKLOOFRIF, PRETORIA

In opdrag van die Likwidateur in die boedel **Michael de Klerk Trust BK**, in likwidasie, Meestersverwysing T4957/92, bied ons ondergenoemde eiendom aan per openbare veiling op:

*Datum:* Vrydag, 6 Augustus 1993 om 11:00.

*Plek van veiling:* Delphinusstraat 383, Waterkloofrif, Pretoria.

*Beskrywing van eiendom:* Resterende Gedeelte van Erf 897, Waterkloofrif, beter bekend as Delphinusstraat 383, Waterkloofrif, Pretoria, Registrasieafdeling JR, Transvaal, groot 2 015 m<sup>2</sup>.

*Verbeteringe:* Woonhuis met staan teëldak, ingangsportaal, sit- en eetkamer, TV kamer, studeerkamer met ingeboude lessenaar, vyf slaapkamers, twee en 'n halwe badkamers, kombuis, matter/leiklipvloer, twee bediende kamers, toiletgeriewe, swembad, gevestigde tuin, diewering, veiligheidshekke, ommuur, plaveisel.

*Besigtiging:* Daaglik tussen 08:00 en 17:00.

*Terme:* 20% (twintig persent) deposito en balans binne 45 dae na bekragtiging.

*Verdere navrae:* Skakel ons kantore by (012) 322-8330/1.

**AUCOR (PTY) LTD****CENTRAL COPIER SYSTEMS (PTY) LTD**

Masters Reference T933/93

New copier machines, plan copiers, copier paper, fax paper, executive, clerical, managerial, secretarial office furniture and more.

Duly instructed by the liquidator we shall sell the above on Friday, 6 August 1993 at 10:30, at CCS House, Southern Street, Verwoerdburg.

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.]

Vanessa Mather, P.O. Box 15621, Doornfontein, 2028.

**AUCOR (PTY) LTD****INTEGRATED VISUAL COMMUNICATION (PTY) LTD**

Masters Reference T934/93

Refurbished photocopiers, vehicles, office furniture, spares, etc.

Duly instructed by the liquidator we shall sell the above on 9 August 1993 at 10:00, at Voorhamer Street, Silvertondale, Silverton, Pretoria.

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.]

Vanessa Mather, P.O. Box 15621, Doornfontein, 2028.

**AUCOR (PTY) LTD****LARIAN PROPERTIES CC**

Masters Reference T4148/92

Duly instructed there to by the liquidator, the Aucor Group will sell by public auction on Friday, 30 July 1993 at 10:30, on the spot, 11 First Street, Marlboro, being Stand 1033, measuring 991 m<sup>2</sup> with factory building thereon.

*Viewing:* By appointment with the auctioneers.

*Terms:* 20% (twenty per cent) deposit (cash or bank-guaranteed cheque) on the fall of the hammer. The balance (cash or bank-guaranteed cheque acceptable to the trustee) or to be paid within 30 days of confirmation.

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.]

Kim Winterstein, P.O. Box 15621, Doornfontein, 2028.

**J G W AFSLAERS**

CK90/35316/23

In opdrag van die Kurator van insolvente boedel **Jan Bastiaan Cloete Bothma**, Meestersverwysingsnommer T3408/92, word die hierna genoemde onroerende eiendom per openbare veiling aangebied vir verkoping:

*Plek van veiling:* Da Gamastraat 12, Culemborgpark, Randfontein.

*Datum van veiling:* 12 Augustus 1993.

*Tyd van veiling:* 11:00.

*Onroerende eiendom:* Erf 402, Culemborgpark, Randfontein.

*Beskrywing van eiendom:* Drie slaapkamers, sitkamer, eetkamer, twee badkamers, kombuis, betonomheining, dubbel motorhuis, plaveisel en swembad met lapa.

*Afslaersnota:* Spog woning in 'n baie goeie woonbuurt.

*Verkoopvoorwaardes:* 20% (twintig persent) van die koopsom betaalbaar onmiddellik op die veiling by bekragtiging van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na die datum van veiling. Besitrente gereken te word en die balans van koopsom teen huidige bougenootskaprente-koerse op eerste verbande.

*Vir enige navrae kontak:* Warrick Heppell, [Tel. (018) 462-2711.]

Die volledige voorwaardes van verkoping is beskikbaar by J G W Afslaers, Andersonstraat 23, Klerksdorp. [Tel. (018) 462-2711.] Slegs kontant of bangewaarborgde tjek.

**J G W AFSLAERS**

CK90/35316/23

In opdrag van die Kurator van insolvente boedel **John Henry Denner**, Meestersverwysingnommer T773/93, word die hierna genoemde onroerende eiendom per openbare veiling aangebied vir verkoping:

*Plek van veiling:* Plaas Elandsheuvel (volg rigtingwysers, Von Wiellighstraat afdraai).

*Datum van veiling:* 13 Augustus 1993.

*Tyd van veiling:* 11:00.

*Onroerende eiendom:* Resterende Gedeelte 158 (gedeelte van Gedeelte 126), van die plaas Elandsheuvel, Registrasieafdeling IP, Transvaal, groot 42,8266 hektaar.

*Beskrywing van eiendom:* Klein plaas met twee woonhuise, melkstal (groot 154 vierkante meter), sinkstoor (groot 55 vierkante meter), buitegeboue, bediende kwartiere, dubbel motorhuis (groot 54 vierkante meter), 12 boorgate waarvan twee toegerus is, een boorgat toegerus met 12 perekrag motor met mono pomp (lewer ongeveer 4 500 galon per uur), kalwerkrale, sementdam, glasveseltenk, tien kampe, ongeveer 25 hektaar ploegbaar tans onder aangeplante weiding en natuurlike weiding, drukgange, beesdip met sproeiers, selfvoerder met krippe en munisipale krag.

*Huis 1:* Kombuis, waskamer, eetkamer, sitkamer, binnehof, badkamer, toilet en twee slaapkamers.

*Konstruksie:* Steen en sink.

*Groot:* 145 vierkante meter.

*Huis 2:* Kombuis, sitkamer, eetkamer, gang, twee slaapkamers, toilet en badkamer.

*Konstruksie:* Steen en sink.

*Groot:* 156 vierkante meter.

*Afslaersnota:* Goed beplan en ingerig.

*Verkoopvoorwaardes:* 20% (twintig persent) van die koopsom betaalbaar onmiddellik op die veiling by bekragtiging van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na die datum van veiling. Besitrente gereken te word op die balans van koopsom teen huidige bougenootskaprente-koerse op eerste verbande.

*Vir enige navrae kontak:* Warrick Heppell [Tel. (018) 462-2711.]

Die volledige voorwaardes van verkoping is beskikbaar by J G W Afslaers, Andersonstraat 23, Klerksdorp. [Tel. (018) 462-2711.] Slegs kontant of bankgewaarborgde tjek.

**F C BENECKE AFSLAERS (EDMS.) BPK.**

(Reg. No. 91/01678/07)

**INSOLVENTE BOEDELVEILING**

Kleinhoue 8.6 hektaar, 5 km buite Ermelo, pragtige ruim woning ongeveer 450 vierkante meter, drie motorhuise en werkskamer ongeveer 63 vierkante meter, binnehof ongeveer 36 vierkante meter, sterk boorgat en grond dam asook tweede ontoegeruste boorgat, verdere buitegeboue en tenkkamer 80 vierkante meter.

In opdrag van die Kurator in die insolvente boedel van **W. J. Hattingh**, Meesterverwysing T3445/92, verkoop ons die volgende op Vrydag, 13 Augustus 1993 om 10:00, te Nooitgedacht, distrik Ermelo, ligging 4 km op Morgenzonpad vanaf Ermelo, draai links in gang vir 1 km en hoewe op linkerhand. Sien afslaers rigtingborde vanaf Ermelo.

Sekere Gedeelte 61 van die plaas Nooitgedacht 268, Registrasieafdeling IT, Transvaal, groot 8,6098 hektaar. Gehou in terme van titelakte T15052/1982.

*Verbeterings:* Pragtige ruim woning bestaande uit gaste slaapkamer met privaat badkamer, hoofslaapkamer met aangrensende kinderkamer/werkskamer en dubbel aantrekkamer met twee stelle ingeboude kaste en volledige badkamer, drie verdere slaapkamers met dubbel kaste, derde badkamer, ruim sitkamer, familiekamer, eetkamer, studeerkamer met volle muurboekrak en onderdeure, ingangsportaal, ruim kombuis met ooghoogte oond en tafelblad stoof, baie soliede Eikehout-kaste, Keramiek vloerteëls, ruim opwas met meer soliede Eikehout kaste en Keramiek vloer- en muurteëls met ontbythoekie, linnekamer met rakke tot plafonhoogte, aparte wasgoedkamer met dubbel v/s wasbakke, Keramiek vloer- en muurteëls, binnehof onder glasveseldak met braai koorsteen en werksoppervlak en Keramiek vloer vir braai/onthaal area, drie motorhuise met werkskamer, ooste stope en klein noorde oop stoepie en buite braai geriewe.

*Buitegeboue:* Klinkersteen gebou met twee kamers en gang en stoorkamer onder twee watertenks met betondak. Oppervlakte 80 vierkante meter.

Woonhuis het staan Harveyteëldak, Kwasden en gipsbord plafonne. Hoë kwaliteit matre in woonvertreкке en Keramiek teëls op badkamer, kombuis, opwas en waskamer.

U moet hierdie woning kom besigtig. Ondervloerse verhitting. Plot verdeel in drie kampe met veiligheid heining en deel steenmuur om woning. sterk boorgat met dompelpomp toegerus en tweede ontoegeruste boorgat. Grond dam. Eskom krag. Verband aan goedgekeurde koper beskikbaar.

*Verkorte voorwaardes:* (a) 10% (tien persent) op dag van veiling betaalbaar in kontant of bankgewaarborgde tjek. (b) Koper betaal ook afslaerskommissie. (c) Balans gewaarborg te word binne 30 dae na bekragtiging. (d) Bekragtiging binne 14 dae. (e) Okkupasie vanaf datum van bekragtiging.

Vir verdere besonderhede en vooraf reëlings vir besigtiging kontak: F. C. Benecke Afslaers, Jan van Riebeeckstraat 15, Ermelo. [Tel. (01341) 9-2506.]

**MEYER AFSLAERS BK**

CK91/13027/23)

**INSOLVENTE BOEDEL VEILING VAN PRAGTIGE VIER SLAAPKAMER FAMILIE WONING TE POTGIETERSRUST**

Behoorlik daartoe gelas deur die Kurator in die involvente boedel: **D. B. Snyman**, Meestersverwysing T4424/92, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Gedeelte 1 van Erf 92, en resterende gedeelte van Erf 92, geleë te Schoemanstraat 100 en 102, Potgietersrust.

*Grootte:* 4 462 vierkante meter.

*Beskrywing:* Vier slaapkamers, twee badkamers, sitkamer, eetkamer, opwas, werkskamer, dubbel motorhuis, afdak, bediendekamer, twee toilette, rondawel, lapa en groot sementsteen stoor.

*Plek: Op die perseel:* Schoemanstraat 102, Potgietersrust.

*Datum en tyd:* Woensdag, 4 Augustus 1993 om 12:00.

*Afslaersnota:* Ruim familiewoning. Beslis die moeite werd.

*Verkoopvoorwaardes:* 10% (tien persent) in kontant op bankgewaarborgde tjek met toeslaan van bod. Waarborg vir balans binne 30 dae na datum van bekragtiging.

*Besigtiging:* Daagliks of reël met afslaer.

*Verdere navrae:* Skakel afslaer: Anna van der Watt, [Tel. (012) 323-7821 of (012) 43-4642] na ure.

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**PARK VILLAGE AUCTIONS**

INSOLVENT ESTATE: W. M. PRINSLOO

Master's Reference T4847/92

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 145 Unie Avenue, Littleton Manor, District of Verwoerdburg, Transvaal, on Tuesday, 3 August 1993 at 10:30, a two bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

---

**PARK VILLAGE AUCTIONS**

INSOLVENT ESTATE: P. R. AND M. Y. SMALLWOOD

Master's Reference T442/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 4 Katakoeoe Street, Birchacres, District of Kempton Park, Transvaal, on Monday, 2 August 1993 at 10:30, a five bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

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**PARK VILLAGE AUCTIONS**

INSOLVENT ESTATE: D. W. AND D. A. MCDONALD

Master's Reference T401/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 641 Dwars Street, Bromhof Extension 31, District of Randburg, Transvaal, on Tuesday, 3 August 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.]

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**PARK VILLAGE AUCTIONS**

INSOLVENT ESTATE: W. M. PRINSLOO

Master's Reference T4847/92

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 122 Rietspruit Street, Sunderland Ridge Extension 1, District of Verwoerdburg, Transvaal, on Tuesday, 3 August 1993 at 12:00, a vacant stand.

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. R. GRIFFITHS

Master's Reference N519/92

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 34 Kayburne Avenue, Randpark Ridge, District of Randburg, Transvaal, on Tuesday, 3 August 1993 at 12:00, 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: J. A. AND S. A. MAREE

Master's Reference T1847/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 53 Topaz Avenue, Kloofendal, District of Roodepoort, Transvaal, on Wednesday, 4 August 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: N. M. AND F. AMLA

Master's Reference T5282/92

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 6 Banaras Street, Roshnee, District of Vereeniging, Transvaal, on Wednesday, 4 August 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: S. P. F. VENTER

Master's Reference T1013/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 13 Demeter Avenue, Bedworth Park, District of Vereeniging, Transvaal, on Monday, 2 August 1993 at 10:30, a four bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

**UBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel **E. L. Ooms**, sal ons die bates verkoop te Francoisstraat 3, Potchefstroom, op 3 Augustus 1993 om 10:00.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

**MANNIE AUCTIONEERING COMPANY****AFFAIRS MARIA IERENE GOMES DE GOUVEIA ANDRADE AND TOLIANTINO JOSE DE OLIM ANDRADE**

Duly instructed by the liquidator in the above matter we will sell by public auction on the spot, 6 Buxton Avenue, Noycedale, Nigel, on Monday, 9 August 1993 at 10:30, the following:

**RESIDENCE — NOYCEDALE, NIGEL:** Certain Erf 85, situated at 6 Buxton Avenue, Noycedale, Nigel, measuring approximately 485 square metres, upon which is erected a residence comprising lounge, dining-room, kitchen, three bedrooms, bathroom, separate toilet. Security doors front and back. All windows burglar proofed. *Outbuildings:* Garage, maid's room and toilet and store-room.

*Terms:* 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

*On view:* Mondays, Wednesdays and Fridays from 10:30 to 12:30.

For further particulars apply to the auctioneers: Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troye Street (corner Pritchard Street); P.O. Box 9211, Johannesburg, 2000. Tel. (011) 29-9617. Fax (011) 333-3460.

**MANNIE AUCTIONEERING COMPANY****INSOLVENT ESTATE J. H. KIRSTEIN, MASTER'S REFERENCE T71/93**

Duly instructed by the trustee in the above matter, we will sell by public auction on the spot, 27 Good Street, Triomf, Johannesburg, on Tuesday, 3 August 1993 at 10:30, the following:

**WELL-MAINTAINED DOUBLE-STOREY HOME — TRIOMF:** Certain Erf 1300, situated at 27 Good Street, Triomf, Johannesburg, measuring approximately 490 square metres, upon which is erected a residence comprising front porch, lounge, dining-room, family room, kitchen with three-plate Defy 420 stove, two bedrooms, bathroom, separate toilet. *Outbuildings:* Double carport.

*Terms:* 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

*On view:* Mondays, Wednesdays and Fridays from 10:30 to 12:30.

For further particulars apply to the auctioneers: Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troye Street (corner of Pritchard Street); P.O. Box 9211, Johannesburg, 2000. Tel. (011) 29-9617. Fax (011) 333-3460.

**NOORDELIKE EIENDOMSAGENTE & AFSLAERS & ELI STRÖH**

Insolvente likwidasiëveiling — bied in opdrag van die voorlopige likwidateurs van **Nadut (Edms.) Bpk., Meestersverwysing T2003/93**, 'n veiling sonder reserwe van motor-, strukturele en produksie masjiene en toerusting.

Veiling vind plaas op 4 en 5 Augustus 1993 om 10:00 te Motor & General Engineering perseel, KSOK-gebou, Pietersburg.

Vir verdere inligting skakel Noordelike Eiendomsagente & Afslaers of Eli Ströh, Posbus 277, Pietersburg. Tel. (01521) 7-1116 of (01521) 95-6439 Pietersburg.

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**NATAL**

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**MAXPROP NEWCASTLE****OPENBARE VEILING — NEWCASTLE WOONHUIS**

Gelas daartoe deur die trustee in die saak **Sirloin Vleismark BK**, in likwidasië, **Meestersverwysing N105/93**, verkoop ons per openbare veiling:

*Op:* Vrydag, 13 Augustus 1993 om 10:30.

*Te:* Maxpropkantore, Allenstraat 96, Newcastle.

Die eiendom, meer volledig beskryf as: Erf 4646 (Newcastle-dorpsgebied), administratiewe distrik van Natal en groot 1 417 m<sup>2</sup>.

Hierdie eiendom geleë te Disaweg 13, is verbeter met 'n moderne vierslaapkamerwoonhuis en die gewone buitegeboue.

Die voorwaardes van verkoop maak onder andere voorsiening vir 'n 10% (tien persent) deposito op die dag van die veiling en bekragtigting binne 14 dae.

Vir meer besonderhede tree asseblief in verbinding met die afslaers, Maxprop Newcastle. Tel. (03431) 5-2300.

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**ORANGE FREE STATE  
ORANJE-VRYSTAAT**

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**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Senekal op 20 Augustus 1993 om 10:00 voor die Landdroeskantoor te Senekal die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas VRISCHGEWAAGD 525, distrik Senekal

GROOT 189,5317 hektaar

Eiendom (1) blykens Akte van Transport T1104/1974

(2) Onderverdeling 1 van die plaas KAFFIRFONTEIN 100, distrik Senekal

GROOT 350,3458 hektaar

Eiendom (2) blykens Akte van Transport T1500/1985

in die naam van PHILIP WOUTER DE VOS

Ligging van hierdie eiendomme:

20 km noordnoordoos van Senekal

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is: Woonhuis, melkstal, staalstoor, staal voerstoer, 2 voerafdakke, self voerder en afdak. Veekerend omhein en verdeel in kampe. 6 Boorgate, 5 sementdamme, 6 suipkrippe en 3 gronddamme.

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 huurkoopvooreenkoms 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, belastings 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 huurooreenkoms, bewoningsregte, voorkeepsregte, koopvooreenkoms 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: BAAI 01595 01G 02G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 21 Julie 1993.

#### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Reitz op 20 Augustus 1993 om 10:00 voor die Landdroskantoor te Reitz die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas UITKOMST 983, distrik REITZ

GROOT: 85,6532 hektaar

(2) Onderverdeling 1 van die plaas BLYDSCHAP 456, distrik REITZ

GROOT: 119,0938 hektaar

(3) Restant van die plaas KLEIN BLYDSCHAP 959, distrik REITZ

GROOT: 227,9980 hektaar

Eiendomme (1) tot (3) blykens Akte van Transport T7797/1986

in die naam van CORNELIUS PETRUS MEYER

Ligging van hierdie eiendomme:

15 km noord van Reitz

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:

Eiendomme (1) tot (3)

Sinkstoor. Veekerend omhein en verdeel in kampe. 2 Boorgate, 2 sementdamme, 2 suipkrippe, gronddam en spruit.

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 huurkoopvooreenkoms 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, belastings 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, koopoooreenkomste 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: BAAH 02408 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 22 Julie 1993.

# 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.*



# 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.*

# Hou Suid-Afrika Skoon



**Gooi rommel waar dit hoort**

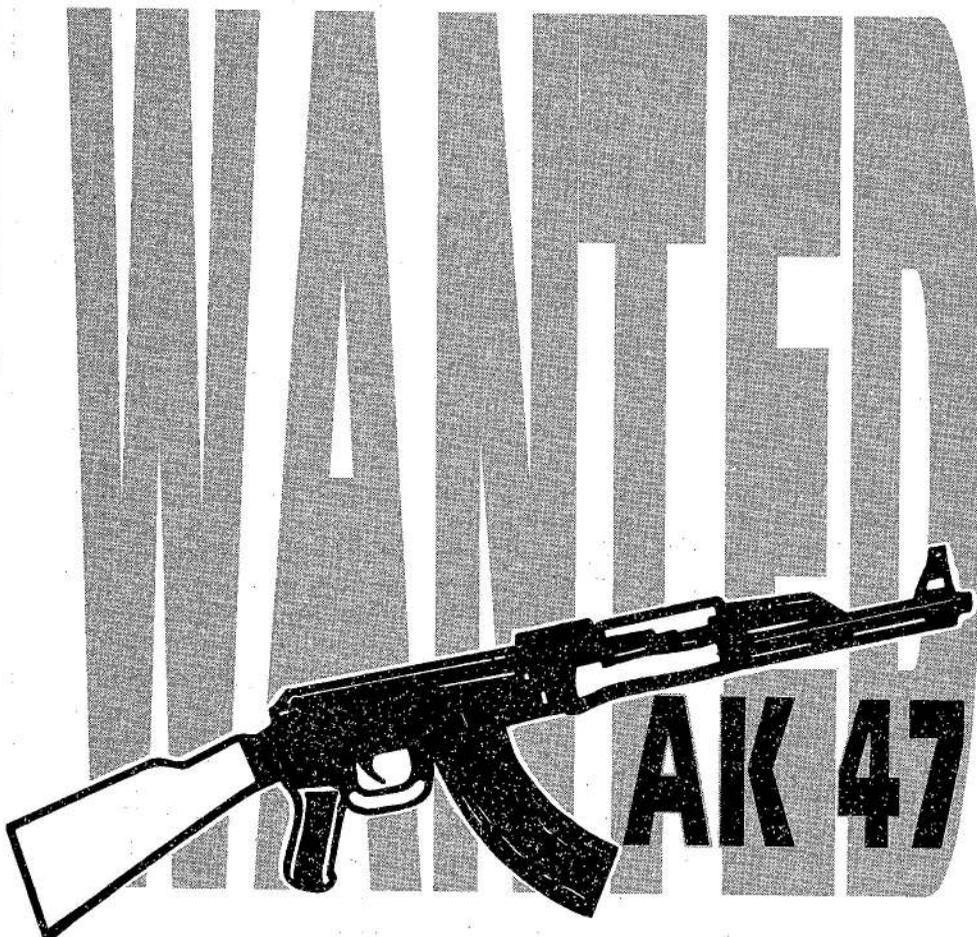
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## PHYTOPHYLACTICA

This publication deals with plant pathology, mycology, microbiology, entomology, nematology, and other zoological plant pests. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R12,50 per copy or R80 per annum, post free (Other countries R15 per copy or R100 per annum).

## PHYTOPHYLACTICA

Hierdie publikasie bevat artikels oor plantpatologie, mikologie, mikrobiologie, entomologie, nematologie en ander dierkundige plantplae. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienselike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R12,50 per eksemplaar of R80 per jaar, posvry (Buitelands R15 per eksemplaar of R100 per jaar).

## THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural information, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 52 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable from the above address at R10 per copy or R40 per annum plus GST local or other countries R12,50 per copy or R50 per annum (air mail: R15 per copy or R60 per annum).

Directors of laboratories etc. desiring to exchange publications are invited to communicate with the Director, Veterinary Research Institute, P.O. Onderstepoort, 0110, Republic of South Africa.

## THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

Die "Onderstepoort Journal of Veterinary Research" word deur die Staatsdrukker, Pretoria, gedruk en is verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria, 0001, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Hierdie publikasie is 'n voortsetting van die "Reports of the Government Veterinary Bacteriologist of the Transvaal" wat terugdateer tot 1903 en waarvan 18 verskyn het tot 1932. Dit is gevolg deur 52 volumes van die "Onderstepoort Journal". Tans bestaan elke volume uit vier nommers wat teen R10 per kopie of R40 per jaar plus AVB binnelands en R12,50 per kopie of R50 per jaar buitelands van bogenoemde adres posvry verkrygbaar is (lugposbestellings: R15 per kopie of R60 per jaar).

Direkteure van laboratoriums ens. wat begerig is om publikasies om te ruil moet in verbinding tree met die Direkteur, Navorsingsinstituut vir Veeartsenykunde, Pk. Onderstepoort, 0110, Republiek van Suid-Afrika.

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# Important

Please acquaint yourself thoroughly with the  
**“Conditions for Publication”**  
of legal notices in the Government Gazette, as  
well as the new tariffs in connection therewith

**See List of Fixed Tariff Rates and Conditions on  
front inner pages**



# Belangrik

Maak uself deeglik vertrouud met die  
**“Voorwaardes vir Publikasie”**  
van wetlike kennisgewings in die Staatskoerant,  
asook met die nuwe tariewe wat daarmee in  
verband staan

**Sien Lys van Vaste Tariewe en Voorwaardes op  
voorste binnebladsye**