REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

Staatskoerant
Government Gazette

Vol. 341 PRETORIA, 12 NOVEMBER 1993 No. 15252

WETLIKE KENNISGEWINGS

LEGAL NOTICES

B

GEREGTELIKE EN ANDER OPENBARE VERKOPE

SALES IN EXECUTION AND OTHER PUBLIC SALES

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
BESIGHEIDSKENNISGEWINGS	26,80
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	11,20
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9	22,50
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE—slegs in die buitengewone *Staatskoerant,* sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	6,60
VERLORE LEWENSVERSEKERINGSPOLISSE: 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.)	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	102,80
Openbare veilings, verkope en tenders:	
Tot 75 woorde	31,30
76 tot 250 woorde	80,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	129,70
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 lederegisters 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
Geregtelike besture, *kurator bonis* en soortgelyke en uitgebreide bevele *nisi*	178,80
Verlenging van keerdatum	22,50
Tersydestelling en afwysings van aansoeke (J 158)	22,50

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

Standardised notices	*Rate per insertion* R
ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	11,20
BUSINESS NOTICES	26,80
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	22,50
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL	13,50
UNCLAIMED MONEYS—only in the extraordinary *Government Gazette,* closing date 15 January (per entry of "name, address and amount")	6,60
Non-standardised notices	
COMPANY NOTICES:	
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
LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	40,30
LIQUOR LICENCE NOTICES in extraordinary *Gazette:*	
All provinces appear on the first Friday of each calendar month	38,10
(Closing date for acceptance is two weeks prior to date of publication.)	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations	67,10
Reductions or changes in capital, mergers, offer of compromise	178,80
Judicial managements, *curator bonus* and similar and extensive rules *nisi*	178,80
Extension of return date	22,50
Supersessions and discharge of petitions (J 158)	22,50
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
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

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:

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:

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

VOORWAARDES VIR PUBLIKASIE
CONDITIONS FOR PUBLICATION

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

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.

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 kansellasies 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.

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.

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 familiename moet duidelik leesbaar wees en familiename 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 ONGEKANSELLEERDE 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.

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.

(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 ongekanselleerde inkomsteseëls betaal is nie.

13. *By kansellasie 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.

(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.

BEWYS VAN PUBLIKASIE

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

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.

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 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 AANKONDIGING

Sluitingstye ***VOOR VAKANSIEDAE*** *vir*

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS 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

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

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

GEREGTELIKE VERKOPE · SALES IN EXECUTION

TRANSVAAL

Saak 10093/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Swawaneng Johannes Makwale,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogenoemde Agbare Hof, gedateer 10 Augustus 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 3 Desember 1993 om 11:00, voor die Landdroskantoor, Cullinan, aan die hoogste bieder:

'n Reg van huurpag ten aansien van Erf 71, in die dorpsgebied Refilwe, Registrasieafdeling JR, Transvaal, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL 48272/90, geleë te Erf 71, Refilwe, distrik Cullinan.

Verbeteringe: 'n Klinkerwoning met teëldak bestaande uit drie slaapkamers, sitkamer, badkamer en kombuis.

Voorwaardes: Die volledige voorwaardes van verkoping wat deur die Balju onmiddelik voor die verkoping uitgelees sal word lê ter insae by die Balju vir die Hooggeregshof, Cullinan, Corneliusstraat 41, Bronkhorstspruit.

Geteken te Pretoria op hede die 19de dag van Oktober 1993.

J. C. Louw, vir De Wet Du Plessis, Prokureurs vir Eiser, Parkstraat 825, Sunnyside, Pretoria. (Tel. 34-44320/7.) (Verw. J. Louw/AdJ/D9510.)

Case 2286/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Headrick Motorworld CC,** Plaintiff, and **Dirk Hendrik Grobler,** First Defendant, and **Stanfield Hills Investments (Pty) Ltd,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve will be held by the Sheriff of Bethal at the Magistrate's Office, Mark Street, Bethal, on 26 November 1993 at 10:00, of the undermentioned property of the First Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, prior to the sale:

Certain Stand 1585, Bethal, Extension 5 Township, Registration Division IS, Transvaal, known as 41 Nerine Street, Bethal, Transvaal, measuring 1 522 (one five two two) square metres, held under and by virtue of Deed of Transfer T84152/1991.

The following further information is furnished, although in this respect nothing is guaranteed:

Improvements: A modern dwelling-house of approximate size 260 (two hundred and sixty) square metres together with a garage of approximately 56 (fifty-six) square metres under same roof. Facebrick walls, tiled roof, carpeted floors together with tiles, pine and plaster ceiling, walled property, paving, sitting room, dining-room, modern kitchen, four bedrooms, one en suite and separate bathroom, all improvements have been done in the approximately the last three to five years and the house is situated in a good residential area;

Reserve price: Without reserve;

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 bank or building society or other guarantee, acceptable to the Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days from the date of sale;

Autioneer's charges: 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 (twenty thousand rand) and thereafter 3% (three per centum) on the balance, subject to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R50 (fifty rand).

Dated at Pretoria on this the 12th day of October 1993.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Avvakoumides/co/E29.)

Saak 1083/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Leonard L J,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof, gedateer 4 Oktober 1993, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 3 Desember 1993 om 10:00, te Krugerstraat, Bronkhorstspruit, geregtelik verkoop sal word, naamlik:

Erf 905, geleë in die dorp Bronkhorstspruit, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T3227/90, ook bekend as Gemsbokstraat 15, Bronkhorstspruit, en neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Cornelisstraat 41, Bronkhorstspruit, ter insae lê en behels onder andere die volgende:

1. Tien per centum (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Bronkhorspruit op hede die 21ste dag van Oktober 1993.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Bronkhorstspruit; Posbus 160, Bronkhorstspruit, 1020. [Tel. (01212) 2-0057/8/9.) (Verw. VEO/P171.)

Case 12118/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Edward Mokaye,** First Defendant, and **Tankiso Lilly Mokaye,** Second Defendant

Kindly take notice that pursuant to a judgment granted on 25 November 1992, and warrant of execution dated 21 January 1993, the following property will be sold in execution on 8 December 1993 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendants right, title and interest in the leasehold in respect of Erf 6202, Etwatwa, Extension 3 Township, Registration Division IR, Transvaal.

Improvements: Single storey brick under asbestos, lounge, two bedrooms, kitchen, bathroom, toilet and wire fence, known as Erf 6202, Etwatwa, Extension 3, Daveyton.

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 Courts Office, Benoni.

Dated at Benoni on this the 21st day of October 1993.

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1032.)

Saak 8750/91

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

In die saak tussen **Bankorp Beperk,** Eiser, en **Abraham Christiaan de Lange,** Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 21 September 1992 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 3 Desember 1993 om 11:00, by die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) aan die hoogste bieder verkoop word:

Sekere Gedeelte 145 ('n gedeelte van Gedeelte 4) van die plaas Honingnestkrans 269, geleë in die Registrasieafdeling JR, Transvaal, beter bekend as Plot 145, Honingnestkrans, groot 21,4231 (een-en-twintig komma vier twee drie een) hektaar, gehou kragtens Titelakte T17309/87.

Die eiendom word beskryf as 'n plot met woonhuis geleë te Plot 145, Honingnestkrans.

Geen waarborgonderneming word gegee met betrekking tot die aard van die verbeterings wat as volg beskryf word:

Die wesenlike verkoopvoorwaardes is:

(a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.

(b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Landdroshof, Wonderboom.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragkostes, oordragbelasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.

(d) Die koper moet 'n deposito van 10% van die koopprys kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se Prokureur goedgekeur is, die waarborg aan die Balju van die Landdroshof, Wonderboom binne veertien (14) 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, Landdroshof, Wonderboom.

Geteken te Pretoria-Noord op die 13de dag van Oktober 1993.

C. F. Hugo, vir Van der Walt & Hugo, Prokureur vir Eiser, Grondvloer, Mediese Sentrum, Burgerstraat, Pretoria-Noord. (Tel. 456-3014/5.) (Verw. mnr. Hugo/S.2559/KC.)

Case 16474/93
PH 140

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Horlacher, Otto,** Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed hereunder will be sold in execution on 30 November 1993 at 10:00, at the 9 Elna Randhof, corner of Selkirk Road and Blairgowrie Drive, Blairgowrie, Randburg, to the highest bidder:

Erf 358, Jukskeipark Township, Registration Division IQ, Transvaal, in extent 2 229 (two thousand two hundred and twenty-nine) square metres, held under Deed of Transfer T84084/1991, situated at 26 Jeweel Street, Jukskeipark, Randburg.

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

Improvements: Residential dwelling with outbuildings.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 16% (sixteen per cent) per annum, shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, 9 Elna Randhof, corner of Selkirk Road and Blairgowrie Drive, Blairgowrie, Randburg.

Dated at Johannesburg on this the 11th day of October 1993.

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) (Ref. N5567 (SAGE)/Mr Orelowitz/ab.)

Case 81/92

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Van der Walt, Petrus Jacobus,** Defendant

Kindly take notice that pursuant to a judgment granted on 2 April 1992, and warrant of execution dated 9 April 1992, the following property will be sold in execution on 8 December 1993 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 776, Crystal Park Extension 1 Township, Registration Division IR, Transvaal, measuring 896, (eight hundred and ninety-six) square metres.

Improvements: Single storey under tile, lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, single garage and walled, known as 68 Heilbron Street, Crystal Park, Benoni.

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's Office, Benoni.

Dated at Benoni on this 25th day of October 1993.

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N967.)

Saak 181/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Standard Bank van Suid-Afrika,** Eiser, en **Wannenburg Trust,** Verweerder

Kragtens uitspraak van die Landdroshof vir die distrik Vanderbijlpark, gedateer 2 Julie 1993, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendomme op Vrydag, 26 November 1993 om 10:00, in eksekusie deur die Balju, Landdroshof, Vanderbijlpark, aan die hoogste bieder verkoop:

1. Hoewe 213, Vaal View-landbouhoewes, distrik Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 2,1241 vierkante meter.

2. Gedeelte 13 ('n gedeelte van Gedeelte 7 van die plaas Van Wyk 584), distrik Vanderbijpark, Registrasieafdeling IQ, Transvaal, groot 2,0000 vierkante meter.

3. Resterende Gedeelte van Gedeelte 7 van die plaas Van Wyk 584, distrik Vanderbijlpark, Registrasieafdeling IQ, Transvaal, groot 2,5653 vierkante meter.

Die volgende inligting word onder die aandag van die voornemende koper (kopers) gebring, maar niks word gewaarborg nie:

Beskrywing:

1. *Hoewe 213:* Die is 'n kaal hoewe.

2. *Gedeelte 13:* Vier bachelor-enkelkamerwoonstelle met badkamers en boorgat.

3. *Resterende Gedeelte van Gedeelte 7:* Dubbelverdieping, grasdakwoonhuis, drie slaapkamers, sitkamer, eetkamer en kombuis, woonkamer en twee badkamers, twee buitekamers en enkelmotorhuis.

Die eiendom word verkoop onderhewig aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van die verbandhouers en ander preferente krediteure.

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 die transport in die naam van die koper, vry van kommissie, in 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 die verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Vanderbiljpark, 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, Vanderbijlpark, en by die Eiser se prokureurs en sal deur die Balju voor die verkoping uitgelees word. Adres van die Balju is Eerste Verdieping, Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark.

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

Geteken te Vanderbijlpark hierdie 21ste dag van Oktober 1993.

W. H. J. van Rensburg, vir Borcherds & Van Rensburg, Prokureurs vir Eiser, Pasteurhof, hoek van Pasteur en Hertz Boulevard, Posbus 186, Vanderbijlpark. [Tel. (016) 31-1644.) (Verw. mej. Bacchus: D83374.)

Saak 4985B/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **C. S. van der Walt,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie, gedateer 23 Maart 1993 sal die onderstaande eiendom op 1 Desember 1993 om 10:00, te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 738, geleë in die dorpsgebied Wingate Park Extension 1, Registrasieafdeling JR, Transvaal, bekend as Benkamma-Oord 25, Wingate Park.

Beskrywing: Onbeboude erf.

Verbandhouer: NBS, Pretoriusstraat 101, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Oos, Strubenstraat 142, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 28ste dag van Oktober 1993.

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

Saak 39497/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **Lynnwood Clinic (Pty) Ltd,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie, gedateer 28 Julie 1993 sal die onderstaande eiendom op 1 Desember 1993 om 10:00, te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 1 van Erf 18, geleë in die dorpsgebied Brooklyn, Registrasieafdeling JR, Transvaal, bekend as Lynnwoodweg 51, Brooklyn.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV kamer, twee toilette, twee badkamers, vier slaapkamers, studeerkamer, twee motorhuise, twee bediendekamers en toilet.

Verbandhouers: Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Oos, Strubenstraat 142, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 28ste dag van Oktober 1993.

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

Case 12718/92

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

In the matter between **Germiston City Council,** Plaintiff, and **C. P. Mare,** Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and writ of execution, dated 9 July 1993 the property listed herein will be sold in execution on Monday, 6 December 1993 at 10:00, at the offices of the Sheriff, Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 124, Wychwood Township, Registration Division IR, Transvaal, situated at 47 Price Road, Wychwood, Germiston, measuring 1 171 square metres.

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

Improvements: Lounge, dining-room, three bedrooms, kitchen, bathroom, toilet, two garages, tile roof, pre-cast walling.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff, Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Magistrate's Court, Germiston.

Dated: 28 October 1993.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. COLL/WM.)

Saak 65/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Bankorp Beperk,** handeldrywende as Trustbank, Eiser, en **C. J. F. Meyer,** Verweerder

Geliewe kennis te neem dat die volgende woorde wat deel van die erfbeskrywing op die verkoopvoorwaardes en die kennisgewing van verkoping is gedateer 15 Oktober 1993 naamlik:

Beverleystraat 86, Ferryvale, Nigel, geskrap word.

Neem verder kennis dat die korrekte en volledige erfbeskrywing as volg is: Hoewe 155, Hallgate-landbouhoewes-uitbreiding 1.

Gedateer te Alberton op hede die 1ste dag van November 1993.

L. F. van Deventer, vir Badenhorst-Malan, Prokureurs vir Eiser, p.a. Trustbank, Nuwe Besigheidsentrum, hoek van Eerste en Kerkstraat, Nigel. (Tel. 907-2121/2.) (Verw. ICS/IW/T362/92.)

Saak 3595/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Hendrik Willem Stapelberg,** Eerste Verweerder, en **Elizabeth Magrietha Stapelberg,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 12 Oktober 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Desember 1993 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2938-uitbreiding 6, Secunda, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal, groot 1 100 (een een nul nul) vierkante meter.

Adres: Olive Schneiderstraat 21, Secunda.

Beskrywing van eiendom: Drie slaapkamers, kombuis, eetkamer, een en 'n half badkamers en sitkamer.

Geteken te Secunda op hede hierdie 26ste dag van Oktober 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 3673/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **William Boldt Carelse,** Eerste Verweerder, en **Catharina Regina Jacoba Carelse,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 24 Oktober 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Desember 1993 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaarde soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 202, Secunda, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal, groot 720 (sewe twee nul) vierkante meter:

Adres: Van Mellestraat 17, Secunda.

Beskrywing van eiendom: Drie slaapkamers, kombuis, eetkamer, een en 'n half badkamers, sitkamer en familiekamer.

Geteken te Secunda op hede hierdie 26ste dag van Oktober 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 3671/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Rodeon Eiendomstrust** (T11964/90), Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 5 Oktober 1993 en 'n lasbrief vir eksekusie, in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Desember 1993 om 11:00, te Erf 1416, Readingweg 2, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 1416-uitbreiding 2, Evander, geleë in die dorp Evander, Registrasieafdeling IS, Transvaal, groot 1 963 (een nege ses drie) vierkante meter.

Adres: Readingweg 2, Evander.

Geteken te Secunda op hede hierdie 26ste dag van Oktober 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Case 5048/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Molefe Solomol Makhasane,** First Defendant, and **Beatrice Thembani Makhasane,** Second Defendant

On 26 November 1993 at 11:15 the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 7330, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7330 Vosloorus Extension 9, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, dining-room, lounge and outbuildings comprisinge garage.

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 25th day of October 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00877.)

Case 19291/93
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 **Thulsie, Ashwinn,** Execution Debtor, and **Thulsie, Meenoo,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 3 December 1993 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 136, situated in the Township of Brakpan-Noord, Registration Division IR, Transvaal, being 16 Kirkpatrick Street, Brakpan North, Brakpan, measuring 850 (eight 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, three bedrooms, two bathrooms with outbuildings with similar construction comprising of carport, 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 25th day of October 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/cb.)

Saak 407/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Willem Adriaan van Jaarsveld Vermeulen,** Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 9 September 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 1 Desember 1993 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 3905, Uitbreiding 8, Secunda, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal, groot 980 (nege agt nul) vierkante meters.

Adres: Bloubergstraat 20, Secunda.

Beskrywing van eiendom: Vier slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, twee motorhuise, familiekamer.

Geteken te Secunda op hede hierdie 26ste dag van Oktober 1993.

A. J. G. Vijoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 12188/92

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

In die saak tussen **NBS Bank Beperk,** voorheen bekend as Natal Bouverenging Beperk (Reg. No. 87/01384/06), Eiser, en **T. A. Human,** Eerste Verweerder, en **H. R. Human,** Tweede Verweeder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 7 September 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 2 Desember 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 319, dorpsgebied Cresslawn, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 041 (een duisend 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, twee toilette, kombuis, twee badkamers, vyf slaapkamers, studeerkamer, eetkamer, familie-/tv kamer. *Buitegeboue bestaan:* Swembad, twee motorhuise en woonstel. Eiendom gedeeltelik omhein.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien per centum) 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 26ste dag van Oktober 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard (Ingelyf), Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/N717/CDN422.)

Saak 4726/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **NBS Bank Beperk ,** Eiser, en **L. J. Motopela,** Eerste Verweerder, en **M. F. Motopela,** Tweede Verweerder

Ingevolge die uitspraak van die Landdros van Middelburg, Transvaal, en lasbrief tot geregtelike verkoping gedateer 13 Oktober 1993, sal die ondervermelde eiendom verkoop word op 10 Desember 1993 om 10:00, te die Landdroskantoor, Middelburg.

Erf 3094, geleë in die dorpsgebied Mhluzi, distrik Middelburg, groot 318 (driehonderd en agttien) vierkante meter, gehou kragtens Akte van Transport T23126/93.

Die eiendom bestaan uit 'n tweeslaapkamer, teëldak woonhuis met volvloermatte, sitkamer , woonkamer, badkamer, kombuis en ten volle omhein.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die prokureur vir die Eiser, asook die Balju, Middelburg, gesien word.

Datum: 25 Oktober 1993.

H. F. Brauckmann, vir Verster & Brauckmann, Prokureur vir Eiser, Posbus 414, Middelburg, 1050. [Tel. (0132) 43-1033/2/4/5/7.)

Case 5853/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Monica Makhiva,** Defendant

On 26 November 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 133, Vosloorus, Extension 4, Registration Division IR, Transvaal, situated at 133 Vosloorus Extension 4, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen and lounge. Outbuildings comprising N/A.

1. The sale shall be without reserve, and the property shall, subject tot he 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 current lending rates on transfer, to be secured by acceptable guarantees within 14 (fourteen) 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 25th day of Oktober 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00898.)

Case 4483/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Themba Salbert Qwabe,** First Defendant, and **James David Silinda,** Second Defendant

On 26 November 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 1216, Vosloorus, Extension 3, Registration Division IR, Transvaal, situated at 1216 Vosloorus, Extension 3, Vosloorus, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms bathroom, lounge, kitchen and outbuildings comprising N/A.

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 of transfer, to be secured by acceptable guarantees within 14 (fourteen) 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 of 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 25th day of October 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H412.)

Saak 2525/93

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

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **H. M. Willemse,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros Pretoria en 'n lasbrief vir eksekusie gedateer 19 Augustus 1993 sal die onderstaande eiendom op 3 Desember 1993 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule, ou Warmbadpad, Bon Accord) geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van Erf 92, geleë in die dorpsgebied Montanapark-uitbreiding 12, Registrasieafdeling JR, Transvaal, bekend as Braam Pretoriusstraat 773, Montana Park.

Beskrywing: Onbeboude erf.

Verbandhouer(s): Volkskas, van der Waltstraat 230, 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 Maule, ou Warmbadpad, Bon Accord).

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 26ste dag van Oktober 1993.

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

Saak 6370/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trust bank, Eiser, en **Rene Joseph Gislain Ettienne,** Eerste Verweerder, en **Monique Glilbert Ettienne,** Tweede Verweerder

Ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 4 Mei 1993, sal die ondergenoemde eiendom in eksekusie verkoop word sonder reserwe aan die hoogste bieër deur Libra Afslaers, te die perseel van Plot 44, Spaarwater, op 30 November 1993 om 10:30:

Beskrywing van eiendom:

Erf: Hoewe 44, geleë in Spaarwater-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 1,1153 (een een een vyf drie) hektaar, soos gehou kragtens Transportakte T7059/1986, geleë te Plot 44, Spaarwater.

Verbeteringe: Geen waarborg egter ten opsigte hiervan gegee nie.

'n Baksteen gebou met sinkdak geheel omhein met draad, kombuis, eetkamer, sitkamer, drie slaapkamers, badkamer met toilet, dubbel motorhuis en ingeboude kaste.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan artikel 66 van die Landdroshofwet, Wet No. 32 van 1944.

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 20% (twintig persent) per jaar op die vonnisskuld vanaf 2 Julie 1993 tot datum van registrasie van transport.

3. Die koopprys sal as volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes, betaalbaar aan Balju Springs.

(b) die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant, of verseker deur 'n bank/of bougenootskapwaarborg, sodanige betaling en/of waarborg moet verskaf word aan die Balju.

4. Die voorwaardes van verkoping wat uitgelees sal word deur Libra Afslaers onmiddellik voor die geregtelike verkoping, sal by sy kantore ter insae lê, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Gedateer te Springs op hede die 25ste dag van Oktober 1993.

C. I. Hitchinson, vir J. R. du Plessis & Burger, Prokureurs vir Eiser, Eerste Verdieping, Alliedgebou, Vyfde Laan, Posbus 880, Springs. (Verw. Hitchinson/fn/TX86.)

Saak 2719/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trust Bank, Eiser, en **R. Smith,** Eerste Verweerder, en **M. B. Smith,** Tweede Verweerder

Ingevolge 'n vonnis en lasbrief vir eksekusie gedateer 12 Julie 1993, sal die ondergenoemde eiendom in eksekusie verkoop word sonder reserwe aan die hoogste bieër deur Libra Afslaers, te die perseel van Basaltstraat 1, Dersley Park, Springs, op 30 November 1993 om 12:00:

Beskrywing van eiendom:

Erf: Erf 533, Dersley-dorpsgebied, Registrasieafdeling, IR, Transvaal, groot 902 (negehonderd en twee) vierkante meter, soos gehou kragtens Transportakte T46259/1987, geleë te Basaltstraat 1, Dersley Park, Springs.

Verbeteringe: Geen waarborg egte ten opsigte hiervan gegee nie: 'n Baksteen gebou met teëldak, drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis en familie kamer.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan artikel 66 van die Landdroshofwet, Wet No. 32 van 1944.

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 16,75% (sestien komma sewe vyf persent) per jaar op die vonnisskuld vanaf 20 Februarie 1993 tot datum van registrasie van transport.

3. Die koopprys sal as volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes, betaalbaar aan Balju Springs.

(b) die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant, of verseker deur 'n bank/of bougenootskap-waarborg, sodanige betaling en/of waarborg moet verskaf word aan die Balju.

4. Die voorwaardes van verkoping wat uitgelees sal word deur Libra Afslaers onmiddellik voor die geregtelike verkoping, sal by sy kantore ter insae lê, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Gedateer te Springs op hede die 25ste dag van Oktober 1993.

C. I. Hitchinson, vir J. R. du Plessis & Burger, Prokureurs vir Eiser, Eerste Verdieping, Alliedgebou, Vyfdelaan, Posbus 880, Springs. (Verw. Hitchinson/fn/TB624.)

Saak 2194/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Khetani Frank Mabasa,** Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein op 10 September 1993, en 'n lasbrief vir eksekusie gedateer 13 September 1993, sal die volgende eiendom op 26 November 1993 om 14:15, te die Landdroskantoor, Pollockstraat-ingang, Randfontein, aan die hoogste bieder verkoop word:

Erf 4351, Mohlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, titelakte TL8627/1990, ook bekend as Rakalestraat 1586, Mohlakeng-uitbreiding 3, Randfontein, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie: *Woonhuis bestaande uit:* Sitkamer, drie slaapkamers, kombuis, eetkamer en badkamer. Geen buitegeboue nie.

Verkoopvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reels daarkragtens uitgevaardig en die titelvoorwaardes insoverre 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 nòg die Balju nòg die Vonniskuldeiser sal aanspreeklik gehou word vir enige gebreke, latent 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 26ste dag van Oktober 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 4117/92

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 **Tshepho Charles Mokoena,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 26 May 1992, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 December 1993 at 11:15, in front of the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of:

Certain Site 7043, Vosloorus, Extension 9, situated on 7043, Tsese Crescent, in the Township of Vosloorus, Extension 9, District of Boksburg, measuring 367 (three hundred and sixty-seven) square metres.

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

Building built of brick, paint and plaster, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 27th day of October 1993.

Hammond Pole & Dixon, Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Pierce/M2110P.)

Case 42/93

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Limited, (Reg. 87/01384/06), Plaintiff, and **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 June 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 13112, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on 13112, Vosloorus Extension 23, in the Township of Vosloorus, Extension 23, District of Boksburg, measuring 405 (four hundred and five) square metres.

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

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 25th day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7511/Mrs Pierce.)

Case 126/93

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Limited, (Reg. No. 87/01384/06), Plaintiff, and **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 28 June 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highsest bidder:

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

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 27th day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7514/Mrs Pierce.)

Saak 1772/93

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

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **L. Pretorius,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 6 Mei 1993, sal die onderstaande eiendom op 3 Desember 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 bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: Gedeelte 1 van Erf 164, geleë in die dorpsgebied Wolmer, Registrasieafdeling JR, Transvaal, bekend as Broodrykstraat 439, Wolmer.

Beskrywing: Woonhuis bestaande uit: Sitkamer, kombuis, toilet, badkamer, drie slaapkamers, motorhuis en bediende toilet. *Verbandhouers:* United, Pretoriusstraat 243, 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 per centum) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur, en wat betaalbaar moet wees ten registrasie van transport in die koper se naam.

Gedateer te Pretoria on hierdie 26ste dag van Oktober 1993.

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

Saak 12236/92

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Ngwanamadima Simon Thobejane,** Eerste Vonnisskuldenaar, en **Sarah Nonsizi Nkosi,** Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 22 Februarie 1993, sal die volgende eiendom verkoop word in eksekusie op 2 Desember 1993 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 305, Esiziba-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 305, Esiziba, grootte 224 (tweehonderd vier-en-twintig) vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig per centum) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju, van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18, Posbus 47, Kempton Park. (Tel. 975-4941.)

Saak 15709/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Hendrik Johannes Greeff,** getroud binne gemeenskap van goed met **Elizabeth Catherina Greeff,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 24 September 1993, sal die volgende eiendom verkoop word in eksekusie op 2 Desember 1993 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 517, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Dampad 13, Kempton Park-Wes, grootte 639 (seshonderd nege-en-dertig) vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig per centum) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van die Agbare Hof uitgelees word voor die verkoping en lê ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18, Posbus 47, Kempton Park. (Tel. 975-4941.)

Saak 15853/93

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

In die saak tussen **Saambou Bank Beperk,** Vonnisskuldeiser, en **Schalk Willem Jacobus Jacobs,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 24 September 1993, sal die volgende eiendom verkoop word in eksekusie op 2 Desember 1993 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik:

Eenheid 27, Blue Marlin, geleë te Kempton Park-dorpsgebied, asook uitsluitlike gebruiksgebied P24. Geleë te Woonstel 307, Blue Marlin, Longstraat, Kempton Park, grootte 85 (vyf-en-tagtig) vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Deeltiteleenheid.

3. Die koopprys is betaalbaar soos volg: 20% (twintig per centum) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18, Posbus 47, Kempton Park. (Tel. 974-4941.)

Case 7782/92

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Limited (Reg. No. 87/01384/06) Plaintiff, and **Ignatius Eddie Shongwe,** First Defendant, and **Mamusi Lettie Shongwe,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 26 November 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Site 970, Mabuya Park Township, Registration Division IR, Transvaal, situated on 267 Dubazana Street Rusloo, in the Township of Rusloo, District of Vosloorus, measuring 500 (five hundred) square metres.

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

Brick plaster and paint, lounge, dining-room, kitchen, three bedrooms, two bathrooms, single garage and fenced 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, Vosloorus.

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7440P/Mrs Pierce.)

Saak 2805/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Simon Jurgens Johannes Jacobus Bezuidenhout,** Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 22 September 1993, sal die ondervermelde eiendom geregtelik verkoop word op 3 Desember 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 372, Culemborgpark-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T2809/1977, bekend as Drakensteinstraat 17, Culemborgpark, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sement teëldak wat bestaan uit drie slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, familiekamer, die buitegeboue bestaan uit twee motorhuise en die erf is omhein met 'n betonmuur.

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

Voorwaardes: R5 700 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastings, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N586.)

Case 9504/93

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

In the matter between **ABSA Bank Limited** (United Bank Division) (86/04794/06), Plaintiff, and **Jose Maia Das Neves,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 27 September 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in Execution, on 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 450, Beyerspark Extension 6 Township, situated on 6 Erasmus Street, Beyerspark Extension 6, in the Township of Beyerspark Extension 6, District of Boksburg, measuring 898 (eight hundred and ninety-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, kitchen, three bedrooms, two bathrooms, scullery, two w.c.s', staff room, double garage 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 28th day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. AF6366/Mrs Teixeira.)

Case 17186/93
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 **Moleleki, Lekhotla Aaron,** 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, Vereenigisng, on 2 December 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: Erf 5364, situated in the Township of Ennerdale Extension 12, Registration Division IQ, Transvaal, being 38 Loam Street, Ennerdale Extension 12, Vereeniging.

Measuring: 483 (four hundred and eighty-three) 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 two bathrooms.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 29th day of October 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. Foreclosures/M657.)

Case 24377/93
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 **Ntsoane, Hoarihle Nelson,** 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 1 December 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, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain: Erf 320, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 73 Antelope Street, Roodekop, Alberton.

Measuring: 805 (eight hundred and five) 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, family room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of garage, servant's room, toilet and swimming-pool.

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

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

Dated at Johannesburg on this 29th day of October 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. Foreclosures/avb/N207.)

Saak 23936/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Moselane, Mabule Booitjie,** Eerste Verweerder, en **Moselane, Ntombi Johanna,** Tweede Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 2 Desember 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1136, Protea Glen-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 216 vierkante meter (ook bekend as Erf 1136, Protea Glen, Soweto).

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

Enkelverdiepingwoonhuis met sitkamer, twee slaapkamers, badkamer, toilet en kombuis.

Datum: 25 Oktober 1993.

D. H. Scholtz, vir De Villiers Scholtz, Tweede Verdieping, Saambou-gebou, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Saak 11017/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Maila Madikana Reuben,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 2 Desember 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1261, Protea Glen-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 216 vierkante meter (ook bekend as Erf 1261, Protea Glen, Soweto).

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

Enkelverdiepingwoonhuis met sitkamer, twee slaapkamers, badkamer, toilet en kombuis.

Datum: 25 Oktober 1993.

D. H. Scholtz, vir De Villiers Scholtz, Tweede Verdieping, Saambou-gebou, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 2 December 1993 at 10:00.

Nedcor Bank Limited, Execution Creditor.

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

Case 17351/93.

Judgment Debtors: **Colin & Lunne Christie.**

Property: Erf 621, Pomona Extension 3 Township, situate at 19 Vlei Street, Extension 3, Kempton Park, 1619.

Improvements: Dwelling-house consisting of three bedrooms, dining-room, family room, three servants' quarters, two bathrooms, kitchen, lounge and study.

Outbuildings consisting of four roof covers, swimming-pool, three carports and four driveways.

File Ref: LN3659.

L. J. van den Heever, for Schumann Van den Heever & Slabbert, Permanent Plaza, Voortrekker Street, Kempton Park. (Ref. LN3659.)

Saak 2645/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Molifi Mark Legote,** Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 31 Augustus 1992, sal die ondervermelde eiendom geregtelik verkoop word op 3 Desember 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 3798, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 315 vierkante meter, gehou kragtens Sertifikaat van Eienaarskap TE609/1992 bekend as Erf 3798, Mohlakeng-dorpsgebied, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sement teëldak wat bestaan uit drie slaapkamers, badkamer met aparte toilet, kombuis, gekombineerde sit/eetkamer, daar is geen buitegeboue en die perseel is omhein met draad.

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

Voorwaardes: R6 800 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastings, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N443.)

Saak 2261/92

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

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **P. J. Selolo,** Eerste Verweerder, en **P. J. Selolo,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 7 Mei 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 2 Desember 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 870, Dorpsgebied Maokeng-uitbreiding 1, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 307 (driehonderd-en-sewe) 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 buitegeboue bestaan nie.

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

Gedateer te Kempton Park op hierdie 25ste dag van Oktober 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees & Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/S984/CDS078.)

Case 6267/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Barbara Groenewald,** Plaintiff, and **Michael David Groenewald,** Defendant

In pursuance of a judgment of the Magistrate's Court at Kempton Park and writ of execution dated 7 July 1992 the property listed herein will be sold in execution on Thursday, 2 December 1993 at 10:00, at the offices of the Sheriff Magistrate's Court, at 8 Park Street, Kempton Park, to the highest bidder:

Erf 1323, Birch Acres Extension 3, Registration Division IR, Transvaal, measuring 1 012 square metres, held by Deed of Transfer T79260/1991.

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

Improvements:

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff Magistrate's Court, 8 Park Street, Kempton Park.

P. Rademan, for Wright, Rose-Innes, Attorneys for Plaintiff, First Floor, Kempen Building, 22 Pine Avenue, corner of Pine Avenue and Voortrekker Street, Kempton Park. (Tel. 975-7028/9.) (Ref. Colls/Mrs Scholten/B224/93.)

Case 9037/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Incledon Johannesburg (Pty) Limited,** Plaintiff, and **Remacon CC,** First Defendant, and **Lesiba Richard Lamola,** Second Defendant

In pursuance of a judgment of the Magistrate's Court at Kempton Park and writ of execution dated 27 November 1992, the property listed herein will be sold in execution on Thursday, 9 December 1993 at 10:00, at the offices of the Sheriff Magistrate's Court, at 8 Park Street, Kempton Park, to the highest bidder:

Erf 515, Tlamatlama, Registration Division IR, Transvaal, measuring 286 square metres, held by Deed of Transfer TL36514/1986.

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

Improvements:

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff Magistrate's Court, 8 Park Street, Kempton Park.

P. Rademan, for Wright, Rose-Innes, Attorneys for Plaintiff, First Floor, Kempen Building, 22 Pine Avenue, corner of Pine Avenue and Voortrekker Street, Kempton Park. (Tel. 975-7028/9.) (Ref. Colls/Mrs Scholten/B377/92.)

Saak 25211/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Mhlahlo Ntsikelelo Richard,** Eerste Verweerder, en **Mhlahlo Ntombikayise Leonorah,** Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 2 Desember 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1406, Turffontein-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 vierkante meter (ook bekend as Stantonstraat 38, Turffontein).

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

Enkelverdiepingwoonhuis met ingangsportaal, sitkamer, drie slaapkamers, kombuis, badkamer, toilet, solder en motorhuis.

Datum: 25 Oktober 1993.

D. H. Scholtz, vir De Villiers Scholtz, Saambougebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Case 18940/93
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 **Palyvos, Constantinos,** 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, Randburg, on 30 November 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain: Erf 3007, situated in the Township of Randpark Ridge Extension 41, Registration Division IQ, Transvaal, being 45 Waboom Street, Randpark Ridge Extension 41, Randburg, measuring 920 (nine hundred and twenty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, bar, three bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage.

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 25th day of October 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. Foreclosures/avb/P197.)

Saak 1630/93

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **Nedcor Bank Beperk** (Reg. No. 51/00009/06), Eiser, en **William Linda Ndlovu,** Eerste Verweerder, en **Nomqibelo Herminah Ndlovu,** Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdros te Standerton, en lasbrief vir eksekusie tot geregtelike verkoping gedateer 17 September 1993, sal die ondervermelde onroerende eiendom op 1 Desember 1993 om 10:00, te die Balju se kantoor, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 26 van Erf 2373, geleë in die dorp Sakhile, Registrasieafdeling IS, Transvaal.

Steenhuis met teëldak, twee slaapkamers, badkamer, toilet, sitkamer en kombuis.

Die verkoopvoorwaardes lê ter insae by die Balju te Caldedonstraat 17, Standerton. Die basiese verkoopvoorwaardes is kortliks die volgende:

1. 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

2. Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.

3. Besit en okkupasie sal aan die Koper verleen word 30 (dertig) dae na betaling van deposito of by betaling van die volle koopsom, welke gebeurtenis ook al eerste mag plaasvind.

Geteken te Standerton op hede die 22ste dag van Oktober 1993.

H. J. Langeveldt, vir Van den Berg Nel & Langeveldt Ing., Samuel Seigel, Berlane Kamers, Posbus 73, Standerton. (Verw. HJL/cn/1567.)

Saak 10253/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Secfin Bank Beperk,** Eiser, en **Gerhardus Paulus du Preez,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 3 Desember 1993 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere: Gedeelte 89 ('n gedeelte van Gedeelte 84), van die plaas Klipdrift 90, Registrasieafdeling JR, Transvaal, geleë aan die oostelike kant van die N1, naby Hammanskraal, grootte 21,4133 ha (twee een komma vier een drie drie) hektaar.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

Hoofgebou: Enkelverdiepingwoonhuis met ses vertrekke, kombuis, twee badkamers en waskamer.

Buitegeboue: Bediendekamer, stoorkamer, varkhokke, hoenderhokke en stalle, boorgat.

Konstruktueer: Siersteen met IBR (sink).

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 22ste dag van Oktober 1993.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/S472.)

Saak 10253/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Secfin Bank Beperk,** Eiser, en **Gerhardus Paulus du Preez,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 3 Desember 1993 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere: Gedeelte 86 ('n gedeelte van Gedeelte 84), van die plaas Klipdrift 90, Registrasieafdeling JR, Transvaal, geleë aan die Oostelike kant van die N1, naby Hammanskraal, grootte 21,4156 ha (twee een komma vier een vyf ses) hektaar.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

Hoofgebou: Enkelverdieping plaashuis.

Buitegeboue: Geen buitegeboue. Boorgate.

Konstruktueer: Siersteen met platdak (sink).

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank of bougenootskap of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 22ste dag van Oktober 1993.

Botha Moll en Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/S472.)

Saak 2427/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Die Stadsraad van Brits,** Eksekusieskuldeiser, en **G. F. T. Teessen,** Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 3 Desember 1993 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 2431, geleë in die Brits-dorpsgebied-uitbreiding 22, Registrasieafdeling JQ, Transvaal, groot 982 vierkante meter, bekend as Dikariastraat 6, Brits.

Verbeterings: 'n Baksteenwoning bestaande uit twee slaapkamers, sitkamer, eetkamer, kombuis en badkamer, maar kan nie gewaarborg word nie.

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

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Ludorfstraat 46, Brits, ter insae lê.

Geteken te Brits op hede die 26ste dag van Oktober 1993.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. RVO:FP:ST701/AQ0123.)

Saak 15726/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Gustavus Hendrik Bester,** Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 3 Desember 1993 om 11:00, by die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 14 September 1993, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord):

Prenor Parkwoonstelle 302, Britsstraat 489, Pretoria-Noord, met aktesbeskrywing:

(a) Deel 12, soos getoon en meer volledig beskryf op Deelplan SS122/85, in die gebou of geboue bekend as Prenor Park, ten opsigte van die grond en gebou of geboue geleë te Gedeelte van Erf 1120, in die dorp Pretoria-Noord, in die plaaslike bestuur Stadsraad Pretoria, waarvan die vloeroppervlakte volgens genoemde Deelplan 63 (ses drie) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnerningskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST65283/92 en verbind ten gunste van die Eiser onder Verbandakte SB70649/92.

Die eiendom bestaan uit twee slaapkamers, badkamer, kombuis, sit-/eetkamer en motorhuis.

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

Die verkoopprys sal soos volg wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju, en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balu binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 17,75% (sewentien komma sewe vyf persent) per jaar, en aan die verbandhouer teen 17,75% (sewentien komma sewe vyf persent) per jaar, op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verkoop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

Geteken te Pretoria op hede die 28ste dag van Oktober 1993.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/470/0.)

Case 11184/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Colin Robert Cramer,** 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 Sheriff of the Supreme Court for Springs at 56 12th Street, Springs, on Friday, 26 November 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 will lie for inspection at the offices of the Sheriff for Springs, at 56 12th Street, Springs, prior to the sale:

Certain Erf 379, Dersley Park Township, Registration Division IR, Transvaal, situated at 46 Cloverfield Road, Dersley Park, Springs, measuring 894 square metres, held by Deed of Transfer T6922/1986.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick plastered dwelling with tile roof consisting of six rooms, two bathrooms (m.e.s.), kitchen, double garage, laundry, office, toilet 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 bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale.

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

Dated at Johannesburg this 18th day of October 1993.

M. J. Boyce, for Cloete & Boyce, Plaintiff's Attorneys, 11th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 9030, Johannesburg, 2000. (Tel. 29-5231.) (Ref. Mr Boyce/EP C00961.)

Saak 669/93

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **Mev. M. D. Mostert,** Eiser, en **J. W. Moore,** Verweerder

In die opvolging van vonnis in die Landdroshof toegestaan op 2 September 1993, en daaropvolgende lasbrief vir eksekusie, sal die eiendom hieronder uiteengesit verkoop word aan die hoogste bieder op Vrydag, 26 November 1993 om 10:30, voor die Landdroskantore te Delmas:

Hoewe 107, geleë in Eloff Small Holdings, Registrasieafdeling IR, Transvaal.

Woonhuis met buitegeboue, ook bekend as Hoewe 107, Eloff Small Holdings.

Die voorwaardes van verkoop wat onmiddellik voor die verkoping gelees sal word, sal ter insae by die kantoor van die Balju vir die Landdroshof, Delmas, wees en kan of gelees word of verkry word by die kantoor van die prokureur van die Eiser hieronder genoem.

Gedateer te Delmas op die 25ste dag van Oktober 1993.

W. A. Theron, Vierde Straat 23, Posbus 14 en 1021, Delmas, 2210.

Case 669/93

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

In the matter between **Mrs M. D. Mostert,** Plaintiff, and **J. W. Moore,** Defendant

In the pursuance of a judgment in the Magistrate's Court, Delmas dated 2 September 1993 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 26 November 1993 at 10:30, at the Magistrate's Court, Delmas, to the highest bidder:

Plot 107, situated in Eloff Small Holdings, Registration Division IR, Transvaal.

Dwelling with outbuildings, also known as Plot 107, Eloff Small Holdings.

The conditions of sale will be read immediately before the sale, and will be for inspection at the office of the Sheriff of the Magistrate's Court, Delmas, or can be read or obtained at the office of the attorney for the Plaintiff named hereunder.

Dated at Delmas on this the 25th day of October 1993.

W. A. Theron, 23 Fourth Street, P.O. Box 14 and 1021, Delmas, 2210.

Saak 2471/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Moseki Petrus Wesinyana,** Eerste Verweerder, en **Baitsana Eliza Wesinyana,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 23 Maart 1993 sal die ondervermelde eiendom op Vrydag, 3 Desember 1993 om 10:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 497, geleë in die dorp Jouberton-uitbreiding 3, Registrasie-afdeling IP, Transvaal, groot 311 vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

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

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Enkelverdiepingwoning bestaande uit twee slaapkamers, badkamer, kombuis, sitkamer. *Buitegeboue:* Drie motorhuise.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 26ste dag van Oktober 1993.

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

Case 2017/91
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 **Barbara Gladys Nombulelo Kolisang,** Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 14 August 1991 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court-house, Fox Street, Johannesburg, to the highest bidder, on 10 December 1993 at 10:00:

Certain: A 99 year leasehold over Erf 9441, Orlando West Township, measuring 250 square metres, held under Certificate of Registration Grant of Leasehold TL47405/1988.

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, in so far as these are applicable.

2. The following improvements on the property is reported, but nothing is guaranteed:

A detached single storey building, consisting of plastered building under corrugated iron roofing, comprising of service area, bar, kitchen, male and female toilets, cold storage not electrically connected yet. Two outbuildings to be used as store-rooms and office respectively.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof together with interest thereon from date of sale to date of registration of transfer at the rate of 25% (twenty-five per centum) per annum, shall within thirty (30) 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 this 21st day of October 1993.

R. A. Krowitz, vir Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg, P.O. Box 2642. (Tel. 833-7901/2/3.) (Ref. R. A. Krowitz/wl/F.458.)

Saak 13289/93

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

In die saak tussen **Saambou Bank Beperk** (voorheen bekend as Saambou-Nasionale Bouvereniging Beperk) (Reg. No. 87/05437/06), Eiser, en **D. B. Nel,** Eerste Verweerder, en **B. H. Nel,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 17 Augustus 1993 word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 2 Desember 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Eenheid 27, Glen Marais View, geleë te Erf 1816-dorpsgebied Birchleigh-uitbreiding 15, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 58 (agt-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, teëldak, bestaande uit sitkamer, drie slaapkamers, badkamer, toilet en kombuis. Buitegebou bestaan uit oprit, motorhuis en die eiendom is omhein met mure.

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 27ste dag van Oktober 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees & Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/S1214/CDS211.)

Saak 1699/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Die Stadsraad van Brits,** Eksekusieskuldeiser, en **L. N. Fourie,** Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 3 Desember 1993 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere: Erf 1999, geleë in die dorpsgebied Brits-uitbreiding 18, Registrasieafdeling JQ, Transvaal, groot 720 vierkante meter, bekend as Kunenelaan 5, Brits.

Verbeterings: 'n Baksteenwoning bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en motorafdak maar kan nie gewaarborg word nie.

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

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Ludorfstraat 46, Brits, ter insae lê.

Geteken te Brits op hede die 26ste dag van Oktober 1993.

R. H. van Onselen, vir Jonker van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. RVO: FP: ST699/AQ0121.)

Case 22962/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Wellcome Isia,** First Defendant, and **Wellcome Rebecca Maureen,** Second Defendant

In execution of a judgment of the Supreme Court (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 Thursday, 25 November 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's offices, and read out prior to the sale:

Erf 721, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, measuring 337 (three hundred and thirty-seven) square metres, held by Deed of Transfer T37203/1988, situated at Erf 721, Ennerdale Extension 1 Township.

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

Dwelling, three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

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

Auctioneer's charges, payable on the date of sale, to be 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 7th day of October 1993.

Karolia - Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8) (Ref. HGMK/hk/7300.487.)

Case 21443/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Moodley Sivayanum,** First Defendant, and **Moodley Antoinette,** Second Defendant

In execution of a judgment of the Supreme Court (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 Thursday, 25 November 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's offices, and read out prior to the sale:

Erf 1034, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 405 (four hundred and five) square metres, held by Deed of Transfer T64676/1990, situated at Erf 1034, Zakariyya Park Extension 4 Township.

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

Dwelling three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

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

Auctioneer's charges, payable on the date of sale, to be 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 1st day of October 1993.

Karolia - Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8) (Ref. HGMK/hk/7300.508.)

Case 22961/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Laltoparsat Alikumar,** First Defendant, and **Laltoparsat Vimla,** Second Defendant

In execution of a judgment of the Supreme Court (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 Thursday, 25 November 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's offices, and read out prior to the sale:

Erf 891, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 482 (four hundred and eighty-two) square metres, held by Deed of Transfer T78218/1990, situated at Erf 891, Zakariyya Park Extension 4 Township.

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

Dwelling three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank or building society 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 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 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 October 1993.

Karolia - Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8) (Ref. HGMK/hk/7300.708.)

Case 8089/92

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

In the matter between **Nedcor Bank Limited,** and **Mrs S. N. Kumalo,** and **Mrs S. A. Kumalo**

In pursuance of a judgment in the Court of the Magistrate of Springs dated 31 November 1992, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 3 December 1993 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property (1): 203 kwaThema Extension 1, Springs, Registration Division IR, Transvaal, measuring 320 square metres.

Postal address: 15 Kodisang Street, kwaThema, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with iron roof, two bedrooms, lounge, kitchen and bathroom.

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

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

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

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

Dated at Springs on this the 20th day of October 1993.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/N92060.)

Saak 1436/92

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **ABSA Bank Bpk.,** handeldrywende as Allied Bank, Eksekusieskuldeiser, en **D. J. Reinecke,** Eerste Eksekusieskuldenaar, en **S. E. Reinecke,** Tweede Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Delmas, gedateer 1 September 1993, sal 'n eksekusie verkoping gehou word by die Landdroskantoor, Delmas, op 26 November 1993 om 10:00, van die ondervermelde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die Balju van die Landdroshof gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, voor die verkoping ter insae sal lê:

Erf 544, Delmas-uitbreiding 2, Registrasieafdeling IR, Transvaal, gehou kragtens Akte van Verband B65492/88.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis en buitegeboue.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank- of bougenootskap- of ander aanneembare waarborg binne 21 dae vanaf datum van die verkoping verskaf word. Vendukoste is betaalbaar deur die verkoper.

Geteken te Delmas hierdie 19de dag van Oktober 1993.

D. J. Swanepoel, Prokureur vir Eksekusieskuldeiser, Derde Straat 33, Delmas, 2210.

Saak 107/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk,** Eiser, en **Francisco Sardinha Duarte,** Verweerder

Ingevolge vonnis in die Landdroshof, Westonaria, distrik Westonaria, en lasbrief vir geregtelike verkoping gedateer 8 Julie 1993, sal die ondervermelde eiendom op 3 Desember 1993 om 10:00, voor die Landdroshof, Westonaria, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 3366, Westonaria-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 910 vierkante meter, gehou kragtens Akte van Transport T55634/1988, wat ook bekend staan as Gardeniastraat 50, Westonaria.

Enkelvlakwoonhuis onder teëldak gebou van steen, met drie slaapkamers, 'n enkelmotorhuis wat aan die hoofgebou grens.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe en aan die hoogste bieder en die verkoping sal onderworpe wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelakte in sover dit toepaslik is.

2. Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping, tensy anders ooreengekom tussen die Eiser en die Balju, en die onbetaalde balans tesame met rente op die volle bedrag van die Eiser se eis teen 18,5% (agtien comma vyf persent) per jaar tot datum van betaling, sal betaalbaar wees of verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping.

3. Volle besonderhede van die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju te Westonaria en sal deur hom uitgelees word by die aanvang van die verkoping.

A. P. van Wyk, vir Truter Crous Wiggill & Vos, Truvosgebou, Briggsstraat 88, Westonaria. (Tel. 753-1188/9/0.) (Verw. mnr. van Wyk/SA/F877.)

Case 9965/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mziwandile Stoffel Matiwane,** First Defendant, and **Patricia Delisele Matiwane,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 20 September 1993, the property listed hereunder will be sold in execution on Friday, 3 December 1993 at 11:00, 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 18675, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 290 (two hundred and ninety) square metres, known as Lot 18675, 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: Bricks under tiles residence comprising two bedrooms, bathroom, kitchen and lounge.

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, 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 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) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution the property will be sold subject to any lease or other real right ranking after the judgment creditor's mortgage bond; otherwise the property is sold free of any such lease or other real right, if the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

(f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale, on written notice to that effect, and 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 19th day of October 1993.

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

Saak 99/93

IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Sipho Hendrick Shoba,** Verweerder

Geliewe kennis te neem dat die onroerende eiendom bekend as Erf 3683 D, geleë in die dorp Ekangala, distrik kwaMhlanga, groot 636 vierkante meter, deur die Balju, Ekangala verkoop sal word per openbare veiling op Maandag, 6 Desember 1993 om 13:00, te die Landdroskantoor, Ekangala.

Neem verder kennis dat die skriftelike verkoopvoorwaardes by die kantoor van die Balju, Ekangala, ingedien is en ter insae vir die publiek is.

Geteken te Bronkhorstspruit hierdie 19de dag van Oktober 1993.

Geo Kilian, Prokureur vir Eiser, Posbus 402, Bronkhorstspruit, 1020. (Verw. mnr. Venter/Saambou 18.)

Saak 2742/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Dinjetsi Paul Phiri,** Eerste Verweerder, en **Mono Iris Phiri,** Tweede Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop met datum 23 September 1993, sal die ondervermelde eiendom geregtelik verkoop word op 3 Desember 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2096, Toekomsrus-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 495 vierkante meter, gehou kragtens Akte van Transport T468922/1992, bekend as Papajastraat 2096, Toekomsrus, Randfontein, met verbeterings.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1376.)

Saak 6932/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited,** Eiser, en **G. R. Shabangu,** Eerste Verweerder, en **C. M. Shabangu,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 8 Oktober 1993, en 'n lasbrief vir eksekusie gedateer 30 September 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 1 Desember 1993 om 10:00, deur die Balju vir die Landdroshof, Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere: Standplaas 2708, Spruitview-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 2708, Spruitview-dorpsgebied, groot 350 vierkante meter, gehou deur G. R. Shabangu en C. M. Shabangu, onder Akte van Transport T37504/90.

Sonering: Residensieël.

Spesiale gebruiksvergunnings of vrystellings: Geen.

Die Vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg:

Hoofgebou: Gepleisterde buitemure met teëldak bestaande uit sitkamer, kombuis, drie slaapkamers en badkamer met toilet.

Buitegeboue: Geen.

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien 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 28ste dag van Oktober 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N1964.)

Saak 3928/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk,** handelende as Allied Bank, Eiser, en **Willem Hendrik Shrives,** Eerste Verweerder, en **Carla-Marinda Shrives,** Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander, en lasbrief vir eksekusie gedateer 25 Oktober 1993, sal die eiendom hieronder genoem verkoop word in eksekusie op 1 Desember 1993 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieër vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, 1½ badkamers, bediende kwartiere, garage en twee motorafdakke.

Eiendom: Erf 605, Secunda-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 007 (eenduisend en sewe) vierkante meter, gehou kragtens Akte van Transport T35511/1989, geleë te Andries Potgieterstraat 8, Secunda.

Bogemelde eiendom is die eiendom van die Verweerders en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieër vir kontant.

Gedateer te Secunda op hierdie 28ste dag van Oktober 1993.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/A394.)

Saak 5173/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eiser (Eksekusieskuldeiser), en **C. J. en P. B. Niemandt,** Verweerders (Eksekusieskuldenaars)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 19 Julie 1993, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 3 Desember 1993 om 10:00, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging:

Beskrywing: Sekere verbeterde eiendom geleë in die dorpsgebied Sonlandpark, Registrasieafdeling IQ, Transvaal, synde Erf 9, groot 1 126 (een een twee ses) vierkante meter, 'n tweeslaapkamer woonhuis met enkel garage, die straatadres van die eiendom is Frikkie Elssingel 9, Sonlandpark, Vereeniging.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die Aktes van Transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word voor die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 25ste dag van Oktober 1993.

E. H. Lyell, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell en Maraisgebou, Lesliestraat 21, Vereeniging; Posbus 83, Vereeniging. [Tel. (016) 21-4471.]

Case 15349/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Christoffel Johannes Prinsloo,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 8 October 1993, the undermentioned property will be sold in execution at 10:00 on Wednesday, 1 December 1993 at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Erf 1540, situated in the Township of Valhalla, Registration Division JR, Transvaal, measuring 1 720 square metres, held by the Defendant under Deed of Transfer T83989/89, known as 52 Hugo Drive, Valhalla, Pretoria.

At the time of preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: A house comprising four bedrooms, two bathrooms, kitchen, lounge, dining-room, family-room, study, garage, servants' quarters, brick driveway and precast perimeter enclosure.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria South, Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 27th October 1993.

M. S. L. Coetzee, c/o Findlay & Niemeyer, Plaintiff's Attorneys, 635 Permanent Building, Paul Kruger Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Saak 2801/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Casparus Johannes van Staden,** Eerste Verweerder, en **Wilhelmina Johanna Elizabeth van Staden** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 27 September 1993 sal die ondervermelde eiendom geregtelik verkoop word op 3 Desember 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 1385, Greenhills-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 428 vierkante meter, gehou kragtens akte van transport T12689/1991, bekend as Mimosalaan 23, Greenhills, Randfontein, met verbeterings.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1382.)

Saak 4260/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Daniel Lourens Ferreira,** Eerste Verweerder, en **Jacoba Susanna Johanna Ferreira,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 13 Januarie 1993 sal die ondervermelde eiendom geregtelik verkoop word op 3 Desember 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 337, Finsbury-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 884, vierkante meter, gehou kragtens Akte van Transport T11856/1991, bekend as Blouberstraat 51, Finsbury, Randfontein, met verbeterings.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1058.)

Saak 2803/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Peter Patrick Nero,** Eerste Verweerder, en **Edna Nero,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop met datum 29 September 1993, sal die ondervermelde eiendom geregtelik verkoop word op 3 Desember 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 849, Toekomsrus-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 396 vierkante meter, gehou kragtens Akte van Transport T12329/1992, bekend as Plakkiestraat 26, Toekomsrus Randfontein met verbeterings.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1370.)

Saak 10336/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Noord-Transvaalse Koöperasie Beperk,** Eiser, en **Marthinus Francois Koekemoer,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Tranvaalse Provinsiale Afdeling), in bogemelde saak op 18 Februarie 1993 en ten uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof Louis Trichardt, op Vrydag, 3 Desember 1993 om 10:00, te Trichardtstraat 30, Louis Trichardt, aan die hoogste bieër verkoop:

1. Erf 906, in die dorp Louis Trichardt, Registrasieafdeling LS, Transvaal, gehou kragtens Akte van Transport T31467/85, groot 2 855 vierkante meter.

2. Erf 907 in die dorp Louis Trichardt, Registrasieafdeling LS, Transvaal, gehou kragtens Akte van Transport T41421/84, groot 2 855 vierkante meter.

Daar is die volgende verbeterings aangebring op bogemelde eiendomme: *Erf 906:* Boorgat, aangeplante avokadopeerbome, Piesangbome en Mangobome. Ook bekend as Vorsterstraat 66, Louis Trichardt. Gemelde erf is 'n hoekerf.

Erf 907: Sinkdakhuis met drie slaapkamers, twee kombuise, twee badkamers, sitkamer, eetkamer en drie toegeboude motorhuise, ook bekend as Cronjestraat 36, Louis Trichardt. Gemelde erf is 'n hoekerf.

Geen waarborg met betrekking tot bogemelde verbeterings kan verstrek word nie.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en verseker te word by wyse van 'n bank of bouverenigingwaarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank of bouverenigingwaarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof te Louis Trichardt.

Geteken te Pretoria op hierdie 26ste dag van Oktober 1993.

J. J. Hurter, vir Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. mnr. Hurter NG33556.)

Saak 6177/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Natal Bouvereniging Beperk,** Eiser, en **M. W. Masekwameng,** Verweerder

In uitvoering van 'n vonnis in die Landdroshof van Pietersburg, toegestaan op 13 Augustus 1993 en 'n lasbrief vir eksekusie, uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Woensdag, 8 Desember 1993 om 10:00, te The Crescentstraat 34, Bendor, Pietersburg, naamlik:

Erf 487, geleë in die dorpsgebied Bendor, Pietersburg, Registrasieafdeling LS, Transvaal, groot 1 792 vierkante meter, gehou kragtens Akte van Transport T4274/93, geleë te The Crescentstraat 34, Bendor, Pietersburg.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel in hierdie opsig niks gewaarborg word nie: Die eiendom is 'n woonhuis bestaande uit drie slaapkamers, twee badkamers een met 'n stort, twee toilette, kombuis, twee motorhuise, eetkamer, familie kamer en waskamer.

Terme: Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping. Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die kantoor van Noordelike Eiendomme, Vorsterstraat 19, Pietersburg.

Geteken te Pietersburg op hierdie 13de dag van Oktober 1993.

M. Botha, vir Botha Horak Ing., Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Tel. 91-2147/8.) (Verw. mnr. Botha/sm/4950.)

Case 18063/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Gavin Gunn Scrimgeour,** First Defendant, and **Deborah Scrimgeour,** Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment, dated 4 November 1992, the undermentioned property will be sold in execution on Wednesday, 1 December 1993 at 10:00, at the offices of the Sheriff Krugersdorp, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder:

Portion 13 (a portion of Portion 8) of the farm Zwartkop 525, Registration Division JQ, Transvaal, measuring 9,1712 hectares, held by the Defendants under Deed of Transfer T1269/1987, known as Plot 13, Zwartkop, Krugersdorp.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: A house comprising three bedrooms, bathroom, kitchen, lounge, dining-room, office, two garages and tennis court.

The Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff Krugersdorp, B22 xKlaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Signed at Pretoria on this 28th day of October 1993.

M. S. L. Coetzee, for Findlay & Niemeyer, Plaintiff's Attorneys, 635 Permanent Building, Paul Kruger Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Case 12226/87

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Horst Bosch,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment, dated 23 September 1987, the undermentioned property will be sold in execution on Friday at 11:00, 3 December 1993, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

Erf 237, situated in the township of Pretoria North, Registration Division JR, Transvaal, measuring 2552 square metres, held by the Defendant under Deed of Transfer T31427/75, known as 419 Danie Theron Street, Pretoria North.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: A house comprising lounge, dining-room, three bedrooms, bathroom, kitchen, carport and garage.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this 14th day of October 1993.

M. S. L. Coetzee, for Findlay & Niemeyer, Plaintiff's Attorneys, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Saak 30149/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Vonnisskuldeiser, en **Evelyn Letitia Vincent,** Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogenoemde saak op 12 Januarie 1993, en in tenuitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Nylstroom op Vrydag, 3 Desember 1993 om 10:00, en te die kantore van die Landdroshof, Van Emmenisstraat, Nylstroom, geregtelik verkoop, sonder 'n reserweprys:

Sekere Erf 235, Vaalwater-dorpsgebied, Registrasieafdeling KR, Transvaal, groot 2 974 (tweeduisend negehonderd vier-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T7931/91.

Die eiendom is geleë te Erf 235, Vaalwater-dorpsgebied, en is 'n onvoltooide erf.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal:

1.1 'n Deposito van 10% (tien persent) van die koopprys.

1.2 Afslaersgelde ten bedrae van 5% (vyf persent) van die opbrings van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en 3% (drie persent) van die restant van die koopprys tot 'n maksimum bedrag afslaersgelde van R6 000 (sesduisend rand), met 'n minimum bedrag afslaersgelde van R100 (eenhonderd rand).

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die Vonnisskuldeiser voor transport van die eiendom betaal:

2.1 Alle agterstallige heffings, belastings, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied.

2.2 Rente op die bedrag van die toekenning in die distribusieplan aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom.

2.3 Die balans van die koopprys teen transport betaalbaar 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 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Nylstroom, voor en tye van die verkoping, te die Balju, Potgieterstraat 88, Nylstroom, of by die perseel van die prokureurs vir die Vonnisskuldeiser, Smith Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95 (hoek van Kruisstraat), Johannesburg.

Geteken te Johannesburg op hierdie 20ste dag van Oktober 1993.

H. H. Smit, vir Smit Hauptfleish & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95 (hoek van Kruisstraat), Johannesburg; Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. HHS/WVN/LS/19204.)

Case 10024/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Manduleli Maxwell Ntaba,** Defendant

On 26 November 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 10393, Vosloorus Extension 14, Registration Division IR, Transvaal, situated at 10393 Vosloorus Extension 14, Boksburg.

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

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 19th day of October 1993.

Tuckers, Permament Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00956.)

Saak 4864/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **B. J. Msimang,** Eerste Eksekusieskuldenaar, en **S. E. Msimang,** Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 22 September 1993 toegestaan is, op 3 Desember 1993 om 10:00, te Landdroshof, Devillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 1767, geleë in die dorpsgebied Phola, Registrasieafdeling JS, Transvaal, groot 286 (twee agt ses) vierkante meter, gehou kragtens Akte van Transport TL49080/90.

Die eiendom is as volg verbeter (nie gewaarborg): Woonhuis met slaapkamer, kombuis 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 koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode òf die kontantgeld betaal, òf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 25ste dag van Oktober 1993.

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

Saak 23243/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Francois Johannes Smith,** Eiser, en **Roeloph Stephanus Delport,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Hofgebou, Morganstraat, Tzaneen, op 3 Desember 1993 om 10:30, sonder reserwe, en aan die hoogste bieder:

Gedeelte 15 van die plaas Welverwacht 510, Registrasieafdeling LT, Transvaal.

Verbeterings: (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): Woonhuis met buitegeboue.

Die vernaamste verkoopvoorwaardes van die verkoping is:

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 'n deposito van 10% (tien persent) van die koopprys, of R1 000 (eenduisend rand), wat ookal die meeste is, onmiddellik na die verkoping, in kontant betaal en vir die balans en rente, moet die koper die balju binne 21 (een-en-twintig) dae na datum van verkoping, van 'n goedgekeurde bank- of bouverenigingwaarborg voorsien.

2. Die eiendom word voetstoots te koop aangebied en is die verkoping onderhewig aan:

2.1 Die bepalings van die Wet op Hooggeregshof en die Reëls.

2.2 Die voorwaardes vervat in die titelakte.

2.3 Die verkoopvoorwaardes wat ter insae by die kantoor van die Balju lê, sal onmiddellik voor die verkoping, uitgelees word.

Geteken te Pietersburg op hierdie 22ste dag van Oktober 1993.

L. F. de Lange, vir Meyer Pratt & Luyt, Prokureurs vir Eiser, Legnum Park, Markstraat 20, Posbus 152, Pietersburg.

Case 5940/92

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

In the matter between **United Bank,** a division of ABSA Bank Limited, Plaintiff, and **C. & P. V. Walstroom,** Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeuwpoort Street, Boksburg, on 3 December 1993 at 11:15, where the conditions of sale may be inspected:

Erf 82 Delmore Park Extension 1 Township, Registration Division IR, Transvaal, known as 12 Rademeyer Street, Delmore, Boksburg, measuring 323 square metres.

Improvements (which are not guaranteed to be correct):

Main building: Lounge, dining-room, kitchen, two bedrooms, bathroom, shower and w.c.

Outbuildings: Garage.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg.

Case 6566/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Senkhane, Mokotedi Amos,** First Defendant, and **Senkhane, Nketloane Hildah,** 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 Magistrate's Court, Nigel, at Kerk Street, Nigel, on 3 December 1993 at 09:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Nigel, prior to the sale:

Certain Erf 1397, Sharon Park Township, Registration Division IR, Transvaal, situated at 8 De Waal Close, Sharon Park, Nigel, measuring 2 974 (two thousand nine hundred and seventy-four) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising an entrance-hall, lounge, dining-room, study, five bedrooms, three bathrooms, three w.c.'s, kitchen, double garage, w.c. and a swimming-pool.

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

Dated at Johannesburg on the 13th day of October 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AF6198 (AB798).]

Case 33654/92
PH 574

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Small Business Development Corporation Ltd,** Plaintiff, and **Mngune, Mafika Joseph,** First Defendant, and **Mngune, Matsela Jeanette,** 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, in front of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 26 November 1993 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer prior to the sale:

All right, title and interest in the leasehold held in respect of Erf 1408, Sebokeng Unit 6, Extension 2 Township, Registration Division IQ, Transvaal, measuring 221 square metres.

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

Description: The improvements on the land are those associated with that of a commercial facility comprising of a make and sell area, a kitchen and outside toilets.

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.

G. L. Bhikha, 12th Floor, Liberty Life, Broker Centre, 112 Main Street, P.O. Box 510, Johannesburg. [Tel. (011) 331-9805/6.] (Ref. B11189/S155/Gl.)

Case 13053/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Cyco Systems (Proprietary) Limited,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 2 December 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Portion 1 of Erf 357, and Erf 29, Martindale Township, Registration Division IQ, Transvaal, area 1 176 (one thousand one hundred and seventy-six) and 495 (four hundred and ninety-five) square metres respectively, situation 16 Bernard Street, Martindale, Johannesburg.

Improvements (not guaranteed): A double storey building consisting of offices, kitchen and workshop of approximately 800 square metres used for commercial/light industrial purposes.

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

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

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN4:NB59.)

Case 4009/93
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 **Luke, Raymond Sipho,** 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 Leeuwpoort Street, Boksburg, on Friday, 3 December 1993 at 11:15, 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 all the right, title and interest in the 99 year right of leasehold in respect of Stand 20161, Vosloorus Extension 30 Township, Registration Division IR, Transvaal, area 295 (two hundred and ninety-five) square metres, situation Stand 20161, Vosloorus Extension 30.

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 October 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresF32:CA78.)

Case 14790/93

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

In the matter between **City of Johannesburg Pension Fund,** formerly known as Johannesburg Municipal Second Pension Fund, Plaintiff, and **Hilda Ngcobo,** 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, Johannesburg, on 2 December 1993 at 10:00, of the undermentioned property of the Defendant on the conditions read out by the auctioneer at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale and which may be inspected at the offices of the Sheriff prior to the sale, namely:

The right of leasehold in and to Site 9347, Pimville Zone 6, Registration Division IQ, Transvaal, in extent 281 square metres, held by Certificate of Registered Grant of Leasehold TL14757/1988, situated at Site 9347, Pimville Zone 6.

The following improvements are on the property and are reported but nothing is guaranteed: A single storey residence comprising residence under tiled roof, three bedrooms, lounge, dining-room, bathroom and kitchen. No outbuildings.

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 fourteen (14) days from the date of sale. Auctioneer's charges, payable on the date of sale, to be calculated as follows: 5% (five per cent) 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).

Signed at Johannesburg on the 11th day of October 1993.

Alec Oshry, Plaintiff's Attorney, Seventh Floor, 66 Smal Street, Johannesburg. (Tel. 337-9563.)

Case 23419/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Maclean, Ian Malcolm,** First Defendant, and **Maclean, Lynne Denise,** Second Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Pretoria South, Sheriff's Office at 142 Struben Street, Pretoria, on 1 December 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 859, Noordwyk Extension 7 Township, Registration Division JR, Transvaal, measuring 1 124 square metres, and held by virtue of Deed of Transfer T21660/93, also known as 859 Maroela Place, Noordwyk Extension 7.

The following particulars are furnished *re* the improvements, none of which is guaranteed: A double storey dwelling, with concrete tiles, consisting of two bedrooms, kitchen, lounge, dining-room, study, one and a half bathrooms, garage and servants' quarters.

Terms: Deposit 10% (ten per cent) 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 cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000. Minimum charge R100.

Dated at Johannesburg on this the 18th day of October 1993.

D. P. de Villiers, for Tonkin, Clacey, Aderson & Moore, Execution Creditor's Attorneys, Sanlam Arena, 10 Cradock Avenue, Rosebank. (Tel. 884-7644.) (Ref. S.C. Chilvers/10055.)

Saak 4589/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Escom Finance Company (Pty) Ltd,** Eksekusieskuldeiser, en **P. V. M. Msibi,** Eerste Eksekusieskuldenaar, en **M. R. Msibi,** Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 2 September 1993 toegestaan is, op 3 Desember 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 1143, geleë in die dorpsgebied kwaGuqa-uitbreiding 3, Registrasieafdeling JS, Transvaal, groot 264 (twee ses vier) vierkante meter, gehou kragtens Akte van Transport T18212/1992.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 26ste dag van Oktober 1993.

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

Saak 42/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **NBS Bank Beperk,** Eiser, en **F. V. Scheepers,** Verweerder

Ingevolge die uitspraak van die Landdros van Middelburg, Transvaal, en lasbrief tot geregtelike verkoping gedateer 8 Oktober 1993, sal die ondervermelde eiendom op 10 Desember 1993 om 10:00, te Landdroskantoor, Middelburg:

Erf 1477, geleë in die dorpsgebied Middelburg-uitbreiding 4, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T69717/91, beter bekend as Mimosastraat 28, Kanonkop, Middelburg.

Die eiendom bestaan uit 'n vierslaapkamerwoonhuis met dubbel geriewe, studeerkamer, familiekamer, ingangsportaal, waskamer, bediendekamer, stoorkamer en twee motorhuise.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die prokureur vir Eiser, asook die Balju, Middelburg, gesien word.

Datum: 21 Oktober 1993.

H. F. Brauckmann, vir Verster & Brauckmann, Prokureur vir die Eiser, Posbus 414, Middelburg, 1050. [Tel. (0132) 43-1033/2/4/5/7.]

Saak 1243/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Stadsraad van Bronkhorstspruit,** Eksekusieskuldeiser, en **J. D. Andrews,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 2 Desember 1992 toegestaan is, op Vrydag, 26 November 1993 om 10:00, te die betrokke perseel, naamlik:

Landdroskantoor, Bronkhorstspruit, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Cornelisstraat 41, Bronkhorstspruit, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 312, Erasmus-dorp, Bronkhorstspruit, Registrasieafdeling JR, Transvaal, groot 1 276 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T22806/86.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekendgemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspruit op hede hierdie 21ste dag van Oktober 1993.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspruit. [Tel. (01212) 2-2911/2.] (Verw. mev. Swart SB 343.)

Saak 4834/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Vonnisskuldeiser, en **R. W. Gill,** Eerste Vonnisskuldenaar, en **Mev. R. Gill,** Tweede Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die bovermelde Agbare Hof in bogenoemde saak op 27 Julie 1993 en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju, Johannesburg op Donderdag, 2 Desember 1993 en om 10:00, en voor die Baljukantore, Marshallstraat 131, Johannesburg, geregtelik verkoop, sonder 'n reserweprys:

Sekere Erf 1983, Eldoradopark-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 318 (driehonderd en agtien) vierkante meter, gehou kragtens Akte van Transport T453/1988.

Die eiendom is geleë te Cessnaweg 55, Eldoradopark-uitbreiding 1, Johannesburg, en is 'n woonhuis, bestaande uit drie slaapkamers, badkamer en toilet, volvloer matte en teëls, asook 'n baksteen muur.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek bepaal.

1.1 'n Deposito van 10% (tien per centum) van die koopprys.

1.2 Afslaersgelde ten bedrae van 4% (vier per centum) van die opbrengs van die verkoping met 'n minimum bedrag afslaersgelde van R50 (vyftig rand).

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die Vonnisskuldeiser voor transport van die eiendom betaal:

2.1 Alle agterstallige heffings, belastings, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied.

2.2 Rente op die bedrag van die toekenning in die distribusieplan aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom.

2.3 Die balans van die koopprys teen transport betaalbaar 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 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Johannesburg, voor en ten tye van die verkoping, te Marshallstraat 131, Johannesburg, of by die perseel van die prokureurs vir die Vonnisskuldeiser Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95 (hoek van Kruisstraat), Johannesburg.

Geteken te Johannesburg op hierdie 6de dag van Oktober 1993.

H. H. Smit, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95 (hoek van Kruisstraat), Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. HHS/WVN/LS/19566.)

Case 6681/89

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

In the matter between **United Bank** (a division of ABSA Bank Limited), Plaintiff, and **Beverly Jacobs,** Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeuwpoort Street, Boksburg on 3 December 1993 at 11:15, where the conditions of sale may be inspected:

Erf 297, Reiger Park Extension 1, Registration Division IR, Transvaal, known as 297 David Fransch Street, Reiger Park Extension 1, Boksburg, measuring 595 square metres.

Improvements (which are not guaranteed to be correct):

Main building: Lounge, kitchen, three bedrooms, bathroom with toilet, detached store-room and toilet.

J. P. J. van Vuuren, for Malherbe, Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. A. van Tonder.)

Case 8418/92

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

In the matter between **United Bank** (a Division of ABSA Bank Limited), Plaintiff, and **I. M. Kornblum,** First Defendant, and **R. Kornblum,** Second Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per cent) by the Sheriff at 182 Leeuwpoort Street, Boksburg, on 3 December 1993 at 11:15, where the conditions of sale may be inspected:

Erf 432, Parkdene, Boksburg, Registration Division IR, Transvaal, known as 273 Trichardt Road, Parkdene, Boksburg, measuring 991 square metres.

Improvements (which are not guaranteed to be correct):

Main building: Entrance-hall, lounge, dining-room, four bedrooms, two bathrooms with w.c., study and kitchen.

Outbuildings: Store-room, w.c. and double garage.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Ref. A. van Tonder.)

Saak 1272/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **C. P.,** en **mev. G. J. de Jager,** Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 8 Junie 1993, toegestaan is, op 26 November 1993 om 12:00, te die betrokke perseel, naamlik Erf 3689, Uitbreiding 18, Witbank (Hendrik Verwoerdstraat 10, Uitbreiding 18, Witbank), in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere: Erf 3689, Uitbreiding 18, Witbank, Registrasieafdeling JS, Transvaal, groot 1 039 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport T76521/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 26ste dag van Oktober 1993.

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

NOTICE OF SALES IN EXECUTION:

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 2 December 1993 at 10:00. **Nedcor Bank Limited,** Execution Creditor.

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

Case Number: 10886/90

Judgment Debtors: **Nkululeko Justice Dhlamini,** and **Nomvimbi Annah Dhlamini.**

Property: Right of leasehold in respect of Erf 424, Emoyeni Township, Registration Division IR, Transvaal, situated at 424 Emoyeni Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, dining-room and two bedrooms.

File reference: L315/90.

Case Number: 16841/93

Judgment Debtor: **Martin Johannes Graham.**

Property: Erf 2268, Van Riebeeckpark Extension 10 Township, Registration Division IR, Transvaal, situated at 28 Citra Street, Van Riebeeckpark Extension 10, Kempton Park.

Improvements: Vacant land.

File reference: LN.3647.

L. J. van den Heever, for Schumann, Van den Heever & Slabbert, Permanent Plaza, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

Case 4517/91

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

In the matter between **NBS Bank Limited,** formerly trading as Natal Building Society Limited, Plaintiff, and **Joyce Sothoane,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni a writ of execution dated 15 September 1993 the right, title and interest in the leasehold listed hereunder will be sold in execution on 8 December 1993 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder. All the right, title and interest in the leasehold in respect of:

Certain: Erf 30352, Daveyton Township, Registration Division IR, Transvaal, measuring 205 (two hundred and five) square metres, situate at 30352 Daveyton Township, as amended in terms of Act No. 112 of 1991.

Held by the Defendant/s in her/his name under Certificate of Registered Grant of Leasehold TL37577/1990 dated 26 September 1990.

The following improvements are reported to be on the property but nothing is guaranteed: Single storey dwelling detached, brick and plaster, tiled roof, fitted carpets and vinyl, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff: Magistrate's Court, 214 Arcadia, 84 Prince's Avenue, Benoni.

Dated at Benoni on this the 27th day of October 1993.

J. H. Boshoff, for J. H. Boshoff, First Floor, NBS Centre, c/o Woburn & Rothsay Streets, Benoni. (Tel. 845-2559/845-2594.) (Ref. Mr Boshoff/lm/A347/91.)

Case 1794/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lohr, Robert William,** First Defendant, and **Lohr, Kathryn Louise,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 2 December 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

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

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

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 exceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on the 22nd day of October 1993.

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

Saak 5171/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Flamwood Ridge Flats CC** (Reg. No. CK90/07001/23), Eerste Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid om 10:00, op Vrydag, 3 Desember 1993, te die persele van die Balju van die Landdroshof vir die distrik Klerksdorp, te Leaskstraat 23, Klerksdorp, per publieke veiling verkoop word:

(a) Deel 3 soos getoon en vollediger beskryf op Deelplan SS23/84 in die gebou of geboue bekend as Flamwood Ridge Flats, geleë te Erf 548, Flamwood-uitbreiding 1-dorpsgebied, Plaaslike Bestuur Klerksdorp, waarvan die vloeroppervlakte, volgens genoemde deelplan 171 (eenhonderd een-en-sewentig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op die genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel; gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST23/84 (3) (Unit).

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Bestaande uit 'n woonstel met die volgende:

Drie slaapkamers, sitkamer, eetkamer, twee badkamers, stort, twee toilette en kombuis.

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 14 (veertien) dae na veiling.

3. Besit en okkupasie teen betaling van die deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

5. Koper betaal BTW op alle belasbare lewerings.

Gedateer te Klerksdorp op hede die 22ste dag van Oktober 1993.

J. H. Coetzee, vir Kantor, Du Toit & Coetzee, Eerste Verdieping, NBS-gebou, Boomstraat, Klerksdorp, 2570. (Verw. mev. Immelman/N190.)

Saak 83/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eksekusieskuldeiser, en **Lawrence Bassie Kopano,** Eerste Eksekusieskuldenaar, en **Martha Matlala Kopano,** Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde agbare hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê. Geliewe verder kennis te neem dat die eiendom op 3 Desember 1993 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere: Erf 1949, Lethlabile, groot 239 vierkante meter.

Verbeterings: Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers.

Terme: Vyf persent (5%) van die koopprys plus afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bougenootskapwaarborg tot bevrediging van die Eksekusieskuldeiser, binne 30 dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Ludorfstraat 46, Brits, ter insae lê.

Geteken te Brits op hede die 28ste dag van Oktober 1993.

R. H. van Onsellen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha: KH65.)

Case 8670/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Phosobani Joseph Ngwenya,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 10 June 1993, the undermentioned property will be sold in execution on Friday, 3 December 1993 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

All the right, title and interest in the leasehold in respect of Site 1800, Mamelodi Extension 2, Registration Division JR, Transvaal, measuring 375 square metres, held by the Defendant under Deed of Transfer T7110/87, known as Site 1800, Mamelodi Extension 2, Mamelodi East, Pretoria.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: A house comprising of three bedrooms, bathroom, kitchen and dining-room.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Wonderboom, Potion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord.

Signed at Pretoria, on this the 20th day of October 1993.

M. S. L. Coetzee, for Findlay & Niemeyer, Plaintiff's Attorneys, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Saak 19694/93
PH 507

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

In die saak tussen **Transnet Beperk,** Eiser, en **Ntombela, S. P.,** Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping gehou word op 26 November 1993 om 10:00, by die kantore van die Balju, Progressweg 182, Technikon, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 1984, Doornkop-uitbreiding, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, geleë te Erf 1984, Doornkop-uitbreiding 1.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Tweeslaapkamerhuis met staalvensters, teëldak, gepleisterde mure en 'n netjiese tuin, bestaande uit eetkamer, badkamer en kombuis. Geen buitegeboue.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Progressweg 182, Technikon, Roodepoort, of die Eiser se prokureurs, Blakes Ing., Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

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

D. J. Rens, vir Blakes, Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. D. J. Rens/cb/Z06299.)

Saak 5163/92

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

In die saak tussen **Boland Bank Beperk,** Eiser, en **Jannie Abraham Nel,** Eerste Verweerder, en **Explomark Mining (Pty) Limited,** Tweede Verweerder, en **Cosfac BK,** Derde Verweerder, en **Dycedale Boerdery (Pty) Limited,** Vierde Verweerder, en **Zimbi Ranches (Pty) Limited,** Vyfde Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word deur die Balju, Barberton, te hoofingang van die Landdroskantoor, Barberton, op 26 November 1993 om 10:00, van die onververmelde eiendomme van die Verweerders op die voorwaardes wat deur die veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju te Presidentstraat 35, Barberton, voor die verkoping ter insae sal lê:

Gedeelte 1 van die plaas Dycedale 368, Registrasieafdeling JU, Transvaal, groot 205,9190 (twee nul vyf komma nege een nege nul) hektaar, gehou kragtens Akte van Transport T5418/86, en Resterende Gedeelte van die plaas Dycedale 368, Registrasieafdeling JU, Transvaal, groot 1340,0906 (een drie vier nul komma nul nege nul ses) hektaar, gehou kragtens Akte van Transport T5418/86.

Verbeterings: 1546 hektaar weiveld en 300 hektaar bome. Minerale en vakansieoord regte is oor die eiendom geregistreer.

Die bovermelde inligting in verband met verbeterings op die eiendom word verstrek, maar geen waarborg kan daarvoor gegee word nie.

Geteken te Pretoria op hierdie 22ste dag van Oktober 1993.

D. L. Taljaard, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, Sanlamsentrum, 14de Verdieping, Andriesstraat 252, Pretoria. (Verw. mnr. Taljaard/mm/R82 0014.)

Case 19540/93
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 **Winfield, Stephen Andrew,** Execution Debtor, and **Winfield, Sandra Jane,** 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, Randburg, on 30 November 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Section 9, as shown and more fully described on Sectional Plan SS12/1976, in the scheme known as Woburn Mews, in respect of the land and building or buildings, situated at Windsor Township, in the area of the Randburg Local Authority of which the floor area, according to the said sectional plan, is 141 (one hundred and forty-one) square metres in extent, and an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated in the Township, Registration Division Transvaal, being corner of George and Judges Street, Windsor, Johannesburg.

Measuring: 141 (one hundred and forty-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of carport.

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 October 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.) (Rf. Foreclosures/cb.)

Case 4580/90

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

In the matter between **United Bank** (a division of ABSA Bank Limited), Plaintiff, and **C. L. Eades,** Defendant

The undermentioned property will be sold without reserve and with a deposit of 10% (ten per centum) by the Sheriff at 182 Leeuwpoort Street, Boksburg, on 3 December 1993 at 11:15, where the conditions of sale may be inspected:

Erf 944, Boksburg Township, Registration Division IR, Transvaal, known as 1 Palm Avenue, Boksburg, measuring 942 square metres.

Improvements (which are not guaranteed to be correct): Dwelling comprising of entrance hall, lounge, dining-room, kitchen, scullery, family room, three bedrooms, bathroom and toilet.

Detached garage, servant's room, toilet and swimming-pool.

J. P. J. van Vuuren, for Malherbe Rigg & Ranwell, Attorneys for Plaintiff, Second Floor, United Building, 324 Commissioner Street, Boksburg. (Ref. A. van Tonder.)

Case 15743/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Thomas Samson Mokabane,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachement dated 14 September 1993, the undermentioned property will be sold in execution on Friday, 3 December 1993 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

All the right, title and interest in the leasehold in respect of Site 858, Mamelodi Extension 2, Registration Division JR, Transvaal, measuring 375 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL3705/87, known as Site 858, Mamelodi Extension 2, Mamelodi.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed:

A house comprising three bedrooms, bathroom, kitchen, lounge/dining-room, garage, brick perimeter enclosure and concrete driveway.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord.

Signed at Pretoria on this the 29th day of October 1993.

M. S. L. Coetzee, for Findlay & Niemeyer, Plaintiff's Attorneys, 100 Permanent Building, 200 Pretorius Street, Pretoria. (Tel. 326-2487) (Ref. Mrs Venter.)

Saak 30919/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **J J Prop Inv (Pty) Ltd,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros Pretoria en 'n lasbrief vir eksekusie gedateer 16 Augustus 1993, sal die onderstaande eiendom op 1 Desember 1993 om 10:00, te die kantoor van die Balju, Pretoria-Suid, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van 'n gedeelte van Plaas 450, geleë in die dorpsgebied Lekkerhoekie, Registrasieafdeling JR, Transvaal, bekend as Restant van Lekkerhoekie 450 JR.

Beskrywing: Onbeboude stuk grond.

Verbandhouer(s): EP Bouvereniging, Ou Mutualgebou, Andriesstraat, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Suid, Messcorhuis, Margarethastraat 30, Riverdale, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureur en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 1ste dag van November 1993.

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

Case 99385/92
PH 157

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Jacobus Gerhardus Jooste,** First Defendant, and **Ilana Jooste,** 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 9 September 1993, will be sold in execution, on Friday, 3 December 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:

Erf 99, in the Township op Suideroord, Registration Division IR, Transvaal, in extent 1 220 (one thousand two hundred and twenty) square metres, situated at 17 Mclean Street, Suideroord, Johannesburg.

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

Residence, single storey dwelling, detached, built of bricks and painted plaster, under pitched tiled roof.

Floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.s'.

Outbuildings: Two garages, servant quarters, store-room and w.c.

Similar construction to main building.

Improvements: Boundary concrete walls, swimming-pool, paving, patio, braai area and screen 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 a Johannesburg on this the 1st day of November 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731) (Ref. D. McCarthy/J. Soma/MN6333.)

Case 47937/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Rolf Wilhelmsen,** First Defendant, and **Caroline Maria Dunn,** 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 20 August 1993, will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street-entrance, Johannesburg, to the highest bidder:

Erf 203, Kibler Park Township, Registration Division IQ, Transvaal, in extent 1 259 (one thousand two hundred and fifty-nine) square metres, situated at 163 Peggy Vera Road, Kibler Park, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached.

Walls: Brick.

Floors: Carpets and tiles.

Roof: Tiles.

Rooms: Lounge, dining-room, study, kitchen, three bedroom, one and a half bathroom, two toilets and shower.

Outbuilding: Garage.

Boundary: Swimming-pool, paving and 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 Sheriff's Office, 100 Sherfield Street, Turffontein, for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 26th day of October 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/0515.) (Docex: DX.571.)

Saak 24757/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Africa Produce Exchange (Edms.) Bpk.,** Eiser, en **Dioge Jorge,** handeldrywende as Monigran Exports, 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 te kantore van die Balju, te Marshallstraat 131, Johannesburg, op 26 November 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat by die Balju te Marshallstraat 131, Johannesburg, voor die verkoping ter insae sal lê:

Alle reg, titel en belang ten opsigte van Erf 341, The Hill-uitbreiding 1, Johannesburg, Registrasieafdeling IQ, Transvaal, ook bekend as Derde Laan 46, The Hill, Johannesburg.

Die volgende inligting word verskaf insake verbeterings op die eiendom aangebring, alhoewel geen waarborg in verband daarmee gegee word nie: 'n Goedversorgde woonhuis bestaande uit drie slaapkamers, badkamer, eetkamer en 'n kombuis.

Buitegeboue: Garage en 'n bediendetoilet.

Die erf is as Residensiële gebied verklaar.

Terme: 10% (tien persent) van die koopprys in kontant betaal onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendusiekoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand). Minimum heffing R100 (eenhonderd rand).

Gedateer te Johannesburg op die 28ste dag van Oktober 1993.

Jac van Niekerk & Vennote Ing., Eiser se Prokureurs, Vierde Verdieping, North Stategebou, hoek van Kruis- en Marketstraat 95, Posbus 88, Johannesburg. (Tel. 333-2144/5/6/7/8/9.) (Verw. J. Senekal/sdg/A4.)

Case 12588/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Gottschalk Alfred,** Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Midrand Sheriff's Office at Unit 2, Northview, 45 Richards Drive, Midrand, on 8 December 1993 at 14:30, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Holding 43, Modderfontein Agricultural Holdings, Registration Division IR, Transvaal, in extent 1,6279 hectares held by virtue of Deed of Transfer T34310/84, also known as 43 Third Avenue, Modderfontein Agricultural Holdings.

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

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 charges R100.

Dated at Johannesburg on this the 1st day of November 1993.

D. P. de Villiers, for Tonkin, Clacey, Anderson & Moore, Execution Creditor's Attorneys, Sanlam Arena, 10 Cradock Avenue, Rosebank. (Tel. 884-7644.)

Case 8109/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Fittinghof & Fihrer CC,** Plaintiff, and **R C Construction CC,** First Defendant, **Paul Steven Roughton,** Second Defendant, and **S. A. Roughton,** Third Defendant

In pursuance of a judgment of the Magistrate's Court at Kempton Park, and writ of execution dated 9 March 1993 and re-issued on 13 September 1993, the property listed herein will be sold in execution on Thursday, 2 December 1993 at 10:00, at the offices of the Sheriff Magistrate's Court, at 8 Park Street, Kempton Park, to the highest bidder:

Erf 1652, Birchleigh Extension 6, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres, held by Deed of Transfer T86357/92.

The judgment creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff Magistrate's Court, 8 Park Street, Kempton Park.

Date: 1 November 1993.

P. Rademan, for Wright, Rose-Innes, Attorneys for Plaintiff, First Floor, Kempen Building, 22 Pine Avenue, corner of Pine Avenue and Voortrekker Street, Kempton Park. (Tel. 975-7028/9.) (Ref. Mrs van Rooyen/C60.92.)

Saak 4365/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Thapedi Donald Peter Khumalo,** Verweerder

Geliewe kennis te neem dat bogenoemde Vonnisskuldeiser van voornemens is om op Vrydag, 3 Desember 1993 om 11:00, te die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, die ondergemelde onroerende eiendom van die Verweerder, by wyse van 'n openbare veiling in eksekusie te verkoop, en wel kragtens 'n Hofbevel van bogemelde Agbare Hof, gedateer 27 Maart 1990:

Erf 1089, Soshanguve-BB, Registrasieafdeling JR,Transvaal, groot 700 (sewehonderd) vierkante meter, en met die volgende verbeterings daarop, alhoewel geen waarborg in verband daarmee gegee word nie, die eiendom word voetstoots verkoop soos dit staan:

Woonhuis bestaande uit drie slaapkamers, badkamer met aparte toilet, sitkamer, eetkamer, kombuis. Buitegeboue bestaande uit motorhuis en bediendekamer, Die eiendom is met draad omhein.

Die eiendom is geleë te Perseel 1089, Blok BB, Soshanguve.

Geliewe voorts daarop te let dat die voorwaardes van verkoop by die kantoor van die Balju, Wonderboom, ingesien mag word.

Geteken te Pretoria op die 1ste dag van November 1993.

G. Ploos van Amstel, vir Van Der Merwe Du Toit & Fuchs, Prokureurs vir Eiser, 14de Verdieping, Sanlamsentrum, Middestad, Andriesstraat 252, Pretoria. (Tel. 322-8490.) (Verw. JF/GS0 1096.)

Case 4365/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Saambou Bank Ltd,** Plaintiff, and **Thapedi Donald Peter Khumalo,** Defendant

Kindly note that the aforementioned Judgment Creditor, in terms of a judgment of the above Honourable Court dated 27 March 1990, will on Friday, 3 December 1993 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, put up for sale the property of the Defendant known as:

Erf 1089, Soshanguve-BB, Registration Division JR, Transvaal, measuring 700 (seven hundred) square metres, and with the following improvements, though in this regard nothing is guaranteed, the property is sold as it stands:

Dwelling consisting of three bedrooms, bathroom with separate toilet, lounge, dining-room, kitchen. Outbuildings consisting of garage and servant's room, whilst the property is duly fenced.

The property is situated at Site 1089, Block BB, Soshanguve.

Take notice further that the conditions of sale may be inspected at the office of the Sheriff, Wonderboom.

Dated at Pretoria on this the 1st day of November 1993.

G. Ploos van Amstel, for Van Der Merwe Du Toit & Fuchs, Attorneys for Plaintiff, 14th Floor, Sanlamsentrum, Middestad, 252 Andries Street, Pretoria. (Tel. 322-8490.) (Ref. JF/GS0 1096.)

Case 4564/93

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

In the matter between **NBS Bank Limited, Plaintiff, and A. M. H. Labuschagne,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, District of Alberton, and writ of execution, the property listed hereunder which was attached on 15 September 1993, will be sold in execution on Wednesday, 1 December 1993 at 10:00, at the offices of the Sheriff, Magistrate's Court, Alberton, 4 Du Plessis Street, Florine, Juria Court, Alberton, to the highest bidder:

Erf 1028, Alberton, Extension 13 Township, Registration Division IR, Transvaal, in extent 621 (six hundred and twenty-one) square metres, situated at 2 Reid Road, Florentia, Alberton.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* single-storey dwelling, detached. *Walls:* Brick. *Roof:* Corrugated iron. *Floors:* Fitted carpets. *Rooms:* Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet. *Outbuildings:* Single garage, two servants' quarters and toilet. *Boundary:* Concrete walls. *Improvements:* Security system electric gate, swimming-pool, paving and 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, Alberton, 4 Du Plessis Street, Florenthia Johria Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 28th day of October 1993.

De Villiers & Co., C/o Klopper Jonker Inc., First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton. (Tel. 907-9813.) (Ref. Mrs van Zyl/N1794.)

Case 4565/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Irma Maria Nagy,** First Defendant, and **Sandor Nagy,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, District of Alberton, and writ of execution, the property listed hereunder which was attached on 7 September 1993, will be sold in execution on Wednesday, 1 December 1993 at 10:00, at the offices of the Sheriff, Magistrate's Court, Alberton, 4 Du Plessis Street, Florentia, Johria Court, Alberton, to the highest bidder:

Erf 3160, Brackendowns, Extension 5 Township, Registration Division IR, Transvaal, in extent 1 262 (one thousand two hundred ans sixty-two) square metres, situated at 5 Albasini Street, Brackendowns, Extension 5 Township.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tiles. *Floors:* Fitted carpets. *Rooms:* Lounge, dining-room, entrance-hall, kitchen, three bedrooms, bathroom, two toilets, shower. *Outbuildings:* Double garage, toilet. *Boundary:* Brick and concrete courtyard. *Improvements:* Airconditioning in lounge, intercom system and swimming-pool.

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, 4 Du Plessis Street, Florina, Juria Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 28th day of October 1993.

De Villiers & Co., C/o Klopper Jonker Inc, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton. (Tel. 907-9813.) (Ref. Mrs Van Zyl/N1806.)

Saak 15735/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **G. S. Nkwinika,** Eerste Verweerder, en **D. A. Nkwinika,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in ondergemelde saak, soos deur Nedcor Bank Beperk verkry sal 'n verkoping sonder 'n reserwe prys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Saskomeule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 26 November 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:

Eiendom: Leasehold Stand 2487, Blok GG, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve, groot 873 (agt sewe drie) vierkante meter, gehou kragtens Akte van Transport T36122/1992 (voorheen sertifikaat van reg van huurpag).

Beskrywing: Woonhuis bestaande uit drie slaapkamers, onvoltooide badkamer, kombuis, sitkamer, met netjiese tuin. Die eiendom is omhein met draad. (Verw. mnr. Coetzee/RL/504/93.)

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

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

Geteken te Pretoria op hierdie 25ste dag van Oktober 1993.

Coetzee, 15de Verdieping, S.A.L.U.-gebou, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/RL/504/93.)

Saak 46724/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Maltzanhof Regspersoon,** Eiser, en **mev. S. J. Beytell,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 9 Augustus 1993 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op 2 Desember 1993 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, te wete:

1. a. Akteskantoorbeskrywing: Eenheid 10, geleë te Gedeelte 2 van Erf 1474, van die Skema bekend as Maltzanhof, Skema SS3/82, groot 56 vierkante meter onder geregistreerde Titel ST3/82 (10) (Unit).

b. Straatadres: Maltzanhof 10, Christoffelstraat 300, Pretoria-Wes, Pretoria.

c. Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie:

Een en 'n half-slaapkamerwoonstel, badkamer, toilet, sit- en eetkamer, kombuis, onderdak parkering (skadunet), gebou met sement en stene.

2. *Verkoopvoorwaardes:*

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig asook die reëls daarkragtens neergelê.

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 29ste dag van Oktober 1993.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/4098.)

Saak 10024/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Telela Eso Augustine,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 2 Desember 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1505, Protea Glen-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 216 vierkante meter (ook bekend as Erf 1505, Protea Glen-uitbreiding 1, Soweto.)

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

Enkelverdiepingwoonhuis met sitkamer, twee slaapkamers, badkamer/toilet en kombuis.

Datum: 1 November 1993.

D. H. Scholtz, vir De Villiers Scholtz, Saambougebou, Tweede Verdieping, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Case 59584/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Barend Petrus Coetzee,** Defendant

In execution of judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 1 December 1993 at 10:00, to the highest bidder:

Certain: Remaining extent of Erf 6, situated in Deltoidia Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,7676 hectare's, situated at Plot 6, Deltoidia and Lombardi Road, Deltoidia.

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: Vacant land.

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, Mescorr House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this 2nd day of November 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kantoudes/MB/N1037.)

Case 8920/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Henry Mark Heynes,** First Defendant, and **Georgina Heynes,** Second Defendant

On 26 November 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Erf 424, Delmore Park Extension 2, Registration Division IR, Transvaal, situated at 12 Geelbek Street, Delmore Park Extension 2, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge and outbuildings comprising n/a.

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 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 28th day of October 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H571.)

Case 16557/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Willem Jacobus Rautenbach,** Defendant

In execution of a judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria South, on Wednesday, 1 December 1993 at 10:00, at 142 Struben Street, Pretoria, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 2604, situated in the town Wierdapark Extension 2, Registration Division JR, Transvaal, measuring 1 390 square metres, held by virtue of Deed of Transfer T848530/89, known as 81 Goshawk Street, Wierdapark Extension 2, Pretoria South.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling-house consisting of dining-room, lounge, kitchen, two bedrooms, dressing room and bathroom. Outbuildings consist of a single garage and precast walling.

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

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, 30 Margaretha Street, Riverdale, Pretoria.

Dated at Pretoria this 1st day of November 1993.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/58233.)

Saak 1044/89

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **Stadsraad van Standerton,** Eiser, en **P. J. R. Pansegrouw,** Verweerder

Ingevolge uitspraak in die Hof van die Landdros te Standerton, en lasbrief vir eksekusie tot geregtelike verkoping gedateer 19 Oktober 1990, die ondergemelde onroerende eiendom per publieke veiling op 8 Desember 1993 om 10:00, te die Balju, Landdroshof, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word naamlik:

Erf 54, geleë in die dorpsgebied Meyerville, Registrasieafdeling HS, Transvaal, groot 3 613 (drieduisend-seshonderd-en-dertien) vierkante meter, gehou kragtens Transportakte T8678/1930, geleë te Ivanstraat 21, Meyerville.

Onverbeterde perseel wat omhein is.

Die verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Caledonstraat 17, Standerton. Die verkorte voorwaardes van verkoop is die volgende:

1. 10% (tien persent) van die koopprys in kontant op die dag van die verkoping.

2. Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.

3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenis ookal eerste mag plaasvind.

Geteken te Standerton op hede die 27ste dag van Oktober 1993.

Van Heerden Schoeman, Prokureurs vir Eiser, Phoenixgebou, Burgerstraat, Posbus 39, Standerton, 2430. [Tel. (01331) 2-5211.] (Verw. M. Hattingh/NT/INV/IS3953.)

Case 1044/89

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

In the matter between **Town Council of Standerton,** Plaintiff, and **P. J. R. Pansegrouw,** Defendant

In terms of a judgment in the Magistrate's Court of Standerton, and a warrant of execution dated 19 October 1990, the undermentioned immovable property will be sold by public auction on 8 December 1993 at 10:00, at the Sheriff of the Magistrate's Court, 17 Caledon Street, Standerton, to the highest bidder, namely:

Erf 54, situated in the Township Meyerville, Registrational Division HS, Transvaal, measuring 3 613 (three thousand six hundred and thirteen) square metres, held by virtue of Deed of Transfer T8678/1930. Unimporved property with fencing.

The conditions of sale will lie for inspection at the Sheriff of the Magistrate's Court, at 17 Caledon Street, Standerton. The basic conditions of the sale are shortly the following:

1. 10% (ten per cent) of the purchase price on the date of sale in cash.

2. The balance of the purchase price against registration of transfer and to be guaranteed within 60 (sixty) days from date of sale.

3. Occupation will be given to the purchaser 30 (thirty) days after payment of the cash deposit or by payment of the full purchase price, which event might take place first.

Signed at Standerton on the 27th day of October 1993.

Van Heerden Schoeman, Attorneys for Plaintiff, Phoenix Building, Burger Street, Standerton, 2430. [Tel. (01331) 2-5211.] (Ref. M. Hattingh/NT/COLL/IS3953.)

Case 34706/92
PH 342

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Anglo American Corporation of South Africa Limited,** Plaintiff, and **Kunupi, Rratlhaole Adam Docky,** Defendant

1. The undermentioned property will be sold on 1 December 1993 at 10:00, at the Sheriff's Office, 22B Ockerse Street, Krugersdorp, 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 3777, Kagiso Township, Registration Division IQ, Transvaal, measuring 268 (two hundred and sixty-eight) square metres, held under Certificate of Registered Grant of Leasehold TL3080/1988, situated at 3777 Kagiso, Krugersdorp, Transvaal (the property).

2. The improvements to the property consist of the following although nothing is guaranteed:

Lounge, dining-room, kitchen, three bedrooms and two bathrooms with outbuildings consisting of a store-room and outside toilet.

Terms:

3. 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 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 cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) 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, 22B Ockerse Street, Krugersdorp, during normal office hours.

Dated at Johannesburg on this 29th day of October 1993.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V. A. Dennett 301/A 37/93.)

Case 6564/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Donald Mzwandile Bhacela,** Defendant

On 26 November 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 1777, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1777 Vosloorus Extension 2, Boksburg.

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

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 28th day of October 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00913.)

Saak 74863/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Stephanus Sebastiaan Pieterse,** Verweerder

Hoewe 155, Endicott-landbouhoewes, IR, groot 2,0234 hektaar, geleë te Thirdstraat 155, Endicott, T37889/1976, eksekusieveiling te Balju-kantore, Vierde Straat 66, Springs, op 10 Desember 1993 om 15:00, aan die hoogste bieder:

Volgens inligting wat Eiser kon bekom is eiendom in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Die sonering van die eiendom is onbepaald. Geen waarborg word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê ter insae by die kantore van die Balju, Springs en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys.

Geteken te Pretoria op hierdie 2de dag van November 1993.

C. J. van der Merwe, vir Van der Merwe, Prokureur vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844/5/6/7.)

Saak 3984/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Eerste Nasionale Bank,** Eksekusieskuldeiser, en **M. D. Allen,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur Eddie Leonard Afslaers BK, Rustenburg, te Brinkstraat 16, Rustenburg, op 26 November 1993 om 11:00, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van Eddie Leonard Afslaers, p.a. Wessels & Le Roux Ing., Tweede Verdieping, Unitedgebou, Rustenburg:

Sekere: Erf 1296 (Resterende Gedeelte), in die voorstad Rustenburg, Registrasieafdeling JQ, Transvaal, groot 1 003 vierkante meter, ook bekend as Brinkstraat 16, Rustenburg, 0300.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 20,75% (twintig komma sewe vyf persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik Eerste Nasionale Bank Beperk in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Rustenburg op 27 Oktober 1993.

Wessels & Le Roux, Prokureur vir Eksekusieskuldeiser, Unitedgebou, Tweede Verdieping, Steenstraat 60, Rustenburg; Posbus 54, Rustenburg, 0300. (Tel. (0142) 2-0221.) (Verw. ADB/MB/Z51.)

Saak 3654/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedperm Bank Beperk,** Eksekusieskuldeiser, en **Pretoria Klip en Sand (Edms.) Beperk,** Eerste Eksekusieskuldenaar, **Emerentia Adriana Booysen,** Tweede Eksekusieskuldenaar, **Dirk Gerhardus Booysen,** Derde Eksekusieskuldenaar, **Middelwater Eiendomme (Edms.) Beperk,** Vierde Eksekusieskuldenaar, en **Bushy Park (Edms.) Beperk,** Vyfde Eksekusieskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof en lasbrief tot uitwinning gedateer 4 Augustus 1993 word die hiernavermelde eiendom om 10:00, op Donderdag, 25 November 1993 voor die Adjunkbalju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, in eksekusie verkoop:

Sekere: Landbouhoewe 112, Andeon AH, Registrasieafdeling JR, Transvaal, groot 2,0234 (twee komma nul twee drie vier) hektaar, gehou kragtens Akte van Transport T18744/1977, bekend as Hoewe 112, Andeon-landbouhoewes.

Die eiendom is verbeter en bestaan uit buitegeboue.

Terme: 'n Deposito van 10% (tien persent) van die koopprys op datum van verkoping met goedgekeurde bank- of bougenootskapwaarborg vir die balans koopprys binne 14 (veertien) dae na datum van verkoping moet deur koper verskaf word.

Verdere voorwaardes is beskikbaar by die plaaslike Adjunkbalju, Pretoria-Wes, te Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Gedateer te Pretoria op hierdie 22ste dag van Oktober 1993.

Brink & Van der Walt, Elimgebou, Proesstraat 181, Pretoria. (verw. JKVDW/fjvr/V1005/92.)

Case 34704/92
PH 342

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

In the matter between **Anglo American Corporation of South Africa Limited,** Plaintiff, and **Dhlamini, Patrick,** Defendant

1. The undermentioned property will be sold on 3 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, in execution of a judgment obtained in the above matter on 23 February 1993:

The Defendant's right, title and interest in and to the leasehold of Erf 368, Vosloorus Extension 4 Township, Registration Division IR, Transvaal, measuring 358 (three hundred and fifty-eight) square metres, held under Certificate of Registered Grant of Leasehold TL40501/1988 situate at 368 Vosloorus Extension 4, Boksburg, Transvaal (the property).

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

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 Leeuwpoort Street, Boksburg, during normal office hours.

Dated at Johannesburg on 29th day of October 1993.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V. A. Dennett. 301/A34/92.)

Case 78/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Paulus Ainga Bango,** and **Donisa Joa Jinga Bangu,** Defendants

Pursuant to a judgment of this Court and subsequent warrant for execution dated 1 October 1993 (Reissue) the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 3 December 1993 at 09:00:

Stand 1391, Lethlabile, District of Brits, Registration Division JQ, Transvaal, measuring 216 square metres, held under Deed of Grant 259/91.

The following improvements exist on the property although in this respect nothing is guaranteed: Two bedroom dwelling-house.

Material conditions of the sale are:

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

(b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff from date of sale to date of payment.

(c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.

(d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest etc.

(e) The purchase price shall be paid as to 10% (ten per centum) thereof of R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per centum) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with inerest on the full purchase price to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.

(f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as roukoop.

(g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 1st day of November 1993.

J. M. Erasmus, Attorney for Plaintiff, c/o E. D. Ras & Olivier, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 10543/93

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

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Mafihle Phineas Mathabatha,** First Defendant, and **Ramsane Sabina Mathabatha,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Kruger Street, Bronkhorstspruit, on Tuesday, 7 December 1993 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the Magistrate's Court, Kruger Street, Bronkhorstspruit:

Erf 3485, situated in the Township of Ekangala D, in the District of Mkobola, measuring 215 (two hundred and fifteen) square metres, held by virtue of Deed of Grant 307/91, known as 3485 Ekangala D.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

Dwelling-house with tiled roof consisting of lounge, kitchen, two bedrooms, bathroom/toilet/handbasin. The property is fenced in with wire fencing.

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) 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 1st day of November 1993.

V. Stupel, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] [Ref. H. Abro/JD/HA2236 (A).]

Saak 4632/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Sybrandt Gerhardus de Meyer,** Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop met datum 20 Desember 1991 sal die ondervermelde eiendom geregtelik verkoop word op 3 Desember 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Hoewe 53, Randfontein-Suid-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,0238 hektaar, gehou kragtens Akte van Transport T37332/1977, bekend as Hoewe 53, Randfontein-suid-landbouhoewes, Randfontein, waarop opgerig is 'n losstaande enkelverdieping woonhuis onder 'n sinkdak wat bestaan uit drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer, die buitegeboue bestaan uit 'n motorhuis en die perseel is omhein met draad.

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

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N321.)

Case 20003/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Laysan Investments (Proprietary) Limited,** 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, 2 December 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: Remaining Extent of Portion 318 of Erf 711, Craighall Park Township, Registration Division IQ, Transvaal.

Entrance: 37 22nd Street, Parkhurst.

Area: 4 272 (four thousand two hundred and seventy-two) square metres.

Improvements (not guaranteed): Six bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages/store-rooms, swimming-pool, under iron roof, staff quarters, paved driveway and enclosed with brick walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per 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 28th day of October 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. RK0001E/mgh/tf.)

Case 25279/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Monjesi: Radiksole Levy,** 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, 2 December 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 33, Ibazelo Township, Registration Division IR, Transvaal.

Situation: Erf 33, Ibazelo, Tembisa.

Area: 300 (three hundred) square metres.

Improvements (not guaranteed): Lounge, three bedrooms, bathroom, kitchen, garage, under tiled roof and enclosed with wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per 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 19th day of October 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. NO150/mgh/tf.)

Case 25463/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Tshabalala: Ntombi Alzina,** 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, 2 December 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 26393, Meadowlands Township, Registration Division IQ, Transvaal.

Situation: 2771B Meadowlands Zone 10.

Area: 178 (one hundred and seventy-eight) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, garage/store-room, under 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 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 27th day of October 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ90E/mgh/tf.)

Case 26827/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Bacon: Charles Benjamin,** 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, 2 December 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 6386, Eldoradopark Extension 6 Township, Registration Division IQ, Transvaal.

Situation: 10 Phillip Eastwood Road, Eldoradopark Extension 6.

Area: 342 (three hundred and fourty-two) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, garage/store-room, under tiled roof, paved driveway, enclosed with precast and brick 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 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 27th day of October 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV85E/mgh/tf.)

Case 5247/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Rakgwathe: Matlala Louisa,** 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, 2 December 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 2458, Moroka Township, Registration Division IQ, Transvaal.

Situation: Lot 2458, Moroka.

Area: 336 (three hundred and thirty-six) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, under tiled roof 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 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 maksimum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 1st day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ8E/mgh.)

Case 24564/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mlambo Mbabazeni,** 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 Streets, Krugersdorp, on 1 December 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 11558, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 312 (three hundred and twelve) square metres, situated at Erf 11558, Kagiso Extension 6 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 and kitchen/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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on this the 27th day of October 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M24320/PC.)

Case 23775/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Msimango Christopher Amos,** First Defendant, and **Msimango Christine,** 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 2 December 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 1433, Moletsane Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres, situated at Erf 1433, Moletsane Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, kitchen, dining-room, two garages and store-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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on this the 25th day of October 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M24292/PC.)

Case 24081/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lukele Linda Paulos,** 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 2 December 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 591, Orlando East Township, Registration Division IQ, Transvaal, measuring 388 (three hundred and eighty-eight) square metres, situated at Erf 591, Orlando East Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tile roof, three bedrooms, two bathrooms, kitchen, dining-room, two garages and store-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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Signed at Johannesburg on this the 26th day of October 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. L24319/PC.)

Case 22566/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mogorosi Dikeledi Peter,** First Defendant, and **Mogorosi Nini Grace,** 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 2 December 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 17848, Meadowlands Township, Registration Division IQ, Transvaal, measuring 216 (two hundred and sixteen) square metres, situated at 25A Itumelehe Street, Zone 3, Meadowlands Township.

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

Dwelling under iron roof, two bedrooms, bathroom, kitchen, dining-room and two garages.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 27th day of October 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M24020/PC.)

Case 8348/88

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Tshabalala Siphiwe King,** First Defendant, and **Tshabalala Sesi Jane,** 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 2 December 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 1146, Naledi Township, Registration Division IQ, Transvaal, measuring 455 (four hundred and fifty-five) square metres, situated at Erf 1146, Naledi Township.

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

Dwelling under iron roof, two bedrooms, bathroom, kitchen, lounge, two garages and store-room.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 27th day of October 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T9413/PC.)

Case 24078/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mahlangu Madidimala Phillip,** First Defendant, and **Mahlangu Manaha Alina,** 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 2 December 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 1468, Pimville Zone 1 Township, Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 1468, Pimville Zone 1 Township.

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

Dwelling under iron roof, two bedrooms, kitchen, lounge, two garages and store-room.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 27th day of October 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M24321/PC.)

Case 13978/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nxumalo Thembani 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 office of the Sheriff, 131 Marshall Street, Johannesburg, on 2 December 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 4456, Orlando East Township, Registration Division IQ, Transvaal, measuring 294 (two hundred and ninety-four) square metres, situated at Erf 4456, Orlando East Township.

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

Dwelling under tile roof, three bedrooms, two bathrooms, kitchen, lounge, dining-room, familyroom, two garages and two store-rooms.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 29th day of October 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N21040/PC.)

Case 18920/91
PH 157

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

In the matter between **Natal Building Society Limited,** now known as NBS Bank Limited, Plaintiff, and **Satishbhai Vallabh Patel,** First Defendant, and **Vanita Bhagwan Patel,** 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 15 July 1993, will be sold in execution on Friday, 3 December 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:

Erf 1444, in the Township of Lenasia Extension 1, Registration Division IQ, Transvaal, in extent 496 (four hundred and ninety-six) square metres, situated at 46 Ostrich Street, Lenasia Extension 1, Johannesburg.

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

Residence: Single-storey dwelling, detached, built of face bricks and painted plaster, under I.B.R. Roof.

Floors: Fitted carpets, Ceramic and Vinyl Tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and two w.c.'s.

Outbuildings: Garage and w.c.

Improvements: Precast walls, boundary brick walls, paths, driveways and wrought iron gates.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 1st day of November 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN2816.)

Case 11916/93
PH 157

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Daniel Rudolph Groenewald,** First Defendant, and **Lee-Anne Kerr,** 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 15 April 1993, will be sold in execution on Friday, 3 December 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:

Erf 527, in the Township of The Hill Extension 1, Registration Division IR, Transvaal, in extent 714 (seven hundred and fourteen) square metres, situated at 31 Lebanon Street, The Hill Extension 1, Johannesburg.

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

Residence: Single-storey dwelling, detached, built of face bricks under corrugated iron roof.

Floors: Fitted carpets and Marley Tiles.

Comprising lounge, dining-room, study, entrance-hall, kitchen, pantry, two bedrooms, bathroom and w.c.

Outbuildings: Garage, servants' quarters and w.c.

Similar contruction to main building.

Improvements: Boundary concrete walls, swimming-pool, walling and paving.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 1st day of November 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6386.)

Case 72080/92
PH 157

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Fiveokes Investments CC** (CK88/23832/23), Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 22 October 1993, will be sold in execution on Friday, 3 December 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:

Erf 635, in the Township of Parkhurst, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres, situated at 52 2nd Avenue, Parkhurst, 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 corrugated iron roof.

Floors: Fitted carpets and tiles, comprising combined lounge and dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s.

Outbuildings: Carport, flatlet, consisting of bedroom, bathroom and w.c.

Improvements: Boundary brick walls, paving, patio and screen walling.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg-North, 131 Marshall Street, Johannesburg.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 2nd day of November 1993.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6287.)

Saak 18075/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Jeanette Ann Booth**

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 3 Augustus 1993, sal die volgende eiendom op 2 Desember 1993 om 10:00, deur die Balju, Germiston, Vierde Verdieping, Standard Towers, Presidentstraat 247, per publieke veiling verkoop word:

Surreyhof 15, Odendaalstraat, Germiston-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Surreyhof 15, Odendaalstraat, Germiston-Wes, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Gedateer die 25ste dag van Oktober 1993.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 21897/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Horn, Jan,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling), in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 2 Desember 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 419, Newlands, Johannesburg-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Newlandsstraat 33, Newlands.

Grootte: 495 (vier nege vyf) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

Hoofgebou: Sitkamer, vier slaapkamers, kombuis, sonkamer en badkamer/toilet.

Buitegeboue: Motorhuis, twee bediendekamers, badkamer/toilet en toilet.

Konstruktueer: Baksteen met sink.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word:

5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 2de dag van November 1993.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, hoek van Eloff- en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8112E.)

Case 49671/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Maniekie Thomas Mathews,** First Defendant, and **Mphyatla Lottie Mathews,** 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, 603A Olivetti House, corner of Schubart and Pretorius Street, Pretoria, on 9 December 1993 at 10:00, to the highest bidder:

Certain: All the right, title and interest to the leasehold in respect of Erf 7806, in the Township of Saulsville, Atteridgeville, Registration Division JR, Transvaal, measuring 286 (two hundred and eighty-six) square metres, situated at 11 Setjea Mahleale Street, Saulsville.

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: Lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within 14 (fourteen) 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 203 Olivettihouse, corner of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria on this the 3rd day of November 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/MB/N1010.)

Case 20590/93
PH 168

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Manthata, George Tladi,** First Defendant, and **Manthata, Membrey Sizakele,** 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 the Deputy Sheriff, Fourth Floor, Standard Chambers, Germiston, on 2 December 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, Fourth Floor, Standard Chambers, Germiston, prior to the sale:

Erf 85, Rondebult Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held under Deed of Transfer T1959/93, situated at 23 Wolwekop Street, Rondebult.

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

Main building: Three bedrooms, entrance hall, lounge, family room, dining-room, kitchen, one and a half bathrooms, brick and plaster walls, carpet and tiled floors, Rhinoboard ceilings and pitched tile roof.

Outbuildings: Outbuilding consists of garage, servant's room and toilet, brick and plaster walls, flat and 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 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 the 22nd day of October 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/F97.)

Case 3351/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mfanimpela Aaron Guliwe,** First Defendant, and **Iris Zanele Guliwe,** Second Defendant

On 26 November 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 16223, Vosloorus Extension 16, Registration Division IR, Transvaal, situated at 16223 Vosloorus Extension 16, 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 (fourteen) 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 29th day of October 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. L. Pinheiro/H00802.)

Saak 5907/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Rasiklall Kalideen** en **Gnananbhal Kalideen,** Verweerders

Erf 1874, Lenasia-Suid, Registrasieafdeling IQ, Transvaal, groot 840 vierkante meter, geleë te Pepreastraat 1874, Lenasia-Suid.

T25640/1989, Eksekusieveiling voor die Landdroskantore, President Steynstraat, Westonaria op 10 Desember 1993 om 10:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê ter insae by die kantore van die Balju, Westonaria, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokuruers goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys.

Geteken te Pretoria op hierdie 3de dag van November 1993.

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844/5/6/7.) (Verw. mev. Olivier.)

Saak 1389/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Randvaal,** Eiser, en **Roger Paul Elmitt,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 29 Junie 1993 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 9 Desember 1993 om 10:00, te Meyerton, geregtelik verkoop sal word, naamlik:

Erf 303, Henley on Klip, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Lochstraat 51, Meyerton, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van die koopsom op datum van veiling.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Meyerton op hede 4 November 1993.

R. K. Dalton, vir Wilsenach, Van Wyk, Goosen & Bekker, Sanlamsentrum Middestad 1115, Andriesstraat 252, Pretoria; Posbus 585, Pretoria, 0001. [Tel. (012) 322-6951.] (Verw. R. Lombaard/810060.)

Saak 1554/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Randvaal,** Eiser, en **W. P. Flemming,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 6 Oktober 1993, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 9 Desember 1993 om 10:00, te Meyerton, geregtelik verkoop sal word, naamlik:

Erf 104, Henley on Klip, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Lochstraat 51, Meyerton, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Meyerton op hede die 4de November 1993.

R. K. Dalton, vir Wilsenach, Van Wyk, Goosen & Bekker, Sanlamsentrum Middestad 1115, Andriesstraat 252, Pretoria; Posbus 585, Pretoria, 0001. [Tel. (012) 322-6951.] (Verw. R. Lombaard/810082.)

Saak 12974/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Vanrooi Nkgo Mokwape,** Eerste Verweerder, en **Likeleli Amelia Mokwape,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 5 Oktober 1993 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju op 26 November 1993 om 11:00, te kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net Noord van Sasko Meule, ou Warmbadpad, Bon Accord), verkoop:

Sekere Erf 341, Blok FF, Soshanguve, groot 971 (negehonderd een-en-sewentig) vierkante meter.

Die eiendom is 'n woonhuis bestaande uit: Sit/eetkamer, drie slaapkamers, twee badkamers, kombuis en dubbelmotorhuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju.

Gedateer te Pretoria die 20ste dag van Oktober 1993.

P. J. Fourie, vir D. P. du Plessis, Davis & Vennote, Botanogebou 18, hoek van Lenchenlaan-Noord en Embankmentweg, Verwoerdburg, p.a. E. D. Meintjes, Suite 4, 19de Verdieping, SALU-gebou, Schoemanstraat, Pretoria. [Tel. (012) 663-1340.] (Verw. P. J. Fourie/LM/S 0105.)

Case 18532/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Jones, Anthony,** Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Midrand Sheriff's Office, at Unit 2, Northview, 45 Richards Drive, Midrand, on 8 December 1993 at 14:30, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Portion 2 of Erf 32, President Park, Registration Division IR, Transvaal, in extent 8 565 square metres, held by virtue of Deed of Transfer T30270/90, also known as 2/32 Reitz Street, President Park.

The following particulars are furnished *re* the improvements, none of which is guaranteed: Vacant land.

Terms: Deposit 10% (ten per cent) 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 cent) of 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 charge R100 (one hundred rand).

Dated at Johannesburg on this the 2nd day of November 1993.

D. P. de Villiers, for Tonkin, Clacey, Anderson & Moore, Execution Creditor's Attorneys, Sanlam Arena, 10 Cradock Avenue, Rosebank. (Tel. 884-7644.)

Case 5616/90

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Alina Dumazile Mbanguli,** Defendant

On 26 November 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of 433, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at Erf 433, Vosloorus Extension 3, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge, and outbuildings comprising n/a.

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 2nd day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/HS3652.)

Case 9772/93

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Mbuyiselo Euclit Cokwe,** First Defendant, and **Joyce Doreen Cokwe,** Second Defendant

On 26 November 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 2907, Vosloorus, Registration Division IR, Transvaal, situated at 2907 Roets Drive, Vosloorus, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, dining-room and lounge, and outbuildings comprising n/a.

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 2nd day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00951.)

Saak 18361/93
PH 129

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eiser, en **M. Eichholtz,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word op Woensdag, 1 Desember 1993 om 10:00, per publieke veiling deur die Balju van die Hooggeregshof te Pretoria, Strubenstraat 142, Pretoria, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Messcorhuis, Margaretastraat 30, Pretoria, voor die verkoping ter insae sal lê:

Sekere: Hoewe 137, Gerardsvillelandbouhoewes-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 2,8266 (twee komma agt twee ses ses) hektaar, gehou kragtens Akte van Transport T82774/1992.

Ligging: Hoewe 137, Gerardsvillelandbouhoewes-uitbreiding 1.

Verbeteringe (nie gewaarborg nie): Enkelverdieping klinkersteen woonhuis met teëldak, agt kamers, kombuis, twee badkamers, stort, twee toilette en leiklip/Marley teëls.

Buitegeboue: Drie motorhuise, twee bediende kwartiere, plaveisel, boorgat en gevestigde tuin.

Terme: 10% (tien persent) van die koopprys tesame met agterstallige belastings in kontant op die dag van die verkoping, die balans tesame met rente daarop maandeliks vooruit bereken en gekapitaliseer vanaf die verkoopdatum tot datum van registrasie van transport teen 'n rentekoers van 16% (sestien persent) per jaar, versekurueer te word met 'n bank of bouvereniging of ander aanneembare waarborg binne veertien (14) dae vanaf datum van die verkoping. Vendukoste betaalbaar op dag van die verkoping sal bereken word as volg: 5% (vyf persent) van die opbrengs van die koop tot 'n maksimum prys van R20 000 (twintig duisend rand), en daarna 3% (drie persent) onderworpe aan 'n maksimum fooi van R6 000 (sesduisend rand) en 'n minimum van R100 (eenhonderd rand).

Gedateer te Pretoria op hierdie 26ste dag van Oktober 1993.

Dykes Daly, Eiser se Prokureurs, Soutpansbergweg 150, Riviera, Posbus 3969, Pretoria. (Verw. E. Peyper/cjk/FN3107.)

Case 47/93

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 **Veronica Matrina Sithole,** First Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg, on 25 June 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 13110, Vosloorus, Extension 23 Township, Registration Division IR, Transvaal, situated on 13110 Vosloorus, Extension 23, in the Township of Vosloorus, Extension 23, District of Boksburg, measuring 444 (four hundred and fourty-four) square metres.

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

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 28th day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7509/Mrs Pierce.)

Case 45/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 June 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 13109, Vosloorus, Extension 23 Township, Registration Division IR, Transvaal, situated on 31309, Vosloorus, Extension 23, District of Boksburg, measuring 350 (three hundred and fifty) square metres.

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

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 28th day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7508/Mrs Pierce.)

Case 46/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 June 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boskburg, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 13108, Vosloorus, Extension 23 Township, Registration Division IR, Transvaal, situated on 13108, Vosloorus, Extension 23, District of Boksburg, measuring 350 (three hundred and fifty) square metres.

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

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 29th day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7507/Mrs Pierce.)

Case 39/93

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 **Veronica Matrina Sithole,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 July 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Erf 13107, Vosloorus, Extension 23 Township, Registration Division IR, Transvaal, situated on 13107, Vosloorus, Extension 23, District of Boksburg, measuring 350 (three hundred and fifty) square metres.

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

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 29th day of October 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7506/Mrs Pierce.)

Case 18144/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd,** Plaintiff, and **Simon Ronald Annetts,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the Deputy Sheriff's Office at Johria Hof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 1 December 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 2067, in the Township of Albertsdal Extension 7, Registration Division IR, Transvaal, also known as 5 Balelesberg Street, Albertsdal Extension 7, Alberton, measuring 980 (nine hundred and eighty) square metres, held by virtue of Deed of Transfer T35321/1990, subject to the conditions contained and more especially to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling with tiled roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., brick paving, pre-cast and wire fencing.

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

Dated at Pretoria this 2nd day of September 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1402/93.]

Saak 12950/88

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Stadsraad van Verwoerdburg,** Eiser, en **Fehzuds Property Holdings (Edms.) Beperk,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te kantore van die Balju, Hooggeregshof, Pretoria-Suid te Strubenstraat 142, Pretoria, op 1 Desember 1993 at 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju, Hooggeregshof, Pretoria-Suid, voor die verkoping ter insae sal lê te Mescorhuis, Margarethastraat 30, Riverdale:

Sekere Erf 8, Sunderlandridge JR, gehou kragtens Akte van Transport T39869/84, Ellmanstraat 21, Sunderlandridge, groot 8659 vierkante meter.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Gepleisterde geverfde platdakgebou, drie vertrekke gebou word gebruik as 'n tweedehandse motoronderdelewinkel, vier afdakke met sonskerms vir motors, deel omhein met draad deels steenmure.

Verbeteringe: (geen waarborg word in verband hiermee gegee nie): Die erf is as industriële gebied verklaar.

Terme: 10% (tien persent) van die koopprys in kontant betaal onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand). Minimum heffing R100 (eenhonderd rand).

Gedateer te Pretoria hierdie 26ste dag van Oktober 1993.

B. Bekker, vir Haasbroek & Boezaart Ing., Eiser se Prokureurs, Momentumsentrum 201, Wes-toring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. B. Bekker/J1154/88/HL.)

Saak 25209/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Davis, William Keith,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 3 Desember 1993 om 10:00 verkoop word deur die Balju voor die Landdroskantoor, President Steynstraat, Westonaria, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 525, Lawley-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 387 vierkante meter, ook bekend as Chromissingel 50, hoek van Chromis- en Cat-Fishsingel, Lawley-uitbreiding 1.

Die volgende inligting word verskaf insake verbeterine alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, drie slaapkamers, badkamer/toilet en kombuis.

Datum: 4 November 1993.

D. H. Scholtz, vir De Villiers Scholtz, Tweede Verdieping, Saambou-gebou, Commissioner Street 130, Johannesburg. (Tel. 331-3601.)

Saak 14943/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou-Bank Beperk,** Eiser, en **Sarlie, Burhaan,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 2 Desember 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 6703, Eldorado Park-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 586 vierkante meter, ook bekend as Bronsstraat 34–36, Eldorado Park.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, drie slaapkamers, badkamer/stort/toilet, kombuis en motorafdak.

Datum: 3 November 1993.

D. H. Scholtz, vir De Villiers Scholtz, Tweede Verdieping, Saambou-gebou, Commissionerstraat 130, Johannesburg. (Tel. 331-3601.)

Case 29977/93
PH 28

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

In the matter between **Body Corporate Barnato View,** Plaintiff, and **Joseph, M.,** Defendant

On 26 November 1993 at 10:00 a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this auction, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Unit 33, Barnato View, also known as 302 Barnato View, 24 Barnato Street, Berea, Johannesburg, measuring 134 (one hundred and thirty-four) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of three bedrooms, main bedroom ensuite, bathroom and toilet, two entrance, kitchen, lounge, dining-room, two parking bays, servant's room (hereinafter called the property).

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 of 20,25% (twenty comma twenty-five per centum) per annum or, if the claim of the First National Bank of South Africa Limited exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by Law.

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 the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the 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 Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer or the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal) 1939 or any amendment thereto or substitution therefor.

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 liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, No. A4 Sanlam Industrial Park, Prop Street, off John Street, Selby, Johannesburg.

Dated at Johannesburg this 28th day of October 1993.

Mervyn J. Smith, Plaintiff's Attorney, Suite 3415, 34th Floor, Carlton Centre, Commissioner Street, Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 331-2934.) (Ref. R. Rothquel/C6036.)

Case 2986/93

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

In the matter between **Saambou-Bank Limited,** Plaintiff, and **M. Coetzer,** Defendant

On 13 December 1993 at 10:00, a public auction will be held at Germiston, Sheriff's Offices, 72 Joubert Street, Germiston, at which the Deputy of the Magistrate's Court will, pursuant to the Judgment of the Court in this auction and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

One half undivided share in certain Erf 76, Rondebult Township, also known as 32 Platberg Street, Rondebult, Germiston, measuring 1 041 (one thousand and forty-one) square metres.

Improvements: These improvements are not warranted to be correct and are not guaranteed): A single storey residence consisting of three bedrooms, two bathrooms, two toilets, kitchen, dining-room, TV room, lounge, swimming-pool, and garage. The property is enclosed by a wire fence.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 28% (twenty-eight per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (R1 000) (whichever is the greater) together with 4% (four per cent) Sheriff's commission and 14% (fourteen per cent) VAT immediately after the sale and the balance of the price and interest shall, within fourteen days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the right of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 29th day of October 1993.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr van Tonder/AS/11436/SBOU/C.)

Case 4379/92

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

In the matter between **Town Council of Randburg,** Plaintiff, and **Heggie D. W. Mcintyre,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 28 April 1993, and subsequent warrant of execution the following property will be sold in execution on 1 December 1993 at 10:00, at the offices of the Magistrate, corner of Selkirk and Jan Smuts Avenue, Blairgowrie, namely:

Erf 32, Darrenwood Township, Registration Division IQ, Transvaal, measuring 1 487 square metres, held by Deed of Transfer T9720/1980, also known as 10 Edgeworth Crescent, Darrenwood, and take further notice that the conditions of sale will lie for inspection at the offices of the Sherriff of the Court, 9 Elnarandhof, corner of Selkirk and Blairgowrie Drive and contain *inter alia* the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.

2. Balance of purchase price plus interest to be guaranteed with 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 Randburg on the 26th day of October 1993.

J. S. Strydom, for Schwellnus Spies Haasbroek, Second Floor, Randpark Building, 20 Dover Street, Randburg; P.O. Box 1115, Randburg. (Tel. 886-1800.) (Ref. S169 H307/92 Mr Strydom/lb.)

Saak 7866/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou-Bank Beperk,** Eksekusieskuldeiser, en **Thabo Michael Marule,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 22 Julie 1993 en 'n lasbrief vir eksekusie gedateer 30 Julie 1993 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 15 Desember 1993 om 11:00:

Die reg, titel en belang in huurpag van Erf 5015, Etwatwa-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 400 (vierhonderd) vierkante meter, geleë te Erf 5015, Etwatwa-uitbreiding 1-dorpsgebied.

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

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Arcadiagebou 214, Princeslaan 84, Benoni.

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

3. Koopprys is soos volg betaalbaar:

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

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

Gedateer Benoni hierdie 3de dag van November 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Case 21622/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Allied Building Society Limited,** Plaintiff, and **Grant Hector Henderson,** Defendant

Pursuant to a judgment of the above Honourable Court, a sale in execution without reserve will be held at the offices of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 2 December 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 said Sheriff:

Erf 249, Bezuidenhout Valley Township, Registration Division IR, Transvaal, in extent 495 square metres, held under Deed of Transfer T2106/1989, also known as 139 and 139A, and situated at Seventh Avenue, Bezuidenhout Valley, Johannesburg, comprising two semi-detached units each with two bedrooms (neither en suite), bathroom and toilet, kitchen, living-room, front porch, back stoep and servants' quarters (although nothing is guaranteed in this regard).

The terms are as follows: 10% (ten per cent) of the purchase price and auctioneer's charges payable 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 45 (forty-five) days from date of sale.

Auctioneer's charges are to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R15 000 (fifteen thousand rand) and thereafter 2,5% (two comma five per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R50 (fifty rand).

Dated at Johannesburg.

Werksmans, Werksmans Chambers, 22 Girton Road, Parktown, P.O. Box 927, Johannesburg. (Tel. 488-0000.) (Ref. S. J. Smith.)

Case 22834/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Koekemoer, Jan Frederick,** First Defendant, and **Koekemoer, Ann Carol Dorothy,** 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 Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 2 December 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Portion 5 of Erf 1576, Albertville Township, Registration Division IQ, Transvaal, area 496 square metres, situation 14 Rorich Street, Albertville, Johannesburg.

Improvements (not guaranteed): Single storey face brick dwelling under tiles, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, floors, fitted carpets/Novilon, carport, outside toilet, paving and walled boundary.

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 at 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

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

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/FN3097.)

Case 7045/90

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

In the matter between **Die Trust Bank van Afrika Beperk,** Plaintiff, and **Chris J. Dooge,** Defendant

In terms of the judgment of the above Honourable Court and warrant of execution dated 6 February 1991 and re-issued on 16 August 1993, the property as described will be sold in execution on 1 December 1993 at 12:00, the premises known as 42 Kimberley Street, Wentworth Park, Krugersdorp, by the Sheriff Magistrate's Court, Krugersdorp, to the highest bidder:

Erf 582, Wentworth Park, Registration Division IQ, Transvaal, also known as 42 Kimberley Street, Wentworth Park, Krugersdorp, measure 927 (nine hundred twenty-seven) square metres.

The property is improved.

Conditions: The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the date of the sale and the balance of the purchase price shall be paid or secured by an approved bank or building society guarantee which guarantee the purchaser shall be obliged to furnished within 30 (thirty) days after the date of this sale.

The complete conditions of sale will be read out before the sale and will be available before the sale at the offices of the Sheriff, Magistrate's Court, Krugersdorp.

Dated at Halfway House on 26 October 1993.

Botes & Raubenheimer, Plaintiff's Attorneys, c/o Docex, First Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg. [Tel. (011) 315-3373.) (Ref. FB/Mrs Fourie/B143/91.)

Case 4336/92

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

In the matter between **NBS Bank Limited,** formerly trading as Natal Building Society Limited, Plaintiff, and **Ida Veronica Hill,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, and writ of execution dated 23 September 1993, the property listed hereunder will be sold in execution on Monday, 6 December 1993 at 10:00, at the office of the Sheriff of the Court, 72 Joubert Street, Germiston:

Certain Erf 160, Symhurst Township, Registration Division IR, Transvaal, measuring 595 (five hundred and ninety-five) square metres, held by under Deed of Transfer T18963/92, and situate at 10 The Oval.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building of brick walls plastered and painted and corrugated iron roof, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom, w.c.

Outbuildings consist of a servants' quarters with store-room, kitchen and w.c. The boundary has brick and concrete walls.

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 16% (sixteen 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/N79260.)

Case 18161/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Christison Douglas,** First Defendant, and **Christison Linda,** 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, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 1 December 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 Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 2136, Albertsdal Township, Registration Division IR, Transvaal, measuring 911 square metres, held by the Defendants under Deed of Transfer T14259/92, being 16 Haenertsburg Street, Albertsdal.

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, separate w.c., kitchen, servant's room 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 building society 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 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z72646.) (Ref. Ms Erasmus/cvdn.)

Case 18861/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Cesare Salome Margaretha,** 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, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 1 December 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 Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 954, Florentia Township, Registration Division IR, Transvaal, measuring 1 476 square metres, held by the Defendant under Deed of Transfer T26982/92, being 23 George Street, Florentia, Alberton.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms, separate w.c., kitchen, two garages, servant's room and two stores.

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.

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 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z73003.) (Ref. Ms Erasmus/cvdn.)

Case 22309/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Lombard Hermanus Stephanus,** First Defendant, and **Lombard Laurett,** 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, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 1 December 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 Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 2865, Brackendowns Extension 5 Township, Registration Division IR, Transvaal, measuring 1 112 square metres, held by the Defendants under Deed of Transfer T34288/92, being 4 Duiwehok Circle, Brackendowns Extension 5.

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

The dwelling consists of lounge, dining-room, study, three bedrooms, two bathrooms/w.c., kitchen, laundry, single garage 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 building society 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 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z74203.) (Ref. Ms Erasmus/cvdn.)

Case 22333/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Willer Dean Vernon,** First Defendant, and **Willer Elizabeth 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 at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 1 December 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 Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 2095, Albertsdal Extension 8 Township, Registration Division IR, Transvaal, measuring 967 square metres, held by the Defendants under Deed of Transfer T23756/92, being 20 Balelesberg Street, Albertsdal Extension 8.

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, separate w.c., separate shower 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.

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 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z73939.) (Ref. Ms Erasmus/cvdn.)

Case 13898/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kandasamy, Arunajallam,** First Defendant, and **Kandasamy Shakilla,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held outside the Magistrate's Court in Westonaria, at Van Riebeeck Street, Westonaria on Friday, 26 November 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Westonaria, First Floor, Barkley Centre, Edwares Avenue, Westonaria:

Erf 2267, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 600 m^2, held by the Defendants under Deed of Transfer T16969/1989, being 2267 Orchid Street, Lenasia South Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, two bathrooms/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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 11th day of October 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69240/FCLS/WR/Mr Brewer/djl.) (Account No.: Z69240.)

Case 15721/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) (formerly known as United Bank Limited and prior to that United Building Society Limited), Plaintiff, and **Van Niekerk, Christiaan Steffanus,** First Defendant, and **Van Niekerk, Sonia Hypatia,** 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 for the Supreme Court, Randfontein, in front of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 26 November 1993 at 14:15, 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, Randfontein, at 40 Park Street, Randfontein:

Erf 1242, Greenhills Township, Registration Division IQ, Transvaal, measuring 1 306 m^2, held by the Defendants under Deed of Transfer T41910/1990, being 21 Buffel Street, Greenhills, Randfontein.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of a vacant stand.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 20th day of October 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z49211/FCLS/WR/Mr Brewer/djl.) (Account No.: Z49211.)

Case 18859/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) (formerly known as United Bank Limited and prior to that United Building Society Limited), Plaintiff, and **Collett, Keith Anthony,** First Defendant, and **Collett, Elaine,** 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, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 1 December 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, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 73, Southcrest Township, Registration Division IR, Transvaal, measuring 714 m^2, held by the Defendants under Deed of Transfer T43437/89, being 84 Paul Kruger Street, Southcrest, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms, separate toilet, kitchen, scullery, servant's room and w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 24th day of October 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdn.) (Account No.: Z72996.)

Case 21/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division) (formerly known as United Bank Limited and prior to that United Building Society Limited), Plaintiff, and **Artemis Enterprises CC,** First Defendant, and **Koch, Daniel Paulus,** 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, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 1 December 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, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 226, Alberante Extension 1 Township, Registration Division IR, Transvaal, measuring 3 673 m^2, held by the Defendants under Deed of Transfer F7669/72, being 24 Fleur Street, Albertante Extension 1, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, study, four bedrooms, two bathrooms, dressing room, kitchen, scullery, two garages, two servants' rooms, single carport and bathroom/w.c., breakfast room, cloak room, snooker room, lobby, sewing room and laundry.

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 a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 24th day of October 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Mr Erasmus/cvdn.) (Account No.: Z62694.)

Case 15270/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Botha, Marthinus Johannes,** First Defendant, and **Botha, Annelien,** 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 for the Supreme Court, Randfontein, in front of the Magistrate's Court, Pollock Street, Randfontein, on Friday, 26 November 1993 at 14:15, 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 of the Supreme Court, Randfontein, at 40 Park Street, Randfontein:

Holding 305, Hillside Extension 1 Township, Registration Division IQ, Transvaal, measuring 1,7131 hectares held by the Defendants under Deed of Transfer, T56664/1984, being 34 Cambell Avenue, Hillside.

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

The dwellings consists of entrance-hall, lounge, dining-room, six bedrooms, two bathrooms/w.c., kitchen, scullery and three garages.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 11th day of October 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70186FCLS/WR/Mr Brewer/djl.) (Account No.: Z70186.)

Case 5407/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sesing, Moorosi Stephen,** 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, Vanderbijlpark at the Main entrance-hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 26 November 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 wil lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Vanderbijlpark, at the Main entrance-hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 1139, Zone 10, Sebokeng Township, Registration Division IQ, Transvaal, measuring 396 square metres, held by the Defendant under Certificate of Right of Leasehold TL7268/1990, being 1139, Zone 10, Sebokeng.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of sitkamer, eetkamer, drie slaapkamers, badkamer/w.c., kombuis en motorhuis.

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 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 November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z57895/FCLS/WR/Mr. Brewer/djl.) (Account No.: Z57895.)

Case 14418/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mofokeng, Khomane Piet,** 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, Vanderbijlpark at the Main entrance-hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 26 November 1993 at 10:00, of the undermentioned immovable propety 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, Vanderbijlpark, at the Main entrance-hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 1032, Zone 6, Extension 2, Sebokeng, Township, Registration Division IQ, Transvaal, measuring 279 square metres, held by the Defendant under certificate of Registered Grant of Leasehold TL42567/1988, being 1032 Zone 6, Extension 2, Sebokeng.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, three bedrooms and bathroom/w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to e secured by a bank or other acceptable guarantee to be furnished within bese14 (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 thereaf 3% (three percent) up to a a maximum fee of R6 000 (six thousand rand. Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 11th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69509/FCLS/KIS/WR/Mr. Brewer/djl.) (Account No.: Z69509.)

Case 2717/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Garcia, Lynn Elizabeth,** First Defendant, and **Garcia, Carlos Alberto de Assuncao,** 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 sales rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 26 November 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 503, Little Falls Extension 1, Registration Division IQ, Transvaal, measuring 1 184 square metres, held by the Defendants under Deed of Transfer T17124/1991, being 818 Bridal Veil, Little Falls, Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, dining-room, family room, kitchen, three bedrooms, two bathrooms/w.c. and double garages.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other accpetable guarantee do 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 October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z61219/FCLS/WR/Mr. Brewer/djl.) (Account No.: Z61219.)

Case 7282/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Naidu Deenathayalan,** First Defendant, and **Naidu Petronella Penelope Magdalene,** 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 sales-rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 26 November 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, Roodepoort at 182 Progress Avenue, Technikon, Roodepoort:

Erf 689, Strubensvallei Extension 3 Township, Registration Division IQ, Transvaal, measuring 720 m^2, held by the Defendants under Deed of Transfer T77498/92, being Stand 689, Kruger Rand Road, Extension 3, Strubensvalley.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, kitchen, two bedrooms, bathroom, separate w.c., staffroom, garage 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 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 the 25th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65135/Ms. Erasmus/cvdn.) (Account No.: Z65135.)

Case 15115/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Cronje Thomas Andries,** First Defendant, and **Cronje Amanda,** 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, Vanderbijlpark, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 26 November 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 main entrance-hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 295, Bonanne, Vanderbijlpark, measuring 1 208 m^2, held by the Defendants under Deed of Transfer T9095/90, being 5 Citrine Street, Bonanne, Vanderbijlpark.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, two garages 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 building society 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 the 18th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71084/FCLS/Mr. Brewer/lp.)

Case 5068/92

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Ntsizwa Augustus Khumalo,** First Defendant, and **Thandi Johanna Khumalo,** Second Defendant

Pursuant to a judgment granted by the above-mentioned Honourable Court dated 15 June 1992, and warrant of execution served on 29 September 1993, the undermentioned property will be sold on 8 December 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 98, Skozana Township, Registration Division IR, Transvaal, measuring 312 (three hundred and twelve) square metres, also known as Site 98, Skosana Section, District of Katlehong, Alberton (hereinafter called the property).

Improvements reported (which are not warrented to be correct and are not guaranteed): Detached single storey conventional built residence under iron roof comprising two bedrooms, kitchen, dining-room 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 16% (sixteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per 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 1st day of November 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 LS0980.)

Saak 5578/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Gerald Mavimbela,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 13 September 1993, sal die ondervermelde eiendom op 8 Desember 1993 om 10:00, aan die hoogste bieër by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 12681, Kagiso-uitbreiding 8, Registrasieafdeling IQ, Transvaal, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, ook bekend as Erf 12681, Kagiso-uitbreiding 8, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

(a) Die beplaings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

(b) die voorwaardes van die Akte van Transport; en

(c) die volledige verkoopvoorwaardes; en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang, kombuis, gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:* Tien per centum (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 16% (sestien per centum) 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 bouverenigingwaarborg 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 te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 28ste dag van Oktober 1993.

Willem C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. WVR/LM/IN1667/N229.)

Saak 20619/89
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Swartz, M. I. N.O.**, Eiser, en **Ludick, I. J.**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak sal 'n verkoping gehou word op 25 November 1993 om 10:00, by die kantore van die Balju, Benoni, te Kempstonlaan 49, Benoni, van die ondergemelde eiendom:

Sekere: Gedeelte 46 (gedeelte van Gedeelte 23) van die plaas Vlakfontein 30, Registrasieafdeling IR, Transvaal, groot 8 565 (agtduisend vyfhonderd vyf-en-sestig) vierkante meter.

Gehou kragtens Akte van Transport T5749/91.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie:

Woonhuis een: Onder sink, kombuis, twee slaapkamers, badkamer, sit/eetkamer, toilet, stort en volvloermatte.

Woonhuis twee: Onder sink, kombuis, vier slaapkamers (drie slaapkamers met volvloermatte en een met teëls, twee badkamers, sit-/eetkamer.)

Woonstel een: Onder sink, kombuis, sit-/eetkamer, drie slaapkamers, badkamer en volvloermatte.

Woonstel twee: Onder sink, kombuis, sitkamer, slaapkamer en volvloermatte.

Buitegeboue: Bediendekamer, onder sink, dubbelmotorhuis onder sink, twee afdakke en sinkstoor ± 200 vierkante meter.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Benoni, te Kempstonlaan 49, Benoni, of die Eiser se prokureurs mnre. Blakes, te die Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 20ste dag van Oktober 1993.

Blakes, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Verw. mnr. Bekker/am/BS 0251.)

Saak 8240/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Marthinus Hermanus Rabe,** Verweerder

Ter uitvoerlegging van 'n vonnis van die Landros, Pietersburg, toegestaan op 27 September 1993 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Woensdag, 1 Desember 1993 om 10:00, te die kantore van die Landdros, Maréstraat, Pietersburg, aan die hoogste bieër, naamlik:

Erf 4431, Pietersburg-uitbreiding 11, Registrasieafdeling LS, Transvaal, groot 1013 (eenduisend en dertien) vierkante meter, gehou kragtens Akte van Transport T31848/91, ook bekend as Mopaniestraat 6, Pietersburg.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Die eiendom is soos volg verbeter, maar word niks gewaarborg nie, naamlik ingangsportaal, sitkamer, eetkamer, gesinskamer, kombuis, opwasplek, drie slaapkamers, twee badkamers en dubbelmotorhuis.

'n Aansienlike bouvereniginglening kan gereël word vir 'n goedgekeurde koper.

Geteken te Pietersburg op die 1ste dag van November 1993.

T. F. Pretorius, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.

Case 3303/92

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

In the matter between **Lambton Investments CC,** Plaintiff, and **Magriet Albertina Present,** Defendant

On 3 December 1993 at 10:00, a public auction sale will be held in front of the Court-house, Fox Street entrance, Johannesburg, at which the Sheriff of the 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: Erf 1608, Eldoradopark Township, Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, also known as 5 Klip Crescent, Eldoradopark, Johannesburg.

Improvements reported (which are not warranted to be correct and are not guaranteed): Lounge, two bedrooms, bathroom and kitchen. (Hereinafter referred to as the property.)

The property will 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 bondholders, being the Nedperm Bank Limited and 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 centum) of the purchase price or R500 whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Germiston on this 13th day of October 1993.

Stupel & Berman, Plaintiff's Attorneys, Third Floor, Standard Towers, 247 President Street, Germiston. (Ref. Mr Berman/CR.)

Case 13546/91

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

In the matter between **Mac Investments,** Plaintiff, and **Kenneth Grange,** Defendant

On 3 December 1993 at 15:00, a public auction sale will be held at the Sheriff's Office, 66 Fourth Street, Springs, at which the Sheriff of the 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: Portion 18 of Erf 116, Struisbult Township, Registration Division IR, Transvaal, measuring 608 (six hundred and eight) square metres, also known as 7 Crane Street, Struisbult, Springs.

Improvements reported (which are not warranted to be correct and are not guaranteed): Lounge, dining-room, two bedrooms, bathroom, kitchen, carport and servants' quarters. (Hereinafter referred to as the property.)

The property will 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 bondholders, being the Trust Bank of Africa Ltd and 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 centum) of the purchase price or R500 whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 66 Fourth Street, Springs.

Dated at Germiston on this 13th day of October 1993.

Stupel & Berman, Plaintiff's Attorneys, Third Floor, Standard Towers, 247 President Street, Germiston. (Ref. Mr Berman/CR.)

Case 11905/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **P. P. Leseka,** Defendant

A sale in execution will be held on Friday, 3 December 1993 at 11:00, by the Sheriff for Cullinan, in front of the Magistrate's Court, Cullinan, of:

Erf 1461, in the Township Refilwe, Registration Division JR, Transvaal, in extent 286 square metres, known as House 1461, Refilwe.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom, single garage and servant's quarters.

Inspect conditions at Sheriff for Cullinan, 41 Corneluis Street, Bronkhorstspruit.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 × 227.) (Ref. N1-C/373851/JAA/Miss A-M. Botes.)

Case 9722/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **F. A. Mabuza,** First Defendant, and **M. L. Mabuza,** Second Defendant

A sale in execution will be held on 3 December 1993 at 11:00, by the Sheriff for Cullinan, in front of the Magistrate's Court, Cullinan, of:

All the right, title and interest in the leasehold in respect of Erf 59, Refilwe Township, Registration Division JR, Transvaal, in extent 286 square metres.

Known as R.O.W. Erf 59, Refilwe, particulars are not guaranteed: Dwelling with lounge, kitchen and two bedrooms.

Inspect conditions at Sheriff for Cullinan, 41 Corneluis Street, Bronkhorstspruit.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 × 227.) (Ref. N1-C/371755/JAA/Miss A-M. Botes.)

Case 25148/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Tsebe, Noko Solomon,** First Defendant, and **Tsebe, Julia Busisiwe,** Second Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at 182 Leeupoort Street, Boksburg, on 3 December 1993 at 11:15, on the conditions read out by the auctioneer at the office of the Sheriff, 182 Leeupoort Street, Boksburg, prior to the sale, of the undermentioned property situated at:

Erf 65, Vosloorus Extension 4 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, held by Deed of Transfer TL6067/1988, which is zoned as residential and consists of (not guaranteed):

A dwelling: Lounge, dining-room, 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 1st day of November 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

Saak 2128/92

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **ABSA Bank,** handeldrywende as Trust Bank, Eksekusieskuldeiser, en **Johannes Petrus Kok,** Eksekusieskuldenaar

Ingevolge vonnis van die Landdroshof, distrik Letaba gedateer 26 November 1992, en 'n lasbrief vir eksekusie gedateer 15 April 1993, sal die volgende eiendom verkoop word op Vrydag, 3 Desember 1993 om 10:00, te die Landdroskantoor, Morganstraat, Tzaneen:

Gedeelte 10, van die plaas California 507, Registrasieafdeling LT, Transvaal, groot 21,4147 (twee een komma vier een vier sewe) hektaar, gehou kragtens Akte van Transport T69705/88.

Die eiendom word voetstoots verkoop. Die volle koopprys is betaalbaar in kontant of bankgewaarborgde tjek by sluiting van die koopooreenkoms. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig. Die volle voorwaardes van die eksekusie verkoping wat op die koper bindend sal wees, sal voor verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantore van die Balju by die Landdroshof, Letaba, Tzaneen, Transvaal, en by die kantore van die Eiser se prokureur.

Gedateer te Tzaneen op die 2de dag van November 1993.

D. A. Swanepoel, vir Thomas, Pohl & Swanepoel, Eiser se Prokureurs, Safarigebou 208, Morganstraat 16, Tzaneen, 0850. [Tel. (0152) 307-1027/8/9.] (Verw. D. Swanepoel/M. Pienaar/FI 159192/fTB 44.)

Saak 144/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Felix Julian,** handeldrywende as Julian's Construction Machinery, Eiser, en **Pieter Ignatius Engelbrecht,** Verweerder

Ten uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 12 Augustus 1993 en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieër op sodanige terme en voorwaardes wat ten tye van die verkoping deur die geregsbode van die Hof voorgelees word; te die perseel geleë te die Landdroskantore, Jan van Riebeeckstraat, Swartruggens, op 26 November 1993 om 10:00, nl:

Sekere: Gedeelte 12 van Erf 219, Rodeon, Registrasieafdeling JP, Transvaal, groot 1,0706 (een komma nul sewe nul ses) hektaar, gehou kragtens Akte van Transport T15561/91.

Onderhewig aan: Die voorwaardes soos vollediger daarin uiteengesit.

Terme: Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die geregsbode van die Hof betaal; en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Geregsbode, Jan van Riebeeckstraat, Swartruggens en E. G. Cooper & Seuns, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 3de dag van November 1993.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein, 9300. [Tel. (051) 47-3374.]

Case 94775/92

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Andrew Michael Best,** Execution Debtor

In terms of a judgment in the Magistrate's Court, Pretoria, granted on 10 February 1992, a sale by public auction will be held by the Sheriff/his Deputy, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on 26 November 1993 at 11:00, to the highest bidder without reserve, and on the conditions which may now be inspected at the office of the Sheriff, and which will be read by the Sheriff before the sale of the following property owned by the Defendant:

Certain: Erf 51, Chantelle Extension 1, JR, Transvaal, known as 7 Chestnut Avenue, Chantelle, Akasia, measuring 800 square metres, held under Deed of Transfer T27507/1987.

Improvements: Main building consist of the following two bedrooms, lounge, kitchen, one and a half bathroom, dining-room, outside building, two garages and toilet. (Nothing in this respect is guaranteed.)

Terms: A cash deposit of ten per cent (10%) of the purchase price is payable on the day of the auction, and the balance purchase price is payable, on transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff or his Deputy within 14 days after the date of the sale.

Papadopulo-Romanos, 615 SA Perm Building, corner of Paul Kruger/Pretorius Streets, Pretoria. (Ref. Mr Gordon/BK/Z1506.)

Case 45353/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Louis Carel Jacobsz,** Defendant

In execution of a judgment of the Magistrate 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 14 December 1993 at 10:00, to the highest bidder:

Certain: Erf 37, in the Township of Kilnerpark, Registration Division JR, Transvaal, measuring 1 982 square metres, situated at 3 Mark Street, Kilner Park.

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: Lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., laundry and back and front stoeps. *Flatlet:* Bedroom, shower and w.c., entrance-hall, and lounge. *Outbuildings:* Single garage. *Other improvements:* Brick driveway, paving and 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 228 Visagie Street, Pretoria.

Signed at Pretoria on this 4th day of November 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/MB/N996.)

Case 60210/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Johannes Lodewikus Marthinus Nortje,** 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 14 December 1993 at 10:00, to the highest bidder:

Certain: Erf 48, in the Township of Moregloed, Registration Division JR, Transvaal, measuring 921 square metres, situated at 124 Codonia Avenue, Moregloed.

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 the 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, dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Single garage. *Other improvements:* Paved driveway and 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 228 Visagie Street, Pretoria.

Signed at Pretoria on this 5th day of November 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/MB/N1041.)

Saak 14928/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Caroline Mamoremi Ramalepa,** Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 31 Augustus 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 3 Desember 1993 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net nood van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere Erf 575, geleë te Soshanguve-HH, Registrasieafdeling JR, Transvaal, groot 362 (driehonderd twee-en-sestig) vierkante meter, gehou kragtens Akte van Transport T100175/92.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping, naamlik:

Sit/eetkamer, kombuis, twee slaapkamers en waskamer sonder geriewe.

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

(d) Die koper moet 'n deposito van 10% van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

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

Geteken te Pretoria hierdie 3de dag van November 1993.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9318.)

Saak 11148/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **South African Mutual Mortgage Investment Corporation (Pty) Ltd,** Eiser, en **Paul Milne Murray,** Verweerder

Kragtens 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), en lasbrief gedateer 9 September 1993, in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju, Hooggeregshof, Pretoria-Suid, te Strubenstraat 142, Pretoria, gehou op Woensdag, 1 Desember 1993 om 10:00, volgens voorwaardes wat nou by die Balju se kantoor te Margarethastraat 30, Riverdale, Pretoria, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

(a) Deel 10, soos getoon en vollediger beskryf op Deelplan SS11/1983, in die gebou of geboue bekend as Anbel, geleë te Erf 878, Monumentpark-uitbreiding 4-dorpsgebied, in die plaaslike bestuur, Stadsraad van Pretoria, waarvan die vloeroppervlakte volgens genoemde deelplan, 139 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op die genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel;

gehou deur Paul Milne Murray (Identiteitsnommer 6505075135082), kragtens Sertifikaat van Geregistreerde Deeltitel ST94197/1992.

Hierdie eiendom is geleë te Anbel 10, Makoustraat 672, Monumentpark.

Die eiendom is 'n staandakwoonstel, bestaande uit drie slaapkamers, twee badkamers, aparte toilet, sitkamer, eetkamer, TV-kamer en kombuis. Die woonvertrekke en slaapkamers het volvloermatte en die badkamers en kombuisvloere is bedek met novilon. Daar is een toesluitmotorhuis en afdak. Die eiendom is omhein met 'n baksteenmuur.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee word.

Terme: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die veilingdag; die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae van die veilingdatum by die Balju ingelewer moet wees.

Gedateer te Pretoria op hierdie 2de dag van November 1993.

Rooth & Wessels, Prokureurs vir Eiser, Grondvloer, Kerkplein 38, Pretoria. [Tel. (012) 325-2940.] (Verw. mnr. Brink/rb.)

Die Balju, Hooggeregshof, Pretoria-Suid. [Tel. (012) 326-4321/2/3/4.] (Verw. mev. Waldeck.)

Saak 12309/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk,** Eiser, en **David Jozua Joubert,** handeldrywende as David's Workshop, Verweerder

Kragtens 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), en lasbrief gedateer 1 Augustus 1991, in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju, Hooggeregshof, Ermelo, te die Landdroskantoor, Morgenzon, gehou op Donderdag, 2 Desember 1993 om 10:00, volgens voorwaardes wat nou by die Balju se kantoor te Trustgebou, Joubertstraat, Ermelo, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 256, Morgenzon-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 2 399 vierkante meter, gehou deur David Jozua Joubert, kragtens Transportakte T57655/1988.

Die eiendom is soos volg verbeter:

Enkelverdieping baksteengebou met sinkdak bestaande uit twee vertrekke, een groot stoorkamer en 'n groot afdak.

In aparte gebou, ook van baksteen met 'n sinkdak, is daar twee toilette en twee klein stoorkamers. Die geboue word tans gebruik as 'n garage.

Geen waarborg omtrent die omvang van die eiendom en verbetering daarop word gegee nie.

Terme: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die veilingdag; die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae van die veilingdatum by die Balju ingelewer moet wees.

Gedateer te Pretoria op hierdie 4de dag van November 1993.

Rooth & Wessels, Prokureurs vir Eiser, Grondvloer, Kerkplein 38, Pretoria. [Tel. (012) 325-2940.] (Verw. mnr. Brink/rb.)

Die Balju, Hooggeregshof, Ermelo. [Tel. (01341) 2331/2332.] (Verw. mnr. J. C. van Dyk.)

Case 6448/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Elizabeth Engela Joubert,** Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria East, 142 Struben Street, Pretoria, on 15 December 1993 at 10:00, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 1074, Garsfontein Extension 5, Registration Division JR, 1 474 square metres also known as 446 Valda Street, Garsfontein Extension 5, Pretoria.

The following information is furnished, though in this regard nothing is guaranteed:

Double storey, four bedroom house, one and a half bathrooms, double garage, servants' quarters, swimming-pool and lapa.

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

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Pretoria-East, 142 Struben Street, Pretoria.

Dated at Pretoria on this 4th day of November 1993.

A. J. Weyers, for Weyers & Efstratiou, Suite 321, Third Floor, Barclay Square, 293 Rissik Street, Sunnyside, Pretoria. DX 170. (Tel. 343-1800.) (Ref. Mr Weyers/W0807/93.)

To: The Registrar of the Supreme Court, Pretoria.

Saak 3345/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Letimule Daniel Chipape,** Eerste Verweerder, en **Dimakatso Emmah Chipape,** Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 16 Maart 1993 en ten uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Pretoria-Noord, op Vrydag, 3 Desember 1993 om 11:00, te die Balju, Wonderboom se kantore, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieër verkoop:

1. Erf 1214, geleë in die dorp Soshanguve-FF (voorheen bekend as Erf 1214, geleë in die woongebied Soshanguve, Blok FF, Soshanguve), Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transprt T32426/92, groot 811 vierkante meter.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Vierslaapkamerwoning met sitkamer/eetkamer, aantrekkamer, kombuis, badkamer met toilet en geriewe.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en betaal word by wyse van 'n bank- of bouverenigingwaarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank of bouvereniging-waarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof te Pretoria-Noord.

Geteken te Pretoria op herdie 5de dag van November 1993.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. J. J. Hurter/CVB/46721.)

Case 18397/93
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 **Meyer, Keneth,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersarand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 18 November 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 2537, situated in the Township of Jeppestown, Registration Division IR, Transvaal, being 26 and 26A Darling Street, Jeppestown, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached single storey brick built resience with iron roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom with out-buildings with similar construction comprising of double garage, toilet and store-room.

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 12th day of October 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. Foreclosures/avb/M660.)

Saak 19594/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Bankorp Beperk,** Eiser, en **Susara Johanna Magdalena Elizabeth Steyn,** Verweerder

Ten uitvoer van 'n vonnis en lasbrief vir eksekusie gedateer 24 Junie 1992, in die Landdroshof vir die distrik Pretoria, sal die ondergenoemde eiendom verkoop word op Vrydag, 3 Desember 1993 om 11:00, te die kantore van die Balju Wonderboom, Wonderboom Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieër:

Beskrywing: Erf 1208, The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, ook bekend as Ribbonstraat 238, The Orchards, Pretoria-Noord, groot 924 (nege twee vier) vierkante meter, gehou kragtens Akte van Transport T86605/1991.

Verbeterings: Siersteenhuis met 'n teëldak bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer en eetkamer. Slaapkamers, sitkamer en eetkamer volvloermatte, erf omhein met draadheining.

Voorwaardes van betaling:

1. Die eiendom word voetstoots aan die hoogste bieër verkoop, onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32, soos gewysig.

2. Die aankoopprys sal soos volg betaalbaar wees—

(a) 10% (tien persent) van die aankoopprys moet in kontant betaal word by die aangaan van die aankoop;

(b) die volle balans moet gedek word deur die lewering van 'n bevredigende bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van ondertekening van die voorwaardes van verkoop aan die Balju, Wonderboom.

3. Die verkoping geskied onderhewig aan verdere verkoopvoorwaardes wat voor die verkoping deur die Balju, Wonderboom, uitgelees sal word en vir insae lê gedurende kantoorure by die betrokke Balju.

Geteken te Pretoria op hede die 4de dag van November 1993.

De Villiers De Beer, 36ste Verdieping, Volkskassentrum, hoek van Pretorius- en Van der Waltstraat, Pretoria. (Tel. 320-6677.) (Verw. mnr. De Beer/mev. De Swardt/IR0094.)

Saak 4549/91

IN DIE LANDDROSHOF VIR DIE DISTRK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Northwest Finance Holdings (Edms.) Bpk.,** Eiser, en **A. Methebula,** Verweerder

Kratens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik:

Eiendom: Alle reg, titel en belang in die huurpag ten aansien van Erf 2110, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, ligging Sandilestraat 2110, Mohlakeng, Randfontein, in eksekusie verkoop op 3 Desember 1993 om 14:15, deur die Balju voor die Landdroskantoor, Pollockstraat, Randfontein.

Verkoopvoorwaardes: Die verkoping is voetstoots aan die hoogste bieër 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. 953-1112.) (Verw. Jan Nel.)

Saak 11607/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **James Crawford MacInnes Hood,** Verweeder

Geliewe kennis te neem dat bogenoemde Vonnisskuldeiser van voornemens is om op Vrydag, 3 Desember 1993 om 11:00, te die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, die ondergemelde onroerende eiendom van die Verweerder by wyse van 'n openbare veiling in eksekusie te verkoop, en wel kragtens twee Hofbevele van bogemelde Agbare Hof, gedateer 24 Maart 1993, en 10 Sepn bogemelde Agbare Hof, gedateer 24 Maart 1993, en 10 September 1993, onderskeidelik:

Erf 1855, Sinoville-uitbreiding 4-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 075 (eenduisend vyf-en-sewentig) vierkante meter, en met die volgende verbeterings daarop, alhoewel geen waarborg in verband daarmee gegee word nie-die eiendom word voetstoots verkoop soos dit staan.

Woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, vier slaapkamers, twee badkamers. Buitegeboue bestaande uit bediendekamer, twee motorhuise, drie motorafdakke. Groot swembad.

Die eiendom is geleë te Digbystraat 386, Sinoville-uitbreiding 4, Pretoria.

Geliewe voorts daarop te let dat die voorwaardes van verkoop by die kantoor van die Balju, Wonderboom, ingesien mag word.

Geteken te Pretoria op die 5de dag van November 1993.

G. Ploos van Amstel, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eisers, Sanlamsentrum, Middestad, 14de Verdieping, Andriesstraat 252, Pretoria. (Tel. 322-8490.) (Verw. JF/GF2 1035.)

Case 11607/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Ltd,** Plaintiff, and **James Crawford MacInnes Hood,** Defendant

Kindly note that the aforementioned Judgment Creditor, in terms of two judgments of the above Honourable Court dated 24 March 1993, and 10 September 1993, respectively, will, on Friday, 3 December 1993 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, put up for sale the property of the Defendant known as:

Erf 1855, Sinoville, Extension 4 Township, Registration Division JR, Transvaal, measuring 1 075 (one thousand and seventy-five) square metres, and with the following improvements, though in this regard nothing is guaranteed - the property is sold as it stands:

Dwelling consisting of entrance-hall, lounge, dining-room, family-room, study, kitchen, four bedrooms, two bathrooms, Outbuildings consisting of servant's room, two garages, three carports. Large swimming-pool.

The property is situated at 386 Digby Street, Sinoville, Extension 4, Pretoria.

Take notice further that the conditions of sale may be inspected at the offices of the Sheriff, Wonderboom.

Dated at Pretoria on this the 5th day of November 1993.

G. Ploos van Amstel, for Van Der Merwe Du Toit & Fuchs, Attorneys for Plaintiff, Sanlamsentrum, Middestad, 14th Floor, 252 Andries Street, Pretoria. (Tel. 322-8490.) (Ref. JF/GF2 1035.)

Case 4602/93
PH 168

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

In the matter between **First National Bank of S.A. Ltd,** Plaintiff, and **Distin, John Michael Graham,** 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, Pretoria East, 142 Struben Street, Pretoria, on 1 December 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, Pretoria East, 142 Struben Street, Pretoria, prior to the sale:

Erf 908, Noordwyk, Extension 7 Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres held under deed of Transfer T18298/89, situated at 908 Mahogany Street, Noordwyk, Extension 7.

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

Main building: Three bedrooms, M.E.S., two bathrooms, toilet, lounge, dining-room, kitchen, fourth room added on with shower suite. Constructed brick, plaster, tiled roof, carpets. Walled (three sides), some precast and some fenced. Concrete drive-way, courtyard slasto. *Outbuildings:* Three carports under IBR-sheeting.

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, to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days from date of sale.

Auctioneer's charges payable on the date 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).

Date: 3 November 1993.

C. Leicher, for Lazzara-Leicher, Ground Floor, Caxton House, 368 Jan Smuts Avenue, Craighall, corner of Balloon House and 39 Vorster Avenue, Second Floor, Glenande, Johannesburg. (Tel. 886-7920.) (Ref. Mr Leicher/mvo.)

Saak 1668/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Alied Bank,** 'n Divisie van ABSA Bank Bpk., Eiser, en **A. J. Gordon,** Verweerder

Geliewe kennis te neem dat die volgende eiendom vir Geregtelike veiling verkoop sal word op 24 November 1993 om 12:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieër:

Erfnommer: 1673 Secunda-uitbreiding 2. *Verbandaktenommer:* B15040/91. *Transportaktenommer:* T13195/91. *Verder bekend as:* Generaal Albertstraat 9, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju, vir die Hoëveldrif net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hierdie 25ste dag van Oktober 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A125.)

Case 423/93

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

In the matter between **Nedcor Bank Limited,** 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 3 December 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 square metres, held by Certificate of Registered Grant of Leasehold TL39396/1990, situated at Erf 3161, 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 cent) 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 on this the 14th day of October 1993.

S. W. Kruger, for Truter Crous Wiggill & Vos, Attorneys for Plaintiff, Truvos Building, 88 Briggs Street, Westonaria. (Ref. Kruger/eb/NP253.)

Case 1454/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Fred Hubert Walters,** First Defendant, and **Valerie Naomi Walters,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution dated 27 September 1993, the property listed hereunder will be sold in execution on 3 December 1993 at 10:00, in front of the Magistrate's Court, President Steyn Street, Westonaria, to the highest bidder:

Erf 375, Lawley Extension 1 Township, Registration Division IQ, Transvaal, in extent 415 square metres, held by Deed of Transfer T24435/1990, situated at 375 Flounder Circle, Lawley Extension 1.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey dwelling under tiled roof comprising: Lounge, kitchen, two bedrooms, bathroom and toilet.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, First Floor, Barclay Centre, Edwards Avenue, Westonaria. A substantial building society loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this 22nd day of October 1993.

S. W. Kruger, for Truter Crous Wiggill & Vos, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) (Ref. Kruger/eb/NC45.)

Case 13200/93
PH 258

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Lulama Pearl Doreen Dwayabo,** 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 at the offices of the Sheriff, Johannesburg, on Thursday, 9 December 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 of sale may be inspected at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale. (Short description of the property, its situation and street number, if any):

Erf 258, Mofolo North, Registration Division IQ, Transvaal, measuring 457 (four hundred and fifty-seven) square metres, held by Defendant under Deed of Transfer TL400871/1989. The property is situated at 258 Mofolo North, P O Meadowlands, Soweto.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Residential property with garage and outbuilding.

Terms: Ten per cent (10%) of the purchase price and the Auctioneer's charges in cash on the date of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished within fourteen (14) days from the date of sale.

Dated at Johannesburg on this 18th day of October 1993.

R. F. Driman, for Deneys Reitz, 10 Anderson Street, Johannesburg. (Tel. 833-5600.) (Ref. 53/FNB/1519 Mrs Symonds/plr.)

Case 10706/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Sangqu, Nombini Ethel,** 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 at the offices of the Sheriff, Boksburg, on Friday, 10 December 1993 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of sale and which conditions of sale may be inspected at the offices of the Sheriff, 182 Leeupoort Street, Boksburg, prior to the sale. (Short description of the property, its situation and street number, if any):

Erf 16440, Vosloorus Extension 4 Township, Registration Division IR, Transvaal, measuring 341 (three hundred and fourty-one) square metres, held by the Defendant by Certificate of Registered Grant Leasehold TL54208/88. The property is situated at 728 Extension 4, P O Vosloorus.

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

Terms: Ten per cent (10%) of the purchase price and the Auctioneer's charges in cash on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished within fourteen days (14) after the date of the sale.

Dated at Johannesburg on this 18th day of October 1993.

Deneys Reitz, 10 Anderson Street, Johannesburg. (Tel. 833-5600.) (Ref. 53/FNB/1457 Mrs Symonds/plr.)

Case 21033/93
PH 128

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Chauke, Hlaleleni Gillian** (born 6 September 1956), 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 131 Marshall Street, Johannesburg, on Thursday, 2 December 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, Johannesburg, prior to the sale:

The right of leasehold in respect of Erf 3124, Protea Village/Township, measuring 545 square metres.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or 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 cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R100.

Dated at Johannesburg on the 28th day of October 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 479443.)

Case 58068/93

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

In the matter between **NBS Bank Limited,** formerly trading as Natal Building Society Limited, Plaintiff, and **Shaun Pattinson Johnson,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 27 July 1993, the property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg:

Certain: Erf 1409, Malvern Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by under Deed of Transfer T39648/1989, and situated at 227 and 227A St Frusquin Street, Malvern, Johannesburg.

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

A single storey dwelling consisting of a lounge, kitchen, pantry, two bedrooms, bathroom and w.c. Outbuildings consist of carport and servant's quarter and w.c. The boundary has brick walls.

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 14 (fourteen) 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/N79770.)

Saak 6913/90

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

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eiser, en **Gerhardus Venter,** Verweerder

Kragtens 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), en lasbrief gedateer 22 Junie 1990, in bogemelde saak, word 'n openbare veiling sonder 'n reserweprys deur die Balju, Hooggeregshof, distrik Kwandebele, te Gedeelte 31 ('n gedeelte van Gedeelte 23) van die plaas Nooitgedacht 436, Registrasieafdeling JR, Transvaal (sien aanwysings soos hieronder uiteengesit), gehou op Vrydag, 3 Desember 1993 om 10:00, volgens voorwaardes wat nou by die Balju se kantoor te Haarhoffstraat 16, Groblersdal, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende drie eiendomme:

1. Gedeelte 31 ('n gedeelte van Gedeelte 23) van die plaas Nooitgedacht 436, Registrasieafdeling JR, Transvaal, groot 25,1045 hektaar, gehou deur Gerhardus Venter, kragtens Akte Van Transport T27394/80.

2. 1/11 (een elfde) aandeel in en tot Gedeelte 22 ('n gedeelte van Gedeelte 4) van die plaas Nooitgedacht 436, Registrasieafdeling JR, Transvaal, groot 125,5226 hektaar, gehou deur Gerhardus Venter kragtens Akte van Transport T18463/1971.

3. 3-11 (drie eflde) aandeel in en tot die resterende gedeelte van Gedeelte 4 van die plaas Nooitgedacht 436, Registrasieafdeling JR, Transvaal, groot 127,3843 hektaar, gehou deur Gerhardus Venter kragtens Akte van Transport T2179/1982.

Die eiendom in paragraaf 1 is soos volg verbeter:

Daar is geologiese boorgate wat aandui dat daar baie sand en kleigrond neerslae op die eiendom is vir die maak van bakstene en teëls. Daar is natuurlike waterfonteine.

Daar is 'n hartbees-huisie op die plaas, geen elektriese krag en geen lopende water in die huis nie. Die perseel is nie omhein nie.

Die plaas word voetstoots verkoop.

Die verkoper, Balju of afslaer is nie verantwoordelik vir die uitwys van grense nie.

Die eiendomme in paragrawe 2 en 3 is onverbeter.

Geen waarborg omtrent die omvang van die eiendom en verbeterings daarop word gegee nie.

Terme: 10% (tien per centum) van die koopprys en afslaersgelde in kontant op die veilingsdag, die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae van die veilingdatum by die Balju ingelewer moet wees.

Aanwysings: Ry tot in Bronkhorstspruit en neem die Ekandustria/Nooitgedacht teerpad. Ry tot by Loopspruit Kelders, draai regs op die grondpad en ry verby Loopspruit Kelders tot by die Bronkhorstspruit/Vlaklaagte T-aansluiting. Draai regs na Bronkhorstspruit vir 1 km en draai weer regs na kwarriegate vir 1 km. Die perseel is aan die linkerkant.

Rooth & Wessels, Prokureurs vir die Eiser, Grondvloer, Kerkplein 38, Pretoria. [Tel. (012) 325-2940.] (Verw. mnr. Brink/rb.)

Case 6215/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom,** Plaintiff, and **Nobela, Magoegoe Elias,** Defendant

1. The undermentioned property will be sold on 26 November 1993 at 10:00, at the Magistrate's Office, Magistrate's Court, Delville Street, Witbank, in execution of a judgment obtained in the above matter on 25 May 1993:

The Defendant's right, title and interest in and to the leasehold of Erf 861, KwaGuqa Extension 3 Township, Registration Division JS, Transvaal, measuring 330 (three hundred and thirty) square metres, held under Deed of Transfer TL86242/89 and situated at 861 KwaGuqa Extension 3, Witbank (the property).

2. The improvements to the property consist of the following although nothing is guaranteed:

Dwelling comprising of lounge/dining-room, passage, three bedrooms, kitchen and bathroom.

Terms:

3. 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 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 cent) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per cent) 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, 3 Rhodes Street, Witbank, during normal office hours.

Dated at Pretoria on the 29th day of October 1993.

Webber Wentzel, c/o Friedland Hart & Partners, Plaintiff's Attorneys, Van der Stel Building, 179 Pretorius Street, Pretoria. [Tel. (012) 326-3331.] (Ref. M. Brauer/vc/pk/W307.)

Case 5723/85
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Hassett, Victor James** (Identity Number 4810285063002), 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 131 Marshall Street, Johannesburg, on Thursday, 2 December 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, Johannesburg, prior to the sale:

Erf 765, Mulbarton Extension 2 Township, Registration Division IR, Transvaal, being 7 Godalming Street, Mulbarton Extension 2, measuring 1 170 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house and outbuildings.

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 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 cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Johannesburg on the 28th day of October 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 520254.)

Case 8928/92
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Poolos, Andrew David** (Identity Number 4704145564087), 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 131 Marshall Street, Johannesburg, on Thursday, 2 December 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, Johannesburg, prior to the sale:

Erf 7418, Kensington Township, Registration Division IR, Transvaal, being 77 Buckingham Road, Kensington, measuring 495 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, bathroom and toilet, kitchen and scullery. Single garage, servant's quarter and toilet.

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 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 cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Johannesburg on the 28th day of October 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 158717.)

Case 30115/91
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Zoghby, Norma** (Identity Number 3904120036008), First Defendant, and **Zoghby, Veldeman,** 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 131 Marshall Street, Johannesburg, on Thursday, 2 December 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, Johannesburg, prior to the sale:

Remaining extent of Erf 54, Linden Township, Registration Division IQ, Transvaal, being 139 7th Street, Linden, Johannesburg, measuring 1 735 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, bathroom and separate toilet and kitchen.

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

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 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 cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Johannesburg on the 28th day of October 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 302447.)

Case 21028/92
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **C.Y.S. Metals CC** (No. CK89/18104/23), First Defendant, **Kandier, Yegam Baram,** Second Defendant, and **Botha, Angelo Cecil,** Third 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 131 Marshall Street, Johannesburg, on Thursday, 2 December 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, Johannesburg, prior to the sale:

Erf 1370, Malvern Township, Registration Division IR, Transvaal, being 190 and 190A St Amant Street, Malvern, Johannesburg, measuring 495 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, two bedrooms, bathroom and toilet and kitchen. Servant's quarter, store-room and toilet.

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 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 cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Johannesburg on the 28th day of October 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 188706.)

Case 55560/93

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

In the matter between **NBS Bank Limited,** formerly trading as Natal Building Society Limited, Plaintiff, and **Michael Jonathan Carter,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 12 August 1993, the property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court, Johannesburg, Fox Street entrance, Johannesburg:

Certain Erf 590, Forest Hill Township, Registration Division IR, Transvaal, measuring 555 (five hundred and fifty-five) square metres, held under Deed of Transfer T29263/92, and situated at 104 Gantner Street, Forest Hill, Johannesburg.

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 corrugated iron roof, consisting of a lounge, dining-room, kitchen, entrance-hall, three bedrooms, bathroom and w.c.

Outbuildings consist of two garages, servant's quarter and w.c.

The boundary consists of brick walls.

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 16% (sixteen per centum) per annum, payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) 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 Value-Added Tax 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.

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/N79708.)

Case 71263/93

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

In the matter between **Johannesburg Municipal Pension Fund,** Plaintiff, and **Christoffel Johannes Bendall,** First Defendant, and **Jean Martha Bendall,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg and writ of execution dated 14 September 1993, the property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00:

Certain Erf 1178, South Hills Extension 1 Township, Registration Division IR, Transvaal, measuring 496 (four hundred and ninety-six) square metres and held under Deed of Transfer T35174/92, and situated at 6 Elandsfontein Street, South Hills Extension 1, Johannesburg.

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

A single storey residential dwelling with brick walls and painted and corrugated iron roof, consisting of a lounge, kitchen, three bedrooms, bathroom and w.c.

Outbuildings consist of a servant's room 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 16% (sixteen per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) 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 Value-Added Tax 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/J79986.)

Case 89807/92
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 **Martin J. H.,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 24 November 1992, the property listed hereunder will be sold in execution on Friday, 10 December 1993 at 10:00, in front of the Magistrate's Court, Erf 342, Bramley View Extension 2, measuring 1 505 (one thousand five hundred and five) square metres, situated at 28 Van Gelder Road, Bramley View, Johannesburg, held by deed of namely:

Transfer T58274/91, consisting of a three-bedroomed dwelling under tiled roof and six foot walls surrounding property, two bathrooms, lounges, kitchen, study, dining-room, two garages and servants' 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 A4, Sanlam Industrial Park, 22 Prop Street, off John Street, Selby, and contain *inter alia* the following provisions:

1. 10% (ten 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 21 (twenty-one) 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 Magistrate's Court Act and the rules made therunder and of the title deeds in so far as these are applicable.

Dated at Johannesburg on the 25th day of October 1993.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. lr/R1109-8661.)

Case 94719/92
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 **Louw B. C.,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 17 December 1992, the property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, namely:

Erf 63, Eldoradopark, measuring 278 (two hundred and seventy-eight) square metres, situated at 23 Ametis Street, Eldoradopark, Johannesburg, held by Deed of Transfer T12888/89.

Consisting of a two-bedroomed dwelling under asbestos roof, bathroom 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 South, 100 Sheffield Street, Turffontein, Johannesburg and contain *inter alia* the following provisions:

1. 10% (ten 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 21 (twenty-one) 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 18th day of October 1993.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. lr/R1209-9936.)

Case 60191/92

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

In the matter between **Body Corporation of the Lorna Court Scheme,** Plaintiff, and **Mayisa, Lydia Thoko,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 16 March 1993 and subsequent warrant of execution, the following property will be sold in execution on 3 December 1993 at 10:00, at the offices of the Magistrate's Court-house, Fox Street Entrance, Johannesburg, namely:

Unit 45, Lorna Court, also known as Flat 46, Lorna Court, 52 Twist Street, Hillbrow, Johannesburg.

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

1. 10% (ten per cent) 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 Johannesburg on the 2nd day of November 1993.

Grant Kaplan & Friedgut, 11th Floor, 30 Simmonds Street, Johannesburg; P.O. Box 4027, Johannesburg, 2000. (Tel. 833-2244.) (Ref. SS/SK1665.)

Case 6677/93
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Peter John Ronbeck,** Defendant

A sale without reserve will be held at the Sheriff's Office, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on Tuesday, 30 November 1993 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Portion 36 of Erf 38, Norscot Township, Registration Division IQ, Transvaal, being 35 Turaco Street, Norscot, measuring 1 500 (one thousand five hundred) square metres.

Improvements described hereunder are not guaranteed:

Main building: Entrance hall, lounge, dining-room, study, three bedrooms, bathroom/w.c., w.c./shower and bathroom, kitchen and pantry.

Outbuildings: Two garages, servant's room, bathroom/w.c. and swimming-pool.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale.

Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 20th day of October 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorney, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/ld.)

Case 18473/93
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Georg Bernert,** Defendant

A sale without reserve will be held at the Sheriff's Office, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on Tuesday, 30 November 1993 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Erf 313, Sundowner Extension 4 Township, Registration Division IQ, Transvaal, being 11 Honeydew Road, Sundowner Extension 4, measuring 1 589 (one thousand five hundred and eighty-nine) square metres.

Improvements described hereunder are not guaranteed.

Main building: Lounge, dining-room, bedroom, bathroom/w.c./shower and kitchen.

Outbuildings: Double garage, carport and patio.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale.

Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 20th day of October 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/ld.)

Case 58866/93

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

In the matter between **NBS Bank Limited,** formerly trading as Natal Building Society Limited, Plaintiff, and **Mmachere Regina Mokgosi,** First Defendant, and **Madimetja David Richard Mokgosi,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution dated 31 August 1993, the property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg:

Certain: The right, title and interest of the leasehold in respect of Erf 6, Protea Glen Township, Registration Division IQ, Transvaal, measuring 216 (two hundred and sixteen) square metres, held under Certificate of Right of Leasehold TL20056/91.

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

A single storey residential building of brick walls and tiled roof, consisting of lounge, two bedrooms, kitchen, 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 21% (twenty-one per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) 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 Value-Added Tax 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 Magistrate's 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, va3 Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N77723.)

Saak 1353/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **ABSA Bank Beperk,** (United Bank Afdeling), Eiser, en **Harold Douglas Pullinger,** Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus toegestaan het op 12 Julie 1993 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 3 Desember 1993 om 10:00, by die Landdroskantoor, geleë te hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieder, naamlik:

Erf 2272, geleë in die dorp Piet Potgietersrust-uitbreiding 8, Registrasieafdeling KS, Transvaal, groot 822 (agthonderd twee-en-twintig) vierkante meter, gehou kragtens Transportakte T20323/85.

Die eiendom kan omskryf word soos volg:

Woonhuis gebou van steen onder teëldak geleë te Magnoliastraat 23, Potgietersrus, en bestaande uit sitkamer, drie slaapkamers waarvan een met stort en spoellatrine, badkamer, spoellatrine, kombuis met opwas, motorhuis en omhein met muur en draad.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet veseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping.

Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Potgietersrus, Voortrekkerweg 5, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken te Potgietersrus op die 2de dag van November 1993.

J. F. Winnertz, vir Borman Snyman & Barnard Ing., Prokureur vir Eiser, Rentmeestergebou, Voortrekkerweg 63; Posbus 42, Potgietersrus, 0600. (Verw. mnr. Winnertz/LR/EA.9013.)

Saak 4246/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Natal Bouvereniging Beperk,** Vonnisskuldeiser, en **S. V. Nkosi,** Vonnisskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n verstek vonnis wat in bogemelde saak op 19 Januarie 1992 toegestaan is, op Vrydag, 3 Desember 1993 om 10:00, voor die Landdroskantoor, Jan van Riebeeckstraat, Ermelo, te die betrokke perseel, naamlik alle reg, titel en belang in die reg van Huurpag ten opsigte van Erf 2643, geleë in die dorpsgebied Wesselton, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Ermelo, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 2643, geleë in die dorpsgebied Wesselton, Registrasieafdeling IT, Transvaal, groot 420 (tweeduisend agthonderd vyf-en-vyftig) vierkante meter, gehou deur die Verbandgewer deur Sertifikaat van Geregistreerde Reg van Huurpag TL13220/87.

Straatadres: Erf 2643, Wesselton, Ermelo.

Die eiendom is as volg verbeter:

Woonhuis geleë te Erf 2643, Wesselton, Ermelo.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping.

Koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastings indien enige, tesame met Belasting op Toegevoegde Waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

Gedateer te Ermelo hierdie 2de dag van November 1993.

E. T. Slabbert, vir Dr M. M. Nolte, De Clerqstraat 11, Ermelo, 2350. (Verw. mnr. Slabbert/ze 268.)

Saak 88/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Carletonville Stadsraad,** Eiser, en **S. A. van der Merwe,** Verweerder

Ingevolge uitspraak van die Landdros van Oberholzer en 'n lasbrief vir eksekusie teen goed gedateer 15 Junie 1993, sal die ondervermelde eiendom op Vrydag, 26 November 1993 om 10:00, voor die Landdroskantoor, Stasiestraat 47, Oberholzer, verkoop word, naamlik:

Erf 730, geleë in die dorpsgebied Welverdiend, Registrasieafdeling IQ, Transvaal, groot 1 711 (eenduisend sewehonderd en elf) vierkante meter, bekend as 12de Laan 108, Welverdiend.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die opbetaalde balans tesame met rente daarop bereken teen 15,5% (vyftien komma vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Stasiestraat 47, Oberholzer, nagesien word.

Gedateer te Oberholzer op hede die 25ste dag van Oktober 1993.

P. J. P. van Staden, vir Van Vuuren & Van Staden, Eggo Janstraat 60, Posbus 6431, Oberholzer, 2502. [Tel. (01491) 6715/6.] (Verw. mev. Venter/10609/51961.)

Case 33668/91
PH 5

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Jose Palma Da Mota Pais,** Plaintiff, and **Fernando Rodrigo Do Espirito Santo,** Defendant

In terms of a judgment of the above Honourable Court, dated 13 Novemer 1992 and a warrant of execution dated 8 January 1993, the following property will be sold in execution to the highest bidder at the offices of the Sheriff of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 2 December 1993 at 10:00, on conditions and at a reserve price, which will be read immediately before the sale and which in the meantime can be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, namely:

Half share of Erf 1324, Turffontein Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T5342/82, corresponding with 75A Great Britain Street, Turffontein, Johannesburg.

Dated at Johannesburg on this the 22nd day of October 1993.

David Shapiro & Associates, Plaintiff's Attorneys, Eight Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 11107, Johannesburg. (Tel. 337-9261.) (Ref. Mr Berkowitz/ss/P.486.)

Case 32669/93

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

In the matter between **Mr D. J. Sefolo,** Plaintiff, and **Mr M. S. S. Nkwasha,** Defendant

Kindly take notice that in pursuance of a judgment in the Pretoria Magistrate's Court, and a writ of execution, dated 15 July 1993, the property listed hereunder, namely:

Erf 4007, Atteridgeville, held under Deed of Transfer TL41751/85, JR, Transvaal, 372 (three hundred and seventy-two) square metres, also known as 15 Komane Street, Atteridgeville.

Improvements: The following information is furnished, although in this regard nothing is guaranteed: A single storey, face brick and sink roof, still under construction.

Will be sold in execution on 2 December 1993 at 10:00, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder.

The material conditions of sale are:

1. The property shall be sold to the purchaser for the amount offerred by the highest bidder to the Sheriff and accepted by the Sheriff subject to the conditions of section 66 (2) of the Magistrate's Court Act and the conditions of sale.

2. Payment of the purchase price shall be made by way of a deposit of 10% (ten per cent) plus the Sheriff's commission on the date of the sale.

The balance plus interest shall be payable or guaranteed by way of a bank or building society or other acceptable guarantee, within 21 (twenty-one) days after the date of sale.

3. The purchaser shall be liable for all transfer costs, including transfer duty, Municipal taxes, which may include overdue taxes and legal costs, plus the attorney and Sheriff's costs connected with the sale.

4. The property is sold voetstoots subject to the conditions of title, servitudes, town-planning scheme, and no guarantees are given regarding the extent, patent or latent defects, eviction, the correctness of the description of the property, the improvements thereon or the zoning thereof.

5. The sale shall lapse should the purchaser fail to comply with any of the conditions of the sale, in which event he shall be liable for wasted costs and damages.

6. The conditions of sale shall lie open for inspection at the office of the Sheriff of the Magistrate's Court, Pretoria East, and will be read immediately prior to the sale in execution.

Dated at Pretoria this 4th day of November 1993.

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Ms Lindeque/zf/55388.)

Case 23790/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom Finance Company (Proprietary) Limited,** Plaintiff, and **Ndlovu, Dumane Petros,** Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at 131 Marshall Street, Johannesburg, on 25 November 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:

Erf 1305, Klipspruit Township, Registration Division IQ, Transvaal, measuring 276 (two hundred and seventy-six) square metres, held by Deed of Transfer TL12940/90, which is zoned residential and consists of (not guaranteed):

A dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom.

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) 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).

2.2.2 Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 25th day of October 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, Fourth Floor, Forum II, Braampark, 33 Hoofd Street, Private Bag X1000, Braamfontein. (Ref. Mr Treisman/Mrs Stratis.)

Saak 4265/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **Z. S. Msibi,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 27 Julie 1993, sal die ondervermelde eiendom op 8 Desember 1993 om 10:00, aan die hoogste bieër by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 12850, Kagiso-uitbreiding 8, Registrasieafdeling IQ, Transvaal, groot 345 (driehonderd vyf-en-veertig) vierkante meter, ook bekend as Erf 12850, Kagiso-uitbreiding 8, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

Die voorwaardes van die Sertifikaat van Geregistreerde Huurpag.

Die volledige verkoopvoorwaardes.

En sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring:

Enkelverdieping met sitkamer, gesinskamer, badkamer, drie slaapkamers, gang, kombuis, gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:* 10% (tien persent) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 16% (sestien 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 bouverenigingwaarborg 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 te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 28ste dag van Oktober 1993.

Willem C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. WVR/LM/IN1661/N221.)

Saak 14585/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Bankorp Beperk,** handeldrywende as Trustbank, Eiser, en **Frederick Francois Engelbrecht,** Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging, gedateer 28 Augustus 1992, die ondervermelde eiendom in eksekusie verkoop sal word op Vrydag, 3 Desember 1993 om 10:00, te die Landdroskantoor, President Krugerstraat, Middelburg.

Die eiendom wat aldus te koop aangebied sal word, is:

Gedeelte 36 ('n gedeelte van Gedeelte 2) van die plaas Doornkop 246, Registrasieafdeling JS, Transvaal, groot 21,7559 (twee een komma sewe vyf vyf nege) hektaar, gehou kragtens Transportakte T50578/87.

Verbeterings: Twee boorgate, opslaanhuis bestaande uit sitkamer, eetkamer, twee slaapkamers, kombuis, badkamer (sement omheiningstene), buitekamer, twee store waarvan een opgedeel is in drie kamers (steenmure), hokke vir varke, sementdam, vyf kampe ingedeel en omhein.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju, Auxiliumgebou, Eksteenstraat 4A, Middelburg.

Geteken te Pretoria hierdie 1ste dag van November 1993.

P. R. Greyling, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Praetor Forum, Eerste Verdieping, Van der Waltstraat 269, Pretoria. (Verw. Greyling/PB/T.568.)

Saak 5076/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Trustbank,** 'n divisie van Bankorp Beperk (54/0153906), Eksekusieskuldeiser, en **Hoëveld Inry Oord (Edms.) Beperk,** Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 14 Januarie 1992, sal die onderstaande eiendom geregtelik verkoop word te die Landdroskantore, Kamer 83, Bethal, op 10 Desember 1993 om 11:00, of so spoedig moontlik daarna, naamlik:

Gedeelte 32 ('n gedeelte van Gedeelte 3) van die plaas Eerstegeluk 256, Registrasieafdeling IS, Transvaal, groot 45,9153 hektaar, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T25910/1968.

Die volgende verbeterings is op die eiendom, synde:

Woonhuis en buitegeboue.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieër verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof.

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar ten registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof te Bethal ter insae lê.

Geteken te Nelspruit op hede hierdie 3de dag van November 1993.

P. L. du Toit, vir Du Toit-Smuts, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. [Verw. Du Toit/MvR/T68/91 (QO176).]

Aan: Die Hoëveldrif, Posbus 545, Bethal, 2310.

Aan: De Echo, Posbus 439, Bethal.

Aan: Die Staatskoerant, Pretoria.

Aan: Die Klerk van die Hof, Nelspruit.

Saak 5802/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayalethu Home Loans (Edms.) Beperk,** Eiser, en **Terror Loti Muwelase,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 3 Desember 1993 om 10:30, per publieke veiling deur die Balju te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 6077, Mhluzi-uitbreiding 3, Middelburg, Registrasieafdeling JS, Transvaal, groot 375 (driehondred vyf-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL56615/91.

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

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 Middelburg hierdie 2de dag van November 1993.

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

Case 30860/93

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

In the matter between **J. Eagleton,** Plaintiff, and **H. J. Mouton,** Defendant

Kindly take notice that in pursuance of a judgment in the Supreme Court of South Africa (Transvaal Provincial Division), Pretoria and a writ of execution dated 29 September 1993, the property listed hereunder, namely:

Erf 1072, Wierdaperk, Verwoerdburg, JR Transvaal, measuring 1 487 square metres and held by virtue of Deed of Transfer T86088/88, also known as 327 Theunissen Street, Wierda Park, Verwoerdburg.

Improvements: The following information is furnished, although in this regard nothing is guaranteed:

An established tiled roof house, consisting of four bedrooms, two bathrooms, separate toilet, lounge, dining-room, TV/family room, study and kitchen. Carpets in all the rooms except for the kitchen and bathrooms, which are tiled.

Outbuildings: Double garage, servant's room and outside toilet. A swimming-pool and an equiped borehold on the property.

The property is fenced in with prefabricated concrete wall, will be sold in execution on 1 December 1993 at 10:00, at 142 Struben Street, Pretoria, to the highest bidder.

The material conditions of sale are:

1. The property shall be sold to the purchaser for the amount offered by the highest bidder to the Sheriff and accepted by the Sheriff subject to the conditions of section 66 (2) of the Magistrates' Courts Act and the conditions of sale.

2. Payment of the purchase price shall be made by wy of a deposit of 10% (ten per centum) plus the Sheriff's commission on the date of the sale. The balance plus interest shall be payable or guaranteed by way of a bank or building society or other acceptable guarantee, within 21 (twenty-one) days after the date of sale.

3. The purchaser shall be liable for all transfer costs, including transfer duty, Municipal taxes, which may included overdue taxes and legal costs, plus the attorney and Sheriff's costs connected with the sale.

4. The property is sold voetstoots subject to the conditions of title, servitudes, town-planning scheme, and no guarantees are given regarding the extent, patent or latent defects, eviction, the correctness of the description of the property, the improvements thereon or the zoning thereof.

5. The sale shall lapse should the purchaser fail to comply with any of the conditions of the sale, in which event he shall be liable for wasted costs and damages.

6. The conditions of sale shall lie open for inspection at the office of the Sheriff of the Magistrate's Court, Pretoria East and will be read immediately prior to the sale in execution.

Dated at Pretoria this 8th day of November 1993.

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Ms Lindeque/zf/57490.)

KAAP • CAPE

Case 29880/93

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

In the matter between **First National Bank of S.A. Limited,** Plaintiff, and **Averill Barnes,** Defendant

In execution of the judgment of the Magistrate's Court for the District of Wynberg in the above matter, a sale will be held in front of the premises situated at 16 Gail Road, Retreat, at 10:00, on 3 December 1993, of the following property:

Erf 81588, Cape Town at Retreat, in the City of Cape Town, Division of the Cape, in extent 661 (six hundred and sixty-one) square metres, held by Defendant under Deed of Transfer T56499/1992.

The property consists of one single brick dwelling comprising: Three bedrooms, bathroom, kitchen, lounge — under tiled roof.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed/s. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of 10% (ten per cent) of the purchase price immediately and the balance against registration of transfer, in which event the purchaser will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont. (Ref. Mr. G. Isaacson/GT.) (Tel. 64-2170/64-3170.)

Saak 4797/89

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Boland Bank Beperk,** Eiser, en **Cato Anelise Cooper,** Eerste Verweerder, en **Willem Hendrik Cooper,** Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 23 Februarie 1990, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieër op Woensdag, 1 Desember 1993 om 10:00, te Erf 136, De Jonghstraat 11, Strand, naamlik:

'n Onverdeelde kwart aandeel in Erf 136, Strand, ook bekend as De Jonghstraat 11, Strand. *Groot:* 723 (sewe twee drie) vierkante meter.

Verbeterings (nie gewaarborg nie): Die strandhuis bestaan uit vier slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, opwaskamer, sonkamer, buitekamer, garage en het 'n teëldak.

Verkoopvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieër verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshofwet, No. 32 van 1944, soos gewysig.

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Strand, van Posbus 218, Strand, 7140, met telefoonnommer (024) 85-3746, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 22ste dag van Oktober 1993.

M. G. Pienaar, vir Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat; Posbus 1300, Nelspruit. (Verw. mnr. Pienaar/EE/B19/92.)

Case 13612/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank Limited,** Judgment Creditor, and **Mandisa Primrose Silinga,** First Judgment Debtor, and **Nolitha Argrinnette Silinga,** Second Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Mitchells Plain, on 2 September 1993 in the above matter, a sale will be held in front of the Magistrate's Court, Wynberg, on 29 November 1993 at 10:00, of the following immovable property, which is hereby sold in execution:

Erf 18519, Khayelitsha, situated under the jurisdiction of the City Council of Lingelethu West, Administrative District of the Cape, measuring 405 (four hundred and five) square metres, held by Certificate of Ownership TE7606/1992, also known as 6 Manzini Walk, Bongweni, Khayelitsha.

Comprising: Single dwelling, brick walls under an asbestos tiled roof consisting of approximately two bedrooms, kitchen, dining-room, toilet and bathroom.

Conditions of sale:

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed/s. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth 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 building society rate to be paid against transfer and secured within 14 (fourteen) days after the date of sale by a bank or building society guarantee.

3. The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Magistrate's Court or the auctioneer's office.

Dated at Mitchells Plain this 8th day of October 1993.

Parker & Parker, Attorneys for Judgment Creditor, Suite 2, Logday House, Polka Place, Town Centre, Mitchells Plain. (Tel. 324-143/4.) (Ref. R. Parker/ls.)

Case 22359/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **First National Bank Ltd,** Plaintiff, and **Oreste Andrea Marsiglia,** Defendant

In pursuance of a judgment given in the Court of the Magistrate of Cape Town and a writ of execution dated 22 October 1991, a sale in execution will ake place on Monday, 29 November 1993 at 10:30, at 9 Embassy Court, High Level Road, Sea Point, Cape, of:

Certain:

1. Section 9, as shown and more fully described on Sectional Plan SS242/1990, in the building or buildings known as Embassy situated at Sea Point, Municipality of Cape Town, of which the floor area, according to the said sectional plan, is 63 (sixty three) square metres in extent; and

2. 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 ST242/1990(9)(UNIT).

3. An exclusive use area described as Parking Bay P2, measuring 15 (fifteen) square metres, being part of the common property, comprising the land and building or buildings known as Embassy, situated at Sea Point, Municipality of Cape Town, as shown and more fully described on Sectional Plan SS242/1990 held under Certificate of real right/Notarial Deed of Cession Sk268/91.

The property is a single-storey dwelling of brick walls under tiled roof comprising approximately one bedroom, bathroom, toilet and lounge.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. 10% (ten per cent) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within 30 (thirty) days after date of sale.

The sale shall also be subject to furhter conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the district of Cape Town, who shall be the auctioneer.

Dated at Cape Town this 20th day of October 1993.

MacCallums, for T. A. Goldschmidt, Execution Creditor's Attorneys, 35 Wale Street, Cape Town. (Ref. TAG/SW.)

Case 562/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **W. Dimaza,** First Execution Debtor, and **B. N. N. Dimaza,** Second Execution Debtor

In pursuance of a judgment in Magistrate's Court of Cradock, on 27 September 1993, and attachment in execution the property listed hereunder will be sold in execution on Monday, 29 November 1993 at 10:00, at the Magistrate's Court, Cradock, to the highest bidder and for cash:

The leasehold in Erf 131, Lingelihle, District of Cradock, and situated at 67 Ntenetyana Street, Lingelihle, Cradock.

It is reported that a complete 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 Metcalf & Co., 80 Frere Street, Cradock.

Dated at Cradock this the 25th day of October 1993.

W. A. T. Schulze, for Metcalf & Co., Plaintiff's Attorneys, 80 Frere Street, Cradock. [Tel. (0481) 3024.]

Case 299/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **R. V. Makala,** Execution Debtor

In pursuance of a judgment in Magistrate's Court of Cradock, on 29 March 1993, and attachment in execution the property listed hereunder will be sold in execution on Monday, 29 November 1993 at 10:00, at the Magistrate's Court, Cradock, to the highest bidder and for cash:

The leasehold in Erf 2261, Lingelihle, District of Cradock, and situated at 8 Qhina Street, Lingelihle, Cradock.

It is reported that a complete 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 Metcalf & Co., 80 Frere Street, Cradock.

Dated at Cradock this the 25th day of October 1993.

W. A. T. Schulze, for Metcalf & Co., Plaintiff's Attorneys, 80 Frere Street, Cradock. [Tel. (0481) 3024.]

Case 542/92

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **J. N. Goosen,** Execution Debtor

In pursuance of a judgment in Magistrate's Court of Cradock, on 13 July 1992, and attachment in execution the property listed hereunder will be sold in execution on Monday, 29 November 1993 at 10:00, at the Magistrate's Court, Cradock, to the highest bidder and for cash:

Erf 2630, Dradock, in the Municipality and Division of Cradock, and situated at 8 Setaria Street, Cradock.

It is reported that a complete 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 Metcalf & Co., 80 Frere Street, Cradock.

Dated at Cradock this the 25th day of October 1993.

W. A. T. Schulze, for Metcalf & Co., Plaintiff's Attorneys, 80 Frere Street, Cradock. [Tel. (0481) 3024.]

Saak 6382/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Munisipaliteit Paarl,** Eksekusieskuldeiser, en **A. Sampson,** Eerste Eksekusieskuldenaar, en **D. Sampson,** Tweede Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 30 September 1993, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te Runellistraat 23, Paarl-Oos, verkoop word op 29 November 1993 om 11:00, aan die hoogste bieër:

Erf 15942, Paarl, in die munisipaliteit en afdeling Paarl, groot 370 (driehonderd en sewentig) vierkante meter, geleë te Runellistraat 23, Paarl-Oos.

Verkoopvoorwaardes:

1. Die verkoping sal aan die hoogste bieër geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls en bepalings wat daarvolgens die Transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 17,25% (seventien komma twee vyf 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 kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 21ste dag van Oktober 1993.

Oosthuizen & Kie., Prokureurs vir Eiser, Hoofstraat 304, Posbus 246, Paarl. [Tel. (02211) 2-3014/5/6.] [Fax. (02211) 2-2756.] (Verw. MO/mv.)

Case 20969/88

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Denver Finance (Pty) Limited,** Plaintiff, and **Ismail Collins,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, and a warrant of execution dated 3 June 1993, the following property will be sold in execution on 1 December 1993 at 10:00, in front of Wynberg Court-house, to the highest bidder:

Certain: 206 Mandalay, measuring 469 square metres, known as 53 Debussy Cresent, Mandalay.

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 following improvements on the property have been reported, but nothing is guaranteed: Zoned special residential.

3. *Terms:* The purchase price shall be paid as per ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at the rate stipulated in the First Mortgage Bond registered against the property to date of payment, within fourteen (14) days to be paid or secured by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Court, Wynberg, immediately prior to the sale, may be inspected at his office, Wynberg, and at the offices of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

Dated at Johannesburg on this the 25th day of October 1993.

E. A. Ronbeck, for Bredell & Murray, Plaintiff's Attorneys, c/o Document Exchange, 28 Short market Street, Cape Town. [Tel. (011) 880-1864/7.] (Ref. Mrs Mazzola/Mrs van Zyl/C20.) (Docex 204 Johannesburg.)

Case 17912/92

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

First National Bank, *versus* **Mogamad Moegsien Cornelius**

The property: Erf 113613, Retreat, in extent 456 square metres, situated at 53 Ninth Avenue, Retreat.

Improvements (not guaranteed): Brick dwelling, tiled roof, three bedrooms, bathroom, kitchen, lounge, dining-room and double garage.

Sale date: 7 December 1993 at 10:00.

Place of sale: 53 Ninth Avenue, Retreat.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated the 22nd day of October 1993.

Pincus Matz, Marquard Hugo & Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Saak 1702/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **Grant Riley Healey,** Eerste Eksekusieskuldeiser, en **Ellen David Healy,** Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Wellington, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Woensdag, 24 November 1993 om 10:00, te Bordeauxstraat 49, Wellington, naamlik:

Erf 4274, Wellington, in die Munisipaliteit Wellington, afdeling Paarl, groot 786 (sewehonderd-en-tagtig) vierkante meter, gehou deur die Eksekusieskuldenaars kragtens Transportakte T6616/93, onderhewig aan die veilingsvoorwaardes hieronder uiteengesit.

Gedateer te Paarl hierdie 11de dag van November 1993.

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 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, Wellington.

Gedateer die 22ste dag van Oktober 1993.

Van Wyk Gaum Fouchee Ing., Eksekusieskuldeiser se Prokureurs, Hoofstraat 345, Paarl.

Case 2971/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Judgment Creditor, and **Clifford Bestenbier** (married in community of property to Denise Bestenbier), Judgment Debtor

In pursuance of judgment granted on 16 July 1993, in the Strand Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 December 1993 at 11:00, at 29 Chanita Street, Rusthof, Strand, to the highest bidder:

Description: Erf 14429, The Strand, in the Municipality of the Strand, Division of Stellenbosch.

In extent two hundred and thirty-eight (238) square metres.

Postal address: 29 Chanita Street, Rusthof, Strand.

Improvements: With a dwelling thereon.

Held by the Defendant in his name under Deed of Transfer T16712/90.

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 purchaser 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, 4 Kleinbos Avenue, Strand.

Dated at Somerset West this 19th day of October 1993.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Saak 170/91

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE TULBAGH

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **R. Strydom,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 18 Augustus 1993, sal die hieronder vermelde eiendom verkoop word op 10 Desember 1993 om 11:00, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 770, Tulbagh, afdeling Tulbagh, groot 288 vierkante meter gehou kragtens Akte van Transport T4250/90, bekend as Van der Stelstraat 34, Tulbagh, 6820.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik:

Losstaande enkelverdiepingwoonhuis, twee slaapkamers, kombuis, badkamer, sitkamer, stoorkamer en enkelmotorhuis.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Tulbagh en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende:

Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 22ste dag van Oktober 1993.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. QS0107.)

Case 1485/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **E P Building Society,** Plaintiff, and **Brian Norman Simons,** First Defendant, and **Marcia Brenda Simons,** Second Defendant

In pursuance of a judgment in the Magistrate's Court dated 17 March 1993, the following will be sold in execution on 30 November 1993 at 11:45, at 33 Warwick Crescent, Stratford Gardens, Cape:

Erf 1089, Eerste River, situated in the Local Area of Blue Downs, Division of Stellenbosch, in extent 365 (three hundred and sixty-five) square metres, held by Deed of Transfer T38703/91.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom and toilet under tiled roof.

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 guarantee cheque to the Sheriff of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of 16,95% (sixteen comma nine five 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 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 Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the Auctioneer's office.

Dated at Cape Town this 25th day of October 1993.

G. P. Griffiths, for Hazell & Rabie, Plaintiff's Attorneys, 54 Keerom Street, Cape Town. (Ref. GPG/pw/W12927.)

Saak 746/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SWELLENDAM GEHOU TE SWELLENDAM

In die saak tussen **Boland Bank Beperk,** Eksekusieskuldeiser, en **Frans Fielies,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op Swellendam in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Swellendam, op 2 Desember 1993 om 10:00, te Landdroskantoor, Van Riebeeckstraat, Heidelberg, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Beskrywing van eiendom: Sekere Erf 206, Slangrivier, in die landelike gebied van Slangrivier, administratiewe distrik Swellendam, groot 813 (agthonderd en dertien) vierkante meter.

Bestaande uit 'n baksteen woonhuis met asbesdak en staalvensters, met drie slaapkamers, kombuis, sit- en eetkamer, toilet met badkamer, motorhuis aan huis en stoep met dak.

Terme: 10% (tien persent) van die koopprys en 3% (drie persent) afslaersgelde (minimum R10) in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 17,25% (sewentien komma twee vyf persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom op die balans koopsom, synde okkupasie huur aan enige versekerde skuldeiser.

Gedateer te Swellendam op hede die 22ste dag van Oktober 1993.

W. J. Stapelberg, vir Louw & Steyn, Prokureur vir Eksekusieskuldeiser, Posbus 11, Voortrekkerstraat 78, Swellendam. (Verw. WJS/lm.)

Saak 24806/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **ABSA Bank Bpk.,** handeldrywend as Trust Bank, Eiser, en **Gail van Litsenborgh,** Verweerder

In die gemelde saak sal 'n veiling gehou word op Donderdag, 2 Desember 1993 om 14:00, op die perseel te Wellingtonlaan 60, Wynberg:

Erf 91871, Kaapstad te Wynberg, geleë in die Stad Kaapstad, afdeling Kaap, groot 243 (tweehonderd drie-en-veertig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T57653/1992.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelakte.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 16,75% (sestien komma sewe vyf persent) per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, en dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 22,25% (twee-en-twintig komma twee vyf persent) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

'n Woonhuis bestaande uit 'n enkelverdieping skakelhuis van baksteen met teëldak, bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Wynberg en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 20ste dag van Oktober 1993.

Marais Muller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061) (Verw. A. J. van Zyl/A. Rudman/Z89992.)

Case 2407/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff, *versus* **Deon Paul Antonio Appollis,** Defendant

In pursuance of a judgment dated 20 October 1993, and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 26 November 1993 at 15:00:

Erf 6828, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 349 (three hundred and forty-nine) square metres, situated at 8 Limberg Street, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a concrete tiled roof consisting of two bedrooms, lounge, dining-room, kitchen and bathroom.

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 centum) on 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 centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R100 plus VAT are also payable on date of sale.

Dated at Port Elizabeth on this 26th day of October 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 22308/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Temba Patrick Maki** and **Noroyi Ethel Maki**

In pursuance of a judgment dated 8 September 1993 and an attachment on 20 October 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, 26 November 1993 at 14:15:

Erf 176, Motherwell N.U.4 in the Administrative District of Uitenhage, in extent 247 (two hundred and forty-seven) square metres, situated at 51 Bikana Street, Motherwell N.U.4, 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 centum) on 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 at Port Elizabeth on this 26th day of October 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **ABSA Bank,** Execution Creditor, and **Dan Lawton Roe John Danckwerts Keevey,** First Execution Debtor, and **Elizabeth Gertha Keevy,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Eastern Cape Division) in the above-mentioned suit a sale without reserve will be held at 18 Smith Street, Port Alfred, on Friday, 26 November 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 for the Supreme Court for the District of Bathurst, 94 High Street, Grahamstown:

Erf 3656, Port Alfred, in the Municipality Port Alfred, Division Bathurst, in extent 950 square metres, held by Deed of Transfer T56500/88.

The following improvements are reported but not guaranteed: A dwelling house, 4 bedrooms, lounge/dining-room, bathroom, kitchen, garage and servants' quarters.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance [plus interest thereon at the rate of 16% (sixteen per cent) per annum calculated from the date of sale to the date of transfer] 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.

Dated at Grahamstown on this the 19th day of October 1993.

Whitesides, Attorneys for Execution Creditor, 115 High Street, Grahamstown. (Ref. Mr. Nunn.)

Case 12590/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Henry John Coetzee,** Judgment Debtor

In pursuance of a judgment granted by the Mitchells Plain Magistrate's Court the following property will be sold in execution by public auction held at Wynberg Court, to the highest bidder on 1 Desember 1993 at 10:00:

Description: Erf 11252, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent one hundred and sixty (160) square metres.

Postal address: 5 Lockhead Street, Mitchells Plain.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet.

Held by Deed of Transfer T578/92.

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 calculated on Plaintiff's claim 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 21 October 1993.

H. C. Van Niekerk, vir Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500. [Tel. (012) 92-6017.]

Case 16379/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Mogamat Shaffiek Ackerdien,** First Judgment Debtor, and **Azizza Ackerdien,** Second Judgment Debtor

In pursuance of a judgment granted by Mitchells Plain Magistrate's Court, the following property will be sold in execution by public auction held at Wynberg, Court, to the highest bidder on 1 Desember 1993 at 10:00:

Description: Erf 534, Weltevreden Valley in the Local Area of Weltevreden Valley, Cape Division, in extent two hundred and ninety six (296) square metres.

Postal address: 68 Goodison Park, Weltevredenpark.

Improvements: Dwelling: Three bedrooms, kitchen, lounge and bathroom/toilet.

Held by Deed of Transfer T31556/89.

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 calculated on Plaintiff's claim 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 21st day of October 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plainiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500.

Saak 4864/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Bpk.,** Eksekusieskuldeiser, en **M. A. Kerdemay,** Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 30 November 1993 om 12:30, op die perseel:

Erf 2250, Blue Downs, in die plaaslike gebied van Blue Downs, afdeling Stellenbosch, groot 309 vierkante meter, gehou kragtens Transportakte T54425/88, ook bekend as Grosvenor Place 19, The Conifers, Blue Downs.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Bestaande uit 3 slaapkamers, badkamer, toilet, sitkamer en kombuis. *Buitegeboue:* Geen.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville/Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 18de dag van Oktober 1993.

A. J. Marias, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case 10475/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Petrus Rudolph de Wet Botha,** First Judgment Debtor, and **Eva Wendy Botha,** Second Judgment Debtor

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 2 December 1993 at 09:00:

Description: Erf 1511, Kuils River in the Municipality of Kuils River, Stellenbosch Division, in extent one thousand four hundred and twenty-five (1 425) square metres. *Postal address:* 3 Langverwacht Road, Kuils River.

Improvements: Dwelling: Four bedrooms, bathroom, toilet, lounge, kitchen, living-room and double garage.

Held by Deed of Transfer T44656/88.

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 calculated on Plaintiff's claim at the rate of 16% (sixteen 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 this 15th day of October 1993.

H. C. van Niekerk, for Van Niekerk, Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500.

Case 15503/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Judgment Creditor, and **Mogamat Yusuf Dollie,** First Judgment Debtor, and **Fowzia Dollie,** Second Judgment Debtor

In pursuance of a judgment by the Mitchells Plain Magistrate's Court on 2 September 1993 the following property will be sold in execution by public auction held at Wynberg Court to the highest bidder on 1 December 1993 at 10:00:

Description: Erf 1244, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent five hundred and forty-eight (548) square metres. Postal address: 41 Tennessee Street, Westridge.

Improvements: Dwelling: Three bedrooms, bathroom, kitchen, lounge, dining-room and family room.

Held by Deed of Transfer T39711/85.

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 calculated on Plaintiff's claim at the rate of 16% (sixteen 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 this 20th day of October 1993.

H. C. van Niekerk, for Van Niekerk, Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500.

Case 2488/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Daniel Joseph Claasen,** First Judgment Debtor, and **Elizabeth Claasen,** Second Judgment Debtor

In pursuance of a judgment granted by the Stellenbosch Magistrate's Court on 23 September 1993 the following property will be sold in execution by public auction held at 7 Isaacs Street, Cloetesville, Stellenbosch, to the highest bidder on 7 December 1993 at 09:30:

Description: Erf 7096, Stellenbosch, in the Municipality and Division of Stellenbosch, in extent five hundred and four (504) square metres. *Postal address:* 7 Isaacs Street, Cloetesville.

Improvements: Dwelling: Three bedrooms, kitchen, lounge, bathroom and toilet.

Held by Deed of Transfer T35284/87.

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 calculated on Plaintiff's claim at the rate of 16% (sixteen 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 this 20th day of October 1993.

H. C. van Niekerk, for Van Niekerk, Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500.

Case 10169/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Willem Frans,** Judgment Debtor

The following property will be sold in execution by public auction held at Kuils River Court to the highest bidder on 2 December 1993 at 09:00:

Description: Erf 2916, Kleinvlei, in the Local Area of Melton Rose, Administrative District of Stellenbosch, in extent two hundred and four (204) square metres. *Postal address:* 56 Palm Crescent, Melton Rose.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet.

Held by Deed of Transfer T32290/87.

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 calculated on Plaintiff's claim at the rate of 16% (sixteen 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 this 20th day of October 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.]

Case 15870/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Deon Robert Solomon,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Mitchells Plain, and writ of execution, dated 17 August 1993, the following property will be sold in execution, in front of the Court-house for the District of Wynberg, on Wednesday, 1 December 1993 at 10:00, to the highest bidder:

Certain: Erf 40980, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 242 (two hundred and forty-two) square metres, held by Deed of Transfer T42576/92, also known as 25 Maralize Street, Morgenster, Mitchells Plain, 7785.

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 aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 21 October 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 W16350.)

Case 7253/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **John Petrus Solomons,** First Defendant, and **Fadielia Solomons,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution, dated 17 August 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday 29 November 1993 at 09:00, to the highest bidder:

Certain: Erf 1532, Blue Downs, in the Local Area of Lower Kuils River 1, Stellenbosch Division, in extent 250 (two hundred and fifty) square metres, held by Deed of Transfer T50169/90, also known as 5 Leon Street, Malibu Village, Blue Downs, 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 aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room/kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 21 October 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 Z19993.)

Case 7252/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Rudolf John Smith,** First Defendant, and **Winifred Fransina Rachel Smith,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution, dated 17 August 1993, the following property will be sold in execution, at the site of the property, 61 Ventura Terrace Bernardino Heights, Kraaifontein, 7570, on Thursday, 2 December 1993 at 11:30, to the highest bidder:

Certain: Erf 2683, Scottsdene, in the Local Area of Scottsdene, Division of Stellenbosch, in extent 270 (two hundred and seventy) square metres, held by Deed of Transfer T84264/92, also known as 61 Ventura Terrace Bernadino Heights, Kraaifontein, 7570.

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 aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 21 October 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 Z20001.)

Case 5326/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Saambou Bank Limited,** Execution Creditor, and **Ismail Israel,** First Execution Debtor, and **Nurunisha Israel,** Second Execution Debtor

The following property will be sold in execution at the premises, namely 14 Weldra Crescent, Northpine, Brackenfell, on 2 December 1993 at 10:00, to the highest bidder:

Certain Erf 9407, Brackenfell, in the Scottsdene Local Area, Stellenbosch Division, in extent 330 (three hundred and thirty) square metres, held by Deed of Transfer T10796/1990, also known as 14 Weldra Crescent, Northpine, Brackenfell.

1. The sale will be 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 deeds of the property in so far as same are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: Dwelling: Dining-room, lounge, three bedrooms, bathroom, toilet, kitchen and single garage.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 16,75% (sixteen comma seven five per centum) 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 an approved guarantee of a deposit taking institution, to be delivered within 14 days after sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, Bellville/Kuils River.

Dated at Cape Town on this 18th day of October 1993.

Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, First Floor, First National Bank Building, 57 Strand Street, Cape Town. (Tel. 26-2670.) (Ref. S. W. Marais/ed/2208 51052.)

Case 10573/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Gary Ronald Petersen,** First Defendant, and **Natasha Daphne Petersen,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 21 September 1993 the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday, 29 November 1993 at 09:00, to the highest bidder:

Certain: Erf 5777, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 166 (one hundred and sixty-six) square metres, held by Deed of Transfer T2403/93, also known as 9 Plane Street, Hindle Park, Kuils River, 7580.

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 aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 21 October 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 Z21433.)

Case 5358/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Abraham Williams,** First Defendant, and **Magdalena Williams,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 9 September 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday, 29 November 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 aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a 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% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 21 October 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 10812/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Michael Abraham Grootboom,** First Defendant, and **Mary Ann Grootboom,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 22 September 1993 the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday, 29 November 1993 at 09:00, to the highest bidder:

Certain: Erf 4737, Blue Downs, in the Local Area of Lower Kuils River No. 1, Division of Stellenbosch, in extent 332 (three hundred and thirty-two) square metres, held by Deed of Transfer T39971/89, also known as 5 Plane Street, Forest Village, 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 aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 21 October 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 Z21432.)

Case 7800/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Ronwen Jeremy Kahn,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 1 September 1993 the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Monday,
29 November 1993 at 09:00, to the highest bidder:

Certain: Erf 4948, Blue Downs, in the Lower Kuils River No. 1, Local Area, Administrative District of Stellenbosch, in extent 277 (two hundred and seventy-seven) square metres, held by Deed of Transfer T66749/89, also known as 7 Waterland Road, The Conifers, Blue Downs, 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 aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 21 October 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 WU2982.)

Case 6225/93

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd) (formerly South African Permanent Building Society), Execution Creditor, and **Willem Daters,** First Execution Debtor, and **Sanna Daters,** Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 19 August 1993, and in pursuance of an attachment in execution dated 29 September 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 25 November 1993 at 11:00, of the following immovable property situated at 24 Sanger Street, Rosedale, Uitenhage.

Zoned: Residential.

Being Erf 16579, Uitenhage, in the Municipality and Division of Uitenhage, in extent 351 square metres, held by Willem Daters and Sanna Daters, under Deed of Transfer T8945/93, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached dwelling under asbestos with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Uitenhage this 22nd day of October 1993.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 5546/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **Agrigro,** Vonnisskuldeiser, en **Henry John Richard Burnett,** Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Worcester, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendomme gehou word op Maandag, 6 Desember 1993:

1. Te Jordaanstraat 9, Worcester, om 10:00.

Erf 3705, Worcester, in die munisipaliteit en afdeling Worcester, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T31908/93 en geleë te Jordaanstraat 9, Worcester.

2. Te Kleustraat 22, Worcester om 11:00. Erf 5189, Worcester, in die munisipaliteit en afdeling Worcester, groot 551 (vyfhonderd een-en-vyftig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T37116/1993, en geleë te Kleustraat 22, Worcester, 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 ($\frac{1}{10}$) 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 bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle 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, Worcester.

Gedateer die 21ste dag van Oktober 1993.

Van Wyk, Gaum, Fouchee Ingelyf, Prokureur vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 10633/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Eastern Province Building Society,** Plaintiff, and **Riana Biermann,** First Defendant, and **Hugo Hendrik Biermann,** Second Defendant

In pursuance of a judgment of the above Honourable Court, the aproperty described hereunder will be sold at the premises of the immovable property commonly known as Industrial Building, Extension 5 Mini Factories, Dawn Road, Montague Gardens, on Thursday, 2 December 1993 at 14:00, namely:

Erf 2481, Montague Gardens, situated in the Municipality of Milnerton, Division of the Cape, in extent 2 287 (two thousand two hundred and eighty-seven) square metres, held by Deed of Transfer T75167/1991, dated 29 November 1992.

Commonly known as Industrial Building, Extension 5 Mini Factories, Dawn Road, Montague Gardens, which property is said, without warranty as to the correctness thereof, to comprise of: Five industrial units, partly finished of cement face brick and asbestos roof, providing for a workshop, office and toilet, measuring the following square meterage:

Unit 1: 280 (two hundred and eighty) square metres.

Unit 2: 360 (three hundred and sixty) square metres.

Unit 3: 230 (two hundred and thirty) square metres.

Unit 4: 300 (three hundred) square metres.

Unit 5: 285 (two hundred and eighty-five) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots 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 current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The following improvements are on the property: Five industrial units, partly finished of cement face brick and asbestos roof, providing for a workshop, office and toilet.

Measuring the following square meterage:

Unit 1: 280 (two hundred and eighty) square metres.

Unit 2: 360 (three hundred and sixty) square metres.

Unit 3: 230 (two hundred and thirty) square metres.

Unit 4: 300 (three hundred) square metres.

Unit 5: 285 (two hundred and eighty-five) square metres.

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 Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 19th day of October 1993.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/jm 20572.) Auctioneer: The Sheriff of the Court, Magistrate's Court, Cape Town.

Saak 3135/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **Jan Johannes Komail,** Eerste Eksekusieskuldenaar, en **Annaline Eugene Komail,** Tweede Eksekusieskuldenaar

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 Donderdag, 25 November 1993 om 10:00, te Curlewisstraat 6, Paarl, naamlik:

Erf 6595, Paarl, in die munisipaliteit en afdeling Paarl, groot 660 (seshonderd-en-sestig) vierkante meter, gehou deur die Eksekusieskuldenaars kragtens Transportakte T16850/80, 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 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 die 22ste dag van Oktober 1993.

Van Wyk Gaum Fouchee Ing., Eksekusieskuldeiser se Prokureurs, Hoofstraat 345, Paarl.

Case EL 593/91

IN THE SUPREME COURT OF SOUTH AFRICA

(East London Circuit Local Division)

In the matter between **Anne Louise Paul,** born Stewart, Plaintiff, and **Peter Anthony Paul,** Defendant

In pursuance of a judgment granted in the Supreme Court (East London Circuit Local Division) and writ of execution dated 11 August 1993, by the above Honourable Court, the following property will be sold in execution on Friday, 3 December 1993 at 11:00, by the Sheriff of the Court at 66 Beaconhurst Drive, Beacon Bay, East London.

Erf 663, Beacon Bay, East London, Municipality of Beacon Bay, Division of East London, in extent 1 445 (one thousand four hundred and forty-five) square metres, held by Deed of Transfer T2263/1987 commonly known as 66 Beaconhurst Drive, Beacon Bay, East London.

The property consists of usual buildings/outbuildings.

Description: Structurally sound dwelling comprising: Entrance hall, lounge, dining-room, small sitting room off kitchen, four bedrooms, two bathrooms and toilets combined, two garages, servant's quarters, swimming-pool, fencing - precast, paving, brick and concrete: Roof: Asbestos with asphalt covering.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court Rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at 28 St James Road, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Dated at East London this 22nd day of October 1993.

Tibbits Mathie Meyer & Gravett, Attorneys for Plaintiff, 29 St Peter's Road, Southern Wood, East London. (Ref. L. Meyer/P17.)

Saak 9641/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Eskom Finance Company (Proprietary) Limited,** Eiser, en **Mervyn Mouries,** Eerste Verweerder, en **Mollie Mouries,** Tweede Verweerder

Ingevolge 'n uitspraak in die Landdroshof vir die distrik Kuilsrivier en lasbrief vir eksekusie gedateer 6 Augustus 1993, sal die volgende eiendom in eksekusie verkoop word by die Landdroshof, Kuilsrivier, op Maandag, 6 Desember 1993 om 09:00, aan die hoogste bieder:

Sekere Erf 3747, Kleinvlei, in die Plaaslike Gebied van Melton Rose, afdeling Stellenbosch, groot 463 vierkante meter, gehou ingevolge Transportakte T18694/88, ook bekend as David Lawrencestraat 5, Kleinvlei, behels drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

Niks in hierdie verband word gewaarborg nie.

Die veilingvoorwaardes lê ter insae in die kantoor van die Balju, Kuilsrivier en sal voor die veiling gelees word; die materiële voorwaardes is:

1. Die veiling is ingevolge van en onderworpe aan die Wet op Landdroshowe en reëls en aan die titelvoorwaardes van die eiendom.

2. 10% (tien persent) van die koopprys moet tydens die veiling betaal word en die res tesame met rente op die Vonniskrediteur se eis teen 19,75% (negentien komma sewe vyf persent) en op enige voorkeurkrediteur se eis teen die koers betaalbaar aan sodanige krediteur van die veilingsdatum tot datum van oordrag, gewaarborg binne veertien (14) dae van veiling moet by oordrag betaal word.

3. Die koper is aanspreeklik vir Balju se kommissie, oordragkoste en belasting koste van eksekusie en enige bedrag verskuldig op die eiendom aan enige Plaaslike Owerheid.

4. Besitname geskied op die veilingsdatum.

Geteken te Bellville op 27 Oktober 1993.

Etienne Louw & Genote, Prokureurs vir Vonniskrediteur, Olivetti Huis 201, Blanckenbergstraat, Bellville. (Verw. Louw.)

Saak 5671/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Eskom Finance Company (Proprietary) Limited,** Eiser, en **Alex Jeneke,** Eerste Verweerder, en **Rosetta Christina Jeneke,** Tweede Verweerder

Ingevolge 'n uitspraak in die Landdroshof vir die distrik Kuilsrivier en lasbrief vir eksekusie gedateer 13 Mei 1993, sal die volgende eiendom in eksekusie verkoop word by die Landdroshof, Kuilsrivier, op Vrydag, 26 November 1993 om 09:30, aan die hoogste bieder:

Sekere Erf 3189, Kleinvlei, in die Plaaslike Gebied van Melton Rose, Administratiewe distrik van Stellenbosch, groot 524 vierkante meter, gehou ingevolge Transportakte T39245/88, ook bekend as Opaalstraat 2, Melton Rose, Eersterivier, behels enkelverdiepinghuis met baksteenmure en teëldak, drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

Niks in hierdie verband word gewaarborg nie.

Die veilingvoorwaardes lê ter insae in die kantoor van die Balju, Kuilsrivier en sal voor die veiling gelees word; die materiële voorwaardes is:

1. Die veiling is ingevolge van en onderworpe aan die Wet op Landdroshowe en reëls.

2. 10% (tien persent) van die koopprys moet tydens die veiling betaal word en die res tesame met rente op die Vonniskrediteur se eis teen 19,75% (negentien komma sewe vyf persent) en op enige voorkeurkrediteur se eis teen die koers betaalbaar aan sodanige krediteur van die veilingsdatum tot datum van oordrag, gewaarborg binne veertien (14) dae van veiling moet by oordrag betaal word.

3. Die koper is aanspreeklik vir Balju se kommissie, oordragkoste en belasting koste van eksekusie en enige bedrag verskuldig op die eiendom aan enige Plaaslike Owerheid.

4. Besitname geskied op die veilingsdatum.

Geteken te Bellville op 21 Oktober 1993.

Etienne Louw & Genote, Prokureurs vir Vonniskrediteur, Olivetti Huis 201, Blanckenbergstraat, Bellville. (Verw. Louw.)

Saak 11236/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Eskom Finance Company (Proprietary) Limited,** Eiser, en **Marthinus Stefanus de Bruyn,** Eerste Verweerder, en **Lorraine Gwendoline de Bruyn,** Tweede Verweerder

Ingevolge 'n uitspraak in die Landdroshof vir die distrik Kuilsrivier en lasbrief vir eksekusie gedateer 23 Julie 1993, sal die volgende eiendom in eksekusie verkoop word by die Landdroshof, Kuilsrivier, op Vrydag, 26 November 1993 om 09:30, aan die hoogste bieder:

Sekere Erf 1644, Scottsdene, in die Plaaslike Gebied van Scottsdene, Administratiewe distrik Stellenbosch, groot 352 vierkante meter, gehou ingevolge Transportakte T26013/89, ook bekend as Bernadinorylaan 105, Bernadino Heights, Kraaifontein, behels drie slaapkamers, sitkamer, kombuis, eetkamer, garage en badkamer.

Niks in hierdie verband word gewaarborg nie.

Die veilingvoorwaardes lê ter insae in die kantoor van die Balju, Kuilsrivier en sal voor die veiling gelees word; die materiële voorwaardes is:

1. Die veiling is ingevolge van en onderworpe aan die Wet op Landdroshowe en reëls en aan die titelvoorwaardes van die eiendom.

2. 10% (tien persent) van die koopprys moet tydens die veiling betaal word en die res tesame met rente op die Vonniskrediteur se eis teen 19,75% (neentien komma sewe vyf persent) en op enige voorkeurkrediteur se eis teen die koers betaalbaar aan sodanige krediteur van die veilingsdatum tot datum van oordrag, gewaarborg binne veertien (14) dae van veiling moet by oordrag betaal word.

3. Die koper is aanspreeklik vir Balju se kommissie, oordragkoste en belasting koste van eksekusie en enige bedrag verskuldig op die eiendom aan enige Plaaslike Owerheid.

4. Besitname geskied op die veilingsdatum.

Geteken te Bellville op 27 Oktober 1993.

Etienne Louw & Genote, Prokureurs vir Vonniskrediteur, Olivetti Huis 201, Blanckenbergstraat, Bellville. (Verw. Louw.)

Case 32343/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Limited,** Plaintiff, and **Klaas Wagenaar,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 16 November 1992 and a writ of execution dated 23 November 1992, the property listed hereunder will be sold in execution on 25 November 1993, at the front entrance of the Magistrate's Court, Durban Street, Uitenhage, at 11:00:

Certain Erf 12354, Uitenhage, in the Municipality and Division of Uitenhage, measuring 325 (three hundred and twenty-five) square metres, situated at 30 Egret Street, Roseridge, Uitenhage.

Improvements: Although not guaranteed, it consists of single storey, concrete block under tile, private, detached dwelling with fitted carpets, lounge, kitchen, two bedrooms, bathroom and w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. 10% (ten per cent) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 17,25% (seventeen comma twenty-five per cent) interest thereon per annum shall be secured within 21 (twenty-one) days, by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 8th day of October 1993.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street; P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Saak 1304/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SWELLENDAM GEHOU TE SWELLENDAM

In die saak tussen **Allied Bank,** Eksekusieskuldeiser, en **Breede Vrede Investments CC,** Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 16 Februarie 1993, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te Breede Vrede Investments CC, Stoffelsrivier, aan die Breederivier, distrik Swellendam, verkoop word op Woensdag, 1 Desember 1993 om 11:00, aan die hoogste bieër:

Gedeeltes 3, 15 en 16, in die munisipaliteit en afdeling Swellendam. *Groot:* 23,52 en 52 vierkante meter onderskeidelik.

Synde Gedeelte 6 van die plaas Stoffelsrivier 494, geleë in die distrik Swellendam.

Terme:

1. Die verkoping sal aan die hoogste bieër geskied, onderhewig aan die bepalings van die Wet op landdroshowe, No. 32 van 1944, soos gewysig, en die reëls en bepalings wat daarvolgens en volgens die transportaktes gemaak is in so verre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 19,50% (een nege komma vyf nul 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, Swellendam.

Gedateer te Paarl op hierdie 11de dag van Oktober 1993.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Saak 450/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen **Allied Bank,** Eksekusieskuldeiser, en **W. Geldenhuys,** Eerste Eksekusieskuldenaar, en **I. L. Geldenhuys,** Tweede Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Heidelberg, gehou te Heidelberg, en lasbrief gedateer 7 Junie 1993, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te die Landdroskantoor, Van Riebeeckstraat, Heidelberg, op Donderdag, 2 Desember 1993 om 10:00, aan die hoogste bieër verkoop word:

Erf 494, Heidelberg, in die munisipaliteit en afdeling Heidelberg. *Groot:* 1 206 vierkante meter, geleë te Burnsstraat 26, Heidelberg.

Terme:

1. Die verkoping sal aan die hoogste bieër geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls en bepalings wat daarvolgens en volgens die transportaktes gemaak is in so verre 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 17,25% (sewentien komma vyf-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, Heidelberg.

Gedateer te Paarl op hierdie 13de dag van Oktober 1993.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Saak 449/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen **Allied Bank,** Eksekusieskuldeiser, en **A. Geldenhuys,** Eerste Eksekusieskuldenaar, en **H. Geldenhuys,** Tweede Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Heidelberg, gehou te Heidelberg, en lasbrief gedateer 7 Junie 1993, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te die Landdroskantoor, Van Riebeeckstraat, Heidelberg, op Donderdag, 2 Desember 1993 om 10:00, aan die hoogste bieër verkoop word:

Erf 457, Heidelberg, in die munisipaliteit en afdeling Heidelberg. *Groot:* 1 206 vierkante meter, geleë te Hoogstraat 36, Heidelberg.

Terme:

1. Die verkoping sal aan die hoogste bieër geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls en bepalings wat daarvolgens en volgens die transportaktes gemaak is in so verre 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 17,25% (sewentien komma vyf-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 die 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, Heidelberg.

Gedateer te Paarl op hierdie 13de dag van Oktober 1993.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Case 21170/93

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

In the matter between **ABSA Bank Ltd,** trading as United Bank Limited, Plaintiff, and **Daniel Johannes van Zyl,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution dated 17 September 1993, the following property will be sold in execution, at the site of the property, 6 Nicomar Flats, Duncan Street, Parow Valley, 7500, on Monday, 29 November 1993 at 10:00, to the highest bidder:

Certain Section 6, Nicomar, in the Municipality of Parow, Cape Division, in extent 33 (thirty-three) square metres, held by Deed of Transfer ST000093, also known as 6 Nicomar Flats, Duncan Street, Parow Valley, 7500.

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 aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A flat comprising a lounge, kitchen, bedroom, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Belville on 18 October 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z21321.)

Case 1631/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT VREDENBURG HELD AT VREDENBURG

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Plaintiff, and **Lambertus Fourie,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Vredenburg, and writ of execution dated 14 July 1993, the following property will be sold in execution, at the site of the property, 2 Meresteyn Street, Saldanha 7395, on Friday, 26 November 1993 at 12:00, to the highest bidder:

Certain Erf 2774, Portion of Erf 3461, Saldanha, in the Municipality of Vredenburg-Saldanha, Administrative District of Malmesbury, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T3500/91, also known as 2 Meresteyn Street, Saldanha, 7395.

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 aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Vacant land.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 13 October 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 Z19776.)

Case 7548/89

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 **Robert Johannes Jakobus Philander,** First Defendant, and **Mary Margaret Philander,** Second Defendant

In the above matter a sale will be held on Friday, 26 November 1993, at 10:00, at the site of 12 Hendrik Smith Street, Highbury, Kuils River, being 8855, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, measuring 469 (four hundred and sixty-nine) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen per centum (16%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising of four bedrooms, en suite, lounge, dining-room, kitchen, 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 16308/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELVILLE HELD AT BELLVILLE

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Trevor Thomas,** First Defendant, and **Magdaleen Sarelane Thomas,** Second Defendant

In the above matter a sale will be held on Tuesday, 30 November 1993 at 10:00, at the site of 6 Sweetpea Cresent, Dal Josafat, Paarl, being Erf 17803, Paarl, in the Municipality and Administrative District of Paarl, measuring 234 (two hundred and thirty-four) 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 interests thereon at the rate of sixteen per centum (16%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): a dwelling, comprising of two bedrooms, lounge, kitchen, 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 Paarl, 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 8678/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **K S M Milling Company (Pty) Ltd,** Plaintiff, and **Emmanuel Tsesmelis,** Defendant

In execution of a judgment of the Magistrate's Court, East London, in the above matter, a sale will be held on Wednesday, 24 November 1993 at 10:00, on the site of the immovable property referred to below:

Erf 146, East London, Municipality and Division of East London, in extent 1 085 (one thousand and eighty-five) square metres, held under Deed of Transfer T3090/1989, situate at 32 Beulah Road, Summerpride, East London.

The following information relating to the property is furnished but not guaranteed in any way:

Construction under corrugated zinc roof, three bedrooms, two bathrooms, dining-room, lounge, kitchen, pool and pool bar, garage and servants' quarters with toilet.

Conditions of sale:

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 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 ten (10) 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 said attorneys.

4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

5. The sale is subject to the proceeds of the sale being sufficient to satisfy the claim of any preferent creditor in full.

Dated at East London this 26th day of October 1993.

Brown, Hurley & Miller, Plaintiff's Attorneys, Fourth Floor, First National Bank, Oxford Street, East London.

Saak 5169/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **Solomon Ross,** Eerste Eksekusieskuldenaar, en **Levona Francis Ross,** Tweede Eksekusieskuldenaar

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 Donderdag, 25 November 1993 om 10:30, te Lilacstraat 29, Groenheuwel, Paarl, naamlik:

Erf 17960, Paarl, in die Munisipaliteit en afdeling Paarl, groot 340 (driehonderd en veertig) vierkante meter, gehou deur die Eksekusieskuldenaars kragtens Transportakte T26799/90, onderhewig aan die veilingvoorwaardes hieronder uiteengesit.

Gedateer te Paarl hierdie 11de dag van November 1993.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalings 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.

Datum: 22 Oktober 1993.

Van Wyk, Gaum, Fouchee Ing., Hoofstraat 345, Paarl.

Saak 969/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MONTAGU GEHOU TE MONTAGU

In die saak tussen **ABSA Bank,** Eksekusieskuldeiser, en **G. Johnstone-Robertson,** Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Montagu, gehou te Montagu, en lasbrief gedateer 25 Januarie 1993, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te die Landdroskantoor, Montagu, op Donderdag, 2 Desember 1993 om 10:00, aan die hoogste bieër verkoop word:

Erf 361, Montagu, in die munisipaliteit en afdeling Montagu, groot 1 124 vierkante meter, geleë te Badstraat 35, Montagu.

Terme:

1. Die verkoping sal aan die hoogste bieër geskied, onderhewig aan die bepalings van die Wet op Landdroshowe (No. 32 van 1944), soos gewysig en die reëls en bepalings wat daarvolgens en volgens die transportakte gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling kon kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 18,25% (agtien komma twee vyf 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, Montagu.

Gedateer te Paarl op hierdie 20ste dag van Oktober 1993.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Saak 2119/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Standard Bank van S.A. Beperk,** Eiser, en **Annie Cicilie Coetzee,** Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word op die perseel van woning, naamlik Erf 191, Stilbaai-Wes, in die munisipaliteit Stilbaai, afdeling Riversdal, op 15 Desember 1993 om 10:00:

Sekere Erf 191, Stilbaai-Wes, in die munisipaliteit Stilbaai, afdeling Riversdal, groot 677 vierkante meter.

Verbeterings: Verbeterde eiendom.

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 19,25% (negentien komma twee vyf 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 verstrek word aan die Balju, Landdroshof, te Riversdal binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van die verkoping lê ter insae by die Balju, Landdroshof, te Riversdal.

Gedateer te Vereeniging hierdie 21ste dag van Oktober 1993.

D. J. Malan, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Posbus 415, Vereeniging, 1940.

Case 8819/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Ayton Daniel Aynsley,** First Judgment Debtor, and **Wilma Patricia Aynsley,** Second Judgment Debtor

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 2 December 1993 at 09:00:

Description: Erf 1775, Eerste River, situated in the Local Area of Blue Downs, Stellenbosch Division, held by Deed of Transfer T65046/92, in extent 350 (three hundred and fifty) square metres

Postal address: 7 Crasula Street, Devon Park Village.

Improvements: Dwelling: Three bedrooms, kitchen, lounge, bathroom and toilet.

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 calculated on Plaintiff's claim at the rate of 16% (sixteen 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 this 18th day of October 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. HVN/Mrs Wolmarans.)

Saak 24529/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **NBS Bank Beperk,** Eiser, en **J. & C. G. Hendricks,** Verweerders

Ingevolge 'n vonnis van die Landdroshof te Wynberg, gedateer 8 Julie 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Tweede Laan 290, Lotusrivier, per publieke veiling te koop aangebied op 1 Desember 1993 om 12:00:

Erf 4132, Grassy Park, ook bekend as Tweede Laan 290, Lotusrivier, afdeling Kaap, groot 683 vierkante meter, gehou kragtens Transportakte T69236/90.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Wynberg, 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 en/of Afslaer 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 16% (sestien 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 belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Wynberg, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 18 Oktober 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EHN301.)

Saak 5917/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Abraham John Holloway,** Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusielasbrief gedateer 27 April 1993, sal die ondergemelde eiendom verkoop word op 3 Desember 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 Baju van die Landdroshof, Port Elizabeth-Wes:

Erf 9292, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 300 vierkante meter, ook bekend as Cherrylaan 38, Bethelsdorp, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 18de dag van Oktober 1993.

Rohan Greyvenstein, vir Greyvensteins Ing., St George-huis, Parkrylaan 104, Port Elizabeth. (Verw. R. Greyvenstein/sh/Z8876.)

Case 9060/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited,** trading as United Bank, Plaintiff, and **David Jonathan Stone & Edith Susette Stone,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 7 December 1993 at 09:15:

Erf 2493, Eerste River, situated in Lower Kuils River No. 1 Local Area, Administrative District of Stellenbosch, in extent 377 square metres, also known as 17 Arago Crescent, High Places, Melton Rose, Eerste River.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with two bedrooms, kitchen, lounge, bathroom and toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 25th day of October 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 4737/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Mohamed Shaik Hoosain,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 16 April 1993 and warrant of execution dated 10 October 1993 the following will be sold in execution on 10 December 1993 at 10:00, at the Court-house being:

Certain land situated at Rylands Estate, in the City of Cape Town, Cape Division, being Erf 110699, Cape Town, at Rylands Estate, measuring 65 (sixty-five) square metres, held under Deed of Transfer 922, dated 9 January 1987, also known as 61 Shanti Crescent, Rylands Estate.

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: Single dwelling built of brick walls under tiled roof consisting of 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 guarantee 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 amunt 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 26th day of October 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. x3c0157/Mrs Wentzel.)

Case 3426/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Deon Johannes Neethling,** First Defendant, and **Karin Neethling,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Malmesbury and writ of execution dated 19 August 1993 the following property will be sold in execution, at the site of the property, 32A Victoria Street, Malmesbury, on Friday, 26 November 1993 at 10:00, to the highest bidder:

Certain Erf 5089, Portion Erf 4934, Malmesbury, in the Municipality of Malmesbury, Division of Malmesbury, in extent 501 (five hundred and one) square metres, held by Deed of Transfer T7927/93, also known as 15 Kloof Street, Malmesbury, 7300.

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 aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., and w.c./shower.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on the 18th day of October 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 Z20123.)

Saak 20407/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk,** Eiser, en **A. J. Maloney,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 17 September 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Duncanstraat 11, Parowvallei, per publieke veiling te koop aangebied op 3 Desember 1993 om 09:15:

Gedeelte Erf 11016, Parow, ook bekend as Duncanstraat 11, Parowvallei, afdeling Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T39273/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Bellville, 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 en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(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 16% (sestien 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 belastings 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, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cillierstraat 1, Bellville.

Datum: 19 Oktober 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN340.)

Case 2544/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Paul Robert Leite,** Defendant

In the above matter a sale will be held on Wednesday, 1 December 1993 at 12:00, at the site of 15 Gourley Road, Penhill, being:

Portion 17 (a portion of Portion 7) of the farm 641, Stellenbosch Division, measuring 1 941 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen per centum (18%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A tiled roof dwelling comprising four bedrooms, two bathrooms, lounge, kitchen and double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/as.)

Case 9590/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Graeme John Michaels,** First Defendant, and **Gillian Michaels,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 13 September 1993, the property listed hereunder, and commonly known as 13 Sir Percival Road, Camelot, Kuils River, the chosen *domicilium citandi et executandi* in terms of Mortgage Bond B15517/92, will be sold in execution in front of the Magistrate's Court of Kuils River, on Wednesday, 1 December 1993 at 09:30, to the highest bidder:

Erf 1304, Hagley, in the Local Area of Blue Downs, Division of Stellenbosch.

In extent: 330 square metres.

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

Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 19th day of October 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1547.)

Case 10662/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Hazerick Investments CC,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg dated 3 August 1993, and warrant of execution dated 23 September 1993, the following will be sold in execution at 10:00, on 10 December 1993, at the Court-house, being:

Certain land situated at Lansdowne, in the City of Cape Town, Cape Division, being Erf 60112, Cape Town at Lansdowne, measuring 496 (four hundred and ninety-six) square metres, held under Deed of Transfer 71626/89, also known as 32 Ladbrook Road, Lansdowne.

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:

Single dwelling built of brick walls under asbestos roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 10% (ten per cent) of the purchase price shall be paid in cash ro or by means of a bank or building society gauranteed 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 cent) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent 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 14 (fourteen) 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 27th day of October 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0122/Mrs Wentzel.)

Case 3768/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Mohamed Cassiem Hoosain,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of The Cape dated 17 April 1990, and warrant of execution dated 20 September 1993, the following will be sold in execution at 10:00, on 10 December 1993, at the Wynberg Court-house, being:

Certain land situated at Athlone, in the City of Cape Town, Cape Division, being Erf 102386, Cape Town at Athlone, measuring 595 (five hundred and ninety-five) square metres, held under Deed of Transfer 28755/74, also known as 58 College Road, Rylands, 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:

Double storey built of brick walls under tiled roof consisting of seven bedrooms, four bathrooms and toilets, kitchen, servants' quarters and prayer room.

3. *Payment:*

3.1 10% (ten per cent) of the purchase price shall be paid in cash or by means of a bank or building society gauranteed 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 cent) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent 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 14 (fourteen) 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 27th day of October 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X0C0202/Mrs Wentzel.)

Case 1803/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Pieter Klaas Albertus,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain dated 1 July 1993, and warrant of execution dated 4 October 1993, the following will be sold in execution at 10:00, on 10 December 1993, at the Wynberg Court-house, being:

Certain land situated at Mitchells Plain, in the City of Cape Town, Cape Division, being Erf 40732, Cape Town at Mitchells Plain, measuring 296 (two hundred and ninety-six) square metres, held under Deed of Transfer 23891/92, also known as 44 Esther Crescent, Morgenster, 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:

Single dwelling built of brick walls under tiled roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 10% (ten per cent) of the purchase price shall be paid in cash or by means of a bank or building society gauranteed 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 cent) per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent 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 14 (fourteen) 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 26th day of October 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0232/Mrs Wentzel.)

Nedcor Bank Limited *versus* **Nceba Sani,** married in community of property to **Nokwayiyo Olga Patricia Sani**

Mitchells Plain **Case 1975/93**

The property: All right, title and interest in the leasehold in respect of Erf 433, Guguletu, in the area of Ikapa Town Council, Administrative District of the Cape (Ny 109, No. 6).

In extent: 253 square metres.

Improvements (not guaranteed): Single dwelling, asbestos roof, lounge, dining-room, kitchen, bedroom, outside bathroom and toilet.

Date of sale: 30 November 1993 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest theron calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 29780/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Adfin (Pty) Ltd,** trading as Rand Trust, Plaintiff, and **Mogamat A. Sultan,** trading as Highway Motors, Defendant

The following property will be sold in execution at the site, on 23 November 1993 at 14:30, to the highest bidder:

Erf 86, Firgrove, situated in the local area of Macassar, Division of Stellenbosch, extent 577 (five hundred and seventy-seven) square metres, held by Deed of Transfer 40451/1987, situated at 1 Seventh Street, Firgrove.

1. The following improvements are reported but not guaranteed: With a dwelling thereon.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma five 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 guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff, Somerset West.

A. G. M. van Rensburg, for Adfin (Pty) Ltd, trading as Rand Trust, Manager for Plaintiff, 130 Adderley Street, Cape Town, 8001.

Saak 30357/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Matthys Christiaan Boucher,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 26 November 1992, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 29 November 1993 om 15:30, op die perseel te Sherryweg 4, Table View, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

Erf 12408, Milnerton, in die Munisipaliteit van Milnerton, afdeling Kaap, groot 600 vierkante meter, gehou kragtens Transportakte T73252/1990.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, een en 'n half badkamer, gang, oopplan kombuis, eet/sitkamer, voor- en agtertuin en is omhein met vibracrete mure.

Die eiendom kan geïnspekteer word in oorleg met die Balju, E. Hurter, Mandatumgebou, Barrackstraat, Kaapstad. (Tel. 45-7560.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Balju-kommissie 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 Balju, E. Hurter, Mandatumgebou, Barrackstraat, Kaapstad. (Tel. 45-7560.)

Datum: 19 Oktober 1993.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/A169.)

Case 19332/93

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

In the matter between **Cape of Good Hope Bank Ltd,** Judgment Creditor, and **Barend Johannes Kock,** Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Bellville, in the above matter, a sale will be held, on Monday, 6 December 1993 at 12:00, and at the property of the following immovable property:

Erf 2396, Eversdal, in the Municipality of Bellville, Cape Division, in extent 818 square metres, held by Deed of Transfer T28166/1993, situated at 5 Rosendal Street, Stellenberg, Bellville, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth ($\frac{1}{10}$) 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 as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed:

A dwelling consisting of entrance-hall, lounge, three bedrooms, en suite, study, bathroom, kitchen and two garages.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Bellville and at the offices of the undermentioned auctioneers Steer & Company, 33 Loop Street, Cape Town.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Building, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/135132.)

Case 1670/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **Leonide Marais,** Plaintiff, and **Llewellyn John Fergus,** Defendant

In pursuance of a judgment granted by the above Honourable Court on 7 October 1993, the hereinafter mentioned property shall be sold in execution by the Sheriff for the District of Middelburg, on Wednesday, 1 December 1993 at 10:00, at the Magistrate's Court, Loop Street, Middelburg, Cape:

1. Remainder of Portion 10 (Excelsior) (a portion of Portion 4) of the farm Bultfontyn 128, in the District of Middelburg, measuring 382,0647 (three hundred and eighty-two comma nought six four seven) hectares.

2. Portion 7 (a portion of Portion 4) of the farm Schoonbeeksfonteyn 174, in the District of Middelburg, measuring 2,4369 (two comma four three six nine) hectares.

3. Portion 13 (Annex Geluk) (a portion of Portion 7) of the farm Zoutpansdrift 127, in the District of Middelburg, measuring 3,3762 (three comma three seven six two) hectares.

4. Remainder of Portion 9 (Excelsior) of the farm Bultfontyn 127, in the District of Middelburg, measuring 169,3578 (one hundred and sixty-nine comma three five seven eight) hectares.

5. Portion 11 (Vergenoeg) (a portion of Portion 9) of the farm Bultfonteyn 128, in the District of Middelburg, measuring 392,5772 (three hundred and ninety-two comma five seven seven two) hectares.

6. Portion 14 (Weltevrede) of the farm Zoutpansdrift 127, in the District of Middelburg, measuring 293,9475 (two hundred and ninety-three comma nine four seven five) hectares.

Held in terms of Deed of Transfer T58526/90.

A deposit of 10% (ten per centum) of the purchase price is payable in cash on the date of the sale and the balance against registration of transfer.

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

Main dwelling house under Harveytile roof, lounge, dining-room, TV-room, four bedrooms, two bathrooms and toilets with shower, office, kitchen with Aga stove, pantry and scullery;

A second dwelling house under corrugated iron roof, lounge/dining-room, two bedrooms, bathroom, shower and toilet and kitchen.

Escom power in both homes, large garden with swimming-pool.

Seven outside buildings around dwelling house with two garages, 23 stables plus four grazing camps.

Large milkshed with two sheds, three labourers homes, one galvanized dam at home with submersible pump.

One kilometre from the home there is an Escom power point with a turbine pump, cement dam and lands for irrigation.

Four camps with drinking troughs.

Strong spring on farm. Farm 10 kilometres from Middelburg and is adjacent to an airfield.

The conditions of sale may be inspected at the offices of the Sheriff, 18 Loop Street, Middelburg, Cape.

Dated at Grahamstown this 27th day of October 1993.

Neville Borman & Botha, Attorneys for Plaintiff, High Street, Grahamstown. (Ref. Mr Borman.)

Case 10713/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Mark Jonathan Whiting,** First Execution Debtor, and **Yolanda Ingrid Whiting,** Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River, in the above matter, a sale will be held on Wednesday, 1 December 1993 at 09:30, in front of the Kuils River Magistrate's Court-house:

Erf 5361, Eerste River, in the Melton Rose Local Area, Administrative District of Stellenbosch, situated at 3 Barbara Close, Santana, Eerste River, measuring 299 (two hundred and ninety-nine) square metres, held by Title Deed T34540/89, dated
22 June 1989.

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 building society rate to be paid against registration of transfer, and secured within 14 (fourteen) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Kuils River.

Dated at Cape Town on this the 25th day of October 1993.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z27334.)

Case 23620/90

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

Nedcor Bank Limited *versus* **R. F. Cleophas**

The property: Erf 80731, Southfield, in extent 402 (four hundred and two) square metres, situated at 22 Ashford Road, Heathfield.

Improvements (not guaranteed): Brick walls, tiled roof, consisting of four bedrooms, two bathrooms, two kitchens, lounge, store-room and a flat consisting of two bedrooms, kitchen and bathroom.

Sale date: 6 December 1993 at 10:00.

Place of sale: On the Wynberg Courthouse Steps.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set our more fully in the conditions and sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated the 26th day of October 1993.

Pincus Matz-Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 10696/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Thozamile Fannie Basholo,** First Execution Debtor, and **Menzile Nelson Basholo,** Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River in the above matter, a sale will be held on Tuesday, 7 December 1993 at 12:15, on site and at the premises of 8 Sunbird Way, Electric City, Blue Downs:

Erf 6265, Blue Downs, in the local area of Blue Downs, situated at 8 Sunbird Way, Electric City, Blue Downs, measuring 390 (three hundred and ninety) square metres, held by Title Deed T62791/92, dated 5 October 1992.

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 building society rate to be paid against registration of transfer, and secured within 14 (fourteen) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Kuils River.

Dated at Cape Town on this the 26th day of October 1993.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z26589.)

Case 722/93

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

In the matter between **The Body Corporate of the Breede Riverine Building No. SS289/84,** Plaintiff, and **J. F. Rossouw,** Defendant

In execution of a judgment of the Magistrate's Court for the District of Swellendam in the above-mentioned suit, a sale will be held at Unit 62, Breede Riverine, Malgas Road, Malgas, Swellendam, on Wednesday, 8 December 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Bellville:

Section 62 as shown and more fully described on Sectional Plan SS289/84, in the building or buildings known as Breede Riverine and situated at Malgas, Swellendam, in the Municipality of Swellendam, Cape Division, of which section the floor area according to the sectional plan is 149 (one hundred and forty-nine) 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 ST6704/88 (62) (Unit), and situated at Unit 62, Breede Riverine, Malgas Road, Malgas, Swellendam.

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

A thatch-roof dwelling consisting of three bedrooms, lounge with open-plan kitchen, bathroom with shower and stoep.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

4% (four per centum) on the proceeds of the sale. Minimum charges R50 (fifty rand).

Dated at Cape Town this 1st day of November 1993.

William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town; P.O. Box 67, Cape Town. (Docex. 88.) (Tel. 22-2084.) (Ref. J. Luitingh/lv/S1081/3049.)

Case 7716/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Abraham Adam Nolan,** First Execution Debtor, and **Elizabeth Nolan,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain dated 5 July 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Wynberg, to the highest bidder on 1 December 1993 at 10:00:

Erf 385, Weltevreden Valley, in the local area of Weltevreden Valley, Cape Division, in extent 417 (four hundred and seventeen) square metres.

Street address: 20 Oxford Crescent, London Village, Mitchells Plain.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed:

Single dwelling with brick walls under tiled roof, consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 7 Electric Street, Wynberg.

4. Payment shall be effected as follows:

10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% (nineteen 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 14 (fourteen) days of the date of sale.

Dated at Bellville on the 1st day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 6918/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Ian-James Smit,** First Execution Debtor, and **Carol Smit,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood dated 20 September 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 29 November 1993 at 11:00:

Erf 1169, Richmond Park, in the Municipality of Milnerton, Cape Division, in extent 500 (five hundred) square metres.

Street address: 6 Zandvliet Close, Richwood.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed:

Tiled roof, brick walls, lounge, kitchen, two bedrooms, bathroom and two garages.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsie's River.

4. Payment shall be effected as follows:

10% (ten per cent) 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 14 (fourteen) days of the date of sale.

Dated at Bellville on the 29th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 11878/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Toyer Dolley**

The following property will we sold in execution at the site of the property, 144 Monte Vista Boulevard, Monte Vista, Cape, on Tuesday, 7 December 1993 at 12:00, to the highest bidder:

Erf 1146, Goodwood, in extent 642 square metres, held by T60054/1991, situated at 144 Monte Vista Boulevard, Monte Vista, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, kitchen, family room, bar, laundry, four bedrooms, two bathrooms/toilet, servant's toilet, attached double garage 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 Riebeek Street, Cape Town. (Ref. D3U0428/gl.)

Case 12241/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Frederick Cloete** and **Helen Sarina Cloete**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 6 December 1993 at 09:00, to the highest bidder:

Erf 1807, Eerste River, in extent 342 square metres, held by T61000/1987, situated at 27 Avon Road, Stratford Park, Eerste River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms, dressing room 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. D1U1524/gl.)

Saak 537/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **Queens Hotel,** Eiser, en **George Gerber,** Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 2 Maart 1993 en 'n lasbrief vir eksekusie uitgereik te Oudstshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 26 November 1993 om 10:00, op die perseel van die Verweerder, naamlik:

Erf 10065, Oudtshoorn, in die munisipaliteit en afdeling van Oudtshoorn, groot 427 (vierhonderd sewe-en-twintig) vierkante meter, gehou kragtens Transportakte T7900/90, ook bekend as Bobby le Rouxstraat 50, Bridgton, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie:

Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer met toilet en buitegeboue.

3. *Voorwaardes:* Die volledige voorwaardes, welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word, sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 21ste dag van Oktober 1993.

Duvenhage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Case 10265/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Theodore Michael Hayes** and **Dawn Catherine Hayes**

The following property will be sold in execution by public auction held at 1 Obell Close, The Conifers, Blue Downs, Eerste River, to the highest bidder, on 3 December 1993 at 11:15:

Erf 2312, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 307 (three hundred and seven) square metres, held by Deed of Transfer T3438/92, situated at 1 Obell Close, The Conifers, Blue Downs, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, bathroom, toilet and three bedrooms.

2. *Payment:* 10% (ten per centum) of the purchase price on the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town this 26th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 13698/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Ivan Alfred du Bois** and **Dorothea Johanna du Bois**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 6 December 1993 at 09:00, to the highest bidder:

Erf 3065, Blue Downs, in extent 350 square metres, held by T5923/1990, situated at 50 Washington Street, Malibu Village, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1596/gl.)

Case 2646/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Marlan Margan King** and **Brenda King**

The following property will be sold in execution at the site of the property, 45 Cook Street, Goodwood, Cape, on Tuesday, 7 December 1993 at 11:00, to the highest bidder:

Erf 6100, Goodwood, in extent 495 square metres, held by T67333/1992, situated at 45 Cook Street, Goodwood, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/toilet, toilet, garage, store-room 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 Riebeek Street, Cape Town. (Ref. D3U0125/gl.)

Case 7423/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Jacques Martin Strauss** and **Jennifer Elaine Strauss**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 6 December 1993 at 09:00, to the highest bidder:

Erf 820, Hagley, in extent 391 square metres, held by T53459/1989, situated at 12 Watford Close, Wembley Park, Hagley, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, 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. D0U2214/gl.)

Case 10937/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **William Carl Conradie** and **Crystel Norma Conradie**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 6 December 1993 at 09:00, to the highest bidder:

Erf 2279, Blue Downs, in extent 364 square metres, held by T39285/1988, situated at 34 Thomas Tucker Avenue, The Conifers, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, 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 Riebeek Street, Cape Town. (Ref. D1U0118/gl.)

Case 18886/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Trevor Grenville Grovers** and **Belinda Fariedah Grovers**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 8 December 1993 at 10:00, to the highest bidder:

Erf 1552, Mandalay, in extent 464 square metres, held by T47316/1987, situated at 6 Mitchelle Avenue, Merrydale, Mandalay, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, 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 Riebeek Street, Cape Town. (Ref. D0U1472/gl.)

Case 9298/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Jonathan Mervin Melvin Meyer** and **Dorothy Elizabeth Meyer**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 8 December 1993 at 10:00, to the highest bidder:

Erf 36263, Mitchells Plain, in extent 160 square metres, held by T79048/1991, situated at 35 Jungfrau Crescent, Tafelsig, 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 Riebeek Street, Cape Town. (Ref. D3U0255/gl.)

Case 636/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Andrew Nowellin van der Merwe** and **Astrid Winifred van der Merwe**

The following property will be sold in execution at the site of the property, Erf 831, Ashton, Rose Crescent, Ashton, Cape, on Thursday, 9 December 1993 at 14:30, to the highest bidder:

Erf 831, Ashton, in extent 776 square metres, held by T59147/1989, situated at Erf 831, Ashton, Rose Crescent, Ashton, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, three bedrooms, study, kitchen, sun room, bathroom/shower/toilet, bathroom/toilet and double garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1077/gl.)

Case 4643/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Eric Peter Joseph Merrington** and **Ray Eslien Merrington**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 6 December 1993 at 09:00, to the highest bidder:

Erf 3984, Eerste River, in extent 421 square metres, held by T3318/1989, situated at 3 Ficus Close, Westminister Park, Eerste River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two 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 Riebeek Street, Cape Town. (Ref. D2U0551/gl.)

Saak 312/93

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE TULBAGH

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **D. S. Theron,** Verweerder

Ingevolge 'n vonnis in die Landdroshof vir die distrik Tulbagh, en 'n lasbrief in bogenoemde saak, gedateer 29 Oktober 1993, word 'n openbare veiling sonder reserweprys gehou deur Balju, Tulbagh, op 2 Desember 1993 om 10:00, by die perseel:

Die plaas Fonteine 350, afdeling Tulbagh, groot 46,0255 hektaar.

Neem kennis dat die veiling onderhewig is aan die bepalings van die Landdroshofwet en Reëls No. 32 van 1944. Die eiendom word voetstoots en onderworpe aan die voorwaardes van die bestaande titelbewys verkoop. Die hoogste bieder sal die koper wees onderworpe aan die bepalings van artikel 66 van bogenoemde Wet.

Neem verder kennis dat een tiende ($\frac{1}{10}$) van die koopsom in kontant of deur middel van 'n bankgewaarborgde tjek onmiddellik na die toeslaan van die bod betaal word en die res van die koopsom tesame met rente daarop teen die heersende bank rentekoers, wat teen registrasie van oordrag betaal word en binne veertien (14) dae van die veilingsdatum moet 'n bank- of bouverenigingwaarborg daarvoor ontvang word.

Neem verder kennis dat die volgende verbeterings op die eiendom is (hoewel niks in hierdie verband gewaarborg word nie): Woonhuis, buitegeboue, store, damme en aanplantings van onder andere wingerd en vrugtebome.

Neem verder kennis dat die volledige veilingvoorwaardes ten tye van die veiling uitgelees sal word en is voor die veiling ter insae by die Balju, Tulbagh, en by die kantoor van die ondergetekendes.

Van Niekerk & Vennote, Eiser se Prokureurs, Van der Stelstraat, Tulbagh. [Tel. (0236) 30-1050.]

Saak 2053/91

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Allied Bouvereniging,** Eiser, en **P. Lottering,** Verweerder

Ter uitvoering van 'n uitspraak in die bogemelde Agbare Hof sal die volgende onverbeterde onroerende eiendom naamlik Erf 7977, Wellington, geleë in die munisipaliteit Wellington, afdeling Paarl, en geleë te Beetstraat 15, Wellington, in eksekusie verkoop word op 17 November 1993 om 10:00, by die perseel geleë te Beetstraat 15, Wellington:

Die vernaamste voorwaardes is:

1. *Betaling:* Tien per centum (10%) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal en die balans [plus rente teen 19,75% (negentien komma sewe vyf persent) per jaar bereken op die Vonnisskuld-eiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 15 dae vanaf die verkoping afgelewer moet word.

2. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Wellington op hierdie 22ste dag van Oktober 1993.

Ingwersen, Feenstra & Marais, Kerkstraat 54, Wellington.

Case 58083/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Mervin John Flandorp**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 8 December 1993 at 10:00, to the highest bidder:

Erf 32178, Mitchells Plain, in extent 150 square metres, held by T22796/1990, situated at 26 Jukskei Crescent, Beacon Valley, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Duplex: Lounge, dining-room, 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 centum) 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. D1U1433/gl.)

Case 60682/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Mogamat Ighsaan Gool** and **Kareema Kassiem**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 8 December 1993 at 10:00, to the highest bidder:

Erf 1626, Weltevreden Valley, in extent 331 square metres, held by T66607/1990, situated at 19 Flamingo Crescent, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to 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. D1U1575/gl.)

Saak 25000/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **L. du Plessis,** Eerste Verweerder, en **D. du Plessis,** Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer sal die ondergemelde eiendom verkoop word op 26 November 1993 om 14:15, by die hoofingang van 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, Port Elizabeth-Suid:

Deel 34, soos aangetoon en vollediger beskryf op Deelplan SS102/93 in die skema bekend as Bridle Glen, ten opsigte van die grond en gebou of geboue geleë te Lorraine, van welke deel die vloeroppervlakte volgens die voormelde Deelplan 49 (nege-en-veertig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aangenoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte 3295/93, ook bekend as Eenheid 22, Bridle Glen, Montmeadyweg, Lorraine, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n woonstel met twee slaapkamers, kombuis, sitkamer en badkamer is.

Geteken te Port Elizabeth op die 27ste dag van Oktober 1993.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case 8918/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLAIN HELD AT MITCHELL'S PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Frikkie Daniel Brandt,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchell's Plain, dated 12 July 1993 and warrant of execution, dated 24 September 1993 the following will be sold in execution on 10 December 1993 at 10:00, at the Wynberg Court House, being:

Certain land situated at Mitchell's Plain, in the City of Cape Town, Cape Division being Erf 13331, Cape Town, at Mitchell's Plain, measuring 205 (two hundred and five) square metres held under Deed of Transfer 2371 dated 16 January 1991, also known as 4 Barents, Rocklands, Mitchell's 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: Semi detached brick residence under tiled roof, consisting of 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 29th day of October 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0187/Mrs Wentzel.)

Case 18077/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Jonathan Cloete,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain dated 16 June 1993 and warrant of execution dated 23 September 1993 the following will be sold in execution on 10 December 1993 at 10:00, at the Wynberg Court-house, being:

Certain land situated at Mitchells Plain, in the City of Cape Town, Cape Division being Erf 5863, Cape Town at Mitchell's Plain, measuring 207 (two hundred and seven) square metres, held under Deed of Transfer 71393 dated 7 December 1989, also knownm as 2 Whitehall Close, Portland.

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: Single dwelling built of brick walls under tiled roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guarantee 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 te 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 29th day of October 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0182/Mrs Wentzel.)

Case 10672/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Merle Edwina Hector,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of the district of Heathfield dated 2 June 1993 and warrant of execution dated 31 August 1993 the following will be sold in execution on 10 December 1993 at 10:00, at the Court-house being:

Certain land situated at Heathfield in the City of Cape Town, Cape Division being Erf 80815 Cape Town at Heathfield, measuring 490 (four hundred and ninety) square metres, held under Deed of Transfer 33737 dated 1971, also known as 18 11th Road, Heathfield.

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: Single dwelling built of brick walls under corrugated roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the messenger of the Court or the auctioneer may arrante;

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 29th day of October 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C1096/Mrs Wentzel.)

Saak 1354/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen **Munisipaliteit van Upington,** Eiser, en **P. A. Julies,** Verweerder

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en 'n uitgereikte lasbrief vir eksekusie, gedateer 27 Mei 1993, sal die ondergemelde eiendom geregtelik verkoop word op 8 Desember 1993, voor die Landdroskantoor, Upington, aan die persoon wie die hoogste aanbod maak, naamlik:

Seker Erf 5825, geleë in die munisipaliteit Upington, afdeling Gordonia, groot 476 vierkante meter, gehou kragtens Transportakte T690/91.

Die volgende besonderhede word verstrek maar nie gewaarborg nie. Die huis is geleë te Skoolstraat 11, Upington. Oopplan kombuis, sitkamer, twee slaapkamers, badkamer en toilet.

Die eiendom word voetstoots verkoop en onderhewig aan alle voorwaardes soos vervat in die bestaande titelakte.

Voorwaardes van verkoping: Die volledige voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Upington, en sal voorgelees word by die verkoping.

Gedateer te Upington op hierdie 26ste dag van Oktober 1993.

Moller Kotze Ing., Prokureurs vir Eiser, Multiprofsentrum, hoek van Mark- en Koöperasiestraat, Upington, 8800.

Case 1354/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GORDONIA HELD AT UPINGTON

In the matter between **Municipality of Upington,** Plaintiff, and **P. A. Julies,** Defendant

In pursuance of the judgment of the above Honourable Court and on issue of writ for execution dated 27 May 1993, a judicial sale will take place of the undermentioned property on Wednesday, 8 December 1993 at 10:00, in front of the Magistrate's Court, Upington, to the person who makes the highest offer, namely:

Erf 5825, Upington, situated in the Municipality of Upington, Division of Gordonia, measuring 476 square metres, held by virtue of Deed of Transfer T690/91.

The following particulars are mentioned but not guaranteed: The house is situated at 11 School Street, Upington.

The property will be disposed of as it stands and subject to all the conditions as apply in the current deed of transfer.

Conditions of sale: The complete conditions of sale shall lie for inspection at the office of the Sheriff, Upington, and shall be read out at the sale.

Dated at Upington on this 26th day of October 1993.

Moller Kotze Inc., Attorney for Plaintiff, Multiprof Centre, corner of Mark and Koöperasie Streets, Upington, 8800.

Case 19365/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Nedcor Bank Limited,** Judgment Creditor, and **S. R. Fleurot,** Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 30 November 1993 at 09:30, at the property of the following immovable property:

1. (a) Section 23, as shown and more fully described on Sectional Plan SS81/1981, in the scheme known as Queenswood, in respect of the land and building or buildings situated at Sea Point West, in the Municipality of Cape Town, of which the floor area, according to the said sectional plan, is 96 (ninety-six) 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.

2. (a) Section 21, as shown and more fully described on Sectional Plan SS81/1981, in the scheme known as Queenswood, in respect of the land and building or buildings situated at Sea Point West, in the Municipality of Cape Town, of which the floor area, according to the said sectional plan, is 9 (nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

3. (a) Section 20, as shown and more fully described on Sectional Plan SS81/1981, in the scheme known as Queenswood, in respect of the land and building or buildings situated at Sea Point West, in the Municipality of Cape Town, of which the floor area, according to the said sectional plan, is 7 (seven) 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.

Also known as 102 Queenswood, Clarens Road, Sea Point, Cape, and comprising a flat with two bedrooms, bathroom, kitchen, lounge, dining-room and dougle garage.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing titles. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers: Paramount Auctioneers, Second Floor, Namaqua House, 36 Burg Street, Cape Town. (Tel. 23-6257.) (Ref. S. Penkin.)

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L.A. Whittaker/ddt.)

Saak 975/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Volkskas Bank,** Eiser, en **Clive Streak,** Verweerder

In navolging van 'n vonnis gedateer 13 Desember 1991, en 'n lasbrief tot uitwinning van onroerende eiendom, gedateer 24 Augustus 1993, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van Kimberley, op Donderdag, 25 November 1993 om 10:00, te die kantore van die Balju te Kimberley, naamlik:

Sekere Gedeelte 108 van die plaas Doorns 131, geleë in die Administratiewe distrik Kimberley, groot 1,2128 hektaar, en sekere Gedeelte 20 ('n gedeelte van Gedeelte 2) van die plaas Doorns 131, geleë in die afdeling Kimberley, groot 534 vierkante meter.

Verkoopvoorwaardes: Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju, Kimberley.

Geteken te Kimberley op hede die 28ste dag van Oktober 1993.

Coetzee & Honiball, Prokureurs vir die Eiser, Chapelstraat, Kimberley.

Aan: Die Balju, Kimberley.

Saak 351/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Bpk.,** voorheen United Bank Bpk., Eksekusieskuldeiser, en **Fred Gordon Delport,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 20 September 1993, en daaropvolgende lasbrief vir ekesekusie gedateer 20 September 1993, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 30 November 1993 om 10:00, te Outeniquastraat 5, George:

Erf 4976, George, in die Munisipaliteit en Afdeling van George, groot 794 (sewehonderd vier-en-negentig) vierkante meter, geleë te Outeniquastraat 5, George, en bestaande uit sitkamer, eetkamer, twee slaapkamers, kombuis, badkamer, toilet, dubbel garage, buitekamer met halwe badkamer met 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 per centum) van die koopprys 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 kantoorure 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, CJ Langenhovenweg, George.

Saak 11356/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **Boland Bank Beperk,** Eiser, en **Proterra Boerdery (Edms.) Beperk,** Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 29 November 1993 om 10:00, by die eiendom te Vergesig, Piketberg, te koop aangebied word:

Gedeelte 31, van die plaas Voorste Valley 152, in die Afdeling Piketberg, groot 98,5911 (agt-en-negentig komma vyf nege een een) gehou kragtens Transportakte T25097/1978, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Woonhuis, dubbelmotorhuis, groot pakstoor, groot koelkamer, skure, werkswinkel, verskeie buitegeboue asook opgaardamme.

'n Deposito van 10% (tien per centum) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by die Balju, Hooggeregshof, Piketberg, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, telefoonnommer 0261-32578.

Gedateer te Kaapstad op hede die 1ste dag van November 1993.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Verw. mnr. Van Breda/PFT/ra.)

Case 10924/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank *versus* **Nerhu Ramara,** and **Theodora Rebecca Ramara**

The following property will be sold in execution by Public Auction held at 38 Stinkhout Street, Blue Downs, to the highest bidder on 3 December 1993 at 12:00:

Erf 4848, Blue Downs, situated in the Lower Kuils River No. 1, Local Area, Division of Stellenbosch, in extent 319 (three hundred and nineteen) square metres, held by Deed of Transfer T20440/89, situated at 38 Stinkhout Street, Blue Downs, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff, and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 18% (eighteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 26th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 1739/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **R. Prinsloo,** Eerste Verweerder, en **H. J. Prinsloo,** Tweede Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Humansdorp in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendomme by die Balju, vir die Landdroshof se kantoor, Hoofstraat 3, Humandsdorp, gehou word op 3 Desember 1993 om 10:30, naamlik:

Erf 4927, Jeffreysbaai, in die Munisipaliteit van Jeffreysbaai, Afdeling van Humansdorp, en geleë te Redbudlaan 5, Jeffreysbaai, groot 600 (seshonderd) vierkante meter.

Verbeterings: Leë erf.

Die veilingvoorwaardes sal voor aanvang van die veiling gelees word en lê ter insae by die kantoor van die Balju vir die Landdroshof.

Terme: 10% (tien per centum) van die koopprys en 4% (vier per centum) afslaerskoste in kontant op dag van die veiling en die balans is betaalbaar op registrasie van transport in die naam van die koper en moet deur 'n bank , bougenootskap of ander aanneembare garansie gewaarborg word, aan die Balju vir die Landdroshof, binne 21 (een-en-twintig) dae vanaf datum van veiling.

Gedateer te Humansdorp hierdie 21ste dag van Oktober 1993.

Nel Muller Mentz & Coetzee Ing., Prokureurs vir Eiser, Bureaustraat 14, Humansdorp.

Case 1655/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **Nedperm Bank Limited,** Plaintiff, and **T. C. Styanda,** Defendant

In execution of a judgment granted in the above Court on 18 August 1993, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on 26 November 1993 at 10:00:

The right, title and interest in the leasehold in respect of Erf 2192, Tantyi, Grahamstown, measuring 360 square metres, held under Deed of Transfer T2192/1.

The property consists of a house with two bedrooms, sitting-room, toilet and kitchen.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction, subject to any servitudes and conditions attaching to the property contained in the relevant title.

2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.

3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 days after the date of the sale.

4. The purchaser shall pay the auctioneer's charges on the day of the sale.

5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown, 6140.

Case 026692/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Lynwol Body Corporate,** Plaintiff, and **Mrs G. E. White,** Defendant

In execution of the judgment of the Magistrate's Court, in the above matter, a sale will be held on 29 November 1993, at 11:30 on the spot, of the following immovable property:

A unit consisting of section 60 as shown and more fully described on Sectional Plan SS109/1991, in the building or buildings known as Lynwol Flats in Cape Town, Municipality of Cape Town, of which section the floor area, according to the said Sectional Plan is 66 (sixty-six) 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 specified in a schedule endorsed on the said sectional plan held under Certificate of Registered Sectional Title ST7360/1992.

The above property is situated and known as 803 Lynwol Flats, Hope Street, Cape Town, and comprises a two-bedroomed flat with kitchen, lounge and bathroom.

Conditions of sale:

1. The property is being sold voetstoots and as it stands and subject to the conditions of the existing sectional title deed. The highest bidder shall be the purchaser.

2. 10% (ten per cent) of the purchase price shall be paid in cash on the day of the sale and 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.

3. *Auctioneers charges payable on the day of sale to be calculated as follows:*

6% (six 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).

4. And subject to further conditions which will be read out at the time of the sale and which may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town.

Kantor Fialkov Frank & Roup, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 1712/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Beperk,** voorheen United Bank Beperk, 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 30 November 1993 om 11:00, 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 koopprys in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne 14 (veertien) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure 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.

Case 1526/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **K.W.T. Municipality,** Plaintiff, and **Ionnis Kacnis,** Defendant

In pursuance of a judgment in the above Honourable Court of 6 September 1993 and a writ of execution dated 3 September 1993, the following immovable property will be sold in execution on 1 December 1993 at 10:10, at the offices of the Sheriff for the Magistrate's Court (Rose-Innes Auctions), 11A Downing Street, King William's Town:

Erf 2131, King William's Town, Municipality and Division of King William's Town.

In extent: 4 047 (four thousand and forty-seven) square metres, being 194 Buffalo Road, King William's Town, held by Deed of Transfer T2634/1982.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 1st day of November 1993.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Case 10924/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Nerhu Ramara** and **Theodora Rebecca Ramara**

The following property will be sold in execution by public auction held at 38 Stinkhout Street, Blue Downs, to the highest bidder on 3 December 1993 at 12:00:

Erf 4848, Blue Downs, situated in the Lower Kuils River 1 Local Area, Division of Stellenbosch.

In extent: 319 (three hundred and nineteen) square metres, held by Deed of Transfer T20440/89, situated at 38 Stinkhout Street, Blue Downs, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *The following information is furnished* (but not guaranteed): A dwelling consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

3. *Payment:* 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest at the current rate of 18% (eighteen per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this the 26th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 451/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **Nedperm Bank Limited,** Plaintiff, and **V. P. Nkwinti,** Defendant

In execution of a judgment granted in the above Court on 23 August 1993, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on 26 November 1993 at 10:00:

The right, title and interest in the leasehold in respect of Erf 764, Kings Flats, Grahamstown, measuring 276 square metres, held under Deed of Transfer T1534/91.

The property consists of a house with two bedrooms, sitting-room, kitchen and bathroom.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.

2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.

3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 days after the date of the sale.

4. The purchaser shall pay the auctioneer's charges on the day of the sale.

5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown, 6140.

Case 2269/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **Nedperm Bank Limited,** Plaintiff, and **B. R. Duda,** Defendant

In execution of a judgment granted in the above Court on 13 May 1993, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on 26 November 1993 at 10:00:

The right, title and interest in the leasehold in respect of Erf 72, Makanaskop, Grahamstown, measuring 257 square metres, held under Deed of Transfer T72/1.

The property consists of a house with two bedrooms, sitting-room and kitchen.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction, subject to any servitudes and conditions attaching to the property contained in the relevant title.

2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.

3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 days after the date of the sale.

4. The purchaser shall pay the auctioneer's charges on the day of the sale.

5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown, 6140.

Case 10265/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Theodore Michael Hayes** and **Dawn Catherine Hayes**

The following property will be sold in execution by public auction, held at 1 Obell Close, The Conifers, Blue Downs, Eerste River, to the highest bidder, on 3 December 1993 at 11:15:

Erf 2312, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 307 (three hundred and seven) square metres, held by Deed of Transfer T3438/92, situated at 1 Obell Close, The Conifers, Blue Downs, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, bathroom, toilet and three bedrooms.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 26th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1466/93

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

In the matter between **Manuel Papier,** First Judgment Creditor, and **Sophia Noreen Papier,** Second Judgment Creditor, and **Susan Petronella Jacoba Rodgers,** Judgment Debtor

In execution of the judgment of the Magistrate's Court, Malmesbury, on 8 June 1993, in the above matter, a sale will be held at the site on 30 November 1993 at 10:00, of the following immovable property which is hereby sold in execution:

Erf 193, Mamre, in the Rural Area of Mamre, Malmesbury Division, measuring six hundred (600) square metres, held by Deed of Grant 52297/87, also known as 10 Toll Road, Mamre, Cape, comprising a single brick dwelling under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and an outside 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 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 building society rate to be paid against transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Magistrate's Court or the auctioneer's office.

Dated at Mitchells Plain this 1st day of November 1993.

Papier, Charles & Associates, Attorneys for Judgment Creditor, Suite 12, The Plain, Allegro Lane, Town Centre, Mitchells Plain. (Ref. MO/MLB/CL 184/92.)

Case 745/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **National Media Limited,** Plaintiff, and **Ionnis Kacnis,** Defendant

In pursuance of a judgment in the above Honourable Court of 22 May 1990, and a writ of execution dated 13 November 1992, the following immovable property will be sold in execution on 1 December 1993 at 10:10, at the offices of the Sheriff for the Magistrate's Court (Rose-Innes Auctions), 11A Dowing Street, King William's Town:

Erf 2131, King William's Town, Municipality and Division of King William's Town, in extent 4 047 (four thousand and forty-seven) square metres, being 194 Buffalo Road, King William's Town, held by Deed of Transfer T2634/1982.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (P. Wood/lrw.)

Case 1156/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Dispatch Media Limited,** Plaintiff, and **Ionnis Kacnis,** Defendant

In pursuance of a judgment in the above Honourable Court of 28 June 1991, and a writ of execution dated 6 August 1993, the following immovable property will be sold in execution on 1 December 1993 at 10:10, at the offices of the Sheriff for the Magistrate's Court (Rose-Innes Auctions), 11A Dowing Street, King William's Town:

Erf 2131, King William's Town, Municipality and Division of King William's Town, in extent 4 047 (four thousand and forty-seven) square metres, being 194 Buffalo Road, King William's Town, held by Deed of Transfer T2634/1982.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 1st day of November 1993.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (P. Wood/lrw.)

Case 9026/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **The Body Corporate of La Fayette,** Execution Creditor, and **Born Rite Investments CC,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town and writ of execution dated 29 August 1993, the following property will be sold in execution, at the site of the property at 105 La Fayette, corner of Main and Hall Roads, Sea Point, on Thursday, 2 December 1993 at 09:30, to the highest bidder:

Certain:

(a) Section 21, as shown and more fully described on Sectional Plan SS28/1983, in the scheme known as La Fayette, in respect of the land and building or buildings situated at Sea Point, in the Municipality of Cape Town, Cape Division, of which section the floor area according to the sectional plan is 99 (ninety-nine) square metres.

(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 ST28/1983 (21) (Unit), also known as 105 La Fayette, corner of Main and Hall Roads, Sea Point.

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 aforegoing, be sold to the highest bidder:

2. The following improvements on the property are reported but nothing is guaranteed:

Sectional title unit consisting of two bedrooms, kitchen, lounge/dining-room and bathroom.

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 24% (twenty-four 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 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.

Schneider Shargey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. N. Shargey/tl.)

Case 10822/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **South African Mutual Mortgage Investment Corporation (Proprietary) Limited,** Plaintiff, and **Christopher Stewart Ashley,** Defendant

Pursuant to the judgment of the above Court granted on 29 September 1993, and writ of execution issued thereafter, the undermentioned property will be sold in execution on Thursday, 2 December 1993 at 15:00, at 20 Deerfield Close, Table View:

Erf 13834, Milnerton, in the Municipality of Milnerton, Cape Division, in extent three hundred and twenty-three (323) square metres, held under Deed of Transfer T28748/93, known as 20 Deerfield Close, Table View.

The following buildings are situated on the property although in this respect nothing is guaranteed:

A single storey, detached dwelling-house, three bedrooms, one and a half bathroom, kitchen, combined lounge and dining-room and store-room.

Conditions of sale: 10% (ten per cent) of the purchase price together with the Sheriff's charges in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank, building society or other acceptable guarantee to be furnished within thirty (30) days from the date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Supreme Court for the District of Cape Town, Mandatum Building, Barrack Street, Cape Town, 8001.

Signed at Cape Town this 1st day of November 1993.

M. D. Emmett, for Walker Malherbe Godley & Field, Plaintiff's Attorneys, 1505 Pleinpark, Plein Street, Cape Town. (Ref. M. D. Emmett/j.og/W43027.)

NATAL

Case 25185/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Kasthigaran Naicker,** First Defendant, and **Rajwanthi Naicker,** Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 21 October 1993, the immovable property listed hereunder will be sold in execution on Friday, 26 November 1993 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 119 (of 1) of Lot 5 No. 1519, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 583 (five hundred and eighty-three) square metres, situated at 86 Plymouth Road, Allandale, Pietermaritzburg, held by Defendants under Deed of Transfer T21029/90.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single storey dwelling constructed of brick under tile roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, three toilets and garage.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 26th day of October 1993.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritzburg Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Saak 30270/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Applikant, en **Performance Farming Enterprises (Pty) Ltd,** Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 11 Mei 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 1 Desember 1993 om 10:00, by die Landdroskantore, Sir Georgestraat, Colenso, aan die hoogste bieder:

Restant van die plaas Ganna Hoek 1348, Registrasieafdeling Natal RD, groot 1 534,2658 hektaar (eenduisend vyfhonderd vier-en-dertig komma twee ses vyf agt hektaar), gehou kragtens Akte van Transport T5173/1978, geleë te administratiewe distrik Natal.

Die reserweprys is: Geen, onderworpe aan bekragtiging in terme van klousule 14.

Die eiendom bestaan uit:

(1) Groot staalskuur ± 25 × 60 meter gedeeltelik toegebou met 'n sementblok.

(2) Gedeeltelik geboude huis met dak van dekgras en sementblokke bestaande uit twee slaapkamers, sitkamer en twee badkamers.

(3) Gedeeltelik geboude aparte kombuis met 'n dak van dekgras en sementblokke bestaande uit eetkamer, kombuis en kantoor.

(4) Huishoudelike water word verkry vanaf een boorgat en word in twee veselglas opgaartenks bewaar.

(5) Groot rondawel met 'n dak van dekgras en mure van wattelboompale bedek met modder.

(6) Half geboude dupleks gebou met sementblokke.

(7) Swart skoolgebou bestaande uit kantoor en twee klaskamers.

(8) Diptenk.

(9) Twee sement drinkdamme vir beeste.

(10) Die plaas self staan as 'n geheel en is nie onderverdeel nie.

Terme en voorwaardes:

Terme: Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

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

Geteken te Johannesburg op hierdie 12de dag van Oktober 1993.

Tim Du Toit & Kie. Ing., Sewende Verdieping, Nedbankgebou, Commissionerstraat, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax (011) 331-9700.] (Verw. W. A. du Randt/AvH/P57.)

Case 37687/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Ricky Reveleno Pillay,** Defendant

In pursuance of a judgment granted on 16 August 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 30 November 1993 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 1148 (of Subdivision 2279) of the farm Chat One 14542, situated in the City of Durban, Administrative District of Natal, in extent 232 (three hundred and thirty-two) square metres.

Address: 232 Grimby Street, Westcliff, Chatsworth.

Improvements: Semi detached double storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen with built in cupboards tiled, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

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 to be secured by a bank or building society guarantee.

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

Jackson and Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/SN/05N225024.)

Case 30203/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Govindasamy Pillay,** First Defendant, and **Selvarani Pillay,** Second Defendant

In pursuance of a judgment granted on 14 July 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 3 December 1993 at 10:00, at the front entrance to the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 550, Forest Haven, situated in the City of Durban, Administrative District of Natal, in extent 262 square metres.

Address: 123 Hannaford Drive, Foresthaven, Phoenix.

Improvements: Block under asbestos semi-detached flat comprising of three bedrooms, lounge, kitchen, toilet and bathroom, water and lights facilities.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

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 to be secured by a bank or building society guarantee.

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

Jackson and Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/SN/05N011408.)

Case 51656/93

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Sibongile Maureen Mdletshe,** Execution Debtor

In pursuance of a judgment granted on 10 September 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 Friday, 3 December 1993 at 10:00, in front of the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land being: Lot 256, Riverdene, situated in the City of Durban, Administrative District of Natal, in extent three hundred and thirty-one (331) square metres.

Postal address: 68 Riverdene Drive, Newlands West, Durban, 4051.

Improvements: Block under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Town-planning: Zoning: Special Residential 180.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Magistrate's Court, 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 Acting Sheriff for the Magistrate's Court, Durban, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/072/019852/Mrs Chelin.)

Case 1836/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Montford Investments (Pty) Ltd, Yusuf Jacob,** and **Mrs Hawa Bibi Cassim Jacob,** Execution Debtors

In pursuance of a judgment granted on 10 April 1992, in the Court of the Magistrate, Inanda, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land being: Lot 117, La Lucia, situated in the Borough of Umhlanga and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent one thousand five hundred and twenty-one (1 521) square metres.

Postal address: 2 Harrison Place, La Lucia, 4051.

Improvements: Detached double storey brick under tile dwelling consisting of entrance-hall, lounge, dining-room, kitchen, study, nookbar, four bedrooms, two bathrooms, two toilets, toilet and shower, staff room, laundry, two garages, shower and toilet.

Town-planning: Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash 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, Verulam, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/097/001095/Mrs Chelin.)

Case 42748/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Pathmanathan Govender,** First Defendant, and **Rookmoniammal Govender,** Second Defendant

In pursuance of a judgment granted on the 19 August 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 30 November 1993 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth.

Description: Subdivision 1600, of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent four hundred and sixty-five (465) square metres.

Address: 62 Meranti Street, Mobeni Heights.

Improvements: Brick under tile roof dwelling comprising of three bedrooms, built-in cupboard, en-suite carpeted, lounge, dining-room carpeted, kitchen built-in cupboard tiled, bathroom, toilet and verandah.

Outbuildings: Garage, two rooms, toilet and bathroom. Tarred driveway.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

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 to be secured by a bank or building society guarantee.

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

Jackson and Ameen, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N225030.)

Case 297/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Southern Africa Energy Company Limited,** Plaintiff, and **Nel Broers,** Defendants

Take notice that pursuant to a judgment of the above Honourable Court, dated 5 March 1992, and writ of attachment of the undermentioned immovable property will be sold in execution by the Sheriff for the Supreme Court for the District of Glencoe, on Friday, 3 December 1993 at 10:00, on the steps of the Magistrate's Court, Justice Lane, Glencoe, Natal, to the highest bidder:

Lot 71, Hattingspruit, situated in the Hattingh Spruit Health Committee Area and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent four thousand and fifty-one (4 051) square metres.

The property is situated at Lot 71, Hattingspruit, and there is a single storey building constructed of brick under iron roof, suitable for use as offices, erected thereon.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Supreme Court within thirty days after the date of sale.

2. The balance of the purchase price plus interest thereon at the rate of 18,5% (eighteen comma five per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 29 De Beer Street, Glencoe, Natal.

Dated at Pietermaritzburg this 12th day of October 1993.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 19511/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Dirk Cornelus Deyzel,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 27 August 1993, the following immovable property will be sold in execution on 26 November 1993 at 11:00, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

A unit consisting of:

(a) Section 4, as shown and more fully described on Sectional Plan SS126/1983, in the scheme known as Evelyn Court, in respect of the land and building or buildings situated at Pietermaritzburg, of which the floor area, according to the said sectional plan, is 76 (seventy-six) 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, situated at Flat 4, Evelyn Court, 32 Pietermaritz Street, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single storey flat constructed of brick under iron roof consisting of two bedrooms, bathroom, kitchen, dining-room, lounge, 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, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this the 11th day of October 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 11888/92

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Lot 2603 Pietermaritzburg CC,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 22 June 1993, the following immovable property will be sold in execution on 26 November 1993 at 11:00, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1 of Lot 2675, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 942 (nine hundred and forty-two) square metres, situated at 28 Longmarket Street, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A double storey guest house constructed of brick under iron roof, consisting of 30 bedrooms, 24 bathrooms, kitchen, three lounges and two dining-rooms.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this the 13th day of October 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 20526/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Krishna Sundarakumaran Naidoo,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 21 September 1993, the following immovable property will be sold in execution on 26 November 1993 at 11:00, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 220 (of 14) of the farm Belfort Estate 14040, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 692 (six hundred and ninety-two) square metres, situated at 76 Belfort Road, Belfort, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under concrete tile roof, consisting of three bedrooms, one and a half bathroom, kitchen, dining-room, lounge and garage.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this the 15th day of October 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 21619/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Rashid Mohamed,** First Execution Debtor, and **Rehana Mohamed,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 17 September 1993, the following immovable property will be sold in execution on 26 November 1993 at 11:00, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

A unit consisting of:

(a) Section 2, as shown and more fully described on Sectional Plan SS135/81, in the scheme known as Five-O-Eight Bulwer, situated at Pietermaritzburg, of which the floor area, according to said sectional plan is 184 (one hundred and eighty-four) square metres in extent; and

(b) 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, situated at Flat 2, 508 Bulwer, 506 Bulwer Street, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A double storey flat constructed of brick under iron roof, consisting of four bedrooms, two bathrooms, kitchen, dining-room, lounge, study, carport, 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, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this the 18th day of October 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 15382/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Zwelosizi Isaac Ntombela,** First Execution Debtor, **Tolakele Lena Ntombela,** Second Execution Debtor, **Margaret Ann Holtzhausen,** Third Execution Debtor, and **Sipho Phopho Ntombela,** Fourth Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 2 August 1993, the following immovable property will be sold in execution on 26 November 1993 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 40 of Lot 1486, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 669 (six hundred and sixty-nine) square metres, situated at 5 Jessup Road, The Grange, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single storey dwelling-house constructed of concrete under iron roof, consisting of three bedrooms, bathroom, kitchen, dining-room, lounge, carport and servant's toilet.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this the 8th day of October 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 19709/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Radesh Ishwarlall Ramsaroup,** First Execution Debtor, **Ishwarlall Ramsaroup,** Second Execution Debtor, and **Shantnoo Ramsaroup,** Third Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 2 September 1993, the following immovable property will be sold in execution on 26 November 1993 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 3202 (of 3200) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 378 (three hundred and seventy-eight) square metres, situated at 6 Ganges Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single storey dwelling-house constructed of concrete under asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this the 8th day of October 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 5269/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Janet Beauna Rego,** First Execution Debtor, and **Victor Joaquim da Cruz Rego,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 30 March 1993, the following immovable property will be sold in execution on 26 November 1993 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 58 of Lot 621, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 105 (one thousand one hundred and five) square metres, situated at 36 Ernest Tooth Road, Scottsville, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of brick under concrete tile roof, consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, study, garage, swimming-pool and servants' quarters.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this the 11th day of October 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 2805/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Daniel Sidney Arthur Visagie,** First Defendant, **Sylvia Joyce Visagie,** Second Defendant, and **Michelle Sylvia Visagie,** Third Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Tuesday, 19 October 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Newcastle, on the steps of the Magistrate's Court on Friday, 26 November 1993 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Second Floor, Volkskas Building, Voortrekker Street, Newcastle, Natal, namely:

Subdivision 3 of Lot 726, Newcastle, situated in the Borough of Newcastle, Administrative District of Natal, measuring 1 934 (one thousand nine hundred and thirty-four) square metres, which property is physically situated at 17 Jooste Road, Newcastle, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T24698/91.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling-house, brick under metal consisting of an entrance-hall, lounge, dining-room, kitchen, family room, scullery, laundry, three bedrooms, two bathrooms with toilet, shower and toilet. There is an outbuilding consisting of two garages and a toilet.

Zoning: The property is zoned for single residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this the 27th day of October 1993.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 10286/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **S. Roopanand,** First Defendant, and **S. Roopanand,** Second Defendant

In pursuance of a judgment granted on 24 September 1993, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 November 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 363, Forest Hills, situated in the Borough of Kloof and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 4 223 square metres, held by Deed of Transfer T18911/91.

Physical address: Lot 363, Forest Hills (58 Queen/Margaret Crescent, Forest Hills).

Improvements: Vacant land.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 28th day of October 1993.

V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 3331/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Collector of Rates for the Port Edward Town Board,** Execution Creditor, and **Shobraj Inv CC,** Execution Debtor

In pursuance of a judgment granted on 6 January 1993, in the Court of the Magistrate in Port Shepstone, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 December 1993 at 11:00, in front of the Magistrate's Court, Port Shepstone to the highest bidder:

Description: A certain piece of land being Lot 716, Port Edward Extension 2, situated in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 206 (one thousand two hundred and six square metres).

Improvements: Vacant Land.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) 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 Court Sheriff within fourteen (14) days after the date of sale.

3. If more than one propety is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title of law.

The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone or at our offices.

Dated at Margate this 26th day of October 1993.

Austen Smith, Samgram House, Post Office Lane, P.O. Box 1034, Margate, 4275.

Case 11974/91

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Abson Mbata,** Defendant

In pursuance of judgment granted on 7 May 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 26 November 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 Ownership Unit D722, in extent 300 square metres, situated in the Township of kwaDabeka, represented and described on General Plan 328/1984, held by virtue of Deed of Grant 11332.

Physical address: Ownership Unit D722, kwaDabeka Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and asbestos dwelling (47 m^2) comprising of kitchen, lounge, two bedrooms and a outside shower. 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 Magistrate's Court 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 Plainiff 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 posession 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 22nd day of October 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01043/MM.)

Case 35848/93

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

In the matter between **ABSA Bank Limited,** Execution Creditor, **Mr Johannes Petrus van den Berg,** Execution Debtor

In pursuance of a judgment granted on 12 July 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, 14 December 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Remainder of Subdivision 6 of Lot 240, Bellair, situated in the City of Durban, Administrative District of Natal, in extent 1 050 (one thousand and fifty) square metres.

Postal address: 96 Woodlands Avenue, Bellair, 4094.

Improvements: Brick under metal dwelling consisting of lounge, dining-room, kitchen, laundry, three bedrooms, bathroom, and toilet, shower and toilet.

Town-planning zoning: Special Residential 650. *Special privileges:* Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrates Court Sheriff 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 or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U072/017783/Mrs Chelin.)

Case 128/92

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **David Mbongeni Buthelezi,** Defendant

In pursuance of a judgment granted on 30 March 1993 in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1993 at 10:00, in front of the Magistrate's Court, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1952, situated in the Township of Sundumbili, District of Inkanyezi, in extent 300 (three hundred) square metres.

(b) *Street address:* Unit B1952, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under tiled roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 19, Magistrate's Court, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 19th day of October 1993.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 632/92

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Nkwenkwe Alfred Zulu,** Defendant

In pursuance of a judgment granted on 3 September 1992 in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1993 at 10:00, in front of the Magistrate's Court, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1478, situated in the Township of Sundumbili, District of Inkanyezi, in extent 324 (three hundred and twenty-four) square metres.

(b) *Street address:* Unit B1478, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 19, Magistrate's Court, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 18th day of October 1993.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 593/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Sibusiso Mandla Mzimela,** Defendant

In pursuance of a judgment granted on 2 July 1993 in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1993 at 10:00, in front of the Magistrate's Court, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B2307, situated in the Township of Sundumbili, District of Inkanyezi, in extent 324 (three hundred and twenty-four) square metres.

(b) *Street address:* Unit B2307, Sundumbili Township.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of bedroom, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 19, Magistrate's Court, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 19th day of October 1993.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 29694/92

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

In the matter between **A. M. Calia,** Execution Creditor, and **D. Singh,** Execution Debtor

In pursuance of a judgment granted on 20 July 1992 in the Magistrate's Court for the District of Durban held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 7 December 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 120 of Lot 328, Springfield, City of Durban, in extent nine hundred and forty-four (944) square metres.

Street address: 27 Candover Place, Clare Estate, Durban.

Improvements: Brick, wood and iron under iron roof house comprising of lounge, two bedrooms, kitchen, verandah, shower and toilet outside, although nothing in this regard is guaranteed.

Zoning: General Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within twenty-one (21) days after the sale.

2. The purchaser shall be liable for interest to the Bondholder, Nedperm Bank Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 21st day of October 1993.

G. M. Bernstein, for Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban (Ref. Mr Bernstein/ss/C228A 280ZS0073.)

Case 1244/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Execution Creditor, and **Vulindlela Archibald Hlubi,** Execution Debtor

Pursuant to a warrant of execution dated 20 September 1993, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 2 December 1993 at 10:00, in front of the Magistrate's Court, Estcourt:

Ownership Unit, site A969, situated in the Township of Wembezi, situated in the District of Okhahlamba, Magisterial Area Estcourt, in extent four hundred and sixty-five (465) square metres, as shown on the general plan thereof and held under Deed of Grant G2128/88.

Improvements: Dwelling of blocks under asbestos roof comprising of two bedrooms, lounge, kitchen and outside toilet.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, Act No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 18 October 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, 81 Harding Street, P.O. Box 18, Estcourt. [Tel. (0363) 23133.]

Case 744/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Babo Emmanuel Mntungwa,** Defendant

In pursuance of a judgment granted on 2 July 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1993 at 10:00, in front of the Magistrate's Court, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1443, situated in the Township of Sundumbili, District of Inkanyezi, in extent 420 (four hundred and twenty) square metres.

(b) *Street address:* Unit B1443, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of bedroom, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 19, Magistrate's Court, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 19th day of October 1993.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 855/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Dennis Musa Makhathini,** Defendant

In pursuance of a judgment granted on 28 July 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1993 at 10:00, in front of the Magistrate's Court, Eshowe:

1. (a) *Deeds office description:* Ownership unit B2211, situated in the Township of Sundumbili, District of Inkanyezi, in extent 310 (three hundred and ten) square metres.

(b) *Street address:* Unit B2211, Sundumbili Township.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling, comprising of bedroom, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/special privileges or exceptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of he Magistrate's Court, Room 19, Magistrate's Court, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 19th day of October 1993.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 1041/93

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

the matter between **KwaZulu Finance and Investment Corporation Ltd,** Execution Creditor, and **Gilbert Jabulani Sikhakhane,** Execution Debtor

Pursuant to a warrant of execution dated 23 August 1993 the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 2 December 1993 at 10:00, in front of the Magistrate's Court, Estcourt:

Unit A1553, in extent six hundred and seventy-eight (678) square metres, situated in the Township of Wembezi, in the District of Okhahlamba, Magisterial Area Estcourt, as shown on General Plan BA 8/1969 and held under Deed of Grant 78/86.

Improvements: One dwelling of blocks under corrugated iron roof, comprising of three bedrooms, kitchen, lounge, veranda and outside toilet and bathroom.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act No. 32 of 1944), as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 18 October 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 2075/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Erf 227 Aureus X3 (Eiendoms) Beperk** (Reg. No. 84/06016/07), Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 3 August 1993, the immovable property described as:

(1) A unit consisting of:

(a) Section 11, as shown and more fully described on Sectional Plan SS64/89 in the building or buildings known as Stephanie Flats, situated at Margate, of which section the floor area, according to the said sectional plan, is 110 square metres in extent; and

(b) 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 specified in a schedule endorsed on the said sectional plan;

held under Certificate of Registered Sectional Title 64/189 (11) (Unit) dated 10 April 1989; and

(c) the exclusive use, occupation and enjoyment of the areas marked G.1 (garden) as indicated on Sheet 2 of the sectional plan to the exclusion of the rights of all other owners and all other persons, held under Certificate of Real Right SK51/89S dated 10 April 1989.

(2) A unit consisting of:

(a) Section 12, as shown and more fully described on sectional plan SS64/89 in the building or buildings known as Stephanie Flats, situated at Margate, of which section the floor area according to the said sectional plan, is 94 square metres in extent; and

(b) 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 specified in a schedule endorsed on the said sectional plan;

held under Certificate of Registered Sectional Title 64/189 (12) (Unit) dated 10 April 1989; and

(c) the exclusive use, occupation and enjoyment of the areas marked G.2 (garden) as indicated on Sheet 2 of the sectional plan to the exclusion of the rights of all other owners and all other persons, held under Certificate of Real Right SK51/89S dated 10 April 1989.

(3) A unit consisting of:

(a) Section 13, as shown and more fully described on Sectional Plan SS 64/89 in the building or buildings known as Stephanie Flats situated at Margate, of which section the floor area, according to the said sectional plan, is 20 square metres in extent; and

(b) 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 specified in a schedule endorsed on the said sectional plan;

held under Certificate of Registered Title 64/189 (13) (Unit) dated 10 April 1989.

(4) A unit consisting of:

(a) Section 14, as shown and more fully described on Sectional Plan SS64/89 in the building or buildings known as Stephanie Flats, situated at Margate, of which section the floor area, according to the sectional plan, is 20 square metres in extent; and

(b) 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 specified in a schedule endorsed on the said sectional plan;

held under Certificate of Registered Title 64/189 (14) (Unit) dated 10 April 1989;

Will be sold in execution on Friday, 3 December 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 centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered to the Plaintiff's conveyancers within 14 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 or VAT 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 in and to the property shall pass to the Purchaser on the date of sale.

The property is improved as follows:

(1) *Section 11:* A dwelling under brick and asbestos roof consisting of lounge, enclosed verandah, three bedrooms, bathroom, pantry, kitchen, entrance-hall and passage.

(2) *Section 12:* A dwelling under brick and asbestos roof consisting of lounge, enclosed verandah, two bedrooms, bathroom, pantry, kitchen, entrance-hall and passage.

(3) *Section 13:* Building under brick and asbestos consisting of servant quarters (two rooms).

(4) *Section 14:* Building under brick and asbestos consisting of servant quarters (two rooms).

Dated at Port Shepstone on this the 12th day of November 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N222/01N209568.)

Case 792/93

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

In the matter between **KwaZulu Finance and Investment Corp. Ltd,** Plaintiff, and **Mbongeni Bethuel Zulu,** Defendant

In pursuance of a judgment granted on 9 March 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1993 at 10:00, in front of the Magistrate's Court, Eshowe:

1. (a) *Deeds office description:* Ownership Unit A1262, situated in the Township of Sundumbili, District of Inkanyezi, in extent 461 (four hundred and sixty-one) square metres.

1. (b) *Street address:* Unit A1262, Sundumbili.

1. (c) *Property description (not warranted to be correct):* Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is full electrified and on man sewerage.

1. (d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 19, Magistrate's Court, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 19th day of October 1993.

Truter, James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 10734/93

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

In the matter between **Saambou Bank Ltd** (Reg. No. 87/05437/06), Plaintiff, and **Thamba Petros Makhaza,** Defendant

In pursuance of a judgment granted on 10 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 1 December 1993 at 10:00, at the front entrance, Magistrate's Court, Umlazi:

Description: Unit 702, Umlazi Township, Unit 19, in extent 399 square metres. *Postal address:* Unit V702, Umlazi Township.

Improvements: A brick and tile dwelling consisting of two bedrooms, dining-room, bathroom and kitchen.

(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 centum) 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 award 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.

Dated at Durban this 26th day of October 1993.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. (Ref. 07S630257.)

Case 1687/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **June Evelyn Mary Hope,** First Plaintiff, **Christopher Blaikie Hathorn,** Second Plaintiff, **Brian Douglas Sheriffs,** NO, Third Plaintiff, **David Brian Davies,** NO, Fourth Plaintiff, **Christopher Blaikie Hathorn,** NO Fifth Plaintiff, **Leon Aubrey Harold Lewis,** NO, Sixth Plaintiff, **Aubrey Leonard Schaffer,** NO, Seventh Plaintiff, **Zillah Margaret Sayer,** Eighth Plaintiff, **Robert Marley Ellman,** Ninth Plaintiff, **Douglas Christopher Paul Hathorn,** NO, Tenth Plaintiff, and **Rodney William Deane,** Eleventh Plaintiff, and **Julie Anne Hutchins,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division) given at Pietermaritzburg on 8 July 1993, the following immovable property will be sold in execution on Thursday, 2 December 1993 at 10:00, at the Magistrate's Court, Mooi River, Natal, to the highest bidder:

Subdivision 7 (of 4) of the farm Brayhill 4328, situated in the Administrative District of Natal, in extent one hundred and seventeen comma two five three nought nought (117,25300) hectares, which property is held under Deed of Transfer T12201/1989.

The following information is furnished regarding the property but not guaranteed:

1. The property is situated approximately seven kilometres outside Mooi River along the Gaints Castle Road, The farm name is Reedbuck.

2. The property has been improved by the erection thereon of:

(a) A main dwelling-house constructed of brick under a tile roof and consisting of lounge, dining-room, two bedrooms, kitchen, toilet and bathroom;

(b) a secondary dwelling constructed of stone under a corrugated iron roof;

(c) a large rondavel constructed of brick under a thatch roof and consisting of several rooms;

(d) a rondavel constructed of mud under a thatch roof;

(e) one stable and fenced paddock;

(f) one large dam.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the 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 Supreme 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 the Supreme Court for Estcourt, 142 Connor Street, Estcourt.

Dated at Pietermaritzburg this 26th day of October 1993.

Hathorn Cameron & Company, Plaintiff's Attorneys, 225 Church Street, Pietermaritzburg. (Ref. P. Bassett/cn/05-H0020-93.)

Case 25786/91

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

In the matter between **McAllister Dobeyn,** Plaintiff, and **Premier Enterprises (Pty) Ltd,** Defendant

In pursuance of a judgment in the above Court and writ of execution dated 22 March 1993, the immovable property listed hereunder will be sold in execution on Friday, 3 December 1993 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 13 of Lot 6, Lincoln Meade, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 5 146 square metres, situated at 14 Les de Jager Drive, Lincoln Meade, Pietermaritzburg.

Held by Defendant under Title Deed T20947/88.

The following information is given about the immovable property but is not guaranteed:

Zoning: High density residential area, with no improvements.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 25th day of October 1993.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. 19D376191.)

Case 5235/91

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Mvakashi Petrus Shezi,** Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 24 September 1993, the property listed hereunder will be sold in execution on 3 December 1993 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit K184 in the Township of kwaDabeka, in the District of Clermont, in extent four hundred (400) square metres, postal address: Unit K184 kwaDabeka Township, Natal, 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., fitted carpets, Novilon 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 for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 26th day of October 1993.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel 701-1561.) (Ref. Mr Jenkins/02/N012/192.)

Case 55432/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **David Lionel Marimuthu,** First Defendant, and **Kubasheni Marimuthu,** Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 21 September 1993 a sale in execution will be held on 30 November 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:

Section 15 as shown and more fully described on Sectional Plan SS139/81 in the scheme known as Bryanston Heights in respect of the land and building or buildings situate at Durban and in the Local Authority Area of Durban of which the floor area is thirty (30) square metres, with the postal and street address of Flat 113, Bryanston Heights, 169 Berea Road, Glenwood.

Improvements (the following information is furnished but nothing is guaranteed in this regard):

The property consists of a batchelor flat with lights and water comprising of big room, kichenette and toilet with shower.

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 conditios of sale may be inspected at the offices of theSheriff 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 21st day of October 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N035.3363/93.)

Case 57636/90

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

In the matter between **United Building Society Limited** (Reg. No. 86/04794/06), Execution Creditor, and **Piyanee Govender,** First Execution Debtor, and **Mrs Seethamma Govender,** Second Execution Debtor

In pursuance of a judgment granted on 27 November 1990, 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, 7 December 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being: Subdivision 1037 (of 890) of the farm Zeekoe Vallei 787, situate in the City of Durban, Administrative District of Natal, in extent nine hundred and eight-six (986) square metres, now known as Subdivision 63, of Lot 330, Zeekoe Vallei, situate in the City of Durban, Administrative District of Natal, in extent nine hundred and eighty-six (986) square metres. *Postal address:* 109 Esmail Crescent, Parlock, Durban.

Improvements: A large three storey brick under tile, incomplete clinker brick house with poor finishes consisting of entrance-hall, verandah, lounge, dining-room, kitchen, toilet, four bedrooms, bath/toilet, shower/toilet, utility area, double garage, store-room, toilet and shower, swimming-pool, precast fencing (boundary).

Town-planning: Zoning: Special residential, with no special privileges. Nothing is guaranted 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, 15 Milne Street, Durban, 4000, or at our offices.

Dated at Durban this 25th October 1993.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. Docex 71.) (Ref. CMK/045/001181/Mrs Chetty.)

Case 39956/92

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

In the matter between **Saambou Bank Ltd** (Reg. No. 87/05437/06), Plaintiff, and **Mahomed Ismail Moosa,** First Defendant, and **Zarina Moosa,** Second Defendant

In pursuance of a judgment granted on 2 March 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 3 December 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 919, Earlsfield, in extent 404 square metres, postal address: 41 Bromfield Close, Earlsfield.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom. (The nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots.)

Town-planning zoning: Residential, with no special privileges.

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 centum) 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 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, Verulam, at 2 Mountview Shopping Centre, corner of Inanda and Jakaranda Road, Verulam.

Dated at Durban this 26th day of October 1993.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorneys, Stafmayer House, Beach Grove, Durban. (Ref. 07S630219.)

Case 3390/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Stilcrete Investments (Pty) Ltd,** First Defendant, and **Siviwe Jolope,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on 30 June 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 19 November 1993 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, 3610, namely:

Subdivision 5 of Lot 2002, Westville, situated in the Borough of Westville, Administrative District of Natal, in extent 2 035 (two thousand and thirty-five) square metres, which property is physically situated at 76A Thames Drive, Westville, 3630, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T21943/90.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of: Entrance-hall, lounge, dining-room, bar, kitchen, four bedrooms, two bathrooms, two toilets, staffroom, two garages, toilet and shower.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this 28th day of September 1993.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/A332/016723/Mrs Chelin.)

Case 7235/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Richard Karl Valasek,** First Defendant, and **Jean Valasek,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division, on 26 November 1992, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 19 November 1993 at 10:00, on conditions which will be read out by the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, 3610, namely:

(a) Section 125, as shown and more fully described on Sectional Plan SS233/1983, in the scheme known as Birches, in respect of the land and building or buildings situated at Pinetown, Local Authority of Pinetown, of which the floor area, according to the said sectional plan, is 131 (one hundred and thirty-one) square metres.

(b) 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.

Which property is physically situated at 713 The Birches, Emntabeni Street, Pinetown, and which property is held by the above-named Defendants under and by virtue of Certificate of Registered Sectional title 233/1983 (125) (Unit).

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and two toilets.

Zoning: The property is zoned for general residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this 27th day of September 1993.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/045/001331/Mrs Chelin.)

Case 45857/93

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

In the matter between **NBS Bank Limited,** formerly known as Natal Building Society Limited, Plaintiff, and **Mahomed Farouk Ebrahim Latiff,** First Defendant, and **Fazal Ebrahim Latiff,** Second Defendant

In pursuance of a judgment granted on 16 August 1993, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Tuesday, 30 November 1993 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 1397 of Lot Crossmoor 15061, situated in the City of Durban, Administrative District of Natal, in extent 681 (six hundred and eighty-one) square metres, postal address 461 Crossmoor Drive, Crossmoor, Chatsworth.

Improvements: Face brick under asbestos roof, building comprising:

Ground floor: Large shop, store-room, two toilets.

Upper floor: Two flats.

Flat 1: Two bedrooms, lounge, kitchen with built-in cupboards, bath and toilet.

Flat 2: Three bedrooms, kitchen with built-in cupboards, pantry, toilet and bath/shower.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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 Sheriff, Chatsworth, 12 Oak Avenue, Kharwastan.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 19th day of October 1993.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 22052/93

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

In the matter between **Nedcor Bank Limited,** (formerly Nedperm Bank Limited), Execution Creditor, and **Mahthee Hassan Syed,** First Execution Debtor, and **Rookaya Bee Bee Syed,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 21 May 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 November 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Property description: Remainder of Lot 475 Durban North, situated in the City of Durban, Administrative District of Natal, in extent 392 (three hundred and ninety-two) square metres, postal address 260 Sea Cow Lake Road, Sea Cow Lake, Durban.

Improvements: Dwelling consisting of brick and tile comprising: Kitchen, TV-room, lounge and dining-room, two bedrooms (main en suite shower, toilet and wash-basin), toilet, bathroom, wash-basin and toilet, a shower fitting, two double lock-up garages and store-room, verandah, and store-room downstairs. (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 or 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% (eighteen 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, 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 19th day of October 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C/NEDPERM/SALE/S283.)

Case 5258/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Peter Davidson Ngubeni,** First Defendant, and **Nobantu Jacqueline Jean Ngubeni,** Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Deputy Sheriff, Pinetown, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown, on Friday, 26 November 1993 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Deputy Sheriff at the time of the sale:

The property is described as Unit 210 of Kwadabeka, situated in the Township of Kwadabeka and District of Pinetown, Administrative District of Natal, in extent 805 (eight hundred and five) square metres and held under Deed of Grant G1401.

Street address: Lot 210, Kwadabeka, Pinetown.

Improvements: A dwelling comprising four bedrooms, TV-room, two offices, store-room, two bathrooms with toilet, toilet, bathroom, bar, dining-room, kitchen and lounge.

Zoning: General residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Deputy Sheriff, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 14th day of October 1993.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 53384/92

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

In the matter between **Nedbank,** Execution Creditor, and **Krishna Chetty,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 16 November 1992 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 November 1993 at 10:00, outside the front entrance of the Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder:

Property description: Subdivision 1914 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 552 (five hundred and fifty-two) square metres.

Postal address: 2 Mushroom Lane, Mobeni Heights, Chatsworth.

Improvements: Brick under tile roof dwelling comprising:

Basement: Lounge, two bedrooms, toilet, bathroom, kitchen and garage.

Upstairs: Kitchen with built-in cupboards, lounge, dining-room, toilet, bathroom/toilet, three bedrooms and prayer room.

Outbuilding: Room, kitchen and toilet.

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 or R500 (five hundred rand) 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 14 (fourteen) 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 centum) 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 of the Magistrate's Court, 12 Oak Avenue, Kharwastan, Chatsworth.

Dated at Durban this 14th day of October 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban.

Case 128/92

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

In the matter between **Development & Services Board,** Judgment Creditor, and **Haydine (Pty) Ltd,** Judgment Debtor

In pursuance of a judgment and writ of execution of this court, the immovable property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:30, by the Sheriff for the Magistrate's Court, outside the Magistrate's Court, Justice Lane, Glencoe, to the highest bidder, without reserve, subject to the conditions of sale:

Lot 530, Wasbank, situated in the Development Area of Wasbank, Administrative District of Natal, in extent 8 094 (eight thousand and ninety-four) square metres, situated at Rademeyer Street, Wasbank, held by Judgment Debtor under Deed of Transfer T9101/87.

The following information is given about the immovable property but is not guaranteed:

Zoning: Commercial.

Improvements: Block under iron roof building used as butchery and outbuilding.

The conditions of sale, which may be inspected at the office of the aforesaid Sheriff, will be read out immediately prior to the sale.

Dated at Pietermaritzburg on the 13th day of October 1993.

Venn Nemeth & Hart, Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. NLR/04D3200/91.)

Case 1021/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **A. K. Govender,** First Defendant, and **N. Govender,** Second Defendant

In pursuance of a judgment granted on 27 February 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 26 November 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 2370, Kloof Extension 11, situated in the Borough of Kloof and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 2 296 square metres, held by Deed of Transfer T32506/90.

Physical address: 17 Cherry Road, Circle Park, Kloof.

Improvements: Single storey, brick under tile dwelling, three bedrooms, two bathrooms, kitchen, lounge, dining-room and servants' quarters.

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 14 (fourteen) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 21st day of October 1993.

V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 856/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Plaintiff, and **Musawenkosi Wilson Ngubane,** Defendant

In pursuance of a judgment granted on 28 July 1993, in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1993 at 10:00, in front of the Magistrate's Court, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B2570, situated in the Township of Sundubili, District of Inkanyezi, in extent 333 (three hundred and thirty-three) square metres.

(b) *Street address:* B2570 Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of bedroom, lounge, kitchen and bathroom. The property is full electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 19, Eshowe Magistrate's Court.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 20th day of October 1993.

Truter James De Ridder, Lincolns' Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 92/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESTHOWE

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Plaintiff, and **Ntulisibaya Amos Gumede,** Defendant

In pursuance of a judgment granted on 22 February 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1993 at 10:00, in front of the Magistrate's Court, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1193, situated in the Township of Sundumbili, District of Inkanyezi, in extent 458 (four hundred and fifty-eight) square metres.

(b) *Street address:* B1193 Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of bedroom, lounge, kitchen and bathroom. The property is full electrified and on main sewerage.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 19, Eshowe Magistrate's Court.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 20th day of October 1993.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 1324/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter bertween **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **Phillip Zungu,** Defendant

In pursuance of a judgment of the Supreme Court, Pietermaritzburg, dated 2 July 1992, the writ of execution dated 24 February 1993, the immovable property listed hereunder will be sold in execution on Friday, 26 November 1993 at 11:00, at the Sheriff's Sale Room, 5 Bishop Street, Camperdown, to the highest bidder:

Ownership Unit A180, Mpumalanga Township, in the District of Hammersdale, Natal, in extent 419 square metres and held by Deed of Grant 3879/214.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Supreme Court Act and rules made thereunder, and of the title deed in so far as there are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in fully 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 13% (thirteen per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Supreme Court, Camperdown, immediately prior to the sale may be inspected at his office at 5 Bishop Street, Camperdown.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/253/evh.)

Case 995/91

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Execution Creditor, and **Bonginkosi Joseph Vilakazi,** Execution Debtor

Pursuance to a warrant of execution dated 16 August 1993, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 2 December 1993 at 10:00, in front of the Magistrate's Court, Estcourt.

Ownership Unit A1182, situated in the Township of Wembezi, situated in the District of Okhahlamba, Magisterial Area Estcourt, in extent four hundred and sixty-five (465) square metres as shown on General Plan BA8/1969, and held under Deed of Grant G1419/89.

Improvements: Dwelling of blocks under corrugated iron roof comprising of two bedrooms, lounge, kitchen, toilet and shower.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 18 October 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 339/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Execution Creditor, and **Joseph Siphiwe Motha,** Execution Debtor

Pursuant to a warrant of execution dated 22 March 1993, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 2 December 1993 at 10:00, in front of the Magistrate's Court, Estcourt.

Ownership Unit A2106, situated in the Township of Wembezi, situated in the District of Okhahlamba, Magisterial Area of Estcourt, in extent four hundred and sixty-five (465) square metres and held under Deed of Grant 7114/87.

Improvements: Dwelling of blocks under asbestos roof comprising of four bedrooms, dining-room, lounge, kitchen, toilet, bathroom and double garage.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 18 October 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 4879/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Anilray Mothiepersadh Ramdheen,** First Defendant, and **Sharila Ramdheen,** Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division, in the above-mentioned suit, a sale will be held by the Deputy Sheriff, Chatsworth, outside the front entrance of the Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 30 November 1993 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Deputy Sheriff at the time of the sale.

The property is described as: Lot 1014, Shallcross, situated in the Development Area of Shallcross, Administrative District of Natal, in extent two hundred and sixty (260) square metres and held under Deed of Transfer T33615/88, street address 22 Appalachian Street, Shallcross.

Improvements A semi.detached block under asbestos roof dwelling consisting of: Two bedrooms, lounge (carpeted), kitchen (with built-in cupboards) and bathroom/toilet.

Outbuildings: Garage, two rooms, toilet/bathroom.

Zoning: Special residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Deputy Sheriff of the Supreme Court, Fourth Floor, Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Durban this 22nd day of October 1993.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 89/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Bhekani P. Mlangeni,** Defendant

In pursuance of a judgment granted on 18 February 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1993 at 10:00, in front of the Magistrate's Court, Eshowe.

1. (a) *Deeds office description:* Ownership Unit B1554, situated in the Township of Sundumbili, District of Inkanyezi, in extent 306 (three hundred and six) square metres.

1. (b) *Street address:* Ownership Unit B1554, Sundumbili.

1. (c) *Property description (not warranted to be correct):* Single-storey block under asbestos roof dwelling comprising of bedroom, lounge, kitchen and bathroom. The property is full electrified and on main sewerage.

1. (d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 9, Magistrate's Court, Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 20th day of October 1993.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 1245/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Execution Creditor, and **Gcinaphi Maria Madlala,** Execution Debtor

Pursuant to a warrant of execution dated 29 September 1993, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 2 December 1993 at 10:00, in front of the Magistrate's Court, Estcourt.

Ownership Unit A1200, in extent four hundred and sixty-five (465) square metres, as shown on General Plan BA8/1969, and held under Deed of Grant G000733/89, and transferred under Registration T000980/92, situated in the Township of Wembezi, District of Okhahlamba, Magisterial Area of Estcourt.

Improvements: Damaged dwelling of blocks comprising of two bedrooms, lounge, kitchen, bathroom and toilet.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 18 October 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 1405/91

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Execution Creditor, and **Sibusiso Paulos Chonco,** Execution Debtor

Pursuant to a warrant of execution dated 3 December 1992, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 2 December 1993 at 10:00, in front of the Magistrate's Court, Estcourt.

Ownership Unit A1729, situated in the Township of Wembezi, Okhahlamba, situated in the District of Estcourt, in extent four hundred and sixty-five (465) square metres, and held under Deed of Grant G01411/89.

Improvements: Damaged dwelling of blocks comprising of two bedrooms, lounge, kitchen and outside toilet.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 18 October 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 986/91

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Execution Creditor, and **Nhlanhla Gregory Lloyd Zuma,** Execution Debtor

Pursuant to a warrant of execution dated 16 September 1993, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 2 December 1993 at 10:00, in front of the Magistrate's Court, Estcourt.

Ownership Unit/Site A1628, situated in the Township of Wembezi, situated in the District of Okhahlamba, Magisterial Area Estcourt, in extent four hundred and sixty-five (465) square metres as shown on General Plan BA8/1969, and held under Deed of Grant G001384/89.

Improvements: Damaged dwelling of blocks comprising of two bedrooms, lounge, kitchen, toilet and bathroom combined.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 18 October 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 985/91

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Execution Creditor, and **Margaret Thandazile Dlamini,** Execution Debtor

Pursuant to a warrant of execution dated 16 September 1993, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Thursday, 2 December 1993 at 10:00, in front of the Magistrate's Court, Estcourt.

Ownership Unit A1629, situated in the Township of Wembezi, situated in the District of Okhahlamba, Magisterial Area Estcourt, in extent four hundred and sixty-four (464) square metres as shown on General Plan BA8/1969, and held under Deed of Grant G0416/89.

Improvements: Dwelling of blocks under asbestos roof comprising of bedroom, lounge, kitchen and outside toilet.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 as amended, and the rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 18 October 1993.

Lombard Kitshoff & Dietrichsen, Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. (0363) 2-3133.]

Case 58974/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Karthigasen Poongavanam,** First Defendant, and **Muniamma Poongavanam,** Second Defendant

In pursuance of a judgment granted on 1 October 1993, in the Court of the Magistrate of Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 2 December 1993 at 10:00, at the front entrance of the Magistrate's Court, Somtseu Road, Durban:

Description of property: Lot 3782, Isipingo Extension 26, situated in the Borough of Isipingo and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent 385 (three hundred and eighty-five) square metres.

Consisting of: A brick under tile roof dwelling comprising bathroom, toilet, kitchen, four bedrooms, built-in cupboards and partly fenced.

Postal address: 11 Swift Crescent, Lotus Park, Isipingo.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands i.e., voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per centum) per annum, to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

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 arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 101 Lejaton Building, 40 St George's Street, Durban.

Dated at Durban this 25th day of October 1993.

A. Christopher Incorporated, Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/pp/889.)

Case 93/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Gregory Z. Gwamanda,** Defendant

In pursuance of a judgment granted on 22 February 1993, in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1993 at 10:00, in front of the Magistrate's Court, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1227, situated in the Township of Sundumbili, District of Inkanyezi, in extent 400 (four hundred) square metres.

(b) *Street address:* Unit B 1227, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under concrete tiled roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 19, Eshowe Magistrate's Court.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 18th day of October 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 80/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD BY ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Zwelakhe Gideon Qephu,** Defendant

In pursuance of a judgment granted on 22 February 1992, in the above Court and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 December 1993 at 10:00, in front of the Magistrate's Court, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1373, situated in the Township of Sundumbili, District of Inkanyezi, in extent 300 (three hundred) square metres.

(b) *Street address:* Unit B1373, Sundumbili.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of bedroom, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

(d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 19, Eshowe Magistrate's Court.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 18th day of October 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 656/93

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

In the matter between **ABSA Bank Limited,** Execution Creditor, and **Cassim Boomgaard,** First Execution Debtor, and **Annette Marie Boomgaard,** Second Execution Debtor

In pursuance of judgment granted on 26 February 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, 30 November 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 8 (of 1) of Lot 31, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, measuring 885 (eight hundred and eighty-five) square metres.

Postal address: 8 Ilford Place, Greenwood Park, 4001.

Improvement: Vacant land.

Town-planning: Zoning: Duplex 900 square metres, special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrates' 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, 15 Milne Street, Durban, or at our offices.

Dated at Durban this 19th day of October 1993.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, P.O. Box 714, Durban, 4000. (Docex 71) [Tel. (031) 304-7614/5.] (Ref. CMK/016/012885/Mrs Chetty.)

Case 2404/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **John Bryce,** Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 17 August 1993, the following immovable property will be sold in execution 3 December 1993 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Section 3, as shown and more fully described on Sectional Plan SS74/92, in the building or buildings known as Duzamanzi, situated at Ramsgate, of which the floor area, according to the said sectional plan is 87 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 Section Title 3012/92, subject to the conditions of title contained therein and more especially to the reservation of mineral rights in favour of the State.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Flat 3, Duzamanzi, Buck Drive, Ramsgate.

Upon the property is flat consisting of: Main bedroom en suite, bedroom, toilet and wash basin, lounge, dining-room, kitchen and passage.

Material conditions of sale: The purchaser shall pay ten per centum (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, Port Shepstone, 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, 17 Riverview Road, Sunwich Port, 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 Margate this 26th day of October 1993.

John Crickmay & Co., Execution Creditor's Attorneys, First Floor, Gird Mowat Centre, P.O. Box 156, Margate, and/or 8 Archibald Road, Port Shepstone.

Case 4709/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Saambou Bank Limited,** Plaintiff, and **Devjee Bhana,** First Defendant, and **Hilda Alexandria Bhana,** Second Defendant

In pursuance of a judgment granted on 15 September 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 3 December 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam to the highest bidder:

Description: Lot 487, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent four hundred and fifty (450) square metres, held under Deed of Transfer 14636/89.

Physical address: 58 Everfield Grove, Earlsfield.

Improvements: Single storey brick under tile dwelling, comprising three bedrooms, toilet and bathroom, lounge and kitchen.

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 17,5% (seventeen 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 office of the Sheriff, Verulam, or at the offices of Strauss Daly Inc.

Dated at Durban this 1st day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z14770/OE.) C/o Oakford Priory, P.O. Oakford, Verulam.

Case 2182/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **ABSA Bank Limited** (trading as United Bank), Execution Creditor, and **Cornelius Petrus Meyer Labuschagne,** Execution Debtor

In pursuance of a judgment granted on 9 July 1993, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 10 December 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description: Lot 168, Zinkwazi Beach (Extension 5), situated in the Zinkwazi Beach Health Committee and in the Administrative District of Natal, in extent one thousand one hundred (1 100) square metres.

Improvements: Face brick under tile dwelling consisting of: Four bedrooms (main-en-suite), open plan kitchen and bar, lounge cum dining-room, laundry, toilet/bath, double garage, servant's room with toilet/shower and swimming-pool.

Pre-cast concrete fence and retaining walls built in cupboard in all rooms.

Improvements done to the best ability of Deputy Sheriff.

Nothing is guaranteed.

Physical address: 10 Palm Drive, Zinkwazi Beach.

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 property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of sale.

4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per cent) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Stanger, Natal.

5. The sale is subject to reservation to Zinkwazi-Glen Development Co. (Pty) Ltd, of all rights to minerals, mineral products, mineral oils, coals, base or precious metals and precious stones held under Certificate of Mineral Rights 18/1972 dated 25 April 1972.

Dated at Stanger on this 27th day of October 1993.

Laurie C. Smith Incorporated, Execution Creditor's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RK/A.271/COLLS.)

Case 2067/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Margaret Mngadi,** Defendant

In pursuance of a judgment granted on 13 April 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 3 December 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: Ownership Unit C763, in the Township of Ntuzuma, District of Ntuzuma, in extent of 369 square metres, represented and described on General Plan PB72/1983, held under Deed of Grant G7763/88, signed at Ulundi on 7 November 1988.

Physical address: C763 Ntuzuma.

Improvements: Single storey brick under tile dwelling, comprising three bedrooms, bathroom and toilet, kitchen, lounge and water and light facilities.

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 16% (sixteen 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, Verulam, or at the offices of Strauss Daly Inc.

Dated at Durban this 27th day of October 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z12389/ps.) C/o Oakford Priory, P.O. Oakford, Verulam.

Case 522/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HLABISA HELD AT MTUBATUBA

In the matter between **NBS Bank Limited,** Plaintiff, and **K. F. Ndlovu,** Defendant

In pursuance of a judgment granted on 11 November 1992, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 30 November 1993 at 11:15, at the Magistrate's Court, Mtubatuba:

1. (a) *Deeds office description:* Site A564 Township of Kwamsane, District of Hlabisa, Administrative District of Natal, in extent measuring three hundred and twenty five (325) square metres.

(b) *Street address:* A564 Kwamsane Township.

(c) *Improvements:* (not warranted to be correct) Vacant land.

(d) *Zoning/Special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 4 White Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 29th day of October 1993.

Schreiber Smith, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2720/92.)

Case 785/93

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

In the matter between **Perm** (a Division of Nedcor Bank Ltd), Plaintiff, and **D. G. Gcaba,** Defendant

In pursuance of a judgment granted on 29 September 1993, in the above Court, and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 30 November 1993 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit J2214, situated in the Township of eSikhawini, District of Ongoye, measuring in extent three hundred and seventy five (375) square metres.

(b) *Street address:* J2214, eSikhawini.

(c) *Improvements:* (not warrented to be correct) Brick under tile dwelling consisting of three bedrooms, bathroom, kitchen and lounge.

(d) *Zoning/Special privileges of exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 29th day of October 1993.

Schreiber Smith, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Mr Rohrs/dw/09/N2810/93.)

Case 2677/93

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

In the matter between **Avfin Industrial Finance (Pty) Ltd,** Execution Creditor, and **Mahabeer Lutchmee,** First Execution Debtor, and **Mahabeer Omesh Balliram,** Second Execution Debtor

In pursuance of a judgment of the above Court dated 12 July 1993, and a warrant of execution, remainder of 1 of Lot 1086, situated in the District of Newcastle, will be sold in execution on 1 December 1993 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

The purchase price shall be paid as to 20% (twenty per centum) 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 Magistrate's 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 Magistrate's Court, Newcastle.

Dated at Newcastle this 28th day of October 1993.

L. du Toit, for Du Toit-Holborn-Boshoff, Attorneys for Execution Creditor, 46 Voortrekker Street, P.O. Box 36, Newcastle, 2940. (Tel. 03431 27284.)

Case 72763/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Beki Jonathan Gasa,** Defendant

In pursuance of a judgment granted 27 January 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 2 December 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: Lot 2061, Amanzimtoti, Extension 5, situated in the Borough of Amanzimtoti, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, measuring 1 115 (one thousand one hundred and fifteen) square metres.

Postal Address: 17 Shepstone Park, Athlone Park, Amanzimtoti.

The property consists of: Brick and tile house, garage attached to main house, four bedrooms, one with main en suite, two toilets, two bathrooms, lounge, dining-room with parke flooring, kitchen with built in cupboards, servants' quarters, room with toilet and shower, yard fully fenced and a swimming-pool.

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 centum) 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 17,25% (seventeen comma two five per centum) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on 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 may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South.

Dated at Durban on this the 1st day of November 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/001114.)

Case 6366/93

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

In the matter between **Body Corporate of Constantia,** Execution Creditor, and **Joseph Esbend,** Execution Debtor

In pursuance of a judgment granted on 23 July 1992, in the Magistrate's Court for the District of Durban held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 30 November 1993 at 14:00, in front of the Magistrate's Court Building, Somsteu Road, Durban:

Description: Section 8, as shown and more fully described on Sectional Plan 352/85, in the building or buildings known as Constantia Court, situated at Durban of which the floor area, according to the said sectional plan is 50 (fifty) square metres; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and held under Deed of Transfer ST597/92.

Street address: 16 Constantia, 20 St George's Street, Durban.

Improvements: Batchelor flat (carpeted), consisting of kitchen (tiled halfway), toilet/bath (tiled halfway) with tub/basin.

Zoning: General Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than R1 000 (one thousand rand) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for interest at the rate of 16,75% (sixteen comma seven five per cent) per annum to the bondholder, First National Bank of Southern Africa Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban, Somsteu Road, Durban.

Dated at Durban this 28th day of October 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. W. J. Broome.)

Case 45/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **M. B. Dlamini,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 6 July 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 7 December 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site A1090, Ezakheni, in extent 375 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G07078/86.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Brick under tile dwelling, comprising three bedrooms, living room, dining-room, kitchen, bathroom and w.c., garage, carport and a verandah.

Extent: 375 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 7 December 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 is accordingly reserve 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 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 29th day of October 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF434.)

Case 26992/91
PH 132

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

In the matter between **Natal Building Society Limited,** Execution Creditor, and **Baptista Laukin de Sousa,** First Execution Debtor, and **Ayesha de Sousa,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 18 June 1991, the immovable property listed hereunder will be sold in execution on 2 December 1993 at 10:00, at the entrance to the Durban Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Lot 56, Treasure Beach, situated in the City of Durban, Administrative District of Natal, in extent 942 (nine hundred and forty-two) square metres, held under Deed of Transfer T13593/87 and subject to the conditions of title therein contained against alienation in favour of the Development Board.

The immovable property is situated at 929 Marine Drive, Treasure Beach, Bluff.

Zoning: Special/residential.

Improvements: A brick and tile dwelling comprising of two bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

Nothing is guranteed.

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 10% (ten per cent) 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 14 (fourteen) 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 conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, 40 St George's Street, Durban. [Tel. (031) 301-0091.] (Ref. Mr Govender.)

Dated at Durban this 26th day of October 1993.

D. Swanepoel, for Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, Fourth Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3557/93/N3.)

Case 30943/93
PH 132

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Gordon Evans Stone,** First Execution Debtor, and **Kathleen Dolores Stone,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban and writ of execution dated 20 September 1993, the immovable property listed hereunder will be sold in execution on 2 December 1993 at 10:00, at the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Subdivision 761 (a subdivision of 9) of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent 699 (six hundred and ninety-nine) square metres.

The immovable property is situated at 47 Lewis Place, Montclair, Durban.

Zoning: Special/residential.

Improvements: Single-storey house with tiled roof and cement walls, consisting of four bedrooms (main bedroom with air-conditioning), two toilets, bathroom with toilet, basin and shower, carpeted lounge/dining-room, kitchen, servants' quarters with shower and fully fenced wire fencing.

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 10% (ten per cent) 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 14 (fourteen) 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 conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban South, 40 St George's Street, Durban. [Tel. (031) 301-0091.] (Ref. Mr Govender).

Dated at Durban this 26th day of October 1993.

D. Swanepoel, for Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, Fourth Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3032/93/N17.)

Case 9556/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited,** Plaintiff, and **Agrineth Thembekile Ncube,** Defendant

In pursuance of a judgment of the above Honourable Court dated 23 September 1993, a sale in execution will be held on 3 December 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for Verulam to the highest bidder:

Lot 403, Southgate, situated in the City of Durban, Administrative District of Natal, in extent 458 (four hundred and fifty-eight) square metres, situated at 24 Rosegate Gardens, Southgate, Phoenix, 4051.

Improvements:

The following information is furnished but nothing is guaranteed in this regard.

The property consists of a brick under tile roof dwelling with water and lights facilities, comprising three bedrooms, lounge, kitchen, toilet and bathroom.

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 cent) 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, Inanda District, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, 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 November 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/3370/93.)

Case 128/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Sibongeni Harrington Hadebe,** First Defendant, and **Walter Shabalala,** Second Defendant

In pursuance of judgment granted on 21 September 1992 in the Umbumbulu Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 December 1993 at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu, to the highest bidder:

Description: A certain piece of land, being Ownership Unit 1092, in extent 462 (four hundred and sixty-two) square metres, situated in the Township of KwaMakhutha, represented and described on General Plan BA35/1966, held by virtue of Deed of Grant 6521/16.

Physical address: Ownership Unit 1092, KwaMakhutha Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single-storey block and asbestos dwelling (54m²), comprising of kitchen, lounge, two bedrooms, bathroom and w.c.

Municial water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 28th day of October 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z04915/MM.)

Case AR582/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Charles Pillai,** Plaintiff, and **Ambravathie Naicker,** Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution on 30 November 1993 at 10:00, at the Chatsworths Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder for cash, without reserve:

Subdivision 77 of the farm Chat One 14541, situated in the City of Durban, Administrative District of Natal, in extent 186 (one hundred and eighty-six) square metres, held under Deed of Transfer in respect of Ownership Unit for residential purposes No. T10925/1985.

The following information relating to the property is furnished (but not guaranteed in any way):

1. The property is situated at 177 Road 501, Croftdene, Chatsworth.

2. *The property is improved by the erection thereon with the following improvements:*

Semi-detached double storey block under asbestos roof.

Dwelling comprising of: Two bedrooms, lounge/dining-room (carpeted), kitchen, toilet, bathroom and balcony.

Outbuildings: Garage, room, kitchen, toilet. Precast fencing, paved yard and driveway.

3. The full conditions of sale may be inspected at the office of the Sheriff, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, and at the offices of Charles Pillai & Company, 25 Overport Drive, Overport, Durban, during normal office hours.

Dated at Durban on this the 26th day of October 1993.

Charles Pillai & Company, Plaintiff's Attorneys, 25 Overport Drive, Overport, Durban. (Ref. C. Pillai/M008/001.)

Case 42311/90

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

In the matter between **Kasaval Naidoo,** Plaintiff, and **Gobardhan Gopaldass,** Defendant

In pursuance of a judgment granted on 6 December 1990, in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 November 1993 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: Subdivision 406 (of 362) of Lot Crossmoor 15061, situated in the City of Durban, Administrative District of Natal, in extent 294 (two hundred and ninety-four) square metres.

Postal address: 15 Bilberry Avenue, Chatsworth.

Improvements: Semi-detached block under asbestos roof dwelling comprising four bedrooms, lounge, kitchen, toilet and bathroom.

Town-planning zone: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subjected to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder:

2. (a) 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 approved by the Plaintiff's attorneys to be furnished to the Sheriff for the Magistrate's Court within 14 (fourteen) days after the sale;

(b) The purchaser shall be liable for payment of interest at the rate of 30% (thirty per cent) per annum to the execution creditor, to the bondholder/s at the interest rate prevailing from time to time and to participating creditors as per their writs of execution on the respective amounts of the awards to the Execution Creditors and to the bondholder/s in plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrears and current rates, sewerage connection fee (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 offices of the Sheriff for the Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan, Chatsworth, or at the offices of the Magistrate's Court, Chatsworth.

Dated at Isipingo on this the 28th day of October 1993.

J. Balkishun, Suite 2, 106 Old Main Road; P.O. Box 23356, Isipingo, 4110; c/o P. N. Haribhai, 1502 Nedbank House, 30 Albert Street, Durban. (Ref. JB/rs/N49.)

Case 2632/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Allied Bank Division, Plaintiff, and **Daniel Johannes Meyer,** First Defendant, and **Jacobs Isabella Hermina Meyer,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division on 5 October 1993 in above-named suit, the following property will be sold by public auction, by the Sheriff of the Supreme Court of South Africa, for the District of Kokstad, in front of the Magistrate's Court, Barker Street, Kokstad, at 10:00 on 1 December 1993, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff, and may be inspected at his office at 71 Hope Street, Kokstad, Natal, namely:

Erf 1129, Kokstad Extension 4, situated in the Borough of Kokstad, Administrative District of Mount Currie, in extent 914 (nine hundred and fourteen) square metres, which property is physically situated at 42 Scott Street, Kokstad, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T26832/90.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile consisting of an entrance-hall, lounge, dining-room, family-room, kitchen, scullery, three bedrooms, two bathrooms and shower and a toilet. There is an outbuilding consisting of a staffroom, bathroom and two garages.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of the sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale, from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on this the 28th day of October 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban; c/o E. R. Browne Inc., 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg. (Ref. Mrs H. Savage/015535.)

Case 1148/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Bongani Joseph Sibiya,** Defendant

In the pursuance of judgment granted on 26 November 1991 in the Port Shepstone Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder, will be sold in execution on 3 December 1993 at 11:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A1769, in extent 372 square metres, situated in the Township of Gamalakhe, represented and described on General Plan BA15/1970, held by virtue of Deed of Grant G001007/90.

Physical address: Ownership Unit A1769, Gamalakhe Township.

The property has been improved by the erection of a block and corrigated roof dwelling-house thereon, consisting of a kitchen, lounge, three bedrooms, bathroom and toilet combined, Municipal electricity, water supply and sanitation.

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 20% (twenty 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 of the Magistrate's Court, Port Shepstone.

Dated at Port Shepstone this November 1993.

Barry, Botha & Breytenbach, 16 Bisset Street, Port Shepstone. (Ref. CEB/LG/K87 05S047042.)

Case 7479/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Nkosinathi Lucky Khumalo,** Execution Debtor

In pursuance of a judgment granted on 3 September 1993, in the Magistrate's Court for the District of Inanda, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Ownership Unit E1670, in the Township of Ntuzuma, District of Ntuzuma, in extent four hundred and fifty (450) square metres, represented and described on General Plan PB400/1989 held under Deed of Grant 5437/90.

Street address: Unit E1670 Ntuzuma, Ntuzuma.

Improvements: A brick under tile dwelling consistng of three bedrooms, lounge, kitchen, toilet with bathroom, water and light facilities.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder,.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or of the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18,00% per annum to the bondholder, Nedcor Bank Limited (formerly named Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the execution creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 1st day of November 1993.

Livinston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Saak 141/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NQUTU GEHOU TE NQUTU

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eiser, en **Nhlanhla Wilson Phenyane,** Verweerder

Kragtens 'n lasbrief vir eksekusie gedateer 30 Julie 1992, en 'n beslaglegging, sal die volgende vaste eiendom soos hieronder beskryf per openbare veiling op 14 Desember 1993 om 09:00, by die voordeur van die Landdroskantoor, Nqutu aan die hoogste bieër verkoop word:

Eenheid 526, geleë in die dorpsgebied van Emondlo, in die distrik Nqutu, en is verbeter met 'n huis.

Niks in hierdie verband is gewaarborg nie.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes is beskikbaar by die Balju se kantoor, Dundee.

Gedateer te Dundee op hierdie 2de dag van November 1993.

De Wet & Dreyer, Posbus 630, Dundee, 3000.

Case 3665/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Hiralall Maniraj,** First Execution Debtor and **Rajkoomaree Maniraj,** Second Execution Debtor

In pursuance of a judgment granted on 12 June 1992, in the Magistrate's Court for the District of Inanda, held at Verulam and writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 720, Westham, situated in the City of Durban, Administrative District of Natal, in extent one hundred and ninety-six (196) square metres held under Deed of Transfer T31314/89.

Street address: 175 Hexham Road (formerly 139 Hexham Road), Westham, Phoenix.

Improvements: A block under asbestos semi-detached flat consisting of three bedrooms, lounge, kitchen, toilet and bathroom, water and light facilities.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 21,00% (twenty-one per cent) per annum to the bondholder, Nedcor Bank Limited (formerly named Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the execution creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 1st day of November 1993.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 93/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Execution Creditor, and **Maphuklala Mchunu,** Execution Debtor

In pursuance of a judgment granted on 19 August 1993 in the above Honourable Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 3 December 1993 at 11:00, in front of the Magistrate's Court, Greytown:

1. (a) *Deeds office description:* Remainder of the farm Umvozana 14853, situated in the Greytown area, district of Umvoti, in extent 68,7153 ha.

1. (b) *Street address:* Not applicable.

1. (c) *Improvements:* Dwelling-house with outbuildings and swimming-pool.

1. (d) *Zoning/special privileges or exemptions:* No special privileges or exemptions.

2. The conditions of the sale may be inspected at the office of the Clerk of Court, Greytown, and at the office of the Sheriff of the Magistrate's Court, 119 Voortrekker Street, Greytown.

3. The sale shall be by public auction without reserve to the highest bidder.

4. The purchaser shall deposit one tenth ($\frac{1}{10}$) of the purchase price with the auctioneer on the signing of these conditions of sale and the balance of the purchase price together with interest as calculated above, shall be paid in cash or suitably guarantee by the furnishing of a bank or building society guarantee within fourteen (14) days after the date of sale.

5. 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.

Dated at Greytown, Natal, on this 29th day of October 1993.

Nel & Stevens, 117A Voortrekker Street, P.O. Box 60, Greytown, 3500.

Case 8661/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Jerome Mayothu Zulu,** Execution Debtor

In pursuance of a judgment granted on 6 September 1993 in the Magistrate's Court for the District of Inanda, held at Verulam and writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 3 December 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Ownership Unit C858, in the Township Ntuzuma, district of Ntuzuma, in extent three hundred (300) square metres, represented and described on General Plan PB 72/1983 held under Deed of Grant G4648/87.

Street address: Unit C858, Nutuzuma.

Improvements: A brick under tile dwelling consisting of three bedrooms, lounge with dining-room, kitchen, toilet, bathroom and water and light facilities.

Zoning: General Residential (nothing guaranteed).

The sale shall be for Rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against tansfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the Auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum to the bondholder, Nedcor Bank Limited (formerly named Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetsoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 1st day of November 1993.

Livingston Leandy Inc., Esecution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

ORANJE-VRYSTAAT
ORANGE FREE STATE

Saak 12456/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Jan Adriaan Janse van Vuuren,** Verweerder

Ingevolge 'n vonnis gedateer 28 September 1993, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 3 Desember 1993 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 10270, geleë in die stad en distrik Bloemfontein, groot 979 vierkante meter, gehou kragtens Transportakte T15169/1992, Orchidsingel 18, Gardenia Park, Bloemfontein.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, badkamer, stort, twee toilette, eetkamer, sitkamer, woonkamer en kombuis, met twee garages, bediendekamer en toilet en opwaskamer.

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 16% (sestien 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 12de dag van Oktober 1993.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Case 643/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Maleshoane Jane Disenyane,** Defendant

On 26 November 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Le Roux Street, Theunissen, at which the Sheriff, pursuant to a judgment of the Court in this action, warrant of execution, issued in terms thereof and attachement in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 1280, Masilo, together with all erections or structures thereon in the Township of Masilo, held under Deed of Grant TL9687/90, measuring 325 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. Voestoots and without reserve.

2. Deposit of 10% cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and ocupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's office.

Dated at Randburg this 26th day of October 1993.

Bezuidenhout Van Zyl Inc., c/o F. B. Coetzer, 45 Van Heerden Street, Theunissen. [Tel. (057) 733-0091.] (Ref. F. Coetzer, jr.)

Saak 1018/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **Eskom Finansieringsmaatskappy,** Eiser, en **Z. J. Zikalala,** Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder voor die Landdroskantoor, Harrismith, gehou word op Vrydag, 3 Desember 1993 om 10:00, naamlik:

Grondbriefregte ten opsigte van Eenheid A573, grootte 466 vierkante meter soos op Algemene Plan PB610/86, geleë in die dorp Tshiame, distrik Harrismith.

Verbetering op perseel bestaan uit 'n baksteenhuis met 'n teëldak, bestaande uit twee slaapkamers, gesamentlike sit/eetkamer, kombuis, badkamer en apart toilet, en is omhein met ogiesdraad.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Geregsbode te Harrismith, en die kantoor van die Landdros, Harrismith, gedurende kantoorure.

Gedateer hierdie 26ste dag van Oktober 1993.

Du Plessis, Bosch & Meyerowitz, Posbus 563, Murraystraat 31, Bethlehem, 9700.

Case 10877/93

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

In the matter between **Trustbank,** Execution Creditor, and **G. M. Capazario,** Execution Debtor

In pursuance of a judgment and a warrant of execution dated 23 September 1993 in the Magistrate's Court of Welkom, the following property will be sold in execution on 3 December 1993 at 11:00, in the Tulbach Entrance, Magistrate's Office, Heeren Street, Welkom:

Certain Erf 2398, 107 Caliban Street, Bedelia, Welkom, measuring 833 (eight hundred and thirty-three) square metres, situated at the Town and District of Welkom, held by the Execution Debtor under Deed of Transfer T7929/88 dated 28 July 1988.

Improvements: Dwelling-house with usual outbuildings. Three bedrooms, kitchen, dining-room and lounge. *Outbuildings:* Maids room and garage.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the approval of the Execution Creditor within 7 (seven) days, and further subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest on the purchase price calculated at the rate of 20,75% (twenty comma seven five per cent) per annum, from to date of registration of transfer shall be paid within 14 (fourteen) days from date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the Sheriff or the auctioneer, immediately prior to the sale may be inspected at the office of the Sheriff, during office hours.

Dated at Welkom on this the 25th day of October 1993.

Schoeman Kellerman & Kotze, Primar Building, Reinet Street, Welkom, 9460.

Saak 60/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SENEKAL GEHOU TE PAUL ROUX

In die saak tussen **J. H. R.**, en **H. E. Prinsloo,** Vonnisskuldeiser, en **Paul Roux Drankwinkel (Edms.) Bpk.,** Vonnisskuldenaar

Geliewe kennis te neem dat die vaste eiendom hieronder genoem, te koop aangebied sal word op 24 November 1993 om 11:00, te Landdroskantoor, Paul Roux, wat as volg bekend is:

Sekere Erf 389, geleë in die munisipale gebied Paul Roux, groot 1 115 vierkante meter, geleë te hoek van Van Rooyen- en Voortrekkerstraat, Paul Roux, gehou onder Titelakte T8555/1985.

Ten opsigte van die verbeterings word geen waarborg verstrek nie, en word dit voetstoots verkoop.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Adjunkbalju van die Landdroshof betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 7 (sewe) dae na datum van verkoping aan die Balju van die Landdroshof of aan die prokureurs Moore Harrinton De Clerk wat die transport namens die Vonnisskuldeiser sal behartig, gelewer word.

Voorwaardes: Die verkoopvoorwaardes is ter insae by die kantore van die Adjunkbalju, Landdroshof, Voortrekkerstraat, Paul Roux.

Geteken te Bethlehem op hede die 25ste dag van Oktober 1993.

Moore Harrington De Clerk Ing., Prokureurs vir Vonnisskuldeiser, Lindleystraat 29, Posbus 255, Bethlehem.

Case 60/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SENEKAL HELD AT PAUL ROUX

In the matter between **J. H. R.**, and **H. E. Prinsloo,** Execution Creditor, and **Paul Roux Drankwinkel,** Execution Debtor

In pursuance of a judgment of the Magistrate's Court of Paul Roux dated 6 September 1993, the following property will be sold in execution by public auction on 24 November 1993 at 11:00, at the premises of the Magistrate's Court, Voortrekker Street, Paul Roux:

Certain Erf 389, Paul Roux, measuring 1 115 square metres, situated at the corner of Van Rooyen and Voortrekker Streets, Paul Roux, in the District of Senekal, held by Deed of Transfer T8555/1985.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against the transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court, Paul Roux or to Messrs Moore Harrington De Clerk, of 29 Lindley Street, Bethlehem, acting for the Execution Creditor within seven days of the date of sale.

Conditions: The conditions of sale is available at the offices of the Deputy Sheriff of the Magistrate's Court, Voortrekker Street, Paul Roux.

Dated at Bethlehem on this the 25th day of October 1993.

Moore Harrington De Clerk Inc., Attorneys for Execution Creditor, 29 Lindley Street, P.O. Box 255, Bethlehem.

Saak 19625/90

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Die Standard Kredietkorporasie Beperk,** Eiser, en **J. Jantjies,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 26 Oktober 1990, sal die volgende eiendom op 3 Desember 1993 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 2534, Uitbreiding 5, geleë in die dorp Ashbury en distrik Bloemfontein, groot 420 m^2, gehou kragtens Akte van Transport T8109/86, perseeladres is Sonneblomstraat 38, Heidedal, Bloemfontein.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein.

Geteken te Bloemfontein op hierdie dag van Oktober 1993.

Israel & Sackstein, Prokureurs vir Eiser, Aliwalstraat 26/28, Bloemfontein. (Verw. mev. Balmann/HN.)

Saak 11561/89

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Santambank Bpk.,** Eiser, en **J. J. J. Britz,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 29 Augustus 1989, en lasbrief van eksekusie gedateer 28 Augustus 1989, sal die volgende eiendom in eksekusie verkoop word op 26 November 1993 om 10:00, te Landdroskantoor, te wete:

Sekere Hoewe 113, geleë Kareelaan, Highveldt, Bloemfontein, groot 4,2827 hektaar, gehou T13579/1983.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Barnesstraat 5, Westdene, Bloemfontein en/of by die Eksekusieskuldeiser se prokureur, p.a. Honey & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 13de dag van September 1993.

J. Coertzen (R. W. Smith), vir Honey & Vennote, Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Case 953/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Lebogang Gert Keoreng,** Identity Number 6008245720088, Defendant

In execution of a judgment of the Surpeme 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 Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 26 November 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 16566, Mangaung, District of Bloemfontein, measuring 245 (two hundred and forty-five) square metres, as shown on General Plan L64/1991, subject to the conditions contained therein, consisting of lounge/dining-room, two bedrooms, kitchen and bathroom/toilet.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball (NS8254), c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Saak 12842/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedperm Bank Beperk,** Eksekusieskuldeiser, en **Katsane James Mgojo,** Eerste Eksekusieskuldenaar, en **Maplo Mirriam Mgojo,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 26 November 1992, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 3 Desember 1993 om 11:00, voor die Landdroshof, Welkom:

Erf 7711, geleë te De Wetstraat 5, Reitzpark, Welkom, gesoneer vir woondoeleindes, groot 833 vierkante meter, gehou kragtens Transportakte T10929/91.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer, huishulpkamer 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% (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 bougenootskapwaarborg.

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 20ste dag van Oktober 1993.

F. J. Kapp, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Wessels & Smithgebou, Heerenstraat, Welkom.

Saak 13838/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Motlalepule Suzan Letseka,** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer 2 September 1993, sal die ondervermelde eiendom op 26 November 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 16233, Mangaung, distrik Bloemfontein, groot 246 vierkante meter, soos aangedui op Algemene Plan L64/1988, gehou kragtens Transportakte TL14817/1990, en onderworpe aan die serwitute soos daarin uiteengesit, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, kombuis, sitkamer en badkamer.

Die koper moet afslaersgelde, BTW asook 10% (tien per sent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCL066.)

Saak 13839/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Gaogane Ishmael Madito,** Eerste Verweerder, en **Nodazibone Jane Madito,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer 2 September 1993, sal die ondervermelde eiendom op 26 November 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere reg van huurpag tot Perseel 18012, Mangaung, distrik Bloemfontein, groot 240 vierkante meter, soos aangetoon op Algemene Plan L65/88, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL13035/1990, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, badkamer, kombuis en sitkamer.

Die koper moet afslaersgelde, BTW asook 10% (tien per sent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCM267.)

Saak 16994/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Jacobus Frederik van Heerden,** Verweerder

Ingevolge 'n vonnis gedateer 29 September 1993 en 'n lasbrief vir eksekusie in die Landdroshof Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 3 Desember 1993 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 17970, Uitbreiding 121, geleë in die stad en distrik Bloemfontein, groot 882 vierkante meter, gehou kragtens Transportakte T12374/1984, Koedoeweg 246, Fauna, Bloemfontein.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, twee badkamers, twee toilette, stort, sitkamer, woonkamer, eetkamer, kombuis en twee garages met 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 onmiddellik na afhandeling van die veiling, die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16% (sestien 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 20ste dag van Oktober 1993.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 2867/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Die Stadsraad van die Munisipaliteit van,** Eiser, en **Berghoek Beleggings BK,** Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met/sonder voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroshof, Peetlaaningang, Bloemfontein, op Vrydag, 3 Desember 1993 om 10:00, naamlik:

Sekere Eenhede 1, 2 en 4 tot 11 in die gebou bekend as Terra Nova, geleë te Erf 24862, in die stad en distrik Bloemfontein, groot soos hieronder genoem:

1.1 Eenheid 1—76 vierkante meter,

1.2 Eenheid 2—74 vierkante meter,

1.3 Eenheid 4—93 vierkante meter,

1.4 Eenheid 5—74 vierkante meter,

1.5 Eenheid 6—75 vierkante meter,

1.6 Eenheid 7—191 vierkante meter,

1.7 Eenheid 8—132 vierkante meter,

1.8 Eenheid 9—88 vierkante meter,

1.9 Eenheid 10—73 vierkante meter,

1.10 Eenheid 11—74 vierkante meter,

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie.

Verbeterings bestaan uit:

1. 76 vierkante meter, winkel glasdeur straatfront.
2. 74 vierkante meter, wegneem ete, verkoopslokaal en kombuis.
4. 93 vierkante meter, kantoor met toilet.
5. 94 vierkante meter, kantoor met toilet.
6. 75 vierkante meter, kantoor met toilet.
7. 191 vierkante meter, Restaurant met kombuis.
8. 132 vierkante meter, kantoor met toilet.
9. 88 vierkante meter, kantoor met toilet.
10. 73 vierkante meter, kantoor met toilet.
11. 74 vierkante meter, kantoor met toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Adjunkbalju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapswaarborg wat binne veertien (14) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopsvoorwaardes is ter insae in my kantoor te Barnesstraat 5, Westdene, Bloemfontein, gedurende kantoorure.

Naudes, Eiser se Prokureurs, Tweede Verdieping, Trustfonteingebou, St Andrewstraat, Posbus 153, Bloemfontein. (Verw. mnr. H. N. Botha/JP I 46691.)

Saak 1768/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bankorp Beperk,** handeldrywend as Trustbank, Eiser, en **Emil Wilhelm van Zyl,** Verweerder

Ten uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 20 Oktober 1992, en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieër op sodanige terme en voorwaardes wat ten tye van die verkoping deur die Geregsbode van die Hof voorgelees word, te die perseel geleë te die Landdroskantore, Bloemfontein (Peetlaaningang), op Vrydag, 3 Desember 1993 om 10:00, naamlik:

Sekere Erf 19797, Uitbreiding 132, geleë in die Stad en distrik Bloemfontein, groot 1 942 (eenduisend negehonderd twee-en-veertig) vierkante meter, gehou kragtens Akte van Transport T5112/86.

Onderhewig aan: Die voorwaardes soos volled别iger daarin uiteengesit.

Terme: Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal; en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Geregsbode en E. G. Cooper & Seuns, Cooper Huis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 29ste dag van Oktober 1993.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein, 9300. [Tel. (051) 47-3374.]

Saak 63/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PETRUSBURG GEHOU TE PETRUSBURG

in die saak tussen **ABSA Bank Beperk,** handeldrywend as Trustbank, Eiser, en **Gerhard van Niekerk,** Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 22 Julie 1993, en 'n lasbrief tot eksekusie, sal die volgende eiendom in eksekusie verkoop word op 26 November 1993 om 10:00, te Hugo & Terblanche Afslaers, Veilingskrale, Petrusburg, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere plaas Gannaboschdraai 943, geleë in die distrik Fauresmith, groot 85,6532 (vyf en tagtig komma ses vyf drie twee) hektaar, gehou kragtens Akte van Transport 2971/85, onderhewig aan sekere voorwaardes.

Die volgende besonderhede aangaande die eiendom word verskaf maar nie gewaarborg nie:

Verbeterings bestaan uit:

'n Woonhuis met drie slaapkamers, twee woonkamers, een en 'n halwe badkamer, sitkamer, kantoor, kombuis, spens, dubbele motorhuis, staalstoor 10 × 15 m, melkstal, vyf arbeidershuise, vier boorgate en 'n sementdam. Die eiendom is geleë 3 km, vanaf Petrusburg op die Koffiefontein pad.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapswaarborg vir die balans moet binne 14 dae na die verkoopsdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein hierdie 2de dag van November 1993.

P. H. T. Colditz, vir Schoeman Smith, Prokureur vir Eiser, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Case 16380/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **M. M. Bengani,** Defendant

On 3 December 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Peet Avenue Entrance, Bloemfontein, 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 19523, together with all erections or structures thereon in the Township of Mangaung, held under Deed of Transfer TL5289/1990, measuring 230 (two hundred and thirty) 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 5% (five per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office.

Dated at Bloemfontein on this 2nd day of November 1993.

Naudes, Plaintiff's Attorney, Third Floor, Trustfontein Building, 151 St Andrew Street, Bloemfontein. (Ref. Martins/jw/Z55112.)

Case 16383/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **M. S. Magubane,** Defendant

On 3 December 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Peet Avenue Entrance, Bloemfontein, 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 16281, together with all erections or structures thereon in the Township of Mangaung, held under Deed of Transfer TL8101/1992, measuring 246 (two hundred and forty-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 5% (five per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office.

Dated at Bloemfontein on this 2nd day of November 1993.

Naudes, Plaintiff's Attorney, Third Floor, Trustfontein Building, 151 St Andrew Street, Bloemfontein. (Ref. Martins/jw/Z55130.)

Case 16381/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **M. J. & M. E. Leeuw,** Defendants

On 3 December 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Peet Avenue Entrance, Bloemfontein, 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 15953, together with all erections or structures thereon in the Township of Mangaung, held under Deed of Transfer TL1097/1991, measuring 312 (three 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 5% (five per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office.

Dated at Bloemfontein on this 2nd day of November 1993.

Naudes, Plaintiff's Attorney, Third Floor, Trustfontein Building, 151 St Andrew Street, Bloemfontein. (Ref. Martins/jw/Z55121.)

Case 8121/92

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **G. P. Selaleli,** Defendant

On 3 December 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Peet Avenue Entrance, Bloemfontein, 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 15732, together with all erections or structures thereon in the Township of Mangaung, held under Deed of Transfer TL10357/1991, measuring 299 (two hundred and ninety-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 5% (five per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office.

Dated at Bloemfontein on this 2nd day of November 1993.

Naudes, Plaintiff's Attorney, Third Floor, Trustfontein Building, 151 St Andrew Street, Bloemfontein. (Ref. Martins/jw/Z28269.)

Case 2615/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Daniel Hendrik Botha,** First Defendant, and **Yvette Botha,** Second 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 without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 26 November 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 Sheriff for the Supreme Court's offices at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 12624, situated in the Town Sasolburg Extension 16, District Parys, measuring 773 square metres, held by the Defendants under Deed of Transfer T12770/1988, being 39 Taunus Street, Sasolburg.

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., kitchen, garage, store-room 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 11th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z71877.) (Ref. Z71877/FCLS/WR/Mr Brewer/djl.)

OPENBARE VEILINGS, VERKOPE EN TENDERS
PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

VAN'S AFSLAERS

VERKOPING PER TENDER VAN BOEDELBATES

In opdrag van die likwidateur van **Ballantine (Brits) (Edms.) Bpk.,** in likwidasie, **Meestersverywising T3313/93,** vra Van's Afslaers tenders vir die koop van die totale handelsvoorraad, alle toerusting en voertuie, onderhewig aan bekragtiging:

Sluitingsdatum van tenders: Donderdag, 18 NOVEMBER 1993 om 16:00.

Indiening van tenders by: Van's Afslaers, Booysenstraat 521, Gezina, Pretoria, en/of Roets, Pretorius & Raath, VVL-gebou, Koöperasielaan, Brits.

Inligting: Skakel Van's Afsalers (012) 335-2974.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN DRIESLAAPKAMERWONING, 11DE LAAN 861, WONDERBOOM-SUID, PRETORIA, OP 23 NOVEMBER 1993, OM 10:30, OP DIE PERSEEL:

RESTANT ERF 516, WONDERBOOM-SUID, REGISTRASIEAFDELING JR, TRANSVAAL

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **L. F. Roberts, Meestersverwysing T3035/93,** verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Woonhuis met drie slaapkamers, badkamer, toilet, kombuis met kaste, stoof, opwaskamer, sit-, eetkamer, volvloermatte, ingeboude kaste, motorhuis, bediendekwartier en toilet. Erf × 1 276 m^2. Verbeterings × 207 m^2.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaersnota: Naby skole, ideale gesinswoning.

Besigtiging: By die eiendom (vra vir wag) of reël met die afslaer.

Vir meer besonderhede: Skakel die kantoor by (012) 341-1314 gedurende kantoorure.

AUCOR (PTY) LTD

INSOLVENT ESTATE **P. C. SNYMAN,** 7 LAUNCESTON STREET, NEW REDRUTH, ALBERTON,
MASTER'S REFERENCE T2640/93

EXECUTIVE HOME WITH POOL AND GYM

Duly instructed by the trustee we will sell the property namely Stand 187, New Redruth, being 7 Launceston Street, New Redruth, Alberton.

At: On the spot.

On: Saturday, 20 November 1993.

At: 10:30.

The above is subject to change without prior notice.

View: 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 by the trustee) to be paid within 30 days of confirmation.

For further details please contact the auctioneers: Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2028. Tel: (011) 402-5775. Fax: (011) 402-6766.

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die kurator in die insolvente boedel van **R. P. van Rooyen,** sal die ondervermelde eiendomme aangebied word op 17 November 1993 om 11:00, te Kerkstraat 20:

1. Gedeelte 1 van Erf 412, Standerton, beter bekend as Calidonstraat 59, Standerton.

2. Erf R1/94, Standerton, beter bekend as Kerkstraat 20.

Eiendom een is 'n onbeboude erf geleë naby die hospitaal in 'n gesogde deel van Standerton:

Eiendom twee is 'n besigheidsperseel waarop 'n pizza besigheid bedryf word en geleë in die sentrale gedeelte van Standerton. Die gebou vertoon goed.

Afslaersnota: Volg rigtinwysers op dag van veiling.

Voorwaardes van koop: 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapkoerse.

Vir meer besonderhede kontak: Hercules Campher (0132) 2-5203 kantoor-ure, of 2-1170 na-ure.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIE- EN LIKWIDASIEVEILING VAN PUIK TYDDEELEENHEDE OP 18 NOVEMBER 1993 OM 10:00 TE ONS PERSEEL, AUCTION CITY, KERKSTRAAT-OOS 463, ARCADIA, PRETORIA

Behoorlik daartoe gelas deur die ondergenoemde opdraggewers, verkoop ons genoemde tyddeeleenhede per openbare veiling:

1. **Dumela Holiday Flats: Margate (November):** 1/25ste aandeel in Eenheid 24; Weke 43 en 44 (3/11–17/11), twee slaapkamers (ses mense), balkon, ten volle gediens, op strand, braai area, mini tennis, wasgeriewe, snoekertafel, sauna, gimnasium, onderdak parkering en meer. Heffing ± R320 per jaar.

2. **Ngwenja Shareblock: Naby Wildtuin (Julie — Hoogseisoen):** Week 27, Eenheid 72 (binne seisoen 1/7–8/7); Eenslaapkamer (vier mense), swembad, tennis, winkel, braaifasiliteite, lugversorging, TV, restaurant, uitsig oor Kruger Wildtuin. Heffing R524 per jaar.

3. **Cabana Beach: Umhlanga Rocks (Oktober):** Eenheid 115 en 314 (Week 41 en 42); 9/10–16/10 en 16/10–23/10); Twee slaapkamers (ses mense), see-aansig, muurbal, tennis, swembad, restaurante. Heffing R924 per eenheid per jaar.

4. **Magaliespark: 6 km vanaf Hartbeespoortdam:** Woonstel 1 (enige naweek buite seisoen en een week Hoogseisoen-/September skoolvakansie); Twee en 'n halwe slaapkamers (ses mense), swembaddens, muurbal, tennis, golf, rivierbote. Heffing: R577 en R944 onderskeidelik per jaar.

5. **Margate Sands: William O'Connorstraat:** Module LF 2 (enige buite seisoenweek); drieslaapkamerwoonstel, swembad. Heffing R600 per jaar.

6. **Umhlanga Sands: Umhlanga Rocks (Julie):** Eenheid 407, Week 30 (23/7–30/7); vier slaapplek (Tugela); drie restaurante, dameskroeg, swembaddens. Heffing R702 per jaar.

7. **Mount Amanzi: Hartbeespoort:** Fleksieweek buite seisoen. Aandeel No. 157749; vyf-bed, swembad, tennis, put-put, restaurant. Heffing R307,80 per jaar.

8. **Salamander: Umhlanga Rocks (drie eenhede — November):** Aandeleblok 144 (Week 44; 27/10–3/11), Woonstel A1; Aandeleblok 146 (Week 46; 10/11–17/11). Woonstel A1; Aandeleblok 745 (Week 45; 3/11–10/11) Woonstel C7; drie slaapkamers, twee badkamers, toesluit motorhuis, volledig gediens, sauna, swembad, tafeltennis, jacuzzi, muurbal en braai area. Heffing R627 per week per jaar.

9. **Winklespruit Beach Club: Binne seisoen:** Aandelesertifikaat 191 (Week 25 en 26) binne seisoen; 24/6–8/7; twee slaapkamers (ses tot agt mense), twee badkamers, see uitsig, 40 m vanaf gety-swembad, speletjieskamer, videobiblioteek, 20 km vanaf Durban.

Die Kurators en likwidateur van insolvente boedel **A. R. Swanepoel, Meestersverwysing T1880/93;** insolvente boedel **S. J. Nel, Meestersverwysing T3612/91;** insolvente boedel **E. J. Ferreira, Meestersverwysing T1464/92;** insolvente boedel **J. A. Scheepers, Meestersverwysing T1871/93;** insolvente boedel **Die Martin Coleman Trust, Meestersverwysing T1733/93;** insolvente boedel **D. C. Heiberg, Meestersverwysing T2957/92; Econokalk (Edms.) Bpk.,** in likwidasie, **Meestersverwysing T1415/92,** en die eienaar van tyddeel Winklespruit Beach Club.

Verkoopvoorwaardes: Streng kontant of bankgewaarborgde tjeks met die toeslaan van die bod. Geen BTW betaalbaar.

Vir meer besonderhede: Skakel die kantoor by (012) 341-1314 gedurende kantoorure.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN DUBBELVERDIEPING GRASDAK DUETWOONHUIS, BERGLAAN 917A, NINAPARK-UITBREIDING 2, AKASIA, PRETORIA, OP 24 NOVEMBER 1993, OM 10:30, OP DIE PERSEEL:

SKEMA SS407/90, NOORDBERG, EENHEID 1

Behoorlik daartoe gelas deur die gesamentlike Kurators in die insolvente boedel **C. J. Fourie, Meestersverwysing T3877/93,** verkoop ons per openbare veiling, genoemde eiendom op die perseel, bestaande uit:

'n Dubbelverdieping duetwoonhuis met drie slaapkamers, twee badkamers, oopplan kombuis met houtkaste, ooghoogte oond en kookblad. Opwaskamer, sit-/eetkamer aaneen, studeerkamer, groot onthaalarea op eerste verdieping met aparte ingang, volvloermatte, ingeboude kaste, motorhuis, parkering, bediendetoilet, ommuur, gevestigde tuin, besproeiingsisteem. *Verbeteringe* = 237 m².

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaersnota: Naby alle fasiliteite, goeie belegging, ideale gesinswoning.

Besigtiging: By die eiendom (vra vir wag) of reël met die afslaer.

Vir meer besonderhede: Skakel die kantoor by (012) 341-1314 gedurende kantoorure.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN ONVOLTOOIDE DRIESLAAPKAMERWOONHUIS, BENKAMMA PLACE 14, WINGATE PARK-UITBREIDING 1, PRETORIA, OP 25 NOVEMBER 1993, OM 10:30, OP DIE PERSEEL:

ERF 742, WINGATE PARK-UITBREIDING 1, REGISTRASIEAFDELING JR, TRANSVAAL

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **A. C. Riekert, Meestersverwysing T1186/93,** verkoop ons per openbare veiling, genoemde eiendom op die perseel, bestaande uit:

'n Onvoltooide woonhuis met drie slaapkamers, twee badkamers, opwaskamer, kombuis, sit', eetkamer, dubbel motorhuis, bediendetoilet, klinkersteen, teëldak, drie sye ommuur. *Erf* = 1 243 m². *Verbeteringe* = 177 m².

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaersnota: Goeie belegging.

Besigtiging: By die eiendom (vra vir wag) of reël met die afslaer.

Vir meer besonderhede: Skakel die kantoor by (012) 341-1314 gedurende kantoorure.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN WAARDEVOLLE DUBBELVERDIEPINGWONING, OLIVIERSTRAAT 259, BROOKLYN, PRETORIA, OP 27 NOVEMBER 1993, OM 10:30, OP DIE PERSEEL:

ERF 660, BROOKLYN, REGISTRASIEAFDELING JR, TRANSVAAL

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **J. C. van Rooyen, Meestersverwysing T2887/93,** verkoop ons per openbare veiling, genoemde eiendom op die perseel, bestaande uit:

'n Statige dubbelverdiepingwoning met: *Eerste Verdieping:* Drie slaapkamers (twee met lugreëling), met oop balkonne, twee badkamers, stort, aparte toilet, ingeboude linnekaste, ingeboude kaste, veiligheidshek. *Grondvloer:* Kombuis met kaste en stoof, spens, opwaskamer, was- en strykkamer, eet-, studeer-, sitkamer met muureenheid, gesinskamer met lugreëling, groot voorstoep. *Buitegeboue:* Dubbel motorhuis met direkte ingang tot woning, drie bediendekwartiere met stort en toilet. Gevestigde tuin, teëldak. *Erf* = 2 552 m². *Verbeteringe* = 490 m².

Verkoopvoorwaardes: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaersnota: Onverbeterlike ligging.

Besigtiging: By die eiendom (vra vir wag) of reël met die afslaer.

Vir meer besonderhede: Skakel die kantoor by (012) 341-1314 gedurende kantoorure.

MEYER AFSLAERS BK.

(Reg. No. CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE DRIESLAAPKAMERWONING TE THE REEDS-UITBREIDING 5, PRETORIA

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **M. J. van Wyk, Meestersverwysing T2179/93,** verkoop ons per publieke veiling, onderhewig aan bekragtiging, die volgende:

Erf 1715, geleë te Bedfordstraat 1, The Reeds-uitbreiding 5, Pretoria.

Grootte: 1 062 vierkante meter.

Verbeterings: Drie slaapkamers, twee badkamers, oopplan kombuis, sit-/eetkamer, motorafdak vir drie motors, "Wendy House", buite toilet en wasbak.

Plek: Op die perseel, Bedfordstraat 1, The Reeds-uitbreiding 5, Pretoria.

Datum en tyd: Dinsdag, 16 November 1993 om 11:00.

Afslaersnota: Aandag alle jonggetroudes. Goed geleë.

Verkoopvoorwaardes: 15% (vyftien persent) in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daagliks of reël met afslaer.

Verdere navrae: Skakel afslaer: Anna van der Watt, Meyer Afslaers/Eiendomsagente. Tel: (012) 323-7821 of (012) 45-4835 na-ure. Faks: 324-5119.

PHIL MINNAAR BK. AFSLAERS

(Reg. No. CK85/01372/73)

REUSE LIKWIDASIEVEILING VAN VOERTUIE, TREKKERS, IMPLEMENTE, AARTAPPEL SORTEERMASJIEN ASOOK SKROOTYSTER

In opdrag van die mede-voorlopige likwidateurs van **Langsloot Estate (Edms.) Bpk.,** in likwidasie, **Meestersverwysing T3635/93,** verkoop ons ondergenoemde losbates per openbare veiling op Maandag, 22 November 1993 om 11:00:

Plek van veiling: Plaas Langsloot (sien roete aanwysing).

Roete aanwysing: Vanaf Kinross ry vir 2 km op Trichardtpad. Draai links op Swakfonteinpad en ry oor die Delmas/Secunda-kruising. Hou aan vir 3 km, plaas aan linkerkant.

Reg word voorbehou om goedere by te voeg of weg te laat.

Voertuie en trokke: Ford Courier 2.2, Ford Rustler 1400, Toyota Hino, Toyota Hi-Lux.

Sleepwaens: 10 sleepwaens.

Trekkers: 9 × John Deere trekkers (4010, 2140 en 4440) (1980 en 1981 modelle), 2 × Ford Trekkers (5000 en 7000) (1988 modelle).

Implemente: Venter perdewa, Nissan Cabal perdewa, 4 × Leyland Chieftan, 3 × waterkarre, 18 × skoffels, 3 × aartappel sorteermasjiene, 11 × Soilmaster aartappeluithalers, 4 × John Deere planters, 3 × 2- en 4-wiel voortrekkers, Nigel dorsmasjien, koringplanter, hidroliese pers, aartappeltoemaker, aartappelskoffel, 2 × agt-ry skoffels, 2 × aartappelskoffels, John Deere dis, Lillystone roleg, Rovic voorlaaier, 2 × kalkstrooier, 2 × 5-skaar John Deere ploeë, 2 × 5-skaar korsbreker, rolhark, 4-ry aartappelplanter, 2 × sweismasjiene, aartappelskoffel, 4 × Nigel dorsmasjiene, draaibank, 2 × padskraper, nuwe aartappelsorteerder, 4 × sleepploeë masjien, 2 × mieliekerwer, 2 × rolskoffel, John Deere 7000 3 × 8-ry mielieplanter, 2 × onkruidspuite, 2 × sweismasjiene, 2 × kompressors en 'n spuittenk.

Groot hoeveelheid skroot, afvalmateriale asook onderdele van trekker, implemente en voertuie.

Besigtiging: Noodsaaklik vir alle kopers aangesien van die items net as onderdele gekoop kan word — daagliks tussen 10:00 en 17:00.

Terme: Streng kontant of bankgewaarborgde tjeks alleenlik, sonder uitsondering.

Verdere navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK. Afslaers, Bus 28265, Sunnyside. Tel: 322-8330/1/2. Faks: (012) 322-9263.

PHIL MINNAAR BK. AFSLAERS

(Reg. No. CK85/01372/73)

LIKWIDASIEVEILING VAN PLAAS MET HOOFWONING ASOOK 14 ANDER MYNWONINGS DAAROP, TE DISTRIK NORTHAM

In opdrag van die likwidateurs in die **Mosekop (Edms.) Bpk.,** in likwidasie, **Meestersverwysing T2298/93,** verkoop ons die ondervermelde eiendom per openbare veiling op Vrydag, 26 November 1993 om 11:00:

Plek van veiling: Die plaas Zwartkop. (Sien rigtingwysers).

Ligging: Ry vanaf Brits met die R511 (Brits/Thabazimbipad), draai links na Northam. Ry 30 km en draai regs op R510, ry 18 km, draai links na Chromite. ± 5 km lê plaas aan regterkant.

Beskrywing van die eiendom: Gedeelte 14 ('n gedeelte van Gedeelte 13) van die plaas Zwartkop 369, Registrasie-afdeling KQ, Transvaal.

Groot: 299,7493 hektaar.

Verbeterings: 'n Hoofwoonhuis bestaande uit vier slaapkamers, sit- en eetkamer, TV-kamer, twee badkamers, aparte opwasarea, toegeboude stoep, twee motorhuise, 'n bediendekamer en aparte woonstel. 14 Ander wonings bestaande uit drie slaapkamers, sitkamer, badkamer, spens en 'n enkelmotorhuis.

Ander verbeterings: 'n Nie-blanke skooltjie en 'n hospitaal. Ou mynkantore maar benodig opknapping.

Terme: 20% (twintig persent) onmiddellik in kontant of bankgewaarborgde tjek met balans verseker te word binne 45 dae na bekragtiging.

Afslaerskommissie: 'n Gedeelte is deur koper betaalbaar.

Afslaersnota: Ideale geleentheid vir 'n belegger.

Besigtiging: Skakel Mientjie Warren by (01538) 4-0721 kantoorure.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK. Afslaers, 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: Hooggeregshof, ELLISRAS op 30 November 1993 om 10:30 voor die Landdroskantoor te ELLISRAS die ondergemelde eiendom by publieke veiling verkoop:—

Resterende gedeelte van die plaas Johannisberg 509, Registrasie Afdeling L R, Transvaal. *Groot:* 371,8608 hektaar.

Blykens Akte van Transport T16603/1982 in die naam van **ANNA SHOPHIA MALHERBE.**

Ligging van hierdie eiendom: 60 km oos van Ellisras.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, implemente afdak, stoorkamer, sinkstoor en 5 arbeidershuise. Veekerend omhein en verdeel in kampe. 2 Boorgate, sementdam, tenk en suipbak. Palalarivier.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom 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 huurkoopooreekoms 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% afslaerskommissie 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 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 eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste 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: AFAD 02003 01G 02G 03G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 November 1993.

PROPERTY AUCTIONEERS CC

INSOLVENT ESTATE **P. A. BOTHA, MASTER'S REFERENCE T3285/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site, at Holding 48, Fischer Street, Nelsonia Agricultural Holdings, Meyerton, on Friday, 26 November 1993 at 14:00: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Property Auctioneers CC. Tel. (016) 81-2031 a/h (016) 87-3842.

PROPERTY AUCTIONEERS CC

INSOLVENT ESTATE **J. A. BESTER, MASTER'S REFERENCE T19235/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site, at 35 Bogart Street, Vanderbijlpark, on Friday, 26 November 1993 at 11:00: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Property Auctioneers CC. Tel. (016) 81-2031 a/h (016) 87-3842.

PLUS AFSLAERS

INSOLVENTE BOEDELVEILING, **J. P. VAN ZYL, MEESTERSVERWYSINGSNOMMER T3508/93**

Behoorlik gemagtig deur Kurator in bogenoemde boedel, verkoop ons per openbare veiling, op die perseel, op 16 November 1993, Erf 144 (Gordon Graystraat 40), Dan Pienaarville-uitbreiding 1, Krugersdorp.

Voorwaardes: 20% (twintig persent) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne 30 (dertig) dae van bevestiging van verkoping.

Navrae: Plus Afslaers. Tel: (011) 475-5133.

PHIL MINNAAR BK. AFSLAERS

(Reg. No. CK85/01372/73)

INSOLVENTE BOEDELVEILING VAN WONING IN GESOGTE WOONGEBIED IN PRETORIA — PIERRE VAN RYNEVELDPARK

GEEN RESERWE — ONMIDDELLIKE BEKRAGTIGING

In opdrag van die Kurator in die insolvente boedel **J. J. G.** en **T. Kruger, Meestersverwysing T3290/93,** verkoop ons die ondervermelde eiendom per openbare veiling op Dinsdag, 23 November 1993 om 11:00:

Plek van veiling: Kirknesstraat 36, Pierre van Ryneveld-uitbreiding 7.

Beskrywing van eiendom: Erf 1910, beter bekend as Kirknesstraat 36, Pierre van Ryneveld-uitbreiding 7, Verwoerdburg, Registrasieafdeling JR, Transvaal.

Groot: 988 m^2.

Verbeterings: Hierdie staanteëldakwoning bestaan uit ingangsportaal, drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, matte en teëls, ingeboude kaste, plaveisel, motorafdak, braaigeriewe, veiligheidshekke, diefwering en ommuur.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na aanvraag.

Besigtiging: Daagliks tussen 08:00 en 17:00.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK. Afslaers, Bus 28265, Sunnyside. Tel: 322-8330/1/2. Faks: (012) 322-9263.

BERNARDI AUCTIONEERS, APPRAISERS & ESTATE AGENTS

Favoured with instructions by the trustee in the insolvent estate of **D. F. Weyers, Master's Reference T364/93,** we will sell by public auction on Saturday, 13 November 1993 at 13:00, at our auction mart, 155 Glyn Street, Colbyn, Pretoria:

Collector's coins and furniture.

Terms: R500 deposit (refundable) and cash or bank-certified cheque.

Bernardi Auctioneers, Appraisers & Estate Agents, 155 Glyn Street, Colbyn. Tel. (012) 43-6914/5.

VERED AUCTIONEERS

INSOLVENT ESTATE **C. A.** AND **J. L. REST: MASTER'S REFERENCE T1959/93**

Instructed by the trustees in the above matter, we will sell by public auction, Section 6, Bruma Lake Village, being 6 Bruma Lake Village, Frederik Beyers Street, Bruma, Johannesburg.

Improvements comprise: A three-bedroomed home with a single garage.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the trustee.

Terms: 15% (fifteen per cent) deposit immediately, the balance by approved guarantees within 30 days.

Date of sale: Monday, 29 November 1993 at 11:00, at the property.

Viewing: The property can be viewed during the day, security in attendance.

For further information: Please phone the Auctioneers Vered (011) 646-5432. Fax (011) 486-1618.

VERED AUCTIONEERS

MCKEE FORKLIFT SERVICES (PTY) LIMITED, IN LIQUIDATION: **MASTER'S REFERENCE N241/93**

Instructed by the liquidator in the above matter, we will sell by public auction, 2 Nissan forklift trucks (4 ton and 7 ton).

The forklift trucks will be sold without reserve.

Terms: Cash or bank-certified cheque only. VAT will be added.

Date of sale: Tuesday, 16 November 1993 at 10:00, at Nedfin Bank Warehouse, 221 Main Road, Martindale, Johannesburg.

Viewing: Any time during the day.

For further information and to view: Please phone the Auctioners Vered (011) 646-5432. Fax (011) 486-1618.

PARK VILLAGE AUCTIONS

M. A. BEARE CC, IN LIQUIDATION, **MASTER'S REFERENCE T1677/93**

Duly instructed by the liquidator in the above-mentioned estate, we will sell by public auction, on site, at Plot 123, Steyn Street, President Park, District of Midrand, Transvaal, on Monday, 15 November 1993 at 10:30: A two-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

M. A. BEARE CC, IN LIQUIDATION, **MASTER'S REFERENCE T1677/93**

Duly instructed by the liquidator in the above-mentioned estate, we will sell by public auction, on site, at Unit 1, Highbury, Third Avenue, Killarney, District of Johannesburg, Transvaal, on Tuesday, 16 November 1993 at 10:30: A two-bedroomed apartment.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

M. A. BEARE CC, IN LIQUIDATION, **MASTER'S REFERENCE T1677/93**

Duly instructed by the liquidator in the above-mentioned estate, we will sell by public auction, on site, at Flat 902, Annper Heights, Catherine Avenue, Berea, District of Johannesburg, Transvaal, on Tuesday, 16 November 1993 at 12:00: A two-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

M. A. BEARE CC, IN LIQUIDATION, **MASTER'S REFERENCE T1677/93**

Duly instructed by the liquidator in the above-mentioned estate, we will sell by public auction, on site, at 58 Mons Road, corner of Bezuidenhout Street, Bellevue East, District of Johannesburg, Transvaal, on Wednesday, 17 November 1993 at 11:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

M. A. BEARE CC, IN LIQUIDATION, **MASTER'S REFERENCE T1677/93**

Duly instructed by the liquidator in the above-mentioned estate, we will sell by public auction, on site, at 37 Natal Street, Bellevue East, District of Johannesburg, Transvaal, on Wednesday, 17 November 1993, at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **C. N.** AND **B. L. BRITS, MASTER'S REFERENCE T2682/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 17 Pythion Avenue, Sherwood Gardens, District of Brakpan North, Transvaal, on Tuesday, 16 November 1993 at 10:30: A three-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **J. H.** AND **M. P. BRITS, MASTER'S REFERENCE T2681/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 60 Hastings Street, Brakpan, District of Brakpan, Transvaal, on Tuesday, 16 November 1993 at 12:00: A two-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **D. Y. SHARMAN, MASTER'S REFERENCE T727/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 4 Cottage Road, Robindale, District of Randburg, Transvaal, on Thursday, 18 November 1993 at 12:00: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **L. A. D.** AND **E. OBERHOLZER, MASTER'S REFERENCE T2843/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 14 Pascal Street, Vanderbijlpark CE1, District of Vanderbijlpark, Transvaal, on Monday, 15 November 1993 at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **F. J.** AND **H. J. POTGIETER, MASTER'S REFERENCE T2094/93**

Duly instructed by the trustee in the above-mentioned estate, we will sell by public auction, on site, at Plot 55, Kendal Forest Agricultural Holdings, District of Witbank, Transvaal, on Friday, 19 November 1993 at 10:30: A three-bedroomed residence on a smallholding.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax number (011) 789-4369.

J. C. BURCHMORE (PTY) LIMITED

VARIATIONS CLOTHING CC, IN PROVISIONAL LIQUIDATION, **MASTER'S REFERENCE T4222/93**

Public auction: 321 Derdepoort Road, Silverton, Pretoria, on Tuesday, 16 November 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only.

J. C. Burchmore (Pty) Ltd, The Auctioneers, 2 Sixth Street, Wynberg, Sandton. Tel: (011) 786-5570. Fax: (011) 885-1722.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, DELAREYVILLE op 2 Desember 1993 om 10:00 voor die Landdroskantoor te DELAREYVILLE die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 23 ('n gedeelte van Gedeelte 3) van die plaas KLIPDRIFT 335, Registrasie Afdeling I.O. Transvaal; *GROOT* 134,1490 hektaar;

Eiendom (1) blykens Akte van Transport T32822/1986

(2) GEDEELTE 18 ('n gedeelte van Gedeelte 10) van die plaas VLAKPAN 336, Registrasie Afdeling I.O., Transvaal; *GROOT* 43,4419 hektaar;

(3) GEDEELTE 14 ('n gedeelte van Gedeelte 5) van die plaas VLAKPAN 336, Registrasie Afdeling I.O., Transvaal; *GROOT* 83,7531 hektaar;

(4) RESTERENDE GEDEELTE van Gedeelte 10 van die plaas VLAKPAN 336, Registrasie Afdeling I.O., Transvaal; *GROOT* 86,8737 hektaar;

(5) GEDEELTE 15 ('n gedeelte van Gedeelte 5) van die plaas VLAKPAN 336, Registrasie Afdeling I.O., Transvaal; *GROOT* 153,8331 hektaar;

Eiendomme (2) tot (5) blykens Akte van Transport T70395/1987 en T70396/1987

(6) GEDEELTE 6 van die plaas NOOITGEDACHT 343, Registrasie Afdeling I.O., Transvaal; *GROOT* 148,6497 hektaar;

(7) GEDEELTE 5 van die plaas NOOITGEDACHT 343, Registrasie Afdeling I.O., Transvaal; *GROOT* 148,6525 hektaar;

Eiendomme (6) en (7) blykens Akte van Transport T32822/1986, in die naam van FREDERIK ERASMUS

Ligging van hierdie eiendomme:—

Eiendom (1) 17 km suid van Sannieshof

Eiendomme (2) tot (5) 23 km suidwes van Sannieshof

Eiendomme (6) en (7) 26 km suid van Sannieshof

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1) Rondawel en staalkonstruksiestoor. Veekerend omhein en verdeel in kampe. Boorgat, sementdam en suipkrippe.

Eiendomme (2) tot (5) Woonhuis, dubbelmotorhuis, pakkamers, 2 motorhuise, 2 buitekamers, melkstal, stoor met afdak, arbeiderskool met 2 woonstelle. Veekerend omhein en verdeel in kampe. 2 Boorgate, sinkdam en suipkrippe.

Eiendomme (6) en (7) Woonhuis, dubbelmotorhuis, 2 staalkonstruksiestore, selfvoerders en 7 arbeidershuise. Veekerend omhein en verdeel in kampe. 3 Boorgate, 2 sementdamme, sinkdam, tenk en suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms 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, koopooreenkomste 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.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

VERWYSINGSNOMMER: ACAB 02755 02G 03G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 November 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ERMELO op 3 Desember 1993 om 10:00 voor die Landdroskantoor te ERMELO die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 4 ('n Gedeelte van Gedeelte 2) van die plaas KLIPFONTEIN 442, Registrasie Afdeling IS, Transvaal; *GROOT:* 267,8747 hektaar

(2) DIE RESTERENDE GEDEELTE van GEDEELTE 5 ('n Gedeelte van Gedeelte 2) van die plaas KLIPFONTEIN 442, REGISTRASIE AFDELING I S, Transvaal *GROOT:* 436,1255 hektaar

Blykens Akte van Transport T33276/1984 in die naam van MATTHYS JOHANNES STEENKAMP

Ligging van hierdie eiendomme:—

Eiendomme (1) en (2) 12 km suid van Ermelo

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Eiendomme (1) en (2) Veekerend omhein en verdeel in kampe. Gronddam en 6 fonteine.

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 huurkoopooreenkoms 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, koopooreenkomste 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: AAAD 02191 01G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 November 1993.

ALPHA AFSLAERS

IN DIE INSOLVENTE BOEDEL VAN **B. J. C. VAN DER BERG, MEESTERSVERWYSING T1391/93**

In opdrag van die Kurator sal die volgende onroerende eiendom op Vrydag, 19 November 1993 om 10:00, by die perseel verkoop word te Erf 607, Welverdiend, ook bekend as Stasiestraat 57, Welverdiend. *Groot:* 992 vierkante meter.

Verbeteringe:

Woonhuis bestaande uit: Sit-, eetkamer, drie slaapkamers, badkamer, aparte toilet, moderne kombuis en waskamer. *Die buitegeboue bestaan uit:* Kamer met toilet en stort, dubbelmotorhuis met afdak asook 'n swembad.

Verkoopvoorwaardes:

1. 'n Kontant deposito van 20% (twintig persent) op toeslaan van die bod, en die balans binne 30 (dertig) dae vanaf datum daarvan.

2. Die veiling vind sonder reserwe plaas en is onderhewig aan bekragtiging.

3. Besit en okkupasie asook die risiko in en tot die eiendom sal met bekragtiging op die koper oorgaan.

Alle verdere navrae kan aan mnr. Slabbert by telefoonnommer (01491) 7-4126 gerig word.

Alpha Afslaers, Protea 1-gebou, Palladiumstraat, Carletonville.

J G W AFSLAERS

(Reg. No. CK90/35316/23)

In opdrag van die Kurator van insolvente boedel **Christian Steyn Francois van der Merwe, Meestersverwysing T1381/93,** word die hierna genoemde onroerende eiendom per openbare veiling aangebied vir verkoping:

Eerste eiendom:

Plek van veiling: Maureenstraat 10, Klerksdorp.

Datum van veiling: 23 November 1993.

Tyd van veiling: 10:00.

Onroerende eiendom: Erf 708, Wilkoppies, Klerksdorp, Registrasieafdeling IQ, Transvaal.

Beskrywing van eiendom: Vier slaapkamers (hoofslaapkamer groot met aparte aantrekkamer), drie vol badkamers plus gastetoilet en -wasbak, studeerkamer, sitkamer, woonkamer, eetkamer, kombuis met aparte waskamer, spens, speelkamer, dubbelmotorhuis plus aparte afdak, bediendekamer met bad en toilet, stoorkamer, waskamer, swembad met groot lapa, plus pragtige groot tuin.

Afslaersnota: Luukse woning in 'n baie goeie woonbuurt.

Tweede eiendom:

Plek van eiendom: Maureenstraat 10, Wilkoppies, Klerksdorp.

Datum van veiling: 23 November 1993.

Tyd van veiling: 11:00.

Beskrywing van eiendom: 23 Aandele in Henanjo Rivier Beleggings (Edms.) Bpk. Maatskappy besit 'n stuk grond langs die Vaalrivier aan die Vrystaat kant.

Verbeteringe op grond: "A-frame" huis bestaande uit: Oopplan sit-/eetkamer en kombuis, badkamer, drie slaapkamers met afskortings, bediendekamer en motorhuis.

Verkoopvoorwaardes: 15% (vyftien 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. Besitsrente gereken te word op die balans van koopsom teen huidige bougenootskaprentekoerse op eerste verbande.

Vir enige navrae: Kontak Warrick Heppell (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 tjeks.

PWV AFSLAERS BK

PUBLIEKE VEILING VAN 13 LUUKSE MEENTHUISE TE SAFARI TUINE, RUSTENBURG

In opdrag van die likwidateur in die insolvente boedel **M & S Eiendoms Ontwikkelaars BK, Meestersverwysing T1604/92,** verkoop ons deeltitel eenhede in die kompleks bekend as Hoogland.

Die kompleks met 13 eenhede bestaan uit die volgende:

(a) Vier drieslaapkamer meenthuise bestaande uit 'n sit-/eetkamer, goed toegeruste oopplan kombuis, 'n badkamer, asook 'n dubbel toesluitmotorhuis.

(b) Agt tweeslaapkamer meenthuise bestaande uit 'n sit-/eetkamer, goed toegeruste oopplan kombuis, 'n badkamer, asook 'n enkel of dubbel toesluitmotorhuis.

(c) Een een en 'n halfslaapkamermeenthuis bestaande uit 'n sit-/eetkamer, goed toegeruste oopplan kombuis, 'n badkamer asook 'n enkeltoesluitmotorhuis.

Datum: 19 November 1993.

Tyd: 10:00.

Plek: Op die perseel, hoek van Cockooweg en Canarylaan.

Afslaersnota: Hierdie is die ideale geleentheid vir jonggetroude paartjies tot groot beleggers.

Skakel gerus vir meer inligting (012) 21-5636 en 21-5771.

PWV Afslaers BK, Posbus 6200, Pretoria. Tel. (012) 21-5780.

PWV AFSLAERS BK

ONGERESERVEERDE OPENBARE VEILING VAN WOONSTEL TE VERWOERDBURG

Namens die Kurator van insolvente boedel **Jacobus van Staden, Meestersverwysing T3515/93,** verkoop ons die volgende dubbelvlakwoonstel in terme van die deeltitelwet:

Sekere Eenheid 5, die Deeltitelplan 390, geregistreer onder SS Lushof, beter bekend as Woonstel 5, Lushof, Verwoerdburg. *Groot:* 176 m^2 bestaande uit:

Drie slaapkamers, dubbeltoesluitmotorhuis en private tuin.

Datum: 30 November 1993.

Tyd: 10:00.

Plek: Op die perseel, Korrannastraat, Verwoerdburg.

Skakel vir inligting en afsprake (012) 21-5771.

PWV Afslaers BK, Posbus 6200, Pretoria. Tel. (012) 21-5780.

PETER WILLIAMS

(Reg. No. 83/3833)

INSOLVENTE BOEDELVERKOPING VAN 1989 HONDA BALLADE 130, GROOT VERSKEIDENHEID KANTOORMEUBELS, WINKELVERTOONEENHEDE, ENS.

Behoorlik daartoe gelas soos hieronder uiteengesit is, sal ons verkoop, heeltemal sonder reserweprys, te ons Veilinglokaal, Louis Trichardtstraat 181, Mayville, Pretoria, op Woensdag, 17 November 1993 om 10:00, die ondergenoemde:

Insolvente boedel **S. J. du Preez, Meestersverwysing T4596/92**

En ander:

1989 Honda Ballade 130, 'n groot verskeidenheid kantoormeubels, insluitend lessenaars, tiksters-, kantoor- en ontvangsstoele, liaseerkabinette, skryfbehoeftekabinette, vleklose staalteewaentjie, urn, winkelvertooneenhede met glasrakke, ens.

Betaling: Streng bankgewaarborgde tjeks of kontant.

Besigtiging: Maandag en Dinsdag, 15 en 16 November 1993 vanaf 09:00 tot 16:00.

Vir meer besonderhede: Nader die afslaers, Peter Williams Auctioneering & Property Services (Edms.) Bpk., Louis Trichardtstraat 181, Mayville, Pretoria. Tel. 335-2931/2.

J. C. BURCHMORE (PTY) LIMITED

INSOLVENT ESTATE **A. C.** AND **C. DE VILLIERS, MASTER'S REFERENCE T1726/93**

Plot 94, Botha Agricultural Holdings, Randfontein, situated on the Ventersdorp Road, measuring 14 794 square metres.

Sale to take place: On site on Friday, 19 November 1993 at 11:00.

Terms: 15% (fifteen per cent) deposit at time of sale. Balance within 30 days of confirmation.

J. C. Burchmore (Pty) Ltd, The Auctioneers, 2 Sixth Street, Wynberg, Sandton. Tel: 786-5570. Fax: 885-1722.

VAN'S AFSLAERS

VEILING VAN WONING — PRETORIA-NOORD

In opdrag van die Kurator van insolvente boedel **J. J. Rossouw, Meestersverwysing T1771/93,** verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging, op Vrydag, 19 November 1993 om 11:00, te Danie Theronstraat 454, Pretoria-Noord:

Groot: 1 276 m^2.

Verbeterings: Woonhuis met drie slaapkamers, sit-/eetkamer, badkamer en kombuis, motorhuis, bediendekamer, swembad en lapa.

Betaling: 10% (tien persent) deposito PLUS afslaerskommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

ROSSPRIN AFSLAERS

PUBLIEKE VEILING — GEEN RESERWE

PROPER BUILD CC, IN LIKWIDASIE, **MEESTERSVERWYSING T386/93**

In opdrag van die Kurator van die insolvente boedel van **Proper Build CC,** word die hierna genoemde eiendom per publieke veiling aangebied vir verkoping:

Plek van veiling: Petterstraat 35, Central East 6, Vanderbijlpark.

Datum van veiling: Vrydag, 19 November 1993.

Tyd: 11:00.

Eiendomsbeskrywing: Erf 144, Vanderbijlpark Central East 6-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot: 3 665 vierkante meter.

Besigtiging: Donderdag, 18 November 1993 vanaf 12:00.

Splinternuwe, siersteen kantoorkompleks in industriële gebied met geplaveide oppervlaktes met sewe kantore, ingeboude kluis, badkamers en kombuis. Alarmstelsel met monitor.

Buitegeboue: Bestaan uit twee groot store en 'n kleiner stoor, afdakke vir sewe voertuie en volledige werkerskwartiere (badkamers, storte en kombuis).

Terme: 15% (vyftien persent) deposito by ondertekening van voorwaardes van verkoping. Balans gewaarborg te word binne 30 (dertig) dae na veiling.

Vir verdere inligting: Kontak Monica Erasmus gedurende kantoorure (016) 21-4667 en na-ure (016) 31-2357.

Volledige voorwaardes beskikbaar by Rossprin Afslaers, Tweede Verdieping, NBS-gebou, Merrimanlaan, Vereeniging.

ALPHA AFSLAERS

IN DIE INSOLVENTE BOEDELS VAN **IZAK DU TOIT** EN **LEON JOHANNES BENADE, MEESTERSVERWYSINGS T3117/93** EN **T2047/93**

In opdrag van die Kurator sal die volgende onroerende eiendomme op Donderdag, 18 November 1993, verkoop word:

Om 10:00:

Gedeelte 2 van Erf 868, Fochville, ook bekend as Vierde Straat 39, Fochville. *Groot:* 1 482 vierkante meter.

Verbeteringe: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, portaal, twee vol badkamers, afsonderlike toilet, kombuis, opwaskombuis, werkskamer en 'n stoep. *Die buitegeboue bestaan uit:* 'n Dubbelmotorhuis ingerig as gesinskamer, dubbelmotorafdak, swembad, lapa, stoor, slaapkamer en toilet.

Om 11:00:

Erf 2012, Fochville-uitbreiding 4, ook bekend as Rooibosstraat 3, Fochville. *Groot:* 1 000 vierkante meter.

Verbeteringe: Woonhuis bestaande uit vier slaapkamers, sitkamer, eetkamer, gesinskamer, drie vol badkamers en 'n moderne kombuis. *Die buitegeboue bestaan uit:* 'n Dubbelmotorhuis, motorafdak, lapa, slaapkamer en toilet.

Verkoopvoorwaardes:

1. 'n Kontant deposito van 20% (twintig persent) op toeslaan van die bod, en die balans binne 30 (dertig) dae vanaf datum daarvan.

2. Die veilings vind sonder reserwe plaas en is onderhewig aan bekragtiging binne 14 (veertien) dae.

3. Besit en okkupasie asook die risiko in en tot die eiendomme sal met bekragtiging op die kopers oorgaan.

Alle verdere navrae kan aan mnr. Slabbert by telefoonnommer (01491) 7-4126 gerig word.

Alpha Afslaers, Protea 1-gebou, Palladiumstraat, Carletonville.

AUCOR (PTY) LTD

COMPANIES IN LIQUIDATION

American Hair Products (Pty) Ltd, Master's Reference T93/93; Communication Antenna Systems (Pty) Ltd, Master's Reference T462/92; Elliots Electronics (Pty) Ltd, Master's Reference T1181/93; Anglo Port CC, Master's Reference T1345/93; Creative Computers (Pty) Ltd, Master's Reference T3977/92; and deceased estate **A. P. van der Linde, Master's Reference T5718/93.**

Brand-new 386 and 486 PC (Quartitz), computer equipment and software, office furniture and equipment, catering equipment, oak and bentwood furniture, stationery, motor vehicles, hair products and 50 × air-conditioners.

Duly instructed by the liquidators and trustee the Aucor Group will supplement and sell as above, at our new premises, Auction Park, 14 Appel Road, Kramerville, on Wednesday, 17 November 1993 at 10:30.

For further details please contact the auctioneers.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Kramerville. Tel: (011) 444-5550. Fax: (011) 444-5551/2. (S.A.I.A.) (Ref. 38293.ALL.)

AUCOR (PTY) LTD

UNRESERVED AUCTION: **C & H JANSEN VERVOER (PTY) LTD,** TRADING AS JANSENS TRANSPORT, IN PROVISIONAL LIQUIDATION, **MASTER'S REFERENCE T4136/93**

Loaders, TLB's, dozers, excavators, articulated dump trucks, trucks, lowbed rig, LDV's, etc.to be auctioned at 4 Twelfth Street, Industrial Area, Welkom, on Thursday, 18 November 1993 at 10:30.

Duly instructed thereto by the joint provisional liquidators and the banks concerned.

The above is subject to change without prior notice.

View: Two days prior to sale.

Terms: R2 000 (two thousand rand) refundable deposit. The balance to be paid by Friday, 19 November 1993. Buyers being financed must produce a letter of credit prior to bidding. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site, but can be paid in at the nearest First National Bank.

For further details: Please contact the auctioneers Aucor (Pty) Ltd, 14 Appel Road, Kramerville, Sandton. Tel: (011) 444-5550. Fax: 444-5551. (S.A.I.A.).

A. E. COOK, COOK & FALCONER

ESTATE LATE **MAMPHOTHI ELIZABETH KODISANG**

Kindly take notice that the property listed hereunder will be sold by public auction on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court, corner of Church and Fourth Avenue, Nigel, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 5111, Duduza Township, measuring 257 (two hundred and fifty-seven) square metres, known as Erf 5111, Duduza, Nigel, and registered in the name of **Mamphothi Elizabeth Kodisang.**

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

A. E. Cook, Cook & Falconer, Second and Third Floors, Permanent Building, 47 Princess Avenue, Benoni.

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

Main building: Brick under asbestos detached single-storey residence comprising four bedrooms, bathroom, w.c., kitchen, lounge. *Fencing:* Wire. Plastered house with pitched asbestos roof.

The material conditions of sale are:

(a) The sale will be held by public auction and without reserve, but the sale shall be subject to the confirmation of the Magistrate, Nigel, 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 representative of the estate, A. E. Cook, Cook & Falconer, Third Floor, Permanent Building, 47 Princess 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 cent) thereof or if the purchase price is less than R10 000, then the total purchase price, together with the auction charges of 4% (four per cent) of the sale price and Value-Added Tax, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest thereon at 16% (sixteen per cent) per annum 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) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the mortgagee's mortgage bond; otherwise the property is sold free of any such lease or other real right. If the mortgagee is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

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

Dated at Benoni on this the 27th day of October 1993.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Attorneys for the Representative of the estate late K. E. Kodisang, Second Floor, Permanent Building, 47 Princes Avenue; P.O. Box 52, Benoni. Ref: Mrs Kok/sn. Tel: 845-2700.

KAAP • CAPE

PAUL & KIE AFSLAERS

Behoorlik daartoe gemagtig deur die likwidateur van Vredeville Bakkery & Supermark BK., in likwidasie, **Meestersverwysingsnommer K60/93,** sal die volgende voertuig per publieke veiling verkoop word op 23 November 1993 om 10:00, te die kantore van Paul & Kie, Pienaarstraat 121, Richmond (Kaap):

Voertuig: 1979 model Golf motorvoertuig.

Terme: Voetstoots teen kontant of bankgewaarborgde tjek op dag van veiling (BTW uitgesluit).

Verkoopvoorwaardes: Ter insae by afslaers.

Afslaers: Paul & Kie., Pienaarstraat 121, Richmond (Kaap).

Navrae: Mnr. Venter. Tel: (0536912) 3/179.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, SOMERSET-OOS op 3 Desember 1993 om 10:00 voor die Landdroskantoor te SOMERSET-OOS die ondergemelde eiendom by publieke veiling verkoop:—

Gedeelte 1 van die plaas BOTHAS HOOP nr. 358, in die Afdeling Somerset-Oos. *GROOT:* 1277,4740 hektaar

Blykens Akte van Verdelingstransport T5296/1966 in die naam van CHRISTOFFEL JACOBUS BOTHA

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom: 80 km suidsuidoos van Somerset-Oos

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, buitekamers, lusernskuur, skeerhuis, melkstal, werkswinkel, lusern- en uieskuur, 6 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. 2 Boorgate, 2 sementtenks, sinktenk, 5 sementdamme, 15 drinkbakke, 4 damme, Klein Visrivier en Brakrivier. Ressorteer onder die Sheldon Besproeiingsraadskema en 70 hektaar is daaronder ingelys.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

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 huurkoopooreenkoms 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% Afslaerskommissie 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 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 eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte of koopooreenkomste 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: DCAV 03681 01G 02G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 November 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, UNIONDALE op 1 Desember 1993 om 10:00 voor die Landdroskantoor te UNIONDALE die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 2 (ANNEX MODDERFONTEIN) (gedeelte van Gedeelte 1) van die plaas MORDENAARSBERG nr 81 in die Afdeling Uniondale *GROOT:* 149,8789 hektaar

(2) Gedeelte 4 (DROOGE HOEK) (gedeelte van Gedeelte 2) van die plaas ROODEKLIP nr 26 in die Afdeling Uniondale *GROOT:* 268,8211 hektaar

(3) Restant van Gedeelte 1 van die plaas MOERASFONTEIN nr 27 in die Afdeling Uniondale *GROOT:* 758,9673 hektaar

(4) Gedeelte 4 (ONMONDIG) (gedeelte van Gedeelte 1) van die plaas MOERASFONTEIN nr 27 in die Afdeling Uniondale *GROOT:* 1077,5158 hektaar

Eiendomme (1) tot (4) blykens Akte van Transport T1174/1989 in die naam van ANDRE FRANCOIS MALAN

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:— 30 km noordoos van Uniondale

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, woonstel, stoor met motorhuis, enjinkamer, voerstoor, implementestoor, 3 arbeidershuise, kraal en bokskure. Geheel jakkalsproef omhein en verdeel in kampe. 9 Boorgate, 5 sementdamme, tenk, suipkrippe en 6 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 huurkoopooreenkoms 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, koopooreenkomste 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: DHAK 01780 02G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 November 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, CALEDON op 3 Desember 1993 om 11:00 voor die Landdroskantoor te CALEDON die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 1 (RUIGTE VLEI BERG) van die plaas nr 535 in die Afdeling van Caledon. *GROOT:* 170,4484 hektaar

(2) Gedeelte 2 (RUIGTE VLEI) van die plaas HARTBEEST KRAAL NR 598 in die Afdeling van Caledon. *GROOT:* 550,1790 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T13505/1975 in die naam van JAN HENDRIK DE KOCK

Ligging van hierdie eiendomme:—

Eiendomme (1) en (2) 16 km suid van Caledon

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Geboue

Eiendom (2) 3 Woonhuise, stoor en melkstal, 2 store en 3 arbeidershuise.

Omheining

Eiendomme (1) en (2) Veekerend omhein en verdeel in kampe.

Watervoorraad

Eiendomme (1) en (2) 10 Gronddamme en 3 fonteine.

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 huurkoopooreenkoms 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, koopooreenkomste 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: DDAC 02817 01G 02G 03G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 November 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VICTORIA-WES op 8 Desember 1993 om 10:00 voor die Landdroskantoor te VICTORIA-WES die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van die plaas SWAWELFONTEIN NR 32 in die Afdeling Victoria-Wes *GROOT* 4418,6478 hektaar

Eiendom (1) Blykens Akte van Transport T33661/1972

(2) Gedeelte 2 van die plaas SWAWELFONTEIN NR 32 in die Afdeling Victoria-Wes *GROOT* 5,4926 hektaar

Eiendom (2) Blykens Akte van Transport T19741/1979 in die naam van JACOBUS NICOLAAS DE KOCK

Ligging van hierdie eiendomme: 83 km noordwes van Victoria-Wes

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2) 2 Woonhuise, buitekamer, stoor, motorhuis, melkafdak en 3 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. 17 Boorgate, fontein, 10 sementdamme, 6 sinkdamme en 32 suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms 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, koopooreenkomste 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: DAAN 00563 01G 03G 04G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 November 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HARTSWATER op 3 Desember 1993 om 10:00 voor die Landdroskantoor te HARTSWATER die ondergemelde eiendomme by publieke veiling verkoop:—

(1) SEKER PERSEEL 570 'n Gedeelte van Perseel 167 VAALHARTSNEDERSETTING A GELEË in die Afdeling van VRYBURG *GROOT* 26,2545 hektaar

(2) SEKER PERSEEL 1134 'n Gedeelte van Perseel 167 VAALHARTSNEDERSETTING A GELEË in die Afdeling van VRYBURG *GROOT* 72,1972 hektaar

(3) SEKER PERSEEL 1135 'n Gedeelte van Perseel 167 VAALHARTSNEDERSETTING A GELEË in die Afdeling van VRYBURG *GROOT* 7 277 vierkante meter

(Eiendomme (1) tot (3) is gekoppel en word as 'n eenheid verkoop)

Eiendomme (1) tot (3) blykens Akte van Transport T1694/1980 in die naam van THOMAS RICHARDT VISSER.

Ligging van hierdie eiendomme:— 22 km noordwes van Hartswater

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Toegeboude staalstoor, voerkamer en arbeidershuis. Veekerend omhein en verdeel in kampe. 1 Boorgat en sementdam.

25,7 hektaar van eiendom (1) is ingelys onder the Vaalharts Staatswaterskema.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die Minister van Landbou en van Waterwese moet verkry dat hy die waterregte sal kan bekom. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

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 huurkoopooreenkoms 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, koopooreenkomste 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 agterstallige waterbelasting ten bedrae van R3 208,65 ten opsigte van eiendom (1) verskuldig is.

VERWYSINGSNOMMER: DGAB 02773 01G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 3 November 1993.

NOORDKAAP EIENDOMME BK.

(Reg. No. 88/01437/23)

INSOLVENTE BOEDELVEILING: WOONHUIS KURUMAN

In opdrag van die Kurator in die insolvente boedel van **A. J. van der Walt** met **Meestersverwysingsnommer T4771/92,** sal ons die volgende eiendom per publieke veiling aanbied op die perseel te Keulerstraat 41, Kuruman, op Vrydag, 26 November 1993 om 10:00:

Sekere Erf 2282, Kuruman, geleë in die munisipaliteit Kuruman, afdeling Kuruman. *Groot:* 1 513 (eenduisend vyfhonderd en dertien) vierkante meter.

Beskrywing: Die eiendom is geleë in 'n moderne goeie woonbuurt en is verbeter met 'n groot woonhuis van baksteen onder Harvey teëls, met drieslaapkamers met ingeboude kaste, twee badkamers, sitkamer, TV-/eetkamer, kombuis, dubbel motorhuis, bediendekamer met geriewe, afsonderlike groot familiekamer met eie toilet/wasbak, swembad en ommuurde tuin.

Verkoopvoorwaardes: 10% (tien persent) kontant by toeslaan van die bod. Balans gewaarborg binne 21 dae. Voorwaardes ter insae by ons kantore vanaf 15 November 1993.

Navraag: Noordkaap Eiendomme BK., Posbus 27, Kuruman, 8460. Tel. (05373) 2-1091 kantoorure of (05373) 2-2536 na-ure (mnr. Mans).

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal Boland Bank Eiendomsdienste en Afslaers (Edms) Bpk, op 3 Desember 1993 om 10:00 by die Landbouskougronde, Rugbyklubhuis, CALEDON die ondergemelde eiendom by publieke veiling verkoop:—

Gedeelte 6 van die plaas ELIAS GAT NR 600 in die Afdeling Caledon. *GROOT:* 323,7691 hektaar Blykens Akte van Transport T4789/1985 in die naam van PETRUS JOHANNES SMAL

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom 18 km suid van Caledon

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

2 Woonhuise, implementestoor, stoor, melkstal, kantoor en arbeidershuise. Veekerend omhein en verdeel in kampe. Boorgat, gronddamme en fontein.

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 huurkoopooreenkoms 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% Afslaerskommissie 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 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 eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste 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: DDAC 04941 02G 03G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 5 November 1993.

NATAL

ZULULAND AUCTIONEERS

INSOLVENSIEVEILING — MOTORVOERTUIE

In opdrag van die Kurator in die insolvente boedel van **Zululand Industrial Equipment (Pty) Ltd, Meestersverwysing N473/93,** sal ek verkoop te Peseta Parade, Richardsbaai, die volgende goedere:

Quantity description: 3 Office desks, 49 cutting desks, 3 office chairs, 10 rolls danger tape, computer show mm 1420 keyboard, 93 assortment men's socks, Seykosha printer and cable, Felt grip 5 ℓ , computer stand, 5 Bituprime 5ℓ , Kelvinator fridge, 13 Bayer silicone 310 ml, 3 shelf file storage, Cellar seal kit 2,5 kg, 3 steel shelves, 6+1 Malthoid — 1 partially used, 2 bulk shelves, 2 25lt fillerkote, 2 fire extinguishers, 5 ℓ Chlor rubber thinners, Kardex cabinet, Felt grip 5 ℓ , ladder (2 sections), 5 Bituprime 5 ℓ , metal toolbox, 2 assortment of 25 ℓ drums paint, gas trolley, 37 assortment of 5 ℓ tins paint, Okifax fax machine, 10 assortment of 1 ℓ tins paint, 2 Rock Bitumen 155/13, 4 assorted 2-piece overalls, Epidermix 325, 75 assorted 1-piece overalls, Epidermix 395 500 ml., 23 assorted dust coats, 2 Bitusseal liquid, 79 assorted men's shirts, Felt grip 5 ℓ , 68 assorted men's shorts, 5 Bituprime 5 ℓ , 36 assorted men's longs, 13 Bayer silicone 310 ml, 36 men's longs, Cellar seal kit 2,5 kg, 5 overall pants, 6+1 Malthoid — 1 partially used, chainsaw trousers, 500 ml wood dressing, 9 042 rain suits, coats, rants, ponchos — boys and men, 8 ℓ Convertex thinners, 1 ℓ Covertex, 2 289 assorted industrial pvv gloves, 65 tins laquer spray (2 without cover caps), 892 assorted sunglasses, 953 assorted industrial safety glasses, 125 Synt resin adhes 340/705/723, 1 039 assorted optical frames (glasses), 3 silicon guns, 108 portable closets, 15 mutton cloth 400 g, 5 085 single dust masks, 10 mutton cloth 500 g, 84 double dust masks, 11 6" super block brush, 43 assorted gum boots, 3 block wire brush, 127 assorted shoes/boots, 20 assortment brooms, 71 ear muffs, 236 assortment paint brushes, 64 sponge ear plugs, 66 assortment radiator brushes, 12 clear visors, 9 feather dusters, 6 single resperators, 25 ℓ plastic container, 45 shaded lens welding helmet, 24 assortment enamel rollers, 99 clear lens welding helmet, 37 assortment scrubbing brushes, welding helmet flip front, 60 sheepskin roller refills, 12 forestry helmets — black face shields for helmets, 6 plasters float, 9 plasters hawk, 2 pvc aprons, 3 picks and handles, 54 safety signs, 41 strong ones, 2 ladies' skirts, 2 2" stripping knives, 4 ladies' blouses, 70 thread tape, 8 white "doeks" (triangular shape), 6 Squeegees — small, and 7 Squeegees — handles.

Zululand Auctioneers, 107 TML Huis, Unionstraat, Posbus 1331, Empangeni. Tel. (0351) 92-4082.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die BKB Eiendomme (Eiendoms) Beperk op 3 Desember 1993 om 10:00 die ondergemelde eiendom ter plaatse by publieke veiling verkoop:—

Restant van die plaas BLAAUW DRIFT nr. 207, in die Afdeling Albany. *GROOT:* 804,3549 HEKTAAR.

Blykens Akte van Transport T17946/1986, in die naam van JULES JOHAN DU PLESSIS.

Ligging van hierdie eiendom: 28 km oosnoordoos van Grahamstad.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, motorhuis, 2 store, kleinveedip en krale en grootveedip en krale. Jakkalsproef omhein en verdeel in kampe. 3 Watertenks, sementreservoir, boorgat en 20 suipkrippe.

Die eiendom is geleë in die Groot-Visrivier Staatswaterbeheergebied (Laer Vis) en voorlopige waterregte om 18 hektaar te besproei is tydens die proklamasie van genoemde Staatswaterbeheergebied toegeken. Dit word beweer dat die potensiaal van die eiendom egter sodanig is dat 'n eienaar die waterregte kan uitbrei tot die maksimum van 25 hektaar.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte en voorlopige waterregte sal kan bekom. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

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 huurkoopooreenkoms 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% Afslaerskommissie 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 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 eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste 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.

Vir enige verdere besonderhede skakel mnr. Danie Cronje, Tel 041 — 545500.

VERWYSINGSNOMMER: DEAB 02770 02G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 November 1993.

ORANJE-VRYSTAAT
ORANGE FREE STATE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BETHLEHEM op 3 Desember 1993 om 10:00 voor die Landdroskantoor te BETHLEHEM die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas KHAMI 1610, distrik Bethlehem. *GROOT:* 85,6532 hektaar.

Eiendom (1) blykens Aktes van Transport T6583/1971 en T10513/1975.

(2) Die restant van die plaas LALAPANSIC 1354, distrik Bethlehem. *GROOT:* 176,5991 hektaar.

Eiendom (2) blykens Akte van Transport T6130/1977.

(3) Die plaas TRYFENA 1470, distrik Bethlehem. *GROOT:* 433,5586 hektaar.

Eiendom (3) blykens Aktes van Transport T6583/1971 en T10513/1975.

(4) Die restant van die plaas BULTFONTEIN 23, distrik Bethlehem. *GROOT:* 513,9192 hektaar.

Eiendom (4) blykens Aktes van Transport T6584/1971 en R10513/1975 in die naam van WILLEM STERRENBERG VAN AARDE.

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme: Eiendomme (1) tot (4) 26 km suidwes van Bethlehem.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (4): 2 Woonhuise, staalstoor, buitegeboue en arbeidershuise. Veekerend omhein en verdeel in kampe. 9 Boorgate, 3 sementdamme 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 huurkoopooreenkoms 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, koopooreenkomste 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: BAAA 01816 05G 08G 09G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 November 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ZASTRON op 3 Desember 1993 om 10:00 voor die Landdroskantoor te ZASTRON die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas ROSARY 375, distrik Zastron. *GROOT:* 411,3510 hektaar.

Eiendom (1) Blykens Akte van Transport T7690/1981 in die naam van JOHANNES GERHARDUS FONTERNEL.

(2) Die plaas SPRINGKRAAL 550, distrik Zastron. *GROOT:* 539,3910 hektaar.

(3) Onderverdeling 1 van die plaas HARMONIA 438, distrik Zastron. *GROOT:* 128,4798 hektaar.

Eiendomme (2) en (3) Blykens Akte van Verdelingstransport T3878/1975 in die naam van JOHANNES GERHARDUS FONTERNEL.

(4) Die restant van die plaas VAN IDDEKINGES VALLEI 351, distrik Zastron. *GROOT:* 312,9697 hektaar.

Eiendom (4) Blykens Akte van Transport T9906/1989 in die naam van JOHANNES GERHARDUS FONTERNEL.

(5) Onderverdeling 1 van die plaas EXCELSIOR 421, distrik Zastron. *GROOT:* 25,0717 hektaar.

(6) Restant van die plaas HARMONIA 438, distrik Zastron. *GROOT:* 43,2877 hektaar.

(7) Onderverdeling 1 van die plaas HARTEBEESTHOEK 154, distrik Zastron. *GROOT:* 51,3209 hektaar.

(8) Onderverdeling 1 van die plaas VAN IDDEKINGES VALLEI 351, distrik Zastron. *GROOT:* 54,8180 hektaar.

(9) Restant van die plaas EXCELSIOR 421, distrik Zastron. *GROOT:* 92,9156 hektaar.

(10) Die plaas ZAAIMANSHOEK 450, distrik Zastron. *GROOT:* 180,5669 hektaar.

(11) Die plaas THEODORE'S RUST 479, distrik Zastron. *GROOT:* 257,4578 hektaar.

(12) Die plaas SCHIEDAM 333, distrik Zastron. *GROOT:* 343,5364 hektaar.

Eiendomme (5) tot (12) Blykens Akte van Transport T9907/1989 in die naam van JOHANNES FREDERIK FONTERNEL.

Eiendomme (2) en (3) is gekoppel en word gesamentlik verkoop.

Ligging van hierdie eiendomme: 24 km noordoos van Zastron.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3): 4 Woonhuise, 2 store, dubbelmotorhuis, rondawel, skuur, skoolgebou, 9 arbeidershuise, motorhuis, staalskuurkompleks, klipskuur en melkstal. Veekerend omhein en verdeel in kampe.

Eiendom (4): Woonhuis, 3 klipstore, stoor met afdak, 2 motorhuise en buitekamer. Veekerend omhein en verdeel in kampe.

Eiendomme (5) tot (12): Woonhuis, rondawel, buitekamers, melkkamer, skuur, werkswinkel, 2 afdakke, melkstal en 4 arbeidershuise. Veekerend omhein en verdeel in kampe.

Watervoorraad

Eiendomme (1) tot (12): 24 Boorgate, 2 fonteine, 3 sementdamme, 7 sinkdamme 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 huurkoopooreenkoms 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, koopooreenkomste 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: BBAU 01779 04G 06G 07G BBAU 04525 01G 02G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 4 November 1993.

Werk mooi daarmee.

Ons leef daarvan.

water is kosbaar

Use it.

Don't abuse it.

water is for everybody

WARNING

Possession of illegal weapons could condemn you to:

UP TO 25 YEARS IN JAIL, COMMUNITY AND FAMILY REJECTION

PLEASE HAND IT IN

For the sake of your community

Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad

Save a drop — and save a million

Water conservation is very important to the community and industry to ensure their survival. So save water!

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 1993 tot 30 September 1994 word Afrikaans 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.***

———oOo———

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 1993 to 30 September 1994, Afrikaans 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.***

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

		Bladsy
GEREGTELIKE EN ANDER OPENBARE VERKOPE		10
Geregtelike verkope:		
Provinsies:	Transvaal	10
	Kaap	104
	Natal	150
	Oranje-Vrystaat	184
Openbare veilings, verkope en tenders		191

TABLE OF CONTENTS

LEGAL NOTICES

		Page
SALES IN EXECUTION AND OTHER PUBLIC SALES		10
Sales in execution:		
Provinces:	Transvaal	10
	Cape	104
	Natal	150
	Orange Free State	184
Public auctions, sales and tenders		191

Belangrik

Maak uself deeglik vertroud 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

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

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaat Sak X85, Pretoria, 0001. Tel. 323-9731 × 263, 267 of 269

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001. Tel. 323-9731 × 263, 267 or 269