

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

Vol. 341

PRETORIA, 19 NOVEMBER 1993

No. 15264

***WETLIKE
KENNISGEWINGS***

***LEGAL
NOTICES***

B

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

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

(INWERKINGTREDING: 1 JUNIE 1993)

LYS VAN VASTE TARIWE

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 <i>Staatskoerant</i> , 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
<i>(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)</i>	

GEREGTELIKE EN ANDER OPENBARE VERKOPE:

Geregtelike verkope	102,80
Openbare veilinge, 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
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MAATSKAPPYKENNISGEWINGS:

Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende	51,40
Verklaring van dividende met profytstate, notas ingesluit	118,40
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies.....	178,80

ORDERS VAN DIE HOF:

Voorlopige en finale likwidasies of sekwestrasies.....	67,10
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	178,80
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevels <i>nisi</i>	178,80
Verlenging van keurdatum	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

<i>Standardised notices</i>	<i>Rate per insertion R</i>
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 <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	6,60
<i>Non-standardised notices</i>	
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 <i>Gazette</i> :	
All provinces appear on the first Friday of each calendar month	38,10
(Closing date for acceptance is two weeks prior to date of publication.)	
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, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	178,80
Extension of return date	22,50
Supersessions and discharge of petitions (J 158)	22,50
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 plasinge Two insertions	Drie plasinge 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

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

1. Die *Staatskoerant* word weekliks op Vrydag gepubliseer en die sluitingstyd vir die aanname van kennisgewings wat op 'n bepaalde Vrydag in die *Staatskoerant* moet verskyn, is **15:00 op die voorafgaande Vrydag**. Indien enige Vrydag saamval met 'n openbare vakansiedag, verskyn die *Staatskoerant* op 'n datum en is die sluitingstyd 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 veranderinge in die kopie van kennisgewings kan nie onderneem word nie tensy opdragte daarvoor ontvang is **voor 15:30 op Maandae**.

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPEEKLIKHEID

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.

AANSPEEKLIKHEID VAN ADVERTERDER

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

BETALING VAN KOSTE

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

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

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

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

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

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

(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 verkoopprijs van die Staatsdrukker bestel word. Geen aanspreeklikheid word aanvaar vir die versuim om sodanige *Staatskoerant(e)* te pos of vir vertraging in die versending daarvan nie.

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

Case 16475/93
PH 140

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

In the matter between **Nedcor Bank Ltd**, formerly known as Nedperm Bank Limited, and prior to that known as Nedbank Limited, Plaintiff, and **Erasmus, Willem Stephanus Cornelius**, First Defendant, and **Erasmus, Jacoba Dorothea Regina**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 8 December 1993 at 10:00 at the Johria Hof, 4 Du Plessis Road, Florentia, to the highest bidder:

Erf 1246, Roodekop Township, Registration Division IR, Transvaal, in extent 805 (eight hundred and five) square metres, held under Deed of Transfer T39545/1986, situated at 14 Agapanthus Street, Leondale.

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

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 23,25% (twenty-three comma two five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

Dated at Johannesburg on this the 26th day of October 1993.

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) (Ref. N5560(WADE) Mr Orelowitz/ab.)

Case 18497/93
PH 140

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

In the matter between **Nedcor Bank Ltd**, formerly known as Nedperm Bank Ltd, Plaintiff, and **Frolov, Yuri Alexandrovich**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 9 December 1993 at 10:00 at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Section 37, Rockview Heights, Registration Division Transvaal, in extent 207 (two hundred and seven) square metres, held under certificate of Registered Title 88/1986(37)(Unit), and Section 115, Rockview Heights, Registration Division Transvaal, in extent 8 (eight) square metres, held under certificate of Registered Title 88/1986(115)(Unit), situated at 215 Rockview Height, Percy Street, Yeoville.

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

Improvements: Residential apartment.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18,75% (eighteen comma seven five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) (Ref. N5589(BRAM) Mr Orelowitz/ab.)

Case 14509/91
PH 140IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedperm Bank Ltd**, formerly known as Nedperm Ltd, Plaintiff, and **Tlhoiwa, Vincent Benedict**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 3 December 1993 at 10:00, at the main entrance hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, to the highest bidder:

Erf 386, Evaton West Township, Registration Division IQ, Transvaal, in extent 450 (four hundred and fifty) square metres, held under Deed of Transfer TL68636/1989, situated at 386 Palm Beach Street, Beverly Hills, Evaton West.

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 balance, together with interest thereon to date of registration of transfer at the rate of 27% (twenty seven per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

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

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) (Ref. N2549(FORD) Mr Orelowitz/ab.)

Case 9724/92
PH 140IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedperm Ltd**, Plaintiff, and **Miles, Henry Balitmore**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 1 December 1993 at 10:00, on the steps of the Magistrate's Court, Bodenstein Street, Pietersburg, to the highest bidder:

Erf 257, Westenburg Township, Registration Division LS, Transvaal, in extent 1 220 (one thousand two hundred and twenty) square metres, held under Deed of Transfer T18576/1991, situated at 2 Coverdale Street, Westenburg, Pietersburg.

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 18,5% (eighteen comma five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, 68 Hans van Rensburg Street, Pietersburg.

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, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) (Ref. N5157(BRAAM) Mr Orelowitz/ab.)

Case 7322/92

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

In the matter between **United Bank**, Plaintiff, and **Pieter Willem Adriaan Coetzer**, First Defendant, and **Pietronella Johannes Coetzer**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 20 October 1992, and writ of execution issued pursuant to his judgment, the following will be sold in execution reserve to the highest bidder on 10 December 1993 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 21, Struisbult Township, Registration Division IR, Transvaal, measuring 1 488 (one thousand four hundred and eighty-eight) square metres, held by the Defendant under Deed of Transfer T32652/89.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed:

Main building: Brick building under iron roof consisting of: Front stoep, lounge, four bedrooms, bathroom/toilet, kitchen and back stoep. *Outbuildings:* Garage, servant's room and toilet.

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the purchaser to the Execution Creditor's attorneys, within 14 (fourteen) days of date of the said sale.

2. *Conditions of sale:* The full conditions of sale may be inspected prior to the date of sale at the office of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs this 1st day of November 1993.

A. F. Jansen, for Bennett, McNaughton and Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525).

Saak 9656/86

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Trustbank**, Eksekusieskuldeiser, en **Catharina Johanna Magdalena Zwiigelaar**, Eksekusieskuldenaar

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 17 Desember 1986, en daaropvolgende lasbrief vir eksekusie die hiernagenoemde eiendom op Vrydag, 10 Desember 1993 om 15:00, geregtelik verkoop sal word, naamlik:

Erf 376, Selection Park, Springs, bekend as Goodmanstraat 17, Selection Park, groot 1 176 (een een sewe ses) vierkante meter, gehou kragtens Tranaport Akte T19625/1981, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Geregsbode, Springs, ter insae 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.

Gedateer te Springs op hede hierdie 18de dag van Oktober 1993.

Van der Westhuizen, Prokureurs vir Eksekusieskuldeiser, Agste Straat 23, Posbus 930, Springs. (Tel. 326-6624/5/6/7.)

Saak 17184/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Johan George du Preez**, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju, vir die Landdroshof se kantore in eksekusie verkoop op 3 Desember 1993 om 10:00, te Leaskstraat 23, Klerksdorp:

Gedeelte 3 van Erf 169, geleë in die dorp Elandsheuwel, Registrasieafdeling IP, Transvaal, groot 349 (drie honderd nege-en-veertig) vierkante meter, gehou kragtens Akte van Transport T33581/89, bestaande uit: Enkelverdiepinghuis, ingangsportaal, sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, motorhuis. *Buitegeboue:* Bediendekamer, buite toilet en stoorkamer.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju, te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van verkoping is:

1. Dat 'n deposito van 10% (tien per centum) van die koopprys is onmiddellik in kontant betaalbaar;
2. Die balans koopprys met rente daarop teen 21% (een-en-twintig per centum) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg;
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 29ste dag van Oktober 1993.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp, 2570. (Verw. mnr. Lindemann/mej. Stoltz.)

Saak 2510/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Gerhardus Jacobus Swart**, en **Anna Catharina Swart**, Verweerders

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju, vir die Landdroshof se kantore in eksekusie verkoop om 3 Desember 1993 om 10:00, te Leaskstraat 23, Klerksdorp:

Erf 105, geleë in die dorpsgebied Elandsheuwel, Registrasieafdeling IP, Transvaal, bekend as Grangestraat 20, groot 2 380 (tweeduisend driehonderd-en-tagtig) vierkante meter, gehou kragtens Akte van Transport 23448/92, bestaande uit ingangsportaal, sitkamer, eetkamer, vyf slaapkamers, twee badkamers met toilet, kombuis met opwas en spens. *Buitegeboue:* Nege motorafdakke, vier stoorkamers, twee bediendekamers met toilet.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju, te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van verkoping is:

1. Dat 'n deposito van die koopprys is onmiddellik in kontant betaalbaar;
2. Die balans koopprys met rente daarop teen 19,25% (negentien komma twee vyf per sentum) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg;
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 29ste dag van Oktober 1993.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp, 2570. (Verw. mnr. Lindemann/mej. Stoltz.)

Case 22954/93

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 **Quirk, John Michael Colin**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on 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, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, prior to the sale:

Certain Erf 435, situated in the Township of Lone Hill Extension 10, Registration Division IR, Transvaal, being 7 Tulbach Crescent, Lone Hill Extension 10, Sandton, measuring 1 200 (one thousand two hundred) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room, study, three bedrooms, two bathrooms, spa room, with outbuildings with similar construction comprising of double garage, servant's room, toilet, shower and swimming-pool.

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

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

Dated at Johannesburg this 29th 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/Q.7.)

Saak 18171/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **J. J. van der Westhuizen**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 2 Junie 1993, sal die onderstaande eiendom op 9 Desember 1993 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit restant van Gedeelte 4 van Erf 3364, geleë in die dorpsgebied Elandspoor, Registrasieafdeling JR, Transvaal, bekend as Castalettostraat 279, Elandspoor.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, toilet, badkamer, twee slaapkamers, afdak en bediendetoilet.

Verbandhouer(s): Saambou, Andriesstraat 227, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 29ste dag van Oktober 1993.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **T. Jacobs**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 1 April 1993 sal die onderstaande eiendom op 14 Desember 1993 om 11:00, te die kantoor van die Balju, Pretoria Noord-Oos, NG Sinodale Sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 2786, geleë in die dorpsgebied Eersterust-uitbreiding 4, Registrasieafdeling JR, Transvaal, bekend as Daisyweg 563, Eersterust-uitbreiding 4.

Beskrywing: Woonhuis bestaande uit sit-/eetkamer, kombuis, toilet, badkamer en twee slaapkamers.

Verbandhouer(s): Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria Noord-Oos, NG Sinodale Sentrum, Visagiestraat 228, Pretoria.

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

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

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

Case 10104/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gerhardus Johannes Maritz**, Defendat, and **Shona Winifred Maritz**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 24 September 1993, the property listed hereunder will be sold in execution on Friday, 10 December 1993 at 15:00, at the Office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Erf 1574, Geduld Extension Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, known as 25 Hofmeyer Street, Geduld Extension, Springs.

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

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

Main building: Bricks under tiles residence comprising three bedrooms, lounge, dining-room, kitchen and bathroom.

Outbuildings: Garage. Servant quarters and toilet.

The material conditions of sale are:

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

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

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

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

(e) 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 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 27th 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. HJF/Mrs Kok/sn.)

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

In the matter between **First National Bank**, Plaintiff, and **Louis A. and Sussara de Jongh**, Defendant

Kindly take notice that pursuant to a judgment of the Above Honourable Court granted on 14 September 1993, warrant of execution the following property will be sold in execution at 15:00, on 10 December 1993 at the offices of the Sheriff, Fourth Street, Springs, namely:

Erf and township: Erf 1254, Selection Park Township, held by Deed of Transfer T4729/1988, measuring 1 115 square metres, Registration IR, Transvaal.

Description of property: Brick building, iron roof, three bedrooms, lounge, dining-room, kitchen, bathroom, garage, servants' quarters and toilet.

Terms: Ten per centum (10%) of the purchase price and four per centum (4%) auctioneer's charges (minimum R10,00) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale. The purchaser shall be liable to pay interest at the rate of 16% (sixteen per centum) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely, First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Springs on this the 28th day of October 1993.

B. Cooper, for Ivan Davies Theunissen, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. Ashton/NK/DN1193.)

Saak 37675/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 20 Julie 1993, sal die onderstaande eiendom om 10:00, op 9 Desember 1993, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 2 van Erf 2694, geleë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, bekend as Bloedstraat 139, Pretoria.

Beskrywing: Besigheidsperseel bestaande uit 'n dubbelverdiepinggebou met kantore en toilette geskik vir paneelklopers.

Verbandhouer (s): Trustbank, Unitedgebou, Pretoriusstraat 243, Pretoria & Bankorp Bpk., Sentrale Tesourie, Sanlam Plaza, Schoemanstraat, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 29ste dag van Oktober 1993.

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

Saak 29703/93

IN DIE LANDDROSHOF PRETORIA VIR DIE DISTRIK PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **G. C. Harmen**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 29 Junie 1993, sal die onderstaande eiendom op 9 Desember 1993 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 286, geleë in die dorpsgebied Danville, Registrasieafdeling JR, Transvaal, bekend as Millslaan 214, Danville.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, toilet, badkamer, twee slaapkamers, motorhuis en afdak.

Verbandhouer(s): ABSA Bank, Unitedgebou, Pretoriusstraat 243, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 29ste dag van Oktober 1993.

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

Saak M61/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KWAMHLANGA GEHOU TE KWAMHLANGA

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Fanyana Sibanyoni**, Verweerder

Geliewe kennis te neem dat die onroerende eiendom bekend as Erf 291 BA, geleë in die dorp kwaMhlanga, distrik kwaMhlanga, groot 678 vierkante meter, deur die Balju, kwaMhlanga, verkoop sal word per openbare veiling op Dinsdag, 14 Desember 1993 om 14:00, te die Landdroskantoor, kwaMhlanga.

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

Geteken te Bronkhorstspuit hierdie 18de dag van Oktober 1993.

Geo Killian, Prokureur vir Eiser, Krugerstraat 55, Bronkhorstspuit, 1020. (Verw. mnr. Venter/Saambou 27.)

Saak M62/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KWAMHLANGA GEHOU TE KWAMHLANGA

In die saak tussen **Saambou Bank Beperk**, Eiser, en **K. G. en S. N. Mahlangu**, Verweerder

Geliewe kennis te neem dat die onroerende eiendom bekend as Erf 330A, geleë in die dorp kwaMhlanga, distrik kwaMhlanga, groot 1 008 vierkante meter, deur die Balju verkoop sal word per openbare veiling op Dinsdag, 14 Desember 1993 om 14:00, te die Landdroskantoor, kwaMhlanga.

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

Geteken te Bronkhorstspuit hierdie 15de dag van Oktober 1993.

Geo Killian, Prokureur vir Eiser, Krugerstraat 55, Posbus 402, Bronkhorstspuit, 1020. (Verw. mnr. Venter/Saambou 7.)

Case 13550/92
PH 273IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Standard Bank of South Africa Ltd**, Plaintiff, and **Two Three Four Highlands Road CC**, First Defendant, **Meaker, Frank**, Second Defendant, **Tolmay, George Frederick**, Third Defendant, and **Arfaras, Stelios**, Fourth Defendant

In execution of a judgment of the above Court in the above matter, a sale in execution will be held on 3 December 1993 at 10:00, of the undermentioned property in front of the Magistrate's Court, Westonaria, President Steyn Street, Westonaria, to the highest bidder:

Certain Holding 1, Koksrus Agricultural Holdings, Registration Division IQ, Transvaal, measuring 3.8686 hectares, held under Deed of Transfer T63801/1990.

The following information is furnished in regard to the improvements though in this respect nothing is guaranteed.

There is no dwelling but there are two garages, servants' quarters and pumproom.

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 (thirty) days from the date of sale.

Conditions: The full conditions of sale will be read out by the Sheriff, Westonaria, immediately before the sale and lie for inspection at the said Sheriff's offices.

Dated at Johannesburg on this 12th day of October 1993.

Edgar Salmon & Salmon, Plaintiff's Attorneys, 801 Kelhof, 112 Pritchard Street, Johannesburg. (Tel. 333-9501.) (Ref. H Salmon/as/STD-Bank-Exe.)

Case 13824/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fischbach Gregory Andrew**, 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:

Remaining Extent of Holding 55, Glen Austin Agricultural Holdings, Registration Division JR, Transvaal, in extent 8 566 square metres held by virtue of Deed of Transfer No. T106001/92, also known as 55 Pitzer Street, Glen Austin Agricultural Holdings.

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

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 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 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charge R100.

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

D. P. de Villiers, for Tonkin, Clacey, Anderson & Moore, Execution Creditor's Attorneys, Sanlam Arena, 10 Cradock Avenue, Rosebank. (Tel. 884-7644.)

Case 27260/92
PH 151

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

In the matter between Nedcor Bank Limited, Plaintiff, and Altorio, A. Defendant

Be pleased to take notice that in pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), dated 1 December 1992, the writ of execution dated 18 May 1993, in the amount of thirty four thousand nine hundred and twenty-six and five cents together with interest thereon at the rate of 27% (twenty per centum) per annum as from 1 March 1991, to date of final payment and costs in respect thereof, the property listed hereunder will be sold in execution on 9 December 1993 at 10:00, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, to the highest bidder:

All right, title and interest in the property in respect of Erf 326, Suideroord Township, Registration Division IR, Transvaal, being 92 Seder Street, Suideroord, in extent 1 042 (one thousand and two square metres). The property as a vacant stand.

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

The material conditions of sale are:

1. The sale will be held by public auction and will be sold voetstoots, with no warranties whatsoever.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff for the Supreme Court's office.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rated, taxes, licences, sanitary fees, interest etc.
4. The purchase price shall be paid as to 10% (ten per centum) thereof in cash or by bank guaranteed cheque, and the unpaid balance to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.
5. The property shall be sold subject to any existing tenancy.

The full and amplified conditions of sale which will be read immediately prior to the sale may be inspected at the office of the Sheriff for the Supreme Court, Johannesburg.

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

G. Olitzki, for Gerald Olitzki and Associates, Judgment Creditor's Attorneys, Fifth Floor, 132 Fox Street, Johannesburg. (Mr G. Olitzki/Miss Schulze/sem.)

Saak M63/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KAWAMHLANGA GEHOU TE KWAMHLANGA

In die saak tussen **Saambou Bank Beperk**, Eiser, en **S. L. Sibiya**, en **M.M. Sibiya**, Verweerders

Geliewe kennis te neem dat die onroerende eiendom bekend as Erf 162 BA, geleë in die dorp Kwamhlanga, distrik Kwamhlanga, groot 616 (seshonderd-en-sesien) vierkante meter, deur die Balju, Kwamhlanga verkoop sal word per openbare veiling op Dinsdag, 14 Desember 1993 om 14:00, te die Landdroskantoor, Kwamhlanga.

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

Geteken te Bronkhorstspuit hierdie 18de dag van Oktober 1993.

Geo Kilian, Prokureurs vir Eiser, Krugerstraat 55, Posbus 402, Bronkhorstspuit, 1020. (Verw. mnr. Venter/Saambou 17.)

Saak 7106/91

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

In die saak tussen **Nedperm Bank Beperk**, Eiser, en **N. M. Nkosi**, Verweerder

Ter uitwinning van 'n vonnis van die Hoogeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), is ondergemelde saak, soos deur Nedperm Bank Beperk, verkry sal 'n verkoping sonder 'n reserweprys gehou word te: Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 3 Desember 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 93, Blok G, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve. **Groot:** 350 (drie vyf nul) vierkante meter, gehou kragtens Akte van Transport T32682/1992, voorheen Sertifikaat van Reg van Huurpag). **Beskrywing:** Woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer. **Verwysing:** mnr. Coetzee/RL/811/92.

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

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

Geteken te Pretoria op hierdie 5de dag van November 1993.

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

Saak 6877/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 4 Maart 1993, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregteelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Restant van Gedeelte 1 van Erf 1553, geleë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, bekend as Frederickstraat 495, Pretoria.

Beskrywing: Woonhuis bestaande uit: Sitkamer, eetkamer, kombuis, toilet, badkamer, stort en drie slaapkamers.
Verbandhouders: Allied, Unitedgebou, Pretoriusstraat 230, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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 prokureurs en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 29ste dag van Oktober 1993.

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

**Case 25188/93
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 **Pretorius, Johannes Lodewickus**, 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 10 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 1050, situated in the Township of Brakpan-Noord Extension 3, Registration Division IR, Transvaal, being 18 Pythian Street, Brakpan-Noord Extension 3, Brakpan, measuring 820 (eight 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, three bedrooms, bathroom with outbuildings with similar construction comprising of double garage and toilet.

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

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

Dated at Johannesburg this 26th 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/P209.)

Case 10287/92

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

In the matter between **Germiston City Council**, Plaintiff, and **Haren Investments (Pty) Ltd**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and writ of execution dated 30 March 1993, the property listed herein will be sold in execution on Monday 6 December 1993 at 10:00, at the offices of the Sheriff's Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 190, Germiston Township, Registration Division IR, Transvaal, situated at 8 Milne Street, Germiston, measuring 495 square metres.

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

Improvements: Vacant stand.

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's 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's Magistrate's Court, Germiston.

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

Saak 9931/92

IN DIE LANDDROSKANTOOR VIR DIE DISTRIK MDUTJANA GEHOU TE MDUTJANA

In die saak tussen **Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Primrose Pumpla Mabena**, Verweerder

Eksekusieverkoping gehou te word te kantore van die Landdroskantoor, Mdutjana op 30 November 1993 om 11:00:

Van: 'n Sekere eiendom bekend as Gedeelte 229B, Siyabuswa, KwaNdebele, grootte 600 m² (seshonderd) vierkante meter.

Die eiendom is geleë en staan bekend as Gedeelte 229B, Siyabuswa, KwaNdebele.

Verbeterings bestaan uit: Drie slaapkamers, kombuis, badkamer/toilet en groot sitkamer.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunk-balju, Groblersdal.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Prokureurs vir Eiser, NBS-gebou, Sewende Verdieping, Pretoriusstraat 259, Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/er/SB281.)

Case 9931/92

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

In the matter between **Standard Bank of South Africa Ltd**, Plaintiff, and **Primrose Pumla Mabena**, Defendant

Sale in execution to be held at, the offices of the Magistrate's Office, Mjutjana, on 30 November 1993 at 11:00:

Certain: Portion 229B, Siyabuswa, KwaNdebele, measuring 600 m² (six hundred) square metres.

The property is situated and known as Portion 229B, Siyabuswa, KwaNdebele.

Improvements comprise: Three bedrooms, kitchen, bathroom/toilet and big lounge.

A substantial building society bond can be arranged for an approved purchaser.

Terms: 10% (ten per cent) in cash on day of the sale and the balance against transfer to be secured by an approved guarantee to furnish within 21 (twenty-one) days after the date of sale.

Conditions of sale can be inspected at the offices of the Deputy Sheriff, Nigel.

S. W. Hugo, for Solomon Nicolson Rein & Verster Inc., Attorneys for Plaintiff, Seventh Floor, NBS Building, 259 Pretorius Street, P.O. Box 645, Pretoria, 0001. (Ref. Mr Hugo/pd/SB281.)

KENNISGEWING VAN GEREGTELIKE VERKOPING

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur **Nedcor Bank Beperk** verkry sal 'n verkoping sonder 'n reserwe prys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 3 Desember 1993 om 11:00, van die ondervermelde eiendomme van die Verweerders 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.

Saak 18706/93.

Vonnisskuldenaar: **Samuel Lebepe.**

Eiendom: Erf 2344, Soshanguve-GG, Registrasieafdeling JR, Transvaal,

Groot: 375 (drie sewe vyf) vierkante meter.

Gehou: Kragtens Akte van Transport T22690/1993.

Beskrywing: Woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en eet- en sitkamer.

Verw: Mnr. Coetzee/RL/556/93.

Saak 16531/93

Vonnisskuldenaar: **Tobias Aucamp.**

Eiendom: Erf 307, Montanapark-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, Transvaal beter bekend as Daterstraat 1001, Montanapark-uitbreiding 1.

Groot: 800 (agt nul nul) vierkante meter.

Gehou: Kragtens Akte van Transport T14276/93.

Beskrywing: Die eiendom bestaan uit 'n leë erf.

Verw: Mnr. Coetzee/RL/526/93.

Saak 18707/93

Vonnisskuldenaar: Willem Andries Willemse.

Eiendom: Erf 1583, The Orchards-uitbreiding 11-dorpsgebied, Registrasieafdeling JR, Transvaal, beter bekend as Teichmanstraat 19, The Orchards-uitbreiding 11.

Groot: 1 176 (een een sewe ses) vierkante meter.

Gehou: Kragtens Akte van Transport T12609/93.

Beskrywing: Woonhuis bestaande uit twee slaapkamers sonder ingeboude kaste, badkamer, kombuis, sitkamer, eetkamer en motorafdak. Die eiendom is omhein.

Verw: Mnr. Coetzee/RL/554/93.

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 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 8ste dag van November 1993.

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

Case 20849/93**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between **Syfre's Mortgage Nominees Ltd**, Plaintiff, and **F E Properties (Pty) Limited**, First Defendant, **T C Properties (Pty) Limited**, Second Defendant, **Yeltrah Properties (Pty) Limited**, Third Defendant, **Metlec Sales (Pty) Limited**, Fourth Defendant, **W Bermeister (Pty) Limited**, Fifth Defendant, and **Bermeister, Roy Selwyn**, Sixth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 December 1993 at 10:00, of the undermentioned properties 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.

1. Erf 29, Salisbury Claims Extension 1 Township, Registration Division IR, Transvaal, measuring 1 016 (one thousand and sixteen) square metres.

2. Erf 30, Salisbury Claims Extension 1 Township, Registration Division IR, Transvaal, measuring 731 (seven hundred and thirty-one) square metres.

3. Erf 31, Salisbury Claims Extension 1 Township, Registration Division IR, Transvaal, measuring 714 (seven hundred and fourteen) square metres.

4. Erf 32, Salisbury Claims Extension 1 Township, Registration Division IR, Transvaal, measuring 1 363 (one thousand three hundred and sixty-three) square metres.

Situation: Corner of Kruis and Salisbury Streets, Johannesburg.

Improvements (not guaranteed): Several single storey structures built of brick comprising shops, showroom, workshops, stores and ablution facilities. The floor area which can be leased measures approximately 2 743 (two thousand seven hundred and forty-three) square metres.

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

Auctioneers charges are payable on the day of the sale and calculated at 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) with a maximum fee of R6 000 (six thousand rand), and a minimum of R100 (one hundred rand).

Dated at Johannesburg this 16th day of October 1993.

B. A. Wimpey, for D. M. Kisch Inc., Plaintiff's Attorneys, Syfre's Park, 23 Girton Road, Parktown, Johannesburg. (Tel. 434-4122.)

Case 15142/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Breedt: Christiaan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 10 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 Erf 1653, Roodekrans Extension 12 Township, Registration Division IQ, Transvaal.

Area: 954 (nine hundred and fifty-four) square metres.

Situation: 350 Bushwillow Street, Roodekrans Extension 12.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, double garage, servants' quarters with precast and brick walls around the property.

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

Dated at Johannesburg on 28 October 1993.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331/8535. (Ref. ForeclosuresN41: N P65.)

Saak 3261/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **Andries Johannes Buys**, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof, toegestaan op 8 Oktober 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, 8 Desember 1993 om 12:00, aan die hoogste bieder, naamlik:

Erf 426, Leslie-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T74831/89, beter bekend as Da Gamastraat 24, Leslie.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda hierdie 3de dag van November 1993.

E. J. Louw, vir Els Prokureurs, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 347788/347739.) (Verw. mev. Louw/eh.)

Case 1503/92

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 **Joshua Maphunga Nxumalo**, First Defendant, and **Fransina Refilwe Nxumalo**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 11 March 1992, the property listed hereunder will be sold in execution on Friday, 10 December 1993 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan:

Erf 18977, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 285 (two hundred and eighty-five) square metres, known as 18977 Khotavushika Street, 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: Single-storey dwelling, semi-face brick walls, tiled roof, lounge, kitchen, two bedrooms, bathroom, toilet and diamond mesh fencing.

The material conditions of sale:

- The sale will be held by public auction and without reserve and will be voetstoots.
- Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, 439 Prince George Avenue, Brakpan.
- The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax.

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 17,25% (seventeen comma two five per centum) per annum on the Preferent Creditors' claim as contemplated in rule 43 (7) (a) of the Rules of Court, from the date of sale to date of payment, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 4th day of November 1993.

N. S. Jury, for Neil Stuart Jury, Ground Floor, Mutual & Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N53.)

Case 13170/92

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

In the matter between **Properties & Townships (South Africa) CC**, Plaintiff, and **Lazaros Augusti**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 24 August 1993, and a warrant of execution, the undermentioned property will be sold on 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 168, Cinderella, Boksburg, known as 14 Cook Avenue, Cinderella, Boksburg, measuring 991 square metres, held under Deed of Transfer T33402/1990.

Improvements: Single-storey dwelling with iron roof consisting of three bedrooms, bathroom, lounge, dining-room, kitchen, garage, coal room, outside room and carport (to the best of our knowledge and information).

Terms and conditions:

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

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

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

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

Dated at Boksburg on this the 1st day of November 1993.

J. Matthee, for Malherbe, Rigg & Ranwell, Attorneys for Plaintiff, United Building, Second Floor, Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. Coll/AM/DC2/lo.)

**Case 6602/93
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Plaatjies: Clive Eric**, 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, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 9 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 34 of Erf 6658, Ennerdale Extension 2 Township, Registration Division IQ, Transvaal, area 450 (four hundred and fifty) square metres, situation Portion 34 of Erf 6658, Hedera Avenue, Ennerdale Extension 2.

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

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

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

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC57.)

Case 4138/93

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

In the matter between **ABSA Bank Limited** (Allied Bank), Plaintiff, and **Levy Judah Shabangu**, First Defendant, and **Betty Shabangu**, Second Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank dated 16 August 1993, and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 10 December 1993 at 10:00, at the Magistrate's Court, Witbank, to the highest bidder:

Erf 183, Clewer, Registration Division JS, Transvaal, dwelling with outbuildings, also known as 183 Park Street, Clewer.

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, Witbank, or can be read or obtained at the office of the attorney for the Plaintiff named hereunder.

Dated at Witbank on this the 1st day of November 1993.

John Bailie, First Floor, Allied Building, President Avenue, P.O. Box 913, Witbank, 1035.

Saak 5315/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Mkonyone Daniel Mahloko**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 16 September 1993, sal die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 3 Desember 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 2752, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 290 (tweehonderd-en-negentig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Geteken te Vanderbijlpark hierdie 3de dag van November 1993.

P.a. De Beer & Claassen, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A780/J. M. Pieterse/mev. Harmse.)

Saak 7998/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Jan Hendrik George du Randt**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 3 Desember 1993 om 10:00:

Erf 2259, Three Rivers-uitbreiding 2, Registrasieafdeling IQ, Transvaal, groot 996 vierkante meter, gehou kragtens Akte van Transport T66399/92, bekend as Pinestraat 43, Three Rivers-uitbreiding 2.

Verbeterings: Enkelverdiepingwoonhuis bestaan uit drie slaapkamers, TV-kamer, twee badkamers, bediendekamer en buite badkamer.

Terme: Een tiende ($\frac{1}{10}$) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 17,50% (sewentien komma vyf nul persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrekkend word aan die Balju, Landdroshof, Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Vereeniging.

Geteken te Vereeniging op hierdie 29ste dag van Oktober 1993.

E. Rossouw, vir Rossouw & Prinsloo, N.B.S.-gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. ER/mev. C. Venter.)

Saak 12735/91

IN DIE LANDDROSHOF VIR DIE DISTRIK OOS-LONDEN GEHOU TE OOS-LONDEN

In die saak tussen **Trustbank**, Eiser, en **C. M. Peyper**, Verweerder

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 25 Junie 1992, sal die onderstaande eiendom verkoop word op 9 Desember 1993 om 10:00, by die kantore van die Balju, Meyerton, te Lochstraat 51.

Die volgende onroerende eiendom sal te koop aangebied word:

Gedeelte: Gedeelte 21 van die plaas Green Valley 154, Registrasieafdeling Transvaal, grootte 8,5654 hektaar.

(Hierdie inligting word verskaf maar nie gewaarborg nie).

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprijs in kontant op die dag van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer op die dag van die verkoping.

(b) Die balans, tesame met rente daarop betaalbaar, bereken teen 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot en met datum van registrasie van transport van eiendom in die naam van die koper, betaalbaar is in kontant binne 14 dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne veertien (14) dae na die dag van verkoping en welke waarborg, vry van kommissie aan die Geregsbode te Meyerton, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

5. Die eiendom sal verkoop word onderhewig aan enige huidige huurtermyn.

Geteken te Meyerton op hede die 17de dag van September 1993.

The Bax Partnership, p.a. Gerrie Odendaal, Muller & Kie., Prokureur vir Eiser, Lochstraat 17A, Posbus 566, Meyerton, 1960. [Tel. (016) 62-0116.] (Verw. C. Lotter/rf.)

Saak 7601/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Bepers**, Eiser, en **Phillippus Stephanus Jacobus du Rand**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 3 Desember 1993 om 10:00:

Erf 686, Duncanville-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 1 011 vierkante meter, gehou kragtens Akte van Transport T82506/90, bekend as Leipoldstraat 26, Duncanville.

Verbeterings: Enkelverdiepingwoonhuis bestaan uit drie slaapkamers, enkelgeriewe, sinkdak en enkelmotorhuis.

Terme: Een tiende ($\frac{1}{10}$) van die koopprijs sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 19% (negentien persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Vereeniging.

Geteken te Vereeniging op hierdie 29ste dag van Oktober 1993.

E. Rossouw, vir Rossouw & Prinsloo, N.B.S.-gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. ER/ mev. C. Venter.)

Saak 7600/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Bepers**, Eiser, en **W. J. van Straaten**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 3 Desember 1993 om 10:00:

Erf 55, Homer-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 054 vierkante meter, gehou kragtens Akte van Transport T70087/91, beter bekend as Anton Stegmannstraat 59, Homer.

Verbeterings: Enkelverdiepingwoonhuis bestaan uit twee slaapkamers, enkelgeriewe, geen motorhuis en beton omheining.

Terme: Een tiende ($\frac{1}{10}$) van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 17,50% (sewentien komma vyf nul persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrekk word aan die Balju, Landdroshof, Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die Kantoor van die Balju, Landdroshof, Vereeniging.

Getekten te Vereeniging op hierdie 29ste dag van Oktober 1993.

E. Rossouw, vir Rossouw & Prinsloo, N.B.S.-gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. ER/mev. C. Venter.)

Saak 3817/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Beperk**, Eiser, en **M. J. S. Rocha**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling word by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 3 Desember 1993 om 10:00:

Erf 253, Waldrift-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 091 vierkante meter, gehou kragtens Akte van Transport T48096/88, bekend as Chertlaan 3, Waldrift.

Verbeterings: Enkelverdiepingwoonhuis bestaan uit drie slaapkamers en enkelgeriewe.

Terme: Een tiende ($\frac{1}{10}$) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 22% (twee-en-twintig persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrekk word aan die Balju, Landdroshof, Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Vereeniging.

Geteken te Vereeniging op hierdie 29ste dag van Oktober 1993.

E. Rossouw, vir Rossouw & Prinsloo, N.B.S.-gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. ER/mev. C. Venter.)

Saak 6958/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **NBS Bank Beperk**, Eiser, en **Denise Meiswinkel**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 3 Desember 1993 om 10:00:

Erf 242, Three Rivers-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 5 519 vierkante meter, gehou kragtens Akte van Transport T2125/89, bekend as Wyerylaan 1, Three Rivers.

Verbeterings: Enkelverdiepingwoonhuis bestaan uit vier slaapkamers, TV-kamer, teëldak, dubbelmotorhuis en beton omheining.

Terme: Een tiende ($\frac{1}{10}$) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 18% (agtien persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrekk word aan die Balju, Landdroshof, Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Vereeniging.

Geteken te Vereeniging op hierdie 29ste dag van Oktober 1993.

E. Rossouw, vir Rossouw & Prinsloo, N.B.S.-gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. ER/mev. C. Venter.)

**Case 7883/93
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 **Modise, Nomsa Seipone Portia**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 9 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Section 3, as shown and more fully described on Sectional Plan SS22/1985, in the scheme known as Monterey, in respect of the land and building or buildings situated at Johannesburg Township, Local Authority of Johannesburg, of which the floor area, according to the said sectional plan, is 76 (seventy-six) 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; being Flat 3 Monterey, Lily Avenue, Berea, Johannesburg.

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 76 (seventy-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with concrete roof comprising kitchen, lounge/dining-room, bedroom, one and a half bathroom. The common property comprising of 10 servants' rooms, three servants' toilets, store-room and 52 parking bays.

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 1st day of November 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/M584.)

Case 41916/91

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

In the matter between **Habitech (Pretoria) (Pty) Ltd**, Plaintiff, and **Reuben Malepa**, Defendant

A sale will be held on Friday, 3 December 1993 at 11:15, at Sheriff's Offices, 182 Leeuwpoot Street, Boksburg, of:

Erf 3208, Vosloorus, Registration Division IR, Transvaal, measuring 306 square metres, situated at 3208 Ndungwane Street, Vosloorus, District of Boksburg.

Particulars are not guaranteed: Lounge, two bedrooms, kitchen, bathroom with toilet, tile roof, no outbuildings and premises are walled on one side.

Inspect conditions of sale at the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg.

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

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/G1400.)

Case 12063/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Johannes Maponyane Kgope**, First Defendant, and **Martha Nomsa Motaung**, Second Defendant

On 3 December 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 6788, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 6788 Vosloorus Extension 9, 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 4th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H188.)

Case 5640/93

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Nomathamsanqa Prescilla Silosini** (assisted herein by her husband as far as needs be), Defendant

Be pleased to take notice that the Sheriff of the Magistrate's Court (hereafter referred to as the Auctioneer) will on 8 December 1993 at 10:00, at the offices of the Sheriff, Alberton, Johriahof, 4 Du Plessis Road, Florentia, Alberton, pursuant to the judgment and a warrant of execution, sell all right, title and interest in the leasehold in respect of the property known as:

Certain: Erf 294, Thintwa Township, Registration Division IR, Transvaal, situated at Site 294, Thintwa Township, Tikoza, Alberton, measuring 236 (two hundred and thirty-six) square metres, held under Deed of Transfer TL37491/1992.

Improvements: The property consists of lounge, dining-room, two bedrooms, bathroom and a washroom. Not warranted or guaranteed.

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 who was 19,5% (nineteen comma five 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 together with Sheriff's commission and immediately after the sale and the balance of the price and interest shall, within 30 (thirty) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton on this the 2nd day of November 1993.

L. C. Mansfield, for Badenhorst-Malan, Second Floor, Stats Building, Fore Street, Alberton, 1450; P.O. Box 136130, Alberton North, 1456. (Tel. 907-2121/2.) Fax. 907-2175.) (Ref. LCM/sj/S295/93.)

Case 24379/93
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 **Quirk, Jon Michael**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on 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, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, prior to the sale:

Certain Section 47, as shown and more fully described on Sectional Plan SS168/91, in the scheme known as Lonemeadow, in respect of the land and building or buildings situated at Erf 835, Lonehill Extension 13 Township, Sandton Local Authority, of which section the floor area, according to the said sectional plan is 92 (ninety-two) 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. Being Flat 47, Lonemeadow, 835 Bryntirrol Avenue, Lonehill Extension 13, Sandton, measuring 92 (ninety-two) square metres.

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

A simplex flat comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of carport. The common property comprising servant's room, 50 carports, swimming-pool and braai area.

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

Dated at Johannesburg on this the 2nd day of November 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/Q8.)

Case 21354/93

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

In the matter between **ABSA Bank Ltd**, United Bank Division, Plaintiff, and **Joseph: Anthony Michael**, First Defendant, and **Joseph: Rosemarie Andre Martins**: 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, Brakpan, at 439 Prince George Avenue, Brakpan, on 10 December 1993 at 11:00, 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, Brakpan, prior to the sale:

Certain Portion 2 of Erf 1172, Leachville Extension 1 Township, Registration Division IR, Transvaal, being 54 Rangeview Road, Leachville Extension 1, Brakpan, measuring 647 (six hundred and forty-seven) 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 lounge, dining-room, two bedrooms, bathroom, w.c, kitchen, garage and w.c.

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 29th 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/AU0282 (AU282)].

Case 25456/93
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 **Mzangwa, Benjamin Jonas**, 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 attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 9 December 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of attorneys De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale.

Certain Holding 90, situated in the Township of Rood's Gardens, Agricultural Holdings, Registration Division IQ, Transvaal, being 7 Jack Ooster Avenue, Rood's Gardens Agricultural Holdings, Extension 1, Vereeniging, measuring 1,9082 (one comma nine nought eight two) hectares.

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

A detached single-storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room, three bedrooms, bathroom with outbuildings with similar construction comprising of servant's room 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, 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 2nd day of November 1993.

Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glaxo Centre, corner of Harrison and Anderson Street, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M713.)

Saak 5843/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **J. J. Langeveld**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 24 Maart 1993, sal die onderstaande eiendom op 9 Desember 1993 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivetthuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 1326, geleë in die dorpsgebied Danville-uitbreiding 1, Registrasieafdeling JR, Transvaal, bekend as Du Randstraat 210, Danville-uitbreiding 1.

Beskrywing: Woonhuis bestaande uit: Sitkamer, eetkamer, kombuis, TV-kamer, twee toilette, twee badkamers, drie slaapkamers, strykkamer, drie motorhuise, bediendekamer en toilet.

Verbandhouders: SA Pos, Proesstraat, 152, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivetthuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

'n Kontant deposito van 10% (tien 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 teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 29ste dag van Oktober 1993.

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

Case 9056/93

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 (Reg No. 87/01384/06), Plaintiff, and **Antoine A. J. M. V. Vieillevoye**, First Defendant, and **Brigitta Marie Vieillevoye**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 5 October 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 13 December 1993 at 10:00 at the Sheriff's Office, 72 Joubert Street, Germiston, to the highest bidder:

Certain Portion 14 (a portion of Portion 1) of the Erf 118, Edendale Township, Registration Division IR, Transvaal, situated on 68, Twelfth Avenue, Edendale, in the Township of Edendale, District of Germiston, measuring 991 (nine hundred and ninety one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof, comprising lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two w.c.'s, family room, bar, office, sauna, two garages, two servants' quarters, store, w.c., swimming-pool, courtyard, brick drive and paving, electric gate and screen walls.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Germiston.

Dated at Germiston on this the 2nd day of November 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7532/Mrs Pierce.) C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Saak 30958/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **R. Cox**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 23 Junie 1993, sal die onderstaande eiendom op 9 Desember 1993 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 1798, geleë in die dorpsgebied Danville-uitbreiding 2, Registrasieafdeling JR, Transvaal, bekend as Dirksenstraat 149, Danville-uitbreiding 2.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, toilet, badkamer, drie slaapkamers en bediendetoilet.

Verbandhouer(s): Graywill Land & Finance Corp, Pencardia 2, Pretoriusstraat 509, Arcadia.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 3de dag van November 1993.

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

Saak 84397/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie gedateer 3 Februarie 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 bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 415, geleë in die dorpsgebied Erasmia, Registrasieafdeling JR, Transvaal, bekend as Andries du Plessisstraat 385, Erasmia.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, toilet, badkamer, drie slaapkamers, twee afdakke en woonstel met slaapkamer, kombuis en badkamer.

Verbandhouer(s): Nedperm, Esselenstraat, Sunnyside.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Suid, Masscorhuis, Margarethastraat 30, Riverdale, Pretoria.

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

Gedateer te Pretoria op hede die 3de dag van November 1993.

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

Case 14019/93
PH 104IN DIE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Morningside Manor Five Four (Proprietary) Limited**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on 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, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, prior to the sale:

Certain Erf 54, situated in the Township of Morningside Manor, Registration Division IR, Transvaal, being 22 Clarise Avenue, Morningside Manor, Sandton, measuring 2090 (two thousand and ninety) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, study, four bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage, two servant's rooms and bathroom and swimming-pool.

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

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

Dated at Johannesburg this 2nd day of November 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/M640.)

Case 24680/93
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Naidoo, Mohambray**, 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, 9 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: Unit comprising section 16 and its undivided share in the common property in the Gainsborough Mansions Sectional Title Scheme, area: 80 (eighty) square metres, situation: 17 Gainsborough Mansions, corner of Catherine and Prospect Streets, Berea, 2198.

Improvements (not guaranteed): A flat consisting of a bedroom, bathroom, kitchen and lounge.

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

Dated at Johannesburg on this 3rd day of November 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N140: NC120.)

Case 5832/93
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Weller, Marilyn Deborah**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 8 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: Remaining Extent of Erf 397, Morningside Extension 70 Township, Registration Division IR, Transvaal, area 1 953 (one thousand nine hundred and fifty-three) square metres, situation: 32A Middle Road, Morningside Extension 70, Sandton.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, study, double garage, store-room, swimming-pool, servants' quarters, servant's toilet with precast and brick walls around property.

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

Dated at Johannesburg on this the 3rd day of November 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N1: NS1.)

Case 6747/93
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Erf 14/838 Lonehill X13 CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 8 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 3 of Erf 838, Lonehill Extension 13 Township, Registration Division IR, Transvaal, area 546 (five hundred and forty-six) square metres. *Situation*: Portion 3 of Erf 838, Sceales Road, Lonehill Extension 13.

Improvements (not guaranteed): A vacant erf.

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

Dated at Johannesburg on this the 3rd day of November 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N1: NS189.)

Saak 262/92

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Carletonville Stadsraad**, Eiser, en **M. D. Agathocleous**, Verweerder

Ingevolge uitspraak van die Landdros, Oberholzer, en 'n lasbrief vir eksekusie teen goed gedateer 2 Augustus 1993, sal die ondervermelde eiendom op Vrydag, 21 Januarie 1994 om 10:00, voor die Landdroskantoor, Stasiestraat 47, Oberholzer, verkoop word, naamlik:

Erf 353, geleë in die Welverdiend-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 025 (eenduisend vyf-en-twintig) vierkante meter, bekend as Sesde Straat 117, Welverdiend, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder 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 per centum) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 18,5% (agtien komma vyf per centum) 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 2de dag van November 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/9660/51374.)

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **The Mall Liquor Centre (Pty) Ltd**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 10 Desember 1993 om 10:00:

Erf 1856, Discovery-uitbreiding 9-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Steynsbergrylaan 22, Discovery-uitbreiding 9, distrik Roodepoort, bestaande uit 'n leë erf.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalinge van die Groepsgebiedewet, dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl-Phillips & Osmond, Prokureur vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 8726/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Brotech CC**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 10 Desember 1993 om 10:00:

Erf 403, Constantia Kloof-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Davidstraat 61, Constantia Kloof-uitbreiding 3, distrik Roodepoort, bestaande uit 'n leë erf.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalinge van die Groepsgebiedewet, dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl-Phillips & Osmond, Prokureur vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 4840/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Pieter Botha**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 2 Augustus 1993 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Klerksdorp, op 3 Desember 1993 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Leaskstraat 23, Klerksdorp, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Mullerstraat 25, Freemanville, en word omskryf as Erf 264, Freemanville-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T6917/92.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n ruim gemiddelde tipe woning van steen onder 'n sinkdak, vier slaapkamers, badkamer, ingangsportaal, eetkamer, sitkamer, aparte toilet, volvloermatte, bediendekamer met toilet en twee garages.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagesien kan word by die kantore van die Balju, Klerksdorp.

Geteken te Pretoria hierdie 8ste dag van November 1993.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. Kruse/rm/T.796.)

Saak 1959/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Willem Andries Petrus Britz**, Verweerder

Ingevolge 'n vonnis van hierdie Agbare Hof en 'n lasbrief vir eksekusie daarop uitgereik word die ondervermelde eiendom in eksekusie verkoop op Vrydag, 10 Desember 1993 om 10:00, voor die Landdroshofgebou, Witbank, aan die hoogste bieder:

Erf 1045, geleë in die dorpsgebied van Tasbet Park-uitbreiding 2, Registrasieafdeling JS, Transvaal, groot 1 069 (een nul ses nege) vierkante meter, gehou kragtens Akte van Transport T94724/92 (geleë te Dulcimerstraat 93, Tasbet Park-uitbreiding 2, Witbank.)

Die volgende inligting word verskaf maar niks word gewaarborg: Woonhuis met buitegeboue. Die verkoopvoorwaardes wat gelees sal word onmiddellik voor die verkoping lê ter insae te die kantoor van die Balju, Witbank.

J. van Rensburg, vir J. Janse van Rensburg, Harveyntortje Ing., Smutsparkgebou, hoek van Smuts- en Northeylaan, Witbank, 1035.

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, 9 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 purchased 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's office and will be read out prior to the sale.

Case No.: 16073/93.

Judgment Debtors: Dean Chamberlain and Anne-Marie Chamberlain.

Property: A unit consisting of section 2 as shown and more fully described on Sectional Plan SS150/93, in the scheme known as C P H Court in respect of the land or building/buildings situated at 2 C P H Court, Green Avenue, Extension 5, Kempton Park, Parking P2, being as such part of the common property in the scheme known as C P H Court in respect of the land and building/buildings situated at Erf 1367, Kempton Park Extension 5 Township.

Improvements: Flat consisting of two bedrooms, kitchen, lounge, bathroom and dining-room. Outbuildings consisting of carport.

File Ref: LN3631.

Case No.: 8706/93.

Judgment Debtors: Frans Mphoko Manaka and Mogaetje Elisa Manaka.

Property: Right of leasehold in respect of Erf 830, Maokeng Extension 1 Township, Registration Division IR, Transvaal, situated at 830 Makulong Section, Extension 1, Tembisa.

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

File Ref: LN3462.

Case No.: 7158/89.

Judgment Debtors: Sello Stanley Molai and Sarah Molai.

Property: Right of leasehold in respect of Erf 378 Temong Township, Registration Division IR, Transvaal, situated at 378 Temong Section, Tembisa.

Improvements: Dwelling-house, consisting of lounge, toilet, kitchen, bathroom, three bedrooms and dining-room. Outbuildings consisting of single garage.

File Ref: L253/89.

Case No.: 10266/91.

Judgment Debtors: Samson Segwapa and Nontsikelelo Sylvia Ralarala.

Property: Right of leasehold in respect of Erf 1301, Tembisa Extension 4 Township, Registration Division JR, Transvaal, situated at 1301 Tembisa Extension 4, Tembisa.

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

File Ref: 387/91.

Case No.: 4558/93.

Judgment Debtors: Joseph Thabo Kadiaka.

Property: Right of leasehold in respect of Erf 18, Leboeng Township, Registration Division IR, Transvaal, situated at 18 Leboeng Section, Tembisa.

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

File Ref: LN3346.

Case No.: 8231/90.

Judgment Debtors: Ndwmato Alfred Ganyane and Azwifheli Maria Ganyane.

Property: Right of leasehold in respect of Erf 350, Jiyana Township, Registration Division IR, Transvaal, situated at 350 Jiyana Section, Tembisa.

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

File Ref: L219/90.

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

Saak 2894/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Saambou Bank Limited**, Eiser, en **T. D. Mbatani**, Verweerder

Ingevolge 'n vonnis in die Oberholzer Landdroshof en 'n lasbrief vir eksekusie gedateer te Carletonville, op 10 September 1993, sal die ondervermelde eiendom op 3 Desember 1993 om 11:00, voor die Landdroskantoor, Fochville, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Vyfde Straat 71, Fochville.

Erf 3062, Wedela Extension 1, Registrasieafdeling IQ, Transvaal, groot 253 m².

Gedateer te Carletonville op hierdie 1ste dag van November 1993.

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

Saak M88/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KWAMHLANGA GEHOU TE KWAMHLANGA

In die saak tussen **Saambou Bank Bepark**, Eiser, en **J. Masilela**, Verweerder

Geliewe kennis te neem dat die onroerende eiendom bekend as Erf 236BA, geleë in die dorp kwaMhlanga, distrik kwaMhlanga, groot 616 vierkante meter, deur die Balju te kwaMhlanga verkoop sal word per openbare veiling op Dinsdag, 14 Desember 1993 om 14:00, te die Landdroskantoor, kwaMhlanga.

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

Geteken te Bronkhorstspuit hierdie 2de dag van November 1993.

Geo Kilian, Prokureur vir Eiser, Krugerstraat 55, Posbus 402, Bronkhorstspuit, 1020. (Verw. mnr. Venter/Saambou 10.)

Saak 10041/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Helphesus Ritzema van Belkum**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 10 Desember 1993 om 10:00:

Erf 941, Wilro Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Korundumlaan 5, Wilro Park-uitbreiding 1, distrik Roodepoort, bestaande uit 'n leë erf.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalinge van die Groepsgebiedewet, dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl-Phillips & Osmond, Prokureur vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 10042/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Helphesus Ritzema van Belkum**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkoopslokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 10 Desember 1993 om 10:00:

Erf 87, Kloofendal-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Chrisstraat 2, Kloofendal-uitbreiding 3, distrik Roodepoort, bestaande uit 'n leë erf.

Die volledige verkoopvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalinge van die Groepsgebiedewet, dat 10% (tien persent) van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl-Phillips & Osmond, Prokureur vir Eiser, Sanlamgebou, Derde Verdieping, hoek van Van Wyk- en Joubertstraat, Roodepoort. (Tel. 763-2121/763-6111.)

Saak 18443/91

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Magarietha Aletta Uys**, Applikant, en **Pieter de Waal Uys**, Respondent

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 15 Oktober 1991 en 'n lasbrief tot uitwinning, word die volgende eiendom in eksekusie verkoop op Vrydag, 3 Desember 1993 om 11:00, voor die Landdroskantoor, Cullinan, aan die hoogste bieder:

Erf: Gedeelte 31, van die plaas Hartebeestfontein 484, Registrasieafdeling JR, Transvaal, distrik Cullinan, groot 21,4142 (twee een komma vier een vier twee) hektaar, gehou kragtens Akte van Transport T25035/1979.

Die eiendom is onverbeterd.

1. *Terme*: Die koopprys sal betaalbaar wees soos volg:

1.1 'n Deposito van 10% (tien persent) van die koopprys sal betaalbaar wees by daarvan by verkoping; en

1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg.

2. *Voorwaardes*: Die volle voorwaardes van verkoping wat deur die Balju van Cullinan onmiddelik voor die verkoping uitglees sal word, lê ter insae by die kantoor van die Balju te Cullinan, Cornelisstraat 41, Bronkhorstspuit, 1020.

Geteken te Pretoria hierdie 5de dag van November 1993.

A. R. Snyman, vir Snyman De Jager & Breytenbach, Bureauforumgebou, Sesde Verdieping, Bureauaan, Pretoria. (Tel. 326-1250.) (Verw. mnr. Snyman/mb/137/91.)

Case 2964/93
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 **Siweya, Siyasonke Jameson**, 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 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, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain Erf 263, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 90 Antelope Avenue, 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 single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of carport and toilet.

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

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

Dated at Johannesburg on this the 5th day of November 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.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Vijayan Padayachy**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution the property listed hereunder which was attached on 5 October 1993, will be sold in execution on Friday, 10 December 1993 at 10:00, in front of the Magistrate's Court, Westonaria, President Steyn Street, Westonaria, to the highest bidder:

Erf 3294, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, in extent 585 square metres, situated at 3294 Lenasia South Extension 7, Westonaria.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached.

Walls: Brick, plaster and painted.

Roof: Tiles.

Floor: Carpets and ceramic tiles.

Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom, two toilets and shower.

Outbuildings: None.

Boundary: Fenced and gates.

Improvements: None.

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

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

De Villiers & Co., for Truter, Crous Wiggill & Vos, United Building, 88 Briggs Street, Westonaria.

Saak 22560/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **O. Jooma**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 28 Junie 1993, sal die onderstaande eiendom op 2 Desember 1993 om 10:00, te die kantoor van die Balju, Pretoria-Noord-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 2549, geleë in die dorpsgebied Laudium-uitbreiding 3, Registrasieafdeling JR, Transvaal, bekend as Lucknowlaan 5, Laudium-uitbreiding 3.

Beskrywing: Drie woonhuise elke bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en twee toilette.

Verbandhouer(s): Standard Bank, Momentumsentrum, Vyfde Verdieping, Westoring, Pretoria.

Term: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Noord-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Gedateer te Pretoria op hede die 3de dag van November 1993.

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

Saak 1645/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Nicolaas Franscois Alberts**, Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein, op 28 Junie 1993 en 'n lasbrief vir eksekusie gedateer 29 Junie 1993, sal die volgende eiendom op 3 Desember 1993 om 14:15, te die Landdroshof, Pollockstraatingang, Randfontein, aan die hoogste bieder verkoop word:

Erf 1183, Greenhills-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 413 (eenduisend vierhonderd-en-dertien) vierkante meter, gehou kragtens Akte van Transport T35845/1992, ook bekend as Rietbokstraat 20, Greenhills, Randfontein, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie: Woonhuis met gewone buitegeboue.

Verkoopvoorwaardes:

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

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

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

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

Gedateer te Randfontein op hierdie 3de dag van November 1993.

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

Saak 3730/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **ABSA Bank Beperk**, handeldrywende as Bankorp Bpk., Eiser, en **Mechiel Adriaan van der Berg**, Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein, op 22 April 1993, en 'n lasbrief vir eksekusie gedateer 22 April 1993, sal die volgende eiendom op 3 Desember 1993 om 10:00, te Plot 212, Hillside-landbouhoewes, Randfontein, aan die hoogste bieder verkoop word:

Hoewe 212, Hillside-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 1,7131 (een komma sewe een drie een) hektaar, gehou kragtens Akte van Transport T11857/1983, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie: Woonhuis met gewone buitegeboue.

Verkoopvoorwaardes:

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

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

3. Die eiendom word voetstoots verkoop en nóg die Balju nóg die Vonniskskuldeiser 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 3de dag van November 1993.

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

Case 1553/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Albert Mabunda**, Defendant

On 3 December 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 3844, Vosloorus, Registration Division IR, Transvaal, situated at 3844 Nyashengo Street, Vosloorus, Boksburg.

Improvements: Detached single-storey brick residence consisting of two bedrooms, bathroom, kitchen, dining-room, lounge and outbuildings comprising 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 4th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. L. Pinheiro/H00304.)

Saak 8286/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Sebeso Hendrick Moreng**, Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 5 Oktober 1993, sal die ondervermelde eiendom op Vrydag, 10 Desember 1993 om 09:00, te Balju vir die Landdroshof, Championstraat 25, Orkney, 2620, aan die hooste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 5072, Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 203 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderhewig 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 en sitkamer.

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

Gedateer te Klerksdorp op hierdie 3de dag van November 1993.

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

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Antoinette Carol Martha Paulsen**, and **Bertie Frank Paulsen**, Defendants

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging, and writ of execution, the property listed hereunder which was attached on 17 September 1993 will be sold in execution on Friday, 3 December 1993 at 10:00, at the offices of the Sheriff, Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging, to the highest bidder:

Portion 8 of Erf 6657, Ennerdale Extension 2 Township, Registration Division IQ, Transvaal, in extent 523 (five hundred and twenty-three) square metres, situated at 8 Heather Street, Ennerdale, Vereeniging.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached.

Walls: Brick and painted plaster.

Roof: Tiles.

Floors: Fitted carpets and vinyl tiles.

Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet.

Outbuildings: None.

Boundary: Fenced and gates.

Improvements: Screen walling and pergolaed patio.

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, Vereeniging, 41A Beaconfield Avenue, Vereeniging. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 1st day of November 1993.

De Villiers & Co., for Gys Louw & Partners, Russels Building, 54 President Kruger Street, Docex 5, Vanderbijlpark.

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Anthony Thagaraj Christopher**, and **Doren Margaret Christopher**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging, and writ of execution, the property listed hereunder which was attached on 5 October 1993 will be sold in execution on Friday, 10 December 1993 at 10:00, in front of the Magistrate's Court, Westonaria, President Steyn Street, Westonaria, to the highest bidder:

Erf 3243, Lenasia South Extension 7, Westonaria, Registration Division IR, Transvaal, in extent 693 (six hundred and ninety-three) square metres, situated at 3243 Sodium Place, Lenasia South Extension 7, Westonaria.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached.

Walls: Brick, plaster and painted.

Roof: Tiles.

Floor: Carpets and tiles.

Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, shower, covered porch.

Outbuildings: None.

Boundary: Fenced.

Improvements: Gates and 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, Westonaria. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 1st day of November 1993.

De Villiers & Co., for Truter, Crous Wiggill & Vos, United Building, 88 Briggs Street, Westonaria.

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mohamed Kalik Ghulam Hoosain**, and **Fathama Ghulam Hoosain**, Defendants

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging, and writ of execution, the property listed hereunder which was attached on 14 September 1993 will be sold in execution on Friday, 10 December 1993 at 10:00, in front of the Magistrate's Court, Westonaria, President Steyn Street, Westonaria, to the highest bidder:

Portion 19 of Erf 3313, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, in extent 298 (two hundred and ninety-eight) square metres, situated at Portion 19 of Erf 3313, Lenasia South Extension 7, Westonaria.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached.

Walls: Brick, plaster and s/facebrick.

Roof: Tiles.

Rooms: Lounge, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: None.

Boundary: Fenced.

Improvements: None.

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

Dated at Johannesburg on the 1st day of November 1993.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Ref. Mr Steyn/598.)

Case 128/93
PH 136

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Schultz, Kurt Ernst**, First Defendant, and **Schultz, Suzanne Cheryl**, 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 conducted by the Sheriff, Midrand, at the offices of the Sheriff at Unit 2, Northview, 45 Richard Drive, Halfway House, on Wednesday, 8 December 1993, at 14:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Midrand, at Unit 2, Northview, 45 Richard Drive, Halfway House, Midrand.

Remaining Extent of Holding 340, Glen Austin Agricultural Holdings Extension 1, Registration Division JR, Transvaal, measuring 8 566 (eight thousand five hundred and sixty-six) square metres, situated at 340 Belvedere Road, Glen Austin Extension 1, Midrand.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Brick dwelling with a tiled roof consisting of entrance-hall, lounge, family room, dining-room, study, kitchen, scullery, two bathrooms, three bedrooms, double storey cottage consisting of kitchen, bathroom, lounge and bedroom, servant's room, carport and swimming-pool.

Zoning: Agricultural holdings.

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

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

Date: 2 November 1993.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck and Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/6S530.)

Case 22786/93
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 **Lamprey, John Bertram**, Execution Debtor, and **Lamprey, Jane Marie**, 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 7 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 630, situated in the Township of Juksiepark Extension 1, Registration Division IQ, Transvaal, being 4 Gousblom Street, Jukskei Park, Extension 1, Randburg, measuring 1 250 (one thousand two 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, bathroom with outbuildings with similar construction comprising of two garages, servant's room, toilet and laundry.

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 8th day of November 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.)

Case 10278/92

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

In the matter between **Germiston City Council**, Plaintiff, and **Haren Investments (Pty) Ltd**, 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 190, Germiston Township, Registration Division IR, Transvaal, situated at 8 Milne Street, Germiston, measuring 495 square metres.

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

Improvements: Vacant stand.

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: 4 November 1993.

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

Case 6085/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Penelope Cornelius**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Vereeniging, District of Vereeniging, and writ of execution, the property listed hereunder which was attached on 24 September 1993, will be sold in execution on Friday, 3 December 1993 at 10:00, at the offices of the Sheriff, Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging, to the highest bidder:

Portion 30 of Erf 6658, Ennerdale Extension 2 Township, Registration Division IQ, Transvaal, in extent 525 (five hundred and twenty-five) square metres, situated at 30 Hedera Avenue, Ennerdale Extension 2, Vereeniging.

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.

Floor: Tiles and carpets.

Rooms: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: None.

Boundary: Fenced.

Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Vereeniging, 41A Beaconfield Avenue, Vereeniging. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 1st day of November 1993.

De Villiers & Co., for Gys Louw & Partners, Russels Building, 54 President Kruger Street, Vanderbijlpark; DX 5, Vanderbijlpark.

Case 23150/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mutshimbili Charles Magadze and Sebina Magadze**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 8 June 1993 will be sold in execution on Friday, 3 December 1993 at 10:00, in front of the Magistrate's Court of Johannesburg, Fox Street entrance, Johannesburg, to the highest bidder:

Erf 4827, Chiawelo Extension 2 Township, in extent 216 (two hundred and sixteen) square metres, situated at 4827 Chiawelo Extension 2, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached.

Walls: Brick, plaster and paint.

Floor: Fitted carpets and tiles, vinyl.

Roof: Tile.

Rooms: Lounge, kitchen, two bedrooms, bathroom and toilet.

Outbuildings: None.

Boundary: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash at 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 Sheriff's Office, Second Floor, 32 Von Brandis Street, Johannesburg, for the Magistrate's Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 1st day of November 1993.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4, 29/3921/2/3.) (Docex. DX571.) (Ref. Mr Steyn/0448.)

Saak 18234/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **J. L. T. Canquero**, Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 7 Oktober 1993, die ondervermelde eiendom in eksekusie verkoop sal word op Vrydag, 26 November 1993 om 10:00 te:

Die Landdroskantoor, Morganstraat, Tzaneen.

Die eiendom wat aldus te koop aangebied sal word, is:

1. Gedeelte 34, van die plaas Miami 732, Registrasieafdeling LT, Transvaal, groot 21,4144 (twee een komma vier een vier vier) hektaar; en
2. Gedeelte 35, van die plaas Miami, 732, Registrasieafdeling LT, Transvaal, groot 21,4144 (twee een komma vier een vier vier) hektaar, gehou kragtens Transportakte T10721/91.

Verbeterings: —.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju van Tzaneen.

Geteken te Pretoria hierdie 27ste dag van Oktober 1993.

P. R. Greyling, vir Couzyn Hertzog & Horak Ing., Prokureur vir Eiser, Praetor Forum, Eerste Verdieping, Van der Waltstraat 269, Pretoria. (Verw. Greyling/PB/A. 149/93.)

Saak 22122/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Wright, Marguerite Ann**, 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 Marshallstraat 131, Johannesburg, op 9 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 289, Northcliff-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Musilisrylaan 3, Northcliff, grootte 3 355 m² (drie drie vyf vyf) vierkante meter.

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

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 4de dag van November 1993.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Johannesburg, Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8152E.)

Case 15655/93
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 **Mzobe, Themba Phillip**, 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 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, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 1237 (previously known as 1416) situated in the Township of Likole Extension 1, Registration Division IR, Transvaal, being 1237 (previously known as 1416) Likole Extension 1, Kattlehong, Alberton, measuring 330 (three hundred and thirty) square metres.

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

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

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

Dated at Johannesburg this 8th day of November 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/M436.)

Case 14643/91
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Kivido, Marlin**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 10 December 1993 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain: Erf 14, situated in the Township of Reiger Park, Registration Division IR, Transvaal, being 14 Protea Street, Reiger Park, Boksburg, measuring 496 (four hundred and ninety-six) square metres.

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

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

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

Dated at Johannesburg this 8th day of November 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/cb.)

Saak 22952/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Hendrik Johannes Botes**, Eerste Verweerder, en **Hennie Botes Boerderye BK**, Tweede Verweerder

Ingevolge 'n verstekvonnis wat op 2 Maart 1993, toegestaan is ten gunste van die Eiser teen die Tweede Verweerder, gesamentlik en afsonderlik met die vonnis wat reeds teen die Eerste Verweerder toegestaan is op 15 Desember 1992, en 'n lasbrief tot beslaglegging gedateer 16 Julie 1993, sal die ondergemelde eiendom op Vrydag, 3 Desember 1993 om 11:00, in eksekusie verkoop word te die Balju se kantoor, Wonderboom, te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, Pretoria (net noord van Sasko Meule):

Gedeelte 124 ('n gedeelte van Gedeelte 123), van die plaas Vissershoeck 435, Registrasieafdeling JQ, Transvaal, groot 1,2633 hektaar, ook bekend as Plot 123, Vissershoeck, De Wildt.

Die volgende verdere inligting word verskaf, alhoewel niks in hierdie verband gewaarborg word nie:

Oop stuk grond met staalstoor daarop.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê ter insae te die kantore van die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, Pretoria.

Gedateer te Pretoria hierdie 22ste dag van Oktober 1993.

P. R. Greyling, vir Couzyn, Hertzog & Horak Ing., Eerste Verdieping, Praetor Forum, Van der Waltstraat 269, Pretoria. [Tel. (012) 322-8780] (Verw. mnr. Greyling/jk/E. 197.)

Case 4452/93

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 **Christoffel Alwyn Rothmann**, First Defendant, and **Jennifer Rothmann**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 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 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 1215, Sunward Park Extension 3 Township, situated on 11 Koornhoop Street, Sunward Park, in the Township of Sunward Park, District of Boksburg, measuring 791 (seven hundred and ninety-one) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance-hall, lounge, dining-room, family room, four bedrooms, two bathrooms, w.c., kitchen and scullery.

The conditions of sale:

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

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

Dated at Boksburg on this the 9th day of November 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AU0197/Mrs Teixeira.)

Case 9956/93

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 **Andre Lubbe**, First Defendant, and **Martha Louise Lubbe**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 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 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 654, Dawn Park Extension 2 Township, situated on 17 Carolina Street, Dawn Park Extension 2, in the Township of Dawn Park Extension 2, District of Boksburg, measuring 842 (eight hundred and forty-two) square metres.

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

Building built of brick and plaster, tiled roof comprising lounge, dining-room, kitchen, two bedrooms and bathroom.

The conditions of sale:

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

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

Dated at Boksburg on this the 9th day of November 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. U00022/Mrs Teixeira.)

Case 6967/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **William Buti Mahlangu**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 12 August 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 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 1925, Dawn Park Extension 30 Township, situated on 1925 Theunissen Street, Dawn Park Extension 30, in the Township of Dawn Park Extension 30, District of Boksburg, measuring 800 (eight hundred) square metres.

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

Building built of brick and plaster, tiled roof comprising lounge, dining-room, kitchen, two bedrooms and bathroom.

The conditions of sale:

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

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

Dated at Boksburg on this the 9th day of November 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AF6297/Mrs Teixeira.)

Case 11411/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Rousseau, Iris Pearl**, 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 Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan on 10 December 1993 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 1142, Dalpark Extension 11 Township, Registration Division IR, Transvaal, being 31 Lawrence Road, Dalpark Extension 11, Brakpan, measuring 870 (eight hundred and seventy) 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 lounge, dining-room, three bedrooms, bathroom, kitchen, servants room and w.c.

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 9 November 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0184 (AU184.)]

Case 17191/92

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Barend Theodore Swart**, and **Roseline Ellen Swart**, Execution Debtors

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 18 January 1993, the following property will be sold in execution on Friday, 10 December 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 1997, Witpoortjie Extension 5 Township, Registration Division IQ, Transvaal, in extent 838 (eight hundred and thirty eight) square metres, held by Deed of Transfer T30625/1991, known as 9 Leerdam Street, Witpoortjie Extension 5, District of Roodepoort, upon which is erected a detached dwelling of face brick walls under tiled roof, said to contain a lounge, family room, dining-room, four bedrooms, kitchen, two bathroom/s, outside room, double garage, granny flat, in regard to which, however, nothing is guaranteed.

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

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

Dated: 10 November 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort; P. O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/921397/15275.)

Case 6186/93

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Opperman: Lincoln Rudolph**, 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 9 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 27 of Erf 598, Newclare Township, Registration Division IQ, Transvaal.

Area: 306 (three hundred and six) square metres.

Situation: 12 Ruben Crescent, Newclare, Johannesburg.

Improvements (not guaranteed): A house consisting of three 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, 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 5 November 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5:NT320.)

Case 33721/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sole Oupa Jacob**, First Defendant, and **Sole Nontsikelelo Maggie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 10 December 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sales room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1293, Dobsonville Township, Registration Division IQ, Transvaal, measuring 293 (two hundred and ninety-three) square metres, situated at Erf 1293, Dobsonville Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, lounge and kitchen. *Outbuildings*: Single garage and two servants' quarters.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 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. S19084/PC.)

Case 5430/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbatha Coco Henry**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 10 December 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 10129, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, measuring 299 (two hundred and ninety-nine) square metres, situated at Erf 10129, Dobsonville Extension 3 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, bathroom, lounge and kitchen.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 28th 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. M14639/PC.)

Case 24083/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maleka Keorapetse Festus**, First Defendant, and **Maleka Dellinah Morwa**, 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-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 10 December 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sales-room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 11560, Dobsonville Extension 4 Township, Registration Division IQ, Transvaal, measuring 150 (one hundred and fifty) square metres, situated at Erf 11560, Dobsonville Extension 4 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, two bedrooms, dining-room, bathroom and kitchen.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 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. M24331/PC.)

Case 12458/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mthembu Stanley Ngenye**, First Defendant, and **Mthembu Maria Guendoline Thenjiwe**, 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, Pollock Street, Randfontein, on 10 December 1993 at 14:15, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer in front of the Magistrate's Court, Pollock Street, Randfontein, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5541, Mohlakeng Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 5541, Mohlakeng Extension 3 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 4th day of November 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. M23398/PC.)

Case 08810/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matthews Paul Charles**, First Defendant, and **Matthews Grezelda**, 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 9 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 3718, Eldoradopark Extension 2 Township, Registration Division IQ, Transvaal, measuring 425 (four hundred and twenty-five) square metres, situated at 38 Bamboesberg Street, Eldoradopark Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single-storey dwelling under tiled roof, three bedrooms, kitchen, bathroom and toilet.

Outbuilding: Single garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 8th day of November 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. M11511/PC.)

Case 10153/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mkhuma Gegqesa Johannes**, 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 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 office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 111, Jabavu Central Western Extension 1 Township, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 111, Jabavu Central Western Extension 1.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 2nd day of November 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. M22180/PC.)

Case 14009/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vusani Nomalinge Doris**, 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 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 office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 1236 (now renumbered Erf 10775), Pimville Zone 1 Township, Registration Division IQ, Transvaal, measuring 230 (two hundred and thirty) square metres, situated at Erf 1236 (now renumbered Erf 10775), Pimville Zone 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

Outbuildings: Two garages 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, 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 2nd day of November 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. V21134/PC.)

Case 21313/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Molala Isaiah Mellington**, 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 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 office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 12607, Meadowlands Township, Registration Division IQ, Transvaal, measuring 257 (two hundred and fifty-seven) square metres, situated at Erf 707, zone 8 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, lounge and dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 3rd day of November 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. M23973/PC.)

Case 404/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Manamela Matsobane Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Midrand, Alexandra, Unit 2, Northview, 45 Richards Drive, Halfway House, on 8 December 1993 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

Erf 41, Alexandra East Bank Township, Registration Division IR, Transvaal, measuring 210 (two hundred and ten) square metres, situated at Erf 41, Alexandra East Bank Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tile roof, three bedrooms, bathroom, kitchen, lounge and dining-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on this the 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. M22863/PC.)

Case 6214/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Absalom Thabo Sideko**, First Defendant, and **Gertrude Sideko**, Second Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2526, Tokoza, Extension 1 Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety four) square metres, also known as Erf 2526, Tokoza, Extension 1, Alberton, hereinafter called "the property".

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale:

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, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 18% (eighteen per centum) at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) or four hundred rand (R400), whichever is the greater, immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the Purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MS0058/CMK.)

Case 5959/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mfaniseni Thomas Shekeshe N.O.** First Defendant, and **Mfaniseni Thomas Shekeshe**, Second Defendant, and **Jobonde Ngandeni**, Third Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2968, Tokoza Extension 1 Township, Registration Division IR, Transvaal, measuring 294 (Two hundred and ninety-four) square metres, also known as Erf 2968, Tokoza, Extension 1, Alberton, herein after called "the property".

Improvements reported (which are not warranted to be correct and are not guaranteed): Semi-detached single-storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising servants' quarters and toilet.

The material conditions of sale:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 19% (nineteen per centum) at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum of the price or four hundred rand (R400), whichever is the greater, immediately after the sale and the balance of the price and interest shall, within fourteen days of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston, (Tel. 825-1015.) (Ref. MS0034/CMK.)

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Boy Jacob Ngwenyama**, First Defendant, and Molekeng Alinah Ngwenyama, Second Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 8484, Tokoza Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, also known as Erf 8484, Tokoza, Alberton, hereinafter called "the property".

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms, other than kitchen and bathroom with outbuildings of a similar construction comprising toilet.

The material conditions of sale:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time of the Mortgage Bond over the property held by the Plaintiff which was 18% (eighteen per centum) at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (R400), whichever is the greater, immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff Conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights, of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston, (Tel. 825-1015.) (Ref. MN0103/CMK.)

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Nake Wilhelmina Ngubeni**, First Defendant, and **Thembi Maureen Ngubeni**, Second Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof, and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 1852, Tshongweni Township, Registration Division IR, Transvaal, measuring 276 (two hundred and seventy-six) square metres, also known as Erf 1852, Tshongweni, Katlehong, Germiston, district of Alberton, hereinafter called the "property".

Improvements reported (which are not warranted to be correct and are not guaranteed): Semi-detached single storey brick built residence under iron roof comprising four rooms other than kitchen with outbuildings of a similar construction comprising carport, servants' quarters and toilet.

The material conditions of sale:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time of the Mortgage Bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per centum) at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price of four hundred rand (R400), whichever is the greater, immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff Conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on 8 November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston, (Tel. 825-1015.) (Ref. MN0045/CMK.)

Case 5125/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Patrick Dingaan Ndimande**, First Defendant, and
Tembi Unice Ndimande, Second Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2828 (formerly Erf 35), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2828 (formerly Erf 35), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 9th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MN0106/CMK.)

Case 6238/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bonginkosi Samuel Ndaba**, First Defendant, and
Zodwa Florence Ndaba, Second Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2021 (formerly Erf 657), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2021 (formerly Erf 657), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, two rooms, servants' quarters and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MN0108/CMK.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mphole Jeffrey Mphole**, Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 47, Moleleki Township, Registration Division IR, Transvaal, measuring 200 (two hundred) square metres, also known as Erf 47, Moleleki, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20% (twenty per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 9th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM0423/CMK.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lesiba Solomon Moseki**, First Defendant, and **Mphadile Maria Moseki**, Second Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2898 (formerly Erf 106), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2898 (formerly Erf 106) Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 9th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM0405/CMK.)

Case 6395/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mphephi Elizabeth Mkhwanazi**, First Defendant, **Mafukuzela Patrick Mkhwanazi**, Second Defendant, and **Cassam Khumalo**, Third Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 68, Hlongwani Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as Erf 68, Hlongwani, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM0408/CMK.)

Case 5521/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sesana Selina Mbambo**, First Defendant, and **Sesana Selina Mbambo N.O.**, Second Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 571, Ncala Township, Registration Division IR, Transvaal, measuring 704 (seven hundred and four) square metres, also known as Erf 571, Ncala, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM0391/Miss Kent.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mzwandile Barnabas Mapitiza**, First Defendant, **Zephorah Gcinashe Mapitiza**, Second Defendant, and **Margaret Thobeka Mapitiza**, Third Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 315, Mavimbela Township, Registration Division IR, Transvaal, measuring 487 (four hundred and eighty-seven) square metres, also known as Erf 315, Mavimbela, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM0394/CMK.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mkhulu Job Louis Makhetha**, First Defendant, and **Pinkie Joyce Makhetha**, Second Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 8341, Tokoza Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as Erf 8341, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 22,75% (twenty-two comma seven five per centum) per annum, at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM3372/CMK.)

Case 6620/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Penny Andries Mabona**, First Defendant, and
Thlaga Rebecca Mabona, Second Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2766 (formerly Erf 539), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 270 (two hundred and seventy) square metres, also known as Erf 2766 (formerly Erf 539) Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and one and a half bathroom with outbuildings of a similar construction comprising toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to the passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM0414/CMK.)

Case 6934/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jabulile Melther Mabaso**, Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 311, Ngema Township, Registration Division IR, Transvaal, measuring 281 (two hundred and eighty-one) square metres, also known as Erf 311, Ngema, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and bathroom with outbuildings of a similar construction comprising servants' quarters and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20% (twenty per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to the passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM0229/CMK.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tembisile Cecilia Langa**, Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 11504 (formerly Erf 833), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 (two hundred and sixteen) square metres, also known as Erf 11504 (formerly Erf 833), Tokoza Extension 2, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to the passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. ML0018/CMK.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rosebella Kraai**, Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2643, Tokoza Extension 1 Township, Registration Division IR, Transvaal, measuring 395 (three hundred and ninety-five) square metres, also known as Erf 2643, Tokoza Extension 1, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising servants' quarters and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944 and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to the passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MK0051/CMK.)

Case 4542/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Nomaledi Emily Sikuba**, Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2957 (formerly Erf 165), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2957 (formerly Erf 165), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.
2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21% (twenty-one per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MS0020/CMK.)

Case 6666/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Isaac Sisya**, First Defendant, and **Thomas Selai**, Second Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 11046 (formerly Erf 375) Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 250 (two hundred and fifty) square metres, also known as Erf 11046 (formerly Erf 375), Tokoza Extension 2, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.
2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MS0300/CMK.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bongane Solomon Twala**, First Defendant, and **Thoko Leviena Twala**, Second Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 366, Hlahatsi Township, Registration Division IR, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, also known as Erf 366, Hlahatsi, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16% (sixteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 9th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MT0052/CMK.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **One Ndhlovu**, Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 11353 (formerly Erf 682) Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 225 (two hundred and twenty-five) square metres, also known as Erf 11353 (formerly Erf 682) Tokoza Extension 2, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MN0075/CMK.)

Case 8803/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Sello Viccie Mphuti**, Defendant

On 8 December 1993 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 294, A P Khumalo Township, Registration Division IR, Transvaal, measuring 449 (four hundred and forty-nine) square metres, also known as Erf 294, A P Khumalo, Katlehong, Germiston, District of Alberton. Hereinafter called the property.

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising two rooms other than kitchen with outbuildings of a similar construction comprising garage and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on the 8th day of November 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0255/CMK.)

Case 26674/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Potgieter, Herman**, First Defendant, and **Potgieter, Annalene**, 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 9 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's prior to the sale:

Certain: Erf 907, Birchleigh North Extension 2 Township, Registration Division IR, Transvaal, situation: 3 Oscar Street, Birchleigh North Extension 2, Kempton Park, area: 992 (nine hundred and ninety-two) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, dining-room, lounge, family room, garage, brick driveway, enclosed with precast walls and under tiled roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendants has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. KP1/mgh/tf.)

Case 26766/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Woods, John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Boksburg, at 182 Leeuwpoot Street, Boksburg, on Friday, 10 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's prior to the sale:

Certain: Erf 403, Parkrand Township, Registration Division IR, Transvaal, situation: 12 Krige Street, Parkrand, area: 1 107 (one thousand one hundred and seven) square metres.

Improvements (not guaranteed): Entrance-hall, lounge, dining-room, family room, three bedrooms, two full bathrooms, kitchen, swimming-pool, under tiled roof, enclosed with precast walls, brick driveway and outside ablutions.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. BO1/mgh/tf.)

Case 24923/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sedile, Gapenki 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 the Sheriff, Westonaria, at the entrance to the Magistrate's Court, Westonaria, on Friday, 10 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's prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Erf 2716, Bekkersdal Township, Registration Division IQ, Transvaal, situation: Erf 2716, Bekkersdal, area: 312 (three hundred and twelve) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under iron roof and enclosed with precast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ87E/mgh/tf.)

Case 27310/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokone, Ramohlabi Joel**, 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, Westonaria, at the entrance to the Magistrate's Court, Westonaria, on Friday, 10 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 the right, title and interest in the leasehold in respect of Erf 2978, Bekkersdal Township, Registration Division IQ, Transvaal, situation 2978 Modisa Otsile Avenue, Bekkersdal, area 291 (two hundred and ninety-one) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, 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 cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 3rd day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO154E/mgh/tf.)

Case 13048/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Chuntel, Ahmad**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 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 2532, Eldorado Park Extension 3 Township, Registration Division IQ, Transvaal, situation 575 Westaria Street, Eldorado Park Extension 3, area 420 (four hundred and twenty) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, dining-room, lounge, brick driveway, enclosed with wire fencing and under asbestos roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV127E/mgh/tf.)

Case 27311/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tucker Street Investments (Proprietary) Limited** (No. 86/02647), 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, 9 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 1942, Jeppestown Township, Registration Division IR, Transvaal, situation 4 MacDonald Street, Jeppestown, area 248 (two hundred and forty-eight) square metres.

Improvements (not guaranteed): Entrance-hall/lounge, dining-room, two bedrooms, full bathroom, kitchen, garage, under iron roof, enclosed with brick walls, bitumen driveway and staff quarters with ablutions.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 3rd day of November 1993.

Maisels Smith & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR322E/mgh/tf.)

Case 26928/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Motaung, Matei Stefaans**, First Defendant, and **Motaung, Dikeledi Sophie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 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 prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Lot 910, Moletsane Township, Registration Division IQ, Transvaal, situation Erf 910, Moletsane, KwaXuma, area 263 (two hundred and sixty-three) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, two garages/store-rooms, under iron and asbestos roof, concrete driveway and enclosed with wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 3rd day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO153E/mgh/tf.)

Saak 795/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.**, Eiser, en **S. J. Haffejee**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 26 Maart 1993, sal 'n verkoping gehou word op 8 Desember 1993 om 10:00, by die verkoopplokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Erf 529, Azaadville, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T30952/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te Msoristraat 47, Azaadville, Krugersdorp, en bestaan uit 'n sitkamer, gesinskamer, badkamer, drie slaapkamers, gang, kombuis, teëldak met gepleisterdemure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprijs en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 3de dag van November 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. 12 Corkstraat, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/73/92/BH455.)

Saak 796/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.**, Eiser, en **J. M. Madike**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 22 Mei 1992, sal 'n verkoping gehou word op 8 Desember 1993 om 10:00, by die verkoopplokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 11105, Kagiso-uitbreiding 6, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL11475/89, groot 387 (driehonderd sewe-en-tagtig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL11475/89.

Die eiendom is gesoneer Residensieel 1 en is geleë te Vaalstraat 11105, Kagiso-uitbreiding 6, en bestaan uit 'n sitkamer, gesinskamer, badkamer, drie slaapkamers, gang, kombuis, teëldak met gepleisterdemure en staalvensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprijs en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 3de dag van November 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. 12 Corkstraat, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/56/92/BM718.)

Saak 4662/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bepelk**, Eksekusieskuldeiser, en **V. L. & M. N. Mopeli**, Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 7 September 1993 toegestaan is, op 3 Desember 1993 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkoms die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 1413, Phola Ogies, Registrasieafdeling JS, Transvaal, groot 452 vierkante meter, gehou deur die Verband-gewer kragtens Akte van Transport TL71818/90.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode 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 agterstallig belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 8ste dag van November 1993.

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

Saak 7235/91

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **Eion Blignaut**, Eerste Verweerder, en **Esme Carolyn Blignaut**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 23 September 1991, en 'n lasbrief vir eksekusie gedateer 12 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 8 Desember 1993 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 1938, Brackenhurst-uitbreiding 2, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Lilystraat 19, Brackenhurst-uitbreiding 2, Alberton, groot 1 500 vierkante meter, gehou deur Eion Blignaut en Esme Carolyn Blignaut, onder Akte van Transport T47973/90.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: I.B.R. dak met gedeeltelik siersteenmure bestaande uit sitkamer, eetkamer, vier slaapkamers, studeerkamer, kombuis, twee en 'n halwe badkamers, gesinskamer en twee toilette.

Buitegeboue: Dubbel motorhuis met toilet en swembad en omheining.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 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 Johriahof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 5de dag van November 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N1084.)

Saak 5351/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **Mrs I. P. W. du Plooy**, Eerste Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 8 Oktober 1993, en 'n lasbrief vir eksekusie gedateer 27 September 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 8 Desember 1993 om 10:00, deur die Balju vir die Landdroshof, te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 77, Brackendowns, Registrasieafdeling IR, Transvaal, ook bekend as Rafniastraat 2, Brackendowns Township, Alberton, groot 1 298 vierkante meter, gehou deur Iris Patricia Walters du Plooy, onder Akte van Transport T19952/87.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteen met mure bestaande uit kombuis, sitkamer, eetkamer, drie slaapkamers, studeerkamer, twee badkamers met toilette en ingangsportaal.

Buitegeboue: Enkelmotorhuis met bediendekamer en toilet.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingswaarborg. 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 8ste November 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N1874.)

Saak 5591/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Paul Simon Mackenzie**, Eiser, en **Peter John Sullivan**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, vir die distrik van Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 3 Desember 1993 om 10:00:

Hoewe 112, Homestead Apple Orchards Small Holdings, Registrasieadeling IQ, Transvaal, groot 4,0471 hektaar, gehou kragtens Akte van Transport T43766/1992, bekend as Plot 112, Agste Weg, Apple Orchards, Walkerville.

Verbeterings: 'n Eenslaapkamer sinkdakwoning met 'n TV-kamer en dubbelmotorhuis, draad en steen omheining.

Terme: Een tiende ($\frac{1}{10}$) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 16% (sestien persent) per jaar vanaf datum van koop tot 16% (sestien persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Vereeniging.

Geteken te Vereeniging op hierdie 4de dag van November 1993.

J. A. M. Prinsloo, vir Rossouw & Prinsloo, N.B.S.-gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. mnr. S. Meise/Js.)

Case 12380/92

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Magdalena Gertuida Catrina van der Merwe**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 27 October 1992, the following property will be sold in execution on Friday, 10 December 1993 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

(a) Section 12 as shown and more fully described on Sectional Plan SS53/1983, in the building or buildings known as Pinehurst of which the floor area, according to the sectional plan is 71 (seventy-one) 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, held by Deed of Transfer ST37924/1991, known as 104 Pinehurst, Florida, District of Roodepoort, said to contain a lounge, bedroom/s, kitchen and bathroom/s, garage, in regard to which, however, nothing is guaranteed.

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

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

Date: 8 November 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/921078/16392.)

Saak 143/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **ABSA Bank**, tussen **ABSA Bank**, handeldrywende as Trust Bank, Eksekusieskuldeiser, en **G. C. S. Roelvert**, Eksekusieskuldenaar

Ingevolge vonnis van die Landdroshof van die distrik Letaba, gedateer 22 Februarie 1993, en 'n lasbrief vir eksekusie gedateer 18 Mei 1993, sal die volgende eiendom verkoop word op Vrydag, 10 Desember 1993 om 10:00, te die Landdroskantoor, Morganstraat, Tzaneen.

Gedeelte 9 van Restant van die plaas Hasivuna 561, Registrasieafdeling LT, Transvaal, groot 32,1104 (drie twee komma een een nul vier) hektaar, gehou kragtens Akte van Transport T28784/1990.

Die eiendom word voetstoots verkoop. Die volle koopprys is betaalbaar in kontant of bankgewaarborgde tjek by sluiting van die koopvooreenkomste. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshof, No. 32 van 1944, soos gewysig. Die volle voorwaardes van die eksekusie verkoping wat op die koper bindend sal wees, sal voor die 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 8ste 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 221393/TT 25.)

Saak 1741/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited** (51/00009/06), Eiser, en **Setha Sydney Radebe**, Eerste Verweerder, en **Meisie Elizabeth Radebe**, Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 19 Januarie 1993, die Verweerders se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 10 Desember 1993 om 10:00, by die Landdroshof, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 11381, in die dorpsgebied Sebokeng Eenheid 7, Registrasieafdeling IQ, Transvaal, groot 259 (tweehonderd nege-en-vyftig) vierkante meter.

Verbeterings ten opsigte waarvan geen waarborg gegee word nie: Twee slaapkamer huis met sitkamer, kombuis, motorhuis en bediendekamer.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Gedateer te Vanderbijlpark op hede die 4de dag van November 1993.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P1/321/NM/U.)

Case 3071/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mzwake MacDonald Kuzwayo**, First Defendant, and **Pumi Linda Kuzwayo**, Second Defendant

On 3 December 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 908, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 908 Vosloorus Extension 3, Boksburg.

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

Conditions of sale:

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 8th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00788.)

Case 5639/93

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Themba Alfred Ndlovu**, First Defendant, and
Sylvia Nonyameko Mayana, Second Defendant

Be pleased to take notice that the Sheriff of the Magistrate's Court (hereafter referred to as the auctioneer) will on 8 December 1993 at 10:00, at the offices of the Sheriff, Alberton, Johria Court, 4 Du Plessis Road, Florentia, Alberton, pursuant to the judgment and a warrant of execution, sell by public auction all right, title and interest in the leasehold in respect of the property known as:

Certain Erf 63, Thintwa Township, Registration Division IR, Transvaal, situated at Site 63, Thintwa Township, Tokoza, Alberton, measuring 269 (two hundred and sixty-nine) square metres, held under Certificate of Registered Grant of Leasehold TL2796/1991.

Improvements: The property consists of lounge, bedroom, bathroom, kitchen and washroom (which are not warranted or guaranteed).

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 who was 17% (seventeen 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 together with Sheriff's commission and immediately after the sale and the balance of the price and interest shall, within 30 (thirty) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.
5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risk and liability shall pass to the purchaser.

Dated at Alberton on this the 5th day of November 1993.

L. C. Mansfield, vir Badenhorst-Malan, Second Floor, Stats Building, Fore Street, Alberton, 1450; P.O. Box 136130, Alberton North, 1456. (Tel. 907-2121/2.) (Fax. 907-2175.) (Ref. LCM/sj/S302/93.)

Case 13781/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Van der Watt, Johan Kritzinger**, First Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above suit, a sale without reserve will be held at the office of the Sheriff, at 182 Progress Road, Technikon, Roodepoort, on 10 December 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Roodepoort:

Erf 270, Constantia Kloof Extension 2 Township, Registration Division IQ, Transvaal, measuring 2 178 square metres.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house with usual outbuildings erected thereon.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 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. Minimum charge R100.

Schwellnus Spies Haasbroek, c/o Leon Maartens, Plaintiff's Attorneys, 51 Bicaard Street, Braamfontein, Johannesburg. (Tel. 886-1800.) (Ref. Mr Haasbroek.)

Saak 1036/92
PH 139

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Eastern Province Building Society**, Eiser, en **M. S. Naidu**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde Saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, te Johriahof, Du Plessisweg 4, Florentia, Alberton, 8 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:

Erf 658, Palm Ridge-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 800 vierkante meter.

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

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar ten 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 bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimumfooi van R6 000 (sesduisend rand). Minimumfooi van R100 (eenhonderd rand).

Schwellnus Spies Haasbroek Ing., Posbus 1115, Randburg, 2125. (Tel. 886-1800.) (Verw. mnr. Haasbroek E149.)

Saak 17823/89

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **Carolina Christina Turner**, Eerste Verweerder, en **Hugh Robert Turner**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 5 Desember 1989, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Tweede Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 3 Desember 1993 om 10:00:

Erf 770, geleë in die Sinoville-dorpsgebied, Registrasieafdeling JR, Transvaal, grootte 991 vierkante meter, gehou kragtens Akte van Transport T9548/92. Die eiendom is ook beter bekend as Pafurilaan 259, Sinoville.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule) ou Warmbadpad, Bon Accord.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n sinkdak, bestaande uit drie slaapkamers, badkamer met aparte toilet en stort, sitkamer, eetkamer, gesinskamer en kombuis. Buitegeboue synde 'n enkelmotorhuis, bediendekamer en toilet.

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

Gedateer te Pretoria op hierdie 10de dag van November 1993.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volkshuisgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. Van den Burg/avdp/F.956/B1.)

Saak 16444/92

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

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 15 September 1992, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 10 Desember 1993 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort, (net noord van Sasko Meule) ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere: Reg, titel en belang in die onroerende eiendom bekend as Erf 14, Blok K, Soshanguve, geleë in die woongebied van Soshanguve, groot 360 (driehonderd-en-sestig) vierkante meter, gehou kragtens Sertifikaat van reg van Huurpag 14/91.

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

Die wesenlike verkoopvoorwaardes is:

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

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

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

(d) Die koper moet 'n deposito van 10% (tien persent) 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 Hooggereghof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

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

Geteken te Pretoria hierdie 11de dag van November 1993.

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

Saak 5249/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Albert Mabena**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 10 Junie 1993, en 'n lasbrief vir eksekusie gedateer 17 Junie 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju voor die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 14 Januarie 1994 om 11:00:

Die reg, titel en belang in huurpag van: Erf 33869, (voorheen bekend as Erf 512), Tsakane-uitbreiding 1 dorpsgebied, Registrasieafdeling IR, Transvaal, groot 269 (tweehonderd nege-en-sestig) vierkante meter, geleë te Erf 33869 (voorheen bekend as Erf 512) Tsakane-uitbreiding 1 dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdieping-woonhuis bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.
2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.
3. Koopprijs is soos volg betaalbaar:
 - 3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.
 - 3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 10de dag van November 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 6228/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eiser, en **G. G. M. Vosloo**, Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 26 Junie 1992, en 'n lasbrief vir eksekusie gedateer 3 Julie 1992, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroshofkantoor, Harpurlaan, Benoni, op Woensdag, 15 Desember 1993 om 11:00:

Erf 3974, Northmead-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 960 vierkante meter, geleë te Vierde Laan 110, Northmead, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie:

'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer. Buitegeboue bestaande uit bediende kamer en stoorkamer.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Princeslaan 84, Benoni.
2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Landdroshofwet, No. 32 van 1933, soos gewysig, aan die hoogste bieder verkoop.
3. Koopprijs is soos volg betaalbaar:
 - 3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.
 - 3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 9de dag van November 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. Mnr. de Heus/Mev. Maartens CC1617.)

Saak 1690/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eiser, en **O. M. Shai**, Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 24 Maart 1993, en 'n lasbrief vir eksekusie gedateer 31 Maart 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroshofkantoor, Harpurlaan, Benoni, op Woensdag, 15 Desember 1993 om 11:00:

Erf 1492, Crystal Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 832 vierkante meter, geleë te Oriolesingel 37, Crystal Park, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Leë erf.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Princeslaan 84, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Landdroshofwet, No. 32 van 1933, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 10de dag van November 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. Mnr. de Heus/Mev. Maartens CC2176.)

Saak 19812/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bepark**, Eiser, en **Louis Gerhardus du Preez**, Eerste Verweerder, en **Maria Antoinette du Preez**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogenoemde saak op 26 Oktober 1993, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 9 Desember 1993 om 10:00, te Balju Kantore te Sesde Verdieping, Olivetti Huis, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Restant van Erf 11, geleë in die dorpsgebied Daspoort Estate, Registrasieafdeling JR, Transvaal, groot 890 (ag nege nul) vierkante meter, gehou kragtens Akte van Transport T40033/92, onderhewig aan al sodanige voorwaardes as wat in gemelde Akte vermeld staan of na verwys word, bekend as Keyterstraat 1036, Daspoort, Pretoria.

Die eiendom is verbeter en bestaan uit sitkamer, drie slaapkamers, badkamer/w.k., kombuis en waskamer.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Pretoria-Wes, Sesde Verdieping, Olivettihuis, hoek van Pretorius- en Schubartstraat, Pretoria.

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

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

Case 2507/89

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (formerly Allied Building Society Limited), Plaintiff, and **M. D. Katane**, Defendant

In pursuance of a warrant of execution dated 8 September 1993, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 8 December 1993 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

Erf 9401, Daveyton Extension 2 Township, Registration Division IR, Transvaal (formerly known as Lot 1040, Daveyton Extension 2), measuring 309 (three hundred and nine) square metres, held under Certificate of Registered Grant of Leasehold TL23478/1986, situated at 1040 Daveyton Extension 2.

Improvements: Single storey under tile, kitchen, lounge, dining-room, three bedrooms, two bath/w.c. and fenced.

Terms and conditions:

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

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

M. M. Weiner, First Floor, C.J.S. Centre, 80 Woburn Avenue, P.O. Box 661, Benoni. (Tel. 421-6101.)

Saak 3513/91

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Bepark**, Eiser, en **M. P. Zulu**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 10 Desember 1993 om 10:30, per publieke veiling deur die Balju te Dorpsraad Kantore, Mhluzi, Middelburg, verkoop word:

Erf 3870, Mhluzi-uitbreiding 1, Middelburg, Registrasieafdeling JS, Transvaal, groot 294 (tweehonderd vier-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL30371/90.

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 9de dag van November 1993.

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

Saak 3237/91

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Khayaletu Home Loans (Edms.) Beperk**, Eiser, en **D. P. Kobo**, en **S. S. Kobo**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 10 Desember 1993 om 10:30, per publieke veiling deur die Balju te Dorpsraadkantore, Mhluzi, Middelburg, verkoop word:

Erf 3642, Mhluzi-uitbreiding 1, Middelburg, Registrasieafdeling JS, Transvaal, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL78592/89.

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 9de dag van November 1993.

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

Saak 20998/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Du Preez, John William**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak en 'n lasbrief tot uitwinning, gedateer 19 Augustus 1993 sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hooggeregshof, Marshallstraat 131, Johannesburg, op 9 Desember 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Marshallstraat 131, Johannesburg, voor die verkoping ter insae sal lê:

Sekere Gedeeite 1 van Erf 79, Crown Gardens-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 436 vierkante meter, gehou kragtens Akte van Transport T33313/1986, ook bekend as Munster Crescent 19, Crown Gardens, Johannesburg.

Die volgende inligting word verskaf, alhoewel geen waarborg in verband daarmee gegee kan word nie: Erf met woonhuis bestaande uit ingangsportaal, sitkamer, twee slaapkamers, badkamer en kombuis, bediendekamer, betonmuur omheining en 'n sinkdak.

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

Scholtz & Botha, Eiser se Prokureurs, Tweede Verdieping, Royal St Mary'sgebou, Kerkstraat 63, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CT0730.)

**Case 6145/92
PH 163**

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

In the matter between **Boksburg Town Council**, Judgment Creditor, and **Labuschagne DC (A/C 4800079018)**, Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 29 July 1992 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoort Street, Boksburg, on 3 December 1993 at 11:15, of the undermentioned property of the Execution Debtor, 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 above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 79 in the Township of Vandyk Park, held under Deed of Transfer T40498/90, measuring 882 square metres, also known as 999 Jubilee Road, Vandyk Park, Boksburg.

Description: No municipal plans available.

Improvements are not guaranteed:

The material conditions of sale are:

1. The property will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All right and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 25th day of October 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. V. Manns/BZ1371.)

**Case 1665/93
PH 163**

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **A. W. van Niekerk A/C 4200547026**, First Execution Debtor, and **A. C. van Niekerk**, Second Execution Debtor

In execution of a judgment granted by the above Honourable Court on 8 April 1993 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 3 December 1993 at 11:15, of the undermentioned property of the Execution Debtor, 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 above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 547, in the Township of Impala Park, held under Deed of Transfer T31913/1991, measuring 952 square metres, also known as 15 Fairchild Street, Impala Park.

Description: No property description available as per municipal diagram.

Improvements are not guaranteed.

The material conditions of sale are:

1. The property will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 25th day of October 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, Trichardt Road, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. Theunissen/BZ3616.)

**Case 1083/93
PH 163**

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **J. Stadler**, Judgment Debtor

In execution of a judgment granted by the above Honourable Court, on 25 March 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 3 December 1993 at 11:15, of the undermentioned property of the Execution Debtor, 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 above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 0421, in the Township of Cinderella, held under Deed of Transfer T1585/1976, measuring 1 134 square metres, also known as 20 Steenberg Avenue, Cinderella.

Description: Brick construction under tile roof, three bedrooms, bathroom, lounge, dining-room, kitchen, garage, servant's room, pantry and store-room.

Improvements are not guaranteed: The material conditions of sale are:

1. The property will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 25th day of October 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, Trichardt Road, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. Theunissen/823169.)

Case 10000/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (86/04794/06), Plaintiff, and **Pino Pulella**, First Defendant, and **Hester Hendrina Pulella**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 October 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 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Portion 2 of Erf 23, Boksburg West Township, situated on 38 Turten Street, Boksburg West, in the Township of Boksburg West, District of Boksburg West, measuring 1 467 (one thousand four hundred and sixty-seven) 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 passage, entrance-hall, lounge, dining-room, family room, laundry, study, kitchen, scullery, four bedrooms, bathroom, bathroom with w.c., w.c., double garage, w.c., store-room and a staff room.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. A00026/Mrs Teixeira.)

Case 7487/92
PH 163

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

In the matter between **Boksburg Town Council**, Judgment Creditor, and **Coetzee, G. M.**, (A/C 2400057047), Judgment Debtor, and **J. M. Coetzee**, Second Defendant

In execution of a judgment granted by the above Honourable Court on 24 September 1992 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 3 December 1993 at 11:15, of the undermentioned property of the Execution Debtor, 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 above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 57, in the Township of Ravenswood Extension 4, held under Deed of Transfer T6432/87, measuring 988 square metres, also known as 91 10th Street, Ravenswood Extension 4, Boksburg.

Description: No municipal plans available.

Improvements are not guaranteed.

The material conditions of sale are:

1. The property will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All right and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on the 29th day of October 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, Trichardt Road 384, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. V. Manns/BZ2166.)

Case 1622/93
PH 163

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **Lubbe D. E.** (4201220071), Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 8 April 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 3 December 1993 at 11:15, of the undermentioned property of the Execution Debtor, 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 above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 1220, in the Township of Impala Park, held under Deed of Transfer T4742/92, measuring 843 square metres, also known as 29 Rolls Royce Street, Impala Park, Boksburg.

Description: Three bedrooms, bathroom, lounge and family room, dining-room, kitchen and scullery, carport, brick under tiles.

Improvements; are not guaranteed.

The material conditions of sale are:

1. The property will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

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

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, Trichardt Road 384, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. V. Manns/BZ3573.)

Case 2926/93
PH 163

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **Erasmus, M. M. J. P.** (1900156002), Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 7 June 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 3 December 1993 at 11:15, of the undermentioned property of the Execution Debtor, 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 above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 156, in the Township of Witfield, held under Deed of Transfer T25550/91, measuring 4 759 square metres, also known as 54 Lowther Street, Witfield, Boksburg.

Description: Three bedrooms, two bathrooms, lounge, dining-room, kitchen, double garage, boys room, store, enclosed veranda, entrance-hall, store-room and servants' quarters.

Improvements are not guaranteed.

The material conditions of sale are:

1. The property will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

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

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, Trichardt Road 384, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. V. Manns/BZ4042.)

Case 1080/93
PH 163

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **Bell, I. M.** (A/C 1200432009), Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 17 June 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 3 December 1993 at 11:15, of the undermentioned property of the Execution Debtor, 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 above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 432, in the Township of Parkdene, held under Deed of Transfer T15299/74, measuring 991 square metres, also known as 273 Trichardt Street, Parkdene, Boksburg.

Description: Five bedrooms, two bathrooms, lounge, dining-room, kitchen, sunroom and brick under zink.

Improvements are not guaranteed.

The material conditions of sale are:

1. The property will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's Offices, Boksburg, and will be read out by the Sheriff prior to the sale.

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

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, Trichardt Road 384, P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. V. Manns/BZ3240.)

Saak 13171/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

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

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 13 November 1992 sal 'n verkoping gehou word op 10 Desember 1993, om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf Gedeelte 2 van Erf 120, Maraisburg-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 545 (vyfhonderd vyf-en-veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T18249/1992.

Die eiendom wat te koop aangebied word bestaan uit sitkamer, badkamer, drie slaapkamers, kombuis, baksteenmure onder teëldak, bediendekamer, omhien met betonmure, die eiendom is gesoneer Residensieel 1 en is geleë te 12de Straat 2A, Maraisburg, Roodepoort, alhoewel geen waarborg in hierdie verband gegee word nie.

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

Gedateer te Roodepoort op die 8ste dag van November 1993.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. AMC/CK/Ed 460.)

Saak 5652/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Nedcor Bank Beperk** (voorheen bekend as Nedperm Bank Beperk), Eiser, en **Izak Johannes van Staden**, Verweerder

Ingevolge uitspraak van die Landdros van Krugersdorp, en lasbrief vir eksekusie met datum 23 September 1993, sal die ondervermelde eiendom op 12 Januarie 1994 om 10:00, by die kantoor van die Balju vir Krugersdorp, Landdrosdistrik te Grondvloer, Klaburnhof, Ockersestraat 22B, Krugersdorp, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 1147, Noordheuwel-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 400 (eenduisend vierhonderd) vierkante meter, gehou deur die Verweerder/s kragtens Akte van Transport T58719/1992, bekend as Libertasstraat 66, Noordheuwel-uitbreiding 4, Krugersdorp.

Waarop opgerig is 'n losstaande enkelvlakwoonhuis onder sindak bestaande uit twee slaapkamers, badkamer, kombuis, voorkamer en eetkamer. Die buitegeboue bestaan uit 'n enkelmotorhuis.

Geen waarborg word egter gegee ten opsigte van die voorgaande beskrywing nie:

Voorwaardes: R8 500 of 10% (tien persent) van die koopprys, wat ookal die meeste is, kontant aan (of 'n bankgewaarborgde tjek vir genoemde bedrag ten gunste van die Balju vir Krugersdorp landdrosdistrik), 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, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word) mag gedurende kantoorure by die kantoor van die Balju vir Krugersdorp landdrosdistrik te Grondvloer, Klaburnhof, Ockersestraat 22B, Krugersdorp, en by die kantore van die Prokureurs vir die Eiser nagesien word.

Die Eiser is bereid om 'n verband te oorweeg ten gunste van 'n goedgekeurde koper.

Phillips & Osmond-Louw & Heyl, Prokureurs vir Eiser, Eerste Verdieping, Mutual & Federal Sentrum, Von Branddisstraat 52, Krugersdorp.

Case 29297/92
PH 344IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Rock Pension Fund**, Plaintiff, and **Mazibuko, Winston**, Defendant

Pursuant to a judgment of the above Honourable Court, Erf 962, Dube Township, Registration Division IR, Transvaal, held by Deed of Transfer TL29120/1985, and situated at 962 Mkhoza Street, Dube Village, Soweto, comprising:

Three bedrooms (without m.e.s.), bathroom with m.e.s., lounge, dining-room, kitchen, with slate roof, garage with brick and burglar wall around the house though nothing is guaranteed in this regard, will be sold in execution at the offices of the Sheriff of the Supreme Court on 9 December 1993 at 10:00, with a reserve price of R85 000.

The terms are as follows: Reserve price of R85 000,00 together with interest thereon at 20% (twenty-two per centum) per annum until date of registration. 10% (ten per centum) of the purchase price and auctioneer's charges payable in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished 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 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).

The conditions of sale which will be read out may be inspected at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Dated at Johannesburg this 9th day of November 1993.

Werksmans, Werksmans Chambers, 22 Girton Road, Parktown, 927, Johannesburg. (Tel. 488-0000). (Ref. S. A. Cutler.)

Case 2908/93
PH 163

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **N. E. Denman**, Judgment Debtor, and
N. E. Denman, Second Defendant

In execution of a judgment granted by the above Honourable Court on 8 April 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 3 December 1993 at 11:15, of the undermentioned property of the Execution Debtor, 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 above-mentioned Sheriff of the Court, prior to the sale:

Property being certain Erf 806, in the Township of Beyers Park, held under Deed of Transfer T24302/81, measuring 1 461 square metres, also known 140 Edgar Street, Beyers Park, Boksburg.

Description: Four bedrooms, two bathrooms, lounge, dining-room, kitchen, three garages, servants' room, sewing room, passage and workshop and brick under tiles.

Improvements are not guaranteed.

The material conditions of sale are:

1. The properties will be sold voetstoots without reserve.
2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash immediately after the sale. Guarantee for balance within 14 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. All rights and duties will be transferred to the purchaser on signature of the conditions of sale after the sale.

The conditions of sale may be inspected at the Sheriff's offices, Boksburg, and will be read out by the Sheriff prior to the sale.

Dated at Boksburg on 25 October 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, Trichardt Road 384, Boksburg, P.O. Box 26, Boksburg, 1460. [Tel. (012) 892-3050/1/2/3.] (Ref. V. Manns/BZ4096.)

Case 25045/89

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

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff,
and **Glynis Velma Johnson**, 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 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 may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Remaining Extent of Erf 357, Riverlea Township, Registration Division IQ, Transvaal.

Area: 236 square metres.

Situation: 14 Ganges Street, Riverlea, 2093.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, bathroom, kitchen, lounge, family room, carport with precast walls around the property.

Terms: 10% (ten per centum) of the purchase price in cash upon conclusion of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per 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 9th day of November 1993.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-250.)

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

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), Plaintiff, and **Christiaan Jakob Delport**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, sales without reserve will be held at the property to be sold on 1 December 1993 at 12:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Undivided half share in Erf 129, Paarlshoop Township, Registration Division IQ, Transvaal.

Area: 744 square metres.

Situation: 26 De Vos Street, Paarlshoop.

Improvements: A simplex apartment building containing two one-bedroomed and four two-bedroomed units. Each apartment comprises an open plan living-room, dining-room and kitchen, bedroom/s, bathroom and individual garden area.

Terms: 10% (ten per centum) of the purchase price in cash upon conclusion of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per 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.

Note: This sale will take simultaneously with the auction of the remaining undivided half share in the erf on behalf of the trustee of the insolvent estate: N. van der Westhuizen, Master's Reference T2710/92, and each bid will be for both half shares.

Dated at Johannesburg on this the 10th day of November 1993.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Mr Davidson/KN.)

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

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), Plaintiff, and **Christiaan Jakob Delport**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, sales without reserve will be held at the property to be sold on 1 December 1993 at 12:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Undivided half share in Erf 131, Paarlshoop Township, Registration Division IQ, Transvaal.

Area: 744 square metres.

Situation: 28 De Vos Street, Paarlshoop.

Improvements: A simplex apartment building containing two one-bedroomed and four two-bedroomed units. Each apartment comprises an open plan living-room, dining-room and kitchen, bedroom/s, bathroom and individual garden area.

Terms: 10% (ten per centum) of the purchase price in cash upon conclusion of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per 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.

Note: This sale will take simultaneously with the auction of the remaining undivided half share in the erf on behalf of the trustee of the insolvent estate: N. van der Westhuizen, Master's Reference T2710/92, and each bid will be for both half shares.

Dated at Johannesburg on this the 10th day of November 1993.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Mr Davidson/KN.)

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

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

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 30 Junie 1993, sal 'n verkoping gehou word op 10 Desember 1993 om 10:00, by die verkoopplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 60, Roodepoort-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T50546/1992.

Die eiendom wat te koop aangebied word bestaan uit sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, enkelmotorhuis, bediendekamer, swembad, gepleisterde mure onder sinkdak, die eiendom is gesoneer Residensieel 1 en is geleë te Agste Laan 119, Roodepoort-Noord, Roodepoort, alhoewel geen waarborg in hierdie verband gegee word nie.

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

Gedateer te Roodepoort op die 2de dag van November 1993.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. AMC/CK/EL 0292.)

**Case 58383/93
PH 221**

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

In the matter between **The New Republic Bank Limited**, Execution Creditor, and **Pilsons Property Investments CC**, First Execution Debtor, and **Pillay, Nagapen**, Second Execution Debtor

On 3 December 1993 at 10:00, a public auction sale will be held at the Magistrate's Court, Fox Street Entrance, Johannesburg, at which the Sheriff of the Court will, pursuant to the judgment of the Court of this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, the immovable property being Erf 872, Fordsburg Township, Registration Division IR, Transvaal (hereinafter called the property) and in extent 248 square metres, held by Deed of Transfer T15002/1991.

Conditions of sale: The full conditions of the sale which will be read out by the Sheriff of the Court immediately before the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Johannesburg West, Second Floor, 32 Von Brandis Street, Johannesburg.

Dated at Johannesburg on this the 5th day of November 1993.

Chunilal & Tanna, Plaintiff's Attorneys, First Floor, Central House, 70 Central Avenue, Mayfair, P.O. Box 42650, Fordsburg. (Tel. 839-4357.) (Ref. C. Tanna/em.)

**Case 20867/93
PH 233**

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Gyorgy Szakmeister**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale with a reserve price of R100 000 will be held at the offices of the Deputy Sheriff, 8 Park Street, Kempton Park, on 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 may be inspected at the offices of the Deputy Sheriff, Kempton Park, prior to the sale:

Erf 1613, Birch Acres Extension 4 Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres, held under Deed of Transfer T53410/1980, situated at 43 Flamink Street, Birch Acres, Kempton Park.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Lounge, dining-room, three bedrooms, kitchen, two bathrooms, two toilets and garage.

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

Auctioneer's charges, which are also payable on the date of sale, are as follows: 5% (five per cent) on the proceeds of the sale up to R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R100.

Dated at Johannesburg this 9th day of November 1993.

Nathanson Bowman & Nathan, Plaintiff's Attorneys, Seventh Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Ref. D. W. Phillips.)

Case 31782/90

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

In the matter between **Nedcor Bank Limited** (No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Nicholas Richard Brandt**, First Defendant, and **Emily Hester Brandt**, 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 9 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 Erf 2548, Eldoradopark Extension 3 Township, Registration Division IQ, Transvaal, area 350 square metres, situation 591 Willow Crescent, Eldoradopark Extension 3.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, bathroom, kitchen, lounge and car-port with brick walls and wire fencing around property.

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

Dated at Johannesburg on the 5th day of November 1993.

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

Case 17258/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Fransiscus Cornelis van der Meer**, 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 9 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 Erf 429, Berea Township, Registration Division IR, Transvaal, area 495 square metres, situation 35 Joel Street, Berea, Johannesburg.

Improvements (not guaranteed): A vacant stand.

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

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

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7159-068.)

Case 5501/93
PH 170

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank of SA Limited**, Judgment Creditor, and **Tarpey, A. J.**, First Judgment Debtor, and **Lupini, Janita**, Second Judgment Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Deputy Sheriff, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on 8 December 1993 at 10:00, of the undermentioned property of the Second Judgment Debtor, on the conditions and which will lie for inspection at the offices of the Deputy Sheriff, Sandton, prior to the sale:

a. Section 24, as shown and more fully described on Sectional Plan SS125/1988 in the scheme known as Forest Mews, in respect of land and building/buildings situated at Bryanston Extension 16, Township, in the area of the Sandton Local Authorities, of which the floor area, according to the said sectional plan is 78 (seventy-eight).

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 this 9th day of November 1993.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 29-2681.) (Ref. N. Connell/lp/S4610.)

Case 31483/92
PH 170

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Ltd**, Judgment Creditor, and **Rainbow, J.A.**, Judgment Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Deputy Sheriff, Sandton, being 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on 8 December 1993 at 10:00, of the undermentioned property of the Judgment Debtor, on the conditions which lie for inspection at the offices of the Deputy Sheriff, Sandton, prior to the sale and which will be read out by the auctioneer at the time of the sale:

a. Sections 11 and 105, as shown and more fully described in the Sectional Plan 151/85 in the scheme known as Headingly, in respect of the land and building/buildings situated at Fairway Township, in the area of the Johannesburg Local Authority, of which the floor areas, according to the said sectional plan, are 10 (ten) and 170 (one hundred and seventy) square metres in extent respectively; 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 sectional plan; and

c. Corresponding to the street address as 111 Headingly, Jacobs Avenue, Illovo.

The following information is furnished *re* the improvements: Lounge, dining-room, bathroom plus shower, two bedrooms, passage, kitchen, scullery, laundry, servants' quarters, single garage, the walls are brick and the windows have steel frames.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of the transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

Auctioneers 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 this 4th day of November 1993.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 29-2681.) (Ref. N. Connell/F449.)

Case 13878/89
PH 128

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

In the matter between **The South African Breweries Limited**, Plaintiff, and **Bosmont Liquor Store CC**, trading as Bosmont Liquor Store, First Defendant, **Agostinho Antonio Pestana**, Second Defendant, and **Margaret Maureen Gamsu**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 December 1993 at 10:00, of the undermentioned property of the Defendants 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 1918, Eldoradopark Extension 1 Township, Registration Division IQ, Transvaal, situated at 117 Silver Street, corner Buccaneer Street, Eldoradopark Extension 1, area 1074 (one thousand and seventy-four) square metres.

Improvements (not guaranteed): Vacant stand.

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

Dated at Johannesburg this 21st day of September 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, J C I House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. Mrs A. Botha/WH/CD4047-7.)

Case 019164/91
PH 221

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

In the matter between **The New Republic Bank Limited**, Execution Creditor, and **Mabe, Solomon Peter Tshikare Lerole**, Execution Debtor

On 3 December 1993 at 10:00, a public auction sale will be held at the Magistrate's Court, Fox Street-entrance, Johannesburg, at which the Sheriff of the Court will, pursuant to the judgment of the Court of this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell the right, title and interest in respect of Erf 999, Diepkloof Extension Township, Registration Division IR, Transvaal (hereinafter called the property) and in extent 508 square metres held by Deed of Transfer T35538/1990.

The following improvements are reported but not guaranteed: *Dwelling:* A double-storey house consisting of two lounges, TV-room, dining-room, kitchen, four bedrooms, three bathrooms and two garages.

Conditions of sale: The full conditions of sale which will be read out by the Sheriff of the Court immediately before the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg on this the 1st day of November 1993.

Chunilal & Tanna, Plaintiff's Attorneys, First Floor, Central House, 70 Central Avenue, Mayfair; P.O. Box 42650, Fordsburg. (Tel. 839-4357.) (Ref. Mr C. Tanna/em.)

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 and previously United Building Society, Plaintiff, and **Pedersen, Hazel Anne**, First Defendant, and **Pedersen, Ronald Olaff**, 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 8 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 office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Holding 1, Lammermoor Agricultural Holdings, Registration Division JQ, Transvaal, measuring 5,0082 hectares, held by the Defendants under Deed of Transfer T7906/1992, being Crocodile Grove Road, Lammermoor Agricultural Holdings, Krugersdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, family room, dining-room, five bedrooms, two bathrooms/w.c., kitchen, four garages, three staff-rooms with bathroom/w.c., and granny flat consisting of three bedrooms, kitchen and bathroom.

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 sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 9th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z61980/Ms. Erasmus/cvdm.)

Saak 3306/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **A. A. Enslin**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 22 Junie 1993, sal die ondervermelde eiendom op 8 Desember 1993 om 10:00, aan die hoogste bieder by die kantore van die Balju, te Klarnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Gedeelte 7 van Erf 817, Noordheuwel-uitbreiding 4-dorpsgebied, groot 403 (vierhonderd en drie) vierkante meter, ook bekend as Jellimanstraat 42, Noordheuwel-uitbreiding 4, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan —

- (a) die bepalings van die Wet op Landdroshof en die regulasies daarkragtens uitgevaardig;
- (b) die voorwaardes van die Akte van Transport T43986/1992;
- (c) die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbetering is op die eiendom aangebring: Enkelverdieping met sitkamer, twee en 'n half badkamers, drie slaapkamers, gang, kombuis, eetkamer, twee toilette, stort en motorhuis. 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 Klarnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 2de dag van November 1993.

Willem C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. WVR/LF/IN1646/N208.)

Case 2831/92

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

In the matter between **The Body Corporate of Matzikama**, Plaintiff, and **S. M. le Seur**, Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Randburg, in the above-mentioned suit, a sale of the undermentioned property will be held with a reserve price of R65 046,69 in front of the Randburg Magistrate's Court, corner of Selkirk and Jan Smuts Avenue, Blairgowrie, on 8 December 1993 at 10:00, the conditions to be read out by the Sheriff of the Court, prior to the sale:

The property to be sold is certain Section 13, Matzikama, situated at Ferndale Township, Local Authority of Randburg, measuring 101 (one hundred and one) square metres, situated at 19 Matzikama, Hendrik Verwoerd Drive, Ferndale, Randburg, held by Certificate of Registered Sectional Title ST38951/1990.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A dwelling with the usual outbuildings.

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.

Sheriff's charges calculated at 4% (four per centum) of the selling price of the property to be paid in cash on the date of the sale.

Dated at Johannesburg on this the 6th day of September 1993.

Young-Davis (Randburg) Inc., First Floor, Standard Bank Centre, Oak Avenue (corner of Retail Avenue), Randburg. (Tel. 29-2681.) (Ref. Mrs M. Mengel/L00113.)

Case 18352/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Abrahamse, Leslie James**, First Defendant, and **Abrahamse, Gary John**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the Office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 7 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 Erf 514, Witkoppen Extension 6 Township, Registration Division JR, Transvaal, area 960 square metres, situated 3 Emerald Street, Witkoppen Extension 6, Sandton.

Improvements (not guaranteed): Single-storey brick dwelling under tiles, entrance-hall, lounge, dining-room, kitchen, three bedrooms, dressing area, two bathrooms, shower, two toilets; floors—fitted carpets/novilon; carport and fenced 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 21st day of October 1993.

P. le Mottee, for Dykes Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. le Mottee/IJ/N3110.)

Case 20435/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Moloantoa Faithful Thepe**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 December 1993 at 10:00, of the undermentioned immovable property of the Defendant on conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 48, as shown and more fully described on Sectional Plan SS125/1982, in the scheme known as Marble Arch in respect of the land and building or buildings, situated at Johannesburg Township, Local Authority of Johannesburg, measuring 144 m², held by the Defendant under Deed of Transfer ST125/1982 (48) (Unit), being 806 Marble Arche, 36 Goldreich Street, Hillbrow.

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, three bedrooms and bathroom/w.c.

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 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 centum) 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 30th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Ms Erasmus/hs.) (Account No. Z72342.)

Case 34585/92
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Meadows Jacqueline Georgine**, 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, 8 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 office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Erf 741, Brackendowns Township, Registration Division IR, Transvaal, measuring 1 120 m², held by the Defendant under Deed of Transfer T8442/1992, being 7 Pendoring Street, Brackendowns.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, kitchen, two bathrooms/w.c., garage and 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 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 centum) 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 3rd day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z62165/Ms Erasmus/hs.)

Case 20660/91
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 **Diogo, Jorge Manuel Anatole Marques Rodrigues**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 341, The Hill Extension 1 Township, Registration Division IR, Transvaal, measuring 811 m², held by the Defendant under Deed of Transfer T6682/90, being 46 Third Avenue, The Hill Extension 1, Johannesburg.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms, separate toilet, kitchen, single garage, servant's room and w.c.

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 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 centum) 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 centum) 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) (Ref. Ms Erasmus/cvdm.) (Account No. Z26157.)

Case 647/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Dudley, Julie Margaret**, First Defendant, and **Dudley, Robert Leslie**, 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 8 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 office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Holding 41, Sonnedal Agricultural Holdings, Registration Division IQ, Transvaal, measuring 4,0699 hectares, held by the Defendants under Deed of Transfer T20459/1992, being Plot 41, D. F. Malan Drive, Sonnedal, Krugersdorp.

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

The dwelling consists of entrance hall, lounge, dining-room, four bedrooms, bathroom/w.c. and shower, separate bathroom/w.c., kitchen, laundry, separate w.c., two garages, four servants' quarters, two store-rooms and bathroom/w.c.

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 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 centum) 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 5th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z62915/Ms Erasmus/hs.)

Case 22314/93
PH 267IN 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 **Holtzhausen Willem Pieter**, First Defendant, and **Holtzhausen Rosanna Pamela**, 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 9 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

0019 Althea Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,9679 hectares, held by the Defendants under Deed of Transfer T10623/93, being 19 Harley Street, Althea.

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

The dwelling consists of lounge, dining-room, family room, two bedrooms, bathroom/w.c. and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or 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 centum) 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 centum) 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) (Ref. Ms Erasmus/cvdm.) (Account No. Z74490.) Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400) (Ref. Mr Bouwman.)

Case 23299/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Bianchina Benjamin Culistina**, First Defendant, and **Bianchina Hester Maria**, 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 Springs at 56 12th Street, Springs, on Friday, 3 December 1993 at 11:00, 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 office of the Sheriff for the Supreme Court, Springs, at 56 12th Street, Springs:

Erf 1327, Springs Extension, Registration Division IR, Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer T12550/92, being 10 Worcester Street, Springs.

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

The dwelling consists of entrance hall, lounge, dining-room, two bedrooms, bathroom/w.c., kitchen, laundry, garage, servant's room and outside w.c.

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.

The purchaser shall, on the day of the sale, pay 5% (five per centum) 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 21st day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z77646/Mr King/kw.)

Case 11346/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tladi Nketsi Fanie**, First Defendant, and **Tladi Nomahlubi Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Boksburg at 182 Leeupoort Street, Boksburg, on Friday, 10 December 1993 at 11:15, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 686, Windmill Park Extension 1 Township, Registration Division IR, Transvaal, measuring 1 000 m², held by the Defendants under Deed of Transfer T22220/90, being 230 De Waal Street, Windmill Park Extension 1, Boksburg.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 21st day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z68152/Mr King/kw.)

Case 17232/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Erf 721 Bedfordview CC**, First Defendant, and **Vogdanos Panayiotis**, 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, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 9 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, Germiston at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Remaining extent of Erf 721, Bedfordview Extension 161 Township, Registration Division IR, Transvaal, measuring 1 746 m², held by the Defendants under Deed of Transfer T24889/1992, being 22A Pamin Road, Bedfordview.

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

The dwelling consists of entrance hall, lounge, dining-room, family room, study, kitchen, scullery, pantry, three bedrooms, bathroom, w.c., bathroom, w.c., shower, two patios and w.c.

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.

The purchaser shall, on the day of the sale, pay 5% (five per centum) 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 30th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, Allied Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Ms Erasmus/hs.)

Case 21603/93
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 **Van der Westhuizen Jasper Petrus**, First Defendant, and **Van der Westhuizen, Doris Edith Caroline**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 9 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Holding 70, Gardenvale Township, Registration Division IR, Transvaal, measuring 4,3083 hectares, held by the Defendants under Deed of Transfer T50889/90, being 70 Nelson Street, Gardenvale.

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., two separate w.c., kitchen and two garages.

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 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 centum) 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 centum) 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) (Ref. Ms Erasmus/cvdm.) (Account No. Z74151.) Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400) (Ref. Mr Bouwman.)

Case 6324/93
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 **Intaka Mariane**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 9 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Erf 4680, Ennerdale Township, Registration Division IR, Transvaal, measuring 450 m², held by the Defendant under Deed of Transfer T2584/1988, being 4680 Bonamite Close, Ennerdale.

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

The dwelling consists of lounge, dining-room, two bedrooms, bathroom/w.c., separate w.c. with shower, kitchen and patio.

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 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 centum) 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 centum) 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) (Ref. Ms Erasmus/cvdm.) (Account No. Z65761.) Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400) (Ref. Mr Bouwman.)

Case 23026/92
PH 267IN 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 **Glass Ralph Charles Ernest**, First Defendant, and **Adams Farida**, 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 9 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Portion 56 of Erf 5398, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, measuring 406 m², held by the Defendants under Deed of Transfer 31963/1988, being 72 Paul Crescent, Ennerdale, Odin Park.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or 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 centum) 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 centum) 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) (Ref. Ms Erasmus/cvdm.) (Account No. Z53790.) Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400) (Ref. Mr Bouwman.)

Case 17361/93
PH 267IN 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 **Goncalves da Costa Justino Manuel Vincente**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 9 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Portion 12 of Erf 23, Kliprivier Township, Registration Division IQ, Transvaal, measuring 1 266 m², held by the Defendant under Deed of Transfer T73432/89, being 12 Viljoen Avenue, Kliprivier.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, two garages, work room and store-room.

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 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 centum) 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 centum) 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) (Ref. Ms Erasmus/cvdm.) (Account No. Z72135.) Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400) (Ref. Mr Bouwman.)

Case 7283/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Tsakala Aaron Charles**, First Defendant, and **Tsakala Constance**, 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 Sheriff for the Supreme Court, Sandton, at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Ferndale, Randburg, on Wednesday, 8 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, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg:

Erf 4787, Bryanston Extension 45 Township, Registration Division IR, Transvaal, measuring 1 539 m², held by the Defendants under Deed of Transfer T83486/1992, being 25 Royce Road, Bryanston, Sandton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consist of entrance-hall, lounge, dining-room, family room, study, kitchen, three bedrooms, two bathrooms/w.c, patio, servant's room/w.c. and shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 30th day of October 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/hs.) (Accout No. Z6636.)

Case 17358/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Barkhuizen Leon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 8 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 of the Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton.

Erf 3049, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal, measuring 1 600 m², held by the Defendant under Deed of Transfer T21189/1990, being 20 Gembok Street, Brackenhurst, 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, kitchen, three bedrooms, bathroom/w.c, seperate w.c. and shower, scullery, double garage and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 28th day of October 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Miss. Erasmus/hs.) (Account No. Z71977.)

Case 12987/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Erf 15/838 Lonehill X13 BK**, First Defendant, and **Du Toit Wilhelm George**, 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 Sheriff for the Supreme Court, Sandton, at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 8 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, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg:

Portion 15 of Erf 838, Lonehill Extension 13, Registration Division IR, Transvaal, measuring 567 m², held by the Defendants under Deed of Transfer T5847/92, being 15/838 Scales Road, Lonehill Extension 13, Bryanston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consist of entrance-hall, lounge, dining-room, two bedrooms, two bathrooms, dressing-room, kitchen, two garages, servant's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 24th day of October 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Mrs Erasmus/cvdm.) (Account No. Z68105.)

Case 18691/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Beeton Mark Leonard** First Defendant, and **Magrietha Susanna Magdalena**, 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, 8 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 2444, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal, measuring 1 537 m², held by the Defendants under Deed of Transfer T21159/1992, being 14 Poppy Street, Brackenhurst, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consist of lounge, dining-room, family room, three bedrooms, bathroom/w.c., w.c./shower, kitchen, two carports 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, 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 28th day of October 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Miss Erasmus/hs.) (Account No. Z73002.)

Case 19153/93
PH 267

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

In the matter between **ABSA BANK Limited**, Allied Bank Division, Plaintiff, and **Lou Tonny**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg, on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Remaining Extent of Erf 365, Regents Park Estate Township, Registration Division IR, Transvaal, measuring 248 square metres, held by the Defendant under Deed of Transfer T1377/92, being 50 Fred Street, Regents Park, Johannesburg.

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

The dwelling consists of lounge, kitchen, three bedrooms, bathroom/w.c., servant's room, garage 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 28th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/hs.) (Account No. Z73056.)

Case 22616/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK Limited**, (Allied Bank Division), Plaintiff, and **Mkhize Mandlakhe Phillip**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg, on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 3699, Kensington Township, Registration Division IR, Transvaal, measuring 595 square metres, held by the Defendant under Deed of Transfer T48095/1992, being 34 Patrol Street, Kensington.

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

The dwelling consists of entrance-hall, lounge, kitchen, sun room, three bedrooms, bathroom, w.c. and shower, separate w.c., servant's room, store-room, garage, two carports and two w.c.'s.

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 30th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/hs.) (Account No. Z73948.)

Case 19670/93

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 **Elgie Keith John**, First Defendant, and **Elgie Elaine Patricia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Portion 1 of Erf 2074, measuring 124 square metres, Portion 1 of Erf 2075, measuring 248 square metres, Portion 1 of Erf 2076, measuring 124 square metres and Portion 1 of Erf 2077, measuring 248 square metres, Kensington Township, Registration Division IR, Transvaal, held by the Defendants under Deed of Transfer T52566/92, being 63 Mars Street, Kensington, Johannesburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, study, kitchen, scullery, laundry, three bedrooms, bathroom/w.c./shower, staff room and bathroom/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 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.) (Account No. Z71249.)

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

In the matter between **ABSA BANK Limited**, (United Bank Division), Plaintiff, and **Matza Simon-Tov**, First Defendant, and **Matza Orit**, 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, Sandton, at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg on Wednesday, 8 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 Supreme Court, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg:

Erf 880, Hurlingham Extension 5 Township, Registration Division IR, Transvaal, measuring 1 107 square metres, held by the Defendants under Deed of Transfer T70060/91, being 5 Mont Blois Place, Hurlingham Extension 5.

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./shower, kitchen, patio and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdn.) (Account No. Z67028.)

Case 22336/93
PH 267IN 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 **Swart David Nicholas**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 285, Turffontein Township, Registration Division IR, Transvaal, measuring 495 square metres, held by the Defendant under Deed of Transfer T4650/1992, being 155 Donnelly Street, Turffontein.

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

The dwelling consists of entrance-hall, lounge, two bedrooms, bathroom/w.c., kitchen, dining-room, garage, 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 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.) (Ref. Ms Erasmus/cvdn.) (Account No. Z74539.)

Case 6435/93
PH 267IN 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 **Fiorentina Projects CC**, First Defendant, and **Hartslief Anthony Kyle**, Second Defendant, and **Hartslief Wendy**, 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 the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg, on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 49, Oaklands Township, Registration Division IR, Transvaal, measuring 3 718 square metres, held by the Defendants under Deed of Transfer T12337/1990, being 6 Park Street, Oaklands, Johannesburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, two bathrooms, kitchen, scullery, two garages, six servant's, two outside bathrooms and study, flatlet consists of playroom, breakfastnook, bedroom, lounge, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 4th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.) (Account No. Z64544.)

Case 17229/93
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 **De Lange Barend Jacobus**, First Defendant, and **De Lange Anna Martha Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Portion 16 of Erf 1783, Triomf, Johannesburg Township, Registration Division IQ, Transvaal, measuring 509 square metres, held by the Defendants under Deed of Transfer T54380/92, being 43 Best Street, Triomf, Johannesburg.

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

The dwelling consists of family-room, dining-room, lounge, study, three bedrooms, kitchen, two bathrooms/w.c., servant's room and pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.) (Account No. Z72138.)

Case 17215/93
PH 267

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

In the matter between **ABSA Bank Limited**, (United Bank Division), Plaintiff, and **Kumalo Thabo Gladman**, 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, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston on Thursday, 9 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 Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Erf 108, Malvern East Township, Registration Division IR, Transvaal, measuring 614 square metres, held by the Defendant under Deed of Transfer T29147/1992, being 30 McAlphine Street, Malvern East, Germiston.

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

The dwelling consists of entrance-hall, lounge, kitchen, scullery/pantry, three bedrooms and bathroom/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 30th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/hs.) (Account No. Z72072.)

Case 04655/92
PH 267

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

In the matter between **ABSA Bank Limited**, (Allied Bank Division), Plaintiff, and **Brough Derek John**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 90, Oakdene Extension 1, Registration Division IR, Transvaal, measuring 1 779 square metres, held by the Defendant under Deed of Transfer T40629/91, being 13 Paardeberg Road, Oakdene Extension 1, Johannesburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, family-room, three bedrooms, dressing room, kitchen, bathroom/w.c., and shower, scullery, double garage, servant's room, w.c./shower and patio.

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 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.) (Account No. Z43259.)

Case 22244/91
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 **Bonner Daniel Aloysius**, First Defendant, and **Bonner Joan Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 56, Bramley View Township, Registration Division IR, Transvaal, measuring 1 698 square metres, held by the Defendants under Deed of Transfer T20685/1988, being 2 Crescent Road, Bramley View, Johannesburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, study, four bedrooms, bathroom, two separate w.c./shower, kitchen, double garage, servant's room, bathroom and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.) (Account No. Z28106.)

Case 5968/93

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 **Gambarana Gail Rosemary**, First Defendant, and **Gambarana John**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 482, Glenanda Township, Registration Division IR, Transvaal, measuring 991 square metres, held by the Defendant under Deed of Transfer T19074/90, being 6 Van Wyk Avenue, Glenanda, Johannesburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, family-room/study, three bedrooms, two bathrooms, separate w.c., kitchen, scullery, double carport, servant's room, 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 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdn.) (Account No. Z23163.)

Case 12798/93

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 **Czekmany 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 for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 28 as shown and more fully described on Sectional Plan SS49/1984, in the building or buildings known as Parkview, situated at the Township of Berea, measuring 95 square metres, held by the Defendant under Certificate of Registered Sectional Title ST491983 (28) (Unit), being 61 Parkview, 18 Lily Avenue, Berea, Johannesburg.

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

The dwelling consists of entrance-hall, lounge/dining-room, two bedrooms, bathroom/w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or 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.) (Ref. Ms Erasmus/cvdn.) (Account No. Z67626.)

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 **Daniel, Gilbert Reginald**, First Defendant, and **Daniel, Florence Winifred**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg on Thursday, 9 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, Johannesburg, 131 Marshall Street, Johannesburg:

Section 56 as shown and more fully described on Sectional Plan SS67/1984, in the building or buildings known as Arvin Court, measuring 47 square metres, held by the Defendants under Deed of Transfer ST67/1984 (56) (Unit), being Flat 708, Arvin Court, corner of Catherine and O'Reilly Streets, Berea, Johannesburg.

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

The dwelling consists of lounge, bedroom, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdn.) (Account No. Z28107.)

Case 16225/93

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 **Mold Investments CC**, First Defendant, and **Melman, Ann Paula**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg on Thursday, 9 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, Johannesburg, 131 Marshall Street, Johannesburg:

Remaining Extent of Stand 762, Orange Grove Township, Registration Division IR, Transvaal, measuring 431 square metres, held by the Defendants under Deed of Transfer T17621/90, being 4 Princess May, Orange Grove.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, two bathrooms, kitchen, servant's room, store-room and bathroom.

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 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdn.) (Account No. Z57059.)

Case 5969/93
PH 267IN 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 **Ansara, Errol Bernard**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg on Thursday, 9 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, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 328, Suideroord Township, Registration Division IR, Transvaal, measuring 1 349 square metres, held by the Defendant under Deed of Transfer T33272/90, being 96 Seder Street, Suideroord.

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/w.c., shower/w.c., kitchen, servant's room, storeroom and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdh.) (Account No. Z46548.)

Case 6327/93
PH 267IN 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 **Boer, Leslie Norman**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 1227, Malvern Township, Registration Division IR, Transvaal, measuring 495 square metres, held by the Defendant under Deed of Transfer T7062/1986, being 45 St. Frunquin Street, Malvern.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c./shower, shower, bathroom/w.c., kitchen, laundry, garage, servant's room, store 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 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdh.) (Account No. Z65858.)

Case 12180/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Combined Mortgage Nominees (Proprietary) Limited**, Plaintiff, and **Walter, Heinz Erich**, 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, 10 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 Supreme Court, Roodepoort at 182 Progress Avenue, Technikon, Roodepoort:

Remaining extent of Erf 139, Technikon Township, Registration Division IQ, Transvaal, measuring 6 491 m², held by the Defendant under Deed of Transfer T25066/1989, being 106 Main Reef Road, Technikon, Roodepoort.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of a collection of industrial buildings.

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 on this the 9th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Mr Georgiades/RdS.) (Account: I67113.)

Case 12179/93
PH 267

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

In the matter between **Combined Mortgage Nominees (Proprietary) Limited**, Plaintiff, and **Robert Copelyns CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 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 Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

Portion 1 of Erf 211, Selby Township, Registration Division IR, Transvaal, measuring 1 289 m², held by the Defendant under Deed of Transfer F8139/1949, being 17 Roger Street, Selby, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of a factory and offices.

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 on this the 28th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Mr Georgiades/RdS.) (Account: I64244.)

Case 23045/93
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 **Green-Thompson, Cedric Thomas**, First Defendant, and **Green-Thompson, Riana**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 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, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 570, Troyville Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer T49753/92, being 18 Cornelia Street, Troyville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, family room, four bedrooms, two bathrooms, shower, kitchen, scullery and dressing room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 24th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdn.) (Account Z74949.)

Case 17924/89
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 **Dietrich, Glenda**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 2 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Erf 4977, Ennerdale Extension 14 Township, Registration Division IQ, Transvaal, measuring 3 751 m², held by the Defendant under Deed of Transfer T11665/87, being 42 Spinal Road, Ennerdale Extension 14, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of porch, lounge, kitchen, two bedrooms, bathroom and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 25th day of October 1992.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.) (Account Z23067.) Or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Saak 6653/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **R. Naidoo**, Eerste Verweerder, en **P. Naidoo**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 30 September 1993, en 'n lasbrief vir eksekusie gedateer 22 September 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 8 Desember 1993 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 816, Palm Ridge-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Feliciastraat 12, Palm Ridge-dorpsgebied, groot 805 vierkante meter, gehou deur R. Naidoo en P. Naidoo, onder Akte van Transport T19640/90.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteenmure bestaande uit kombuis, sitkamer, eetkamer, drie slaapkamers, badkamer met toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. **Terme:** Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouvereniging waarborg. 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 Johriahof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 8ste dag van November 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N1939.)

Saak 5410/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06) (Natal Bouvereniging Bpk.), Eiser, en **J. L. Kgosi**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 20 September 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 10 Desember 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 734, in die Sebokeng Eenheid 10-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 445 vierkante meter.

Verbeterings: Volvloermatte en novilon, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet en omheining.

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprijs in kontant op die dag van verkoping;

(b) die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark hierdie 5de dag van November 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. I.30257/ip.)

Saak 5268/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06) (Natal Bouvereniging Bpk.), Eiser, en **M. P. Ramantswana**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 20 September 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 3 Desember 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 3280, Evaton-Wes-dorpsgebied-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 375 vierkante meter.

Verbeterings: Sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprijs in kontant op die dag van verkoping;

(b) die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark hierdie 5de dag van November 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. I.20082/ip.)

Saak 3698/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **J. P. & E. J. Mabena**, Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 16 Julie 1992 toegestaan is, op 3 Desember 1993 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkoms die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 208, kwaGuqa-uitbreiding 2, Registrasieafdeling JS, Transvaal, groot 350 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport TL45943/89.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.
3. Die eiendom word voetstoots verkoop.
4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 9de dag van November 1993.

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

Case 9927/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Luis: Luis Alberto da Silva**, 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 9 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: Portion 70 (a portion of Portion 5), of the farm Bronkhorstspuit 329, Registration Division IQ, Transvaal.

Situation: Portion 70 (a portion of Portion 5), of the farm Bronkhorstspuit 329, Vereeniging Road.

Area: 8,8341 (eight comma eight three four one) hectares.

Improvements (not guaranteed): A small dwelling under iron roof consisting of bedroom, kitchen and lounge.

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 10th day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NY57E/mgh/tf.)

Case 27575/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maqungo: Bryce**, 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, 9 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 291, Orlando West Extension Township, Registration Division IQ, Transvaal.

Situation: 291 Morale Street, Orlando West Extension.

Area: 265 (two hundred and sixty-five) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, under asbestos roof and enclosed with wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per 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 10th day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO161E/mgh/tf.)

Saak 25389/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Wood Paul Sidney**, Eerste Verweerder, en **Wood Helena Susanna**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 8 Desember 1993 om 10:00, verkoop word deur die Balju te kantore van die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1302, Brackendowns-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 997 vierkante meter, ook bekend as De Waalstraat 114, Brackendowns.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met portaal, sitkamer, badkamer/stort/toilet, aparte toilet, drie slaapkamers, kombuis en motorhuis.

Datum: 9 November 1993.

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

Saak 6930/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **L. Naidoo**, Eerste Verweerder, en **J. Naidoo**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 25 Oktober 1993, en 'n lasbrief vir eksekusie gedateer 6 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 8 Desember 1993 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 640, Palm Ridge-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Combretumstraat 39, Palm Ridge-dorpsgebied, groot 945 vierkante meter, gehou deur L. Naidoo en J. Naidoo, onder Akte van Transport T62098/91.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

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

Hoofgebou: Teëldak met gepleisterde baksteenmure bestaande uit kombuis, sitkamer, twee slaapkamers, badkamer met toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 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 Johriahof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 8ste dag van November 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N1967.)

Case 27577/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ramotale: Milton**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 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 4773, Orlando East Township, Registration Division IQ, Transvaal.

Situation: Erf 4773, Orlando East.

Area: 354 (three hundred and fifty-four) square metres.

Improvements (not guaranteed): Bedroom, bathroom, kitchen, two garages, store-room, under iron roof and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this 10th day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ95E/mgh/tf.)

Case 27678/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Goncalves: Jose Manuel Dos Santos**, First Defendant and **Goncalves: Ana Paula Esteves**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 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 sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: Erf 284, Regents Park Estate Township, Registration Division IR, Transvaal.

Situation: 41 Marjorie Street, Regents Park Estate.

Area: 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Entrance-hall, lounge, dining-room, three bedrooms, two full bathrooms, kitchen, wash-up/laundry, garage, under tiled roof, enclosed with precast walls, concrete driveway, staff quarters and outside ablution.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this 10th day of December 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV120E/mgh/tf.)

Case 27576/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Madi: Mandlenkosi Philemon**, 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 De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 9 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 4804, Ennerdale Extension 11 Township, Registration Division IQ, Transvaal.

Situation: 7 Diamond Close, Ennerdale Extension 11.

Area: 725 (seven hundred and twenty-five) square metres.

Improvements (not guaranteed): Four bedrooms, two bathrooms, lounge, dining-room, kitchen, study, family room, garage, two carports, enclosed with brick walls, under tiled roof, paved driveway and outside ablutions.

Terms: A cash payment immediately on the property being knocked down to the purchaser of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account with the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this 10th day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO160E/mgh/tf.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkala: Nokuthula Marjorie**, Defendant.

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 9 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 1068, Moroka Township, Registration Division IQ, Transvaal.

Situation: Lot 1068, Moroka.

Area: 315 (three hundred and fifteen) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, two garages/store-room, under iron and asbestos roof, concrete driveway and property enclosed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 10th day of November 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO158E/mgh/tf.)

Case 6205/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jacobus Frederik Cornelius Verster**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 10 December 1993 at 11:00, of:

Portion 187 (a portion of Portion 93) of the farm Haakdoornboom 267, Registration Division JR, Transvaal, measuring 8,5653 hectare, known as ROW Plot 187, Haakdoornboom 267.

Particulars are not guaranteed.

Vacant land.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-379740/JAA/J. S. Herbst.)

Saak 14/93

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

In die saak tussen **ABSA Bank Beperk**, Applikant, en **Le Roux, Jesaja Jeremia**, Eerste Respondent, en **Le Roux, Hester Sophia**, Tweede Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 23 Februarie 1993, en 'n lasbrief vir eksekusie word die volgende eiendomme in eksekusie verkoop op 10 Desember 1993 om 09:00, by die kantore van die Balju, Kerkstraat, Nigel, aan die hoogste bieder:

1. Hoewe 6, Bothasgeluk-landbouhoewes, Nigel, Registrasieafdeling IR, Transvaal, groot 1,8844 (een komma agt agt vier vier) hektaar, sonering Landbouhoewe, gehou kragtens Akte van Transport T63930/1988, geleë te Plot 6, Bothasgeluk, Nigel.

Geen reserweprys, onderworpe aan bekragtiging in terme van klousule 14 van die verkoopvoorwaardes.

Die eiendom bestaan uit 'n leë en onontwikkelde perseel, Hoewe 7, Bothasgeluk-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 1,8844 (een komma agt agt vier vier) hektaar, gehou kragtens Akte van Transport T63930/1988, geleë te Plot 7, Bothasgeluk, Nigel.

Geen reserweprys, onderworpe aan bekragtiging in terme van klousule 14 van die verkoopvoorwaardes.

Die eiendom bestaan uit 'n leë en onontwikkelde perseel met skuur staalraamwerk plus minus 55 vierkante meter en boorgat.

Terme en voorwaardes:

Terme: Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Adjunkbalju, van onmiddellik voor die verkoping uitgelees sal word, ter insae by die kantoor van die Adjunkbalju.

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

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mallgebou, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. W. A. du Randt/tvr/L47.)

Saak 6729/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jan Breytenbach**, Eerste Verweerder, en **Aletta Susanna Visser**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 19 Mei 1992, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 10 Desember 1993 om 10:00, by die ondergemelde perseel, aan die hoogste bieder:

Gedeelte 32 ('n gedeelte van Gedeelte 26) van die plaas Kareekuil 356, Registrasieafdeling IO, Transvaal, groot 134,9637 hektaar, gehou kragtens Akte van Transport T36538/1972, geleë in die distrik Lichtenburg.

Daar is geen reserweprys nie.

Die eiendom is omhein en verdeel in vier kampe. Dit is verbeter met boorgat met elektriese motor en kragkop en 'n dam. Op die eiendom is 'n vyfslaapkamerwoonhuis, 'n woonstel, viervertrekbuitegebou en sinkstoor. Geen waarborg word in hierdie verband gegee 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 Balju van die Hooggeregshof, Lichtenburg, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Langstraat 54A, Lichtenburg.

Geteken te Pretoria op hierdie 12de dag van November 1993.

Tim du Toit & Kie Ing., Prokureur vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 325-2277/88.) (Verw. mnr. De Vos/mvz.)

Saak 17324/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Marble Hall Lewendehawe BK**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 22 Maart 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 3 Desember 1993 om 10:00, voor die Landdroskantoor, Groblersdal, aan die hoogste bieder, sonder 'n reserweprys:

Gedeelte 556, van die plaas Loskop-Noord 12, Registrasieafdeling JR, Transvaal, groot 43,3630 hektaar, gehou kragtens Akte van Transport T1300/91.

Die eiendom is gesoneer vir landboudoeleindes. Daar is geen verbeterings op die eiendom nie. Geen waarborg word in hierdie verband gegee 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 Balju van die Hooggeregshof van Groblersdal, onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Balju, Groblersdal. (Tel. 91202-3101.)

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

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 320-6753.) (Verw. mnr. De Villiers/hs.)

Case 37899/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Joao Carlos Silverio Dos Santos**, First Defendant, and **Maria de Fatima Rosa Martins Dos Santos**, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 9 December 1993 at 10:00:

Remaining Extent of Erf 1276, Pretoria Township, Registration Division JR, Transvaal, measuring 1 428 (one thousand four hundred and twenty-eight) square metres, known as 230 Van Hagen Street, Pretoria West.

Particulars are not guaranteed: Dwelling: Entrance-hall, lounge, kitchen, two bedrooms, bathroom, toilet, staff room and single carport.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 314.) (Ref. N1/B-373858/JAA/M. Oliphant.)

Case 70868/92

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Francois Louis du Plessis**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 9 December 1993 at 10:00, of:

Remaining extent of Erf 305, situate in the Town Claremont (Pretoria), Registration Division JR, Transvaal, measuring 1 276 square metres, known as 929 Weir Street, Claremont.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms, bathroom, single garage, servant's room and toilet.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-347361/JAA/J. S. Herbst.)

Case 61825/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johannes Marthinus Botha**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 9 December 1993 at 10:00, of:

Erf 2438, Danville Township, Registration Division JR, Transvaal, measuring 694 square metres, known as 84 Duff Street, Danville.

Particulars are not guaranteed.

Dwelling with entrance-hall, lounge, kitchen, three bedrooms, bathroom, staff room, garage and w.c.

Inspect conditions of Sheriff Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-379784/JAA/J. S. Herbst.)

Case 6380/93

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

In the matter between **ABSA Bank Limited** (Trustbank Division), Plaintiff, and **Johan Pelser**, First Defendant, and **Jeanette Pelser**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 10 December 1993 at 11:00, of:

Erf 1072, situate in the Township Dorandia Extension 15, Registration Division JR, Transvaal, measuring 906 square metres, known as 423 Emma Street, Dorandia Extension 15.

Particulars are not guaranteed.

Dwelling with entrance-hall, lounge, dining-room, kitchen, three bedrooms, three bathrooms, study, scullery, double garage, granny flat.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-379778/JAA/J. S. Herbst.)

Case 32608/91
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd**, United Bank Division, Plaintiff, and **Rautenbach, Estelle**, I/D 5910220131002, First Defendant, and **Rautenbach, Gert Hendrik**, 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, 9 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 203, Hurst Hill Township, Registration Division IR, Transvaal, being 25 St Ermins Road, Hurst Hill, measuring 392 (three hundred and ninety-two) 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 with shower and toilet, kitchen, pantry, laundry and porch. *Outbuildings:* Room, toilet and single carport.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per 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 4th day of November 1993.

Bowman Gilfillan Hayman Godfrey Inc, Plaintiff's Attorneys, 10th Floor, JCI-House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. PM Carter/GGLIT 302885.)

Case 32622/92

In the matter between **First National Bank of South Africa Ltd**, Plaintiff, and **Christiaanse, Vincent Norman**, First Defendant, and **Christiaanse, Caroline Margaret**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale will be held at the salesrooms of the Sheriff, 182 Progress Road, Technikon, District of Roodepoort, on 10 December 1993 at 10:00, in respect 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 Deputy Sheriff, Roodepoort, prior to the sale:

The property will be sold to the highest bidder and the sale shall be sold for rands and no bid for less than R10 (ten rand) shall be accepted.

The property is Portion 7 of Erf 215, Fleurhof Township, Registration Division IQ, Transvaal, measuring 281 (two hundred and eighty-one) square metres, held by Deed of Transfer T55773/1988, subject to the conditions, servitudes and reservation of mineral rights therein contained.

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

House consisting of: Lounge, dining-room, two bathrooms, three bedrooms, passage, kitchen and single garage.

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

Michael A. Goldberg, Plaintiff's Attorney, Second Floor, Leebram House, corner of Biccand and Jorrisen Streets, Braamfontein, Johannesburg. (Tel. 403-2861.) (Fax. 403-2672.) (Ref. MG/MD/F27.)

Case 6329/92
PH 1IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Sunset Park (Pty) Ltd**, Execution Creditor, and **Siphandela Isaac Mabuza**, 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 price will be held at the Sheriff's Offices, 131 Marshall Street, Johannesburg, on Thursday, 9 December 1993 at 10:00 of the right, title and interest of the execution debtor in the leasehold in the undermentioned property on the conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, prior to the sale:

Stand 2383, Orlando East Township.

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

A single-storey north facing dwelling, walls of plastered brick, carpeted and tiled, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and w.c, garage, servant's room, store-room and w.c.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2,5% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges of R30 (thirty rand).

Dated at Johannesburg on this day of October 1993.

Erasmus-Morris, Second Floor, Metal Box Centre, 25 Owl Street, Aucland Park. (Tel. 726-8032.) (Ref. Mr Dansky/nb/J6686.)

Case 16575/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **R. Nieuwoudt**, Defendant

A sale in execution will be held on 10 December 1993 at 08:30, by the Sheriff for Brits, at the Sheriff's Office, 46 Ludorf Street, Brits, of:

Unit 26, shown on Sectional Plan SS37/86, in the building Villa Ifafi, situated at Erf 639, Ifafi, Local Authority City Council Hartebeespoort, measuring 111 (one hundred and eleven) square metres; and.

An undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST87651/92 dated 23 September 1992, known as Flat 26, Villa Ifafi, Mauser Street, Ifafi.

Particulars are not guaranteed: Unit with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, garage.

Inspect conditions of Sheriff for Brits, 46 Ludorf Street, Brits.

Date: 1993-11-12.

MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 28-6770 X227.) (Ref. N1-C/379736/JAA/Miss A-M. Botes.)

**Case 23078/93
PH 124**

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Hugh Godfrey Blyth**, First Defendant, and **Karin Beth Blyth**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 8 Park Street, Kempton Park, at Thursday, 9 December 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 1819, Van Riebeeck Park Extension 16 Township, Registration Division IR, Transvaal, being 37 Linda Street, Van Riebeeck Park Extension 16, measuring 991 square metres.

Improvements described hereunder are not guaranteed:

Main building: Entrance-hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., w.c./shower and kitchen.
Outbuildings: Carport.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 4th day of November 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 16326/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Javie Investments CC**, First Defendant, and **Gericke, George Bastian**, 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 Deputy Sheriff at 131 Marshall Street, Johannesburg, on 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 offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Erf 671 and 713, Troyeville Township, Registration Division IR, Transvaal (Flat 1, 17 Hellier Street), held under Deed of Transfer F1428/59, measuring 447 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of 10 bedroom units.

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 21 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).

The sale may be subject to VAT which will be payable by purchaser.

Date: 26 October 1993.

Langstaffe Bird & Co., Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 7025/93
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mphanya, Spector Jacob**
(Identity Number 1-45705), 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, on 3 December 1993 at the Main Entrance Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, 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, Vanderbijlpark, prior to the sale:

Erven 19926 and 19927, Sebokeng Unit 14, measuring 266 square metres.

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

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 (one hundred rand).

Dated at Johannesburg this the 3rd day of November 1993.

Bowman Gilfillian Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, Johannesburg; P.O. Box 2439. (Tel. 836-2811.) (Ref. Mr Carter/sn/PC 441124.)

Case 842/93
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **John Kotsianis**, First Defendant,
and **Roselyn Kotsianis**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 8 December 1993 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

1. Portion 3 of Erf 5, Morningside Manor Township, Registration Division IR, Transvaal, being 3 Alon Street, Morningside Manor, measuring 3 916 square metres.

2. Erf 448, Morningside Extension 53 Township, Registration Division IR, Transvaal, being 2 Michelle Street, Morningside Extension 53, measuring 417 square metres.

Improvements described hereunder are not guaranteed: Vancant land.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 1st day of November 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/ld.)

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

In the matter between **United Building Society Limited**, Plaintiff, and **Hoban, Donal Patrick**, First Defendant, and **Hoban, 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 Deputy Sheriff, Sandton, at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 8 December 1993 at 10:00, of the undermentioned property or the Defendants on the conditions to be read out by the auctioneer at the time of the sale, at the offices of the Deputy Sheriff, Sandton:

Certain Erf 3263, Bryanston Extension 7 Township, Registration Division IR, Transvaal, situated at 1 Balyclare Drive, Bryanston Extension 7, measuring 5 145 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of an entrance-hall, lounge, dining-room, family room, three bedrooms, study, two bathrooms, kitchen, two garages, servant's room and an outside 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 21 (twenty-one) days from the date of sale. The sale may be subject to VAT which will be payable by the purchaser.

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).

Date: 22 October 1993.

Langstaffe Bird & Co., Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr E. M. Letty/HAS.)

Case 21309/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Kegoriloe, Jeffrey Ambroe**, 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 Deputy Sheriff at 131 Marshall Street, Johannesburg, on 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 offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Site 1345, Klipspruit Township, Registration Division IQ, Transvaal, situated at Stand 1345, Klipspruit, Soweto, measuring 281 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of an entrance-hall, lounge, dining-room, three bedrooms, two bathrooms 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 21 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).

The sale may be subject to VAT which will be payable by purchaser.

Date: 21 October 1993.

Langstaffe Bird & Co., Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 21053/90

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

In the matter between **United Building Society Limited**, Plaintiff, and **Habana, Bernard James**, 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 Deputy Sheriff at 131 Marshall Street, Johannesburg, on 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 offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Portion 129 of Erf 895, Nancefield Township, Registration Division IQ, Transvaal, situated at Portion 129, of Erf 895, Hydra Road, Nancefield, Pimville, Soweto, Johannesburg, measuring 726 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of lounge, study, dining-room, family room, four bedrooms, bathroom with toilet, pantry, kitchen, scullery, shower, separate toilet, double garage, servant's room and an outside 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 21 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).

The sale may be subject to VAT which will be payable by purchaser.

Date: 21 October 1993.

Langstaffe Bird & Co., Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 18134/89

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

In the matter between **United Building Society Limited**, Plaintiff, and **Williams, Kenneth Abram**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Deputy Sheriff at 131 Marshall Street, Johannesburg, on 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 offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Certain Erf 744, Eldorado Park Township, Registration Division IQ, Transvaal, situated at 36 Tieroog Street, Eldorado Park, Johannesburg, measuring 465 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of lounge, dining-room, family room, three bedrooms, two bathrooms 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 21 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).

The sale may be subject to VAT which will be payable by purchaser.

Date: 25 October 1993.

Langstaffe Bird & Co., Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 16725/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Hydegate Investments CC**, First Defendant, and **Du Toit, Dirk Johannes**, 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 Deputy Sheriff at Unit 2, Northview, 45 Richards Drive, Halfway House, Midrand, on Wednesday, 8 December 1993 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, Midrand, prior to the sale:

Portion 7 of Erf 40, Buccleuch Township, Registration Division IR, Transvaal (9 Perth Place), measuring 1 350 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of an entrance-hall, a lounge, a dining-room, a family room, three bedrooms, two bathrooms with toilets, a kitchen, a bar and a dressing room.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 21 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). The sale may be subject to VAT which will be payable by purchaser.

Dated the 21st day of October 1993.

Langstaffe Bird & Company, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Hilton, Lawrence**, 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 Deputy Sheriff at 131 Marshall Street, Johannesburg, on 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 offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Certain Portion 1 of Erf 265, Westdene Township, Registration Division IQ, Transvaal, situated at 7A Fourth Avenue, measuring 494 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of a lounge, a dining-room, two bedrooms, one and a half bathrooms and a 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 21 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). The sale may be subject to VAT which will be payable by purchaser.

Dated the 21st day of October 1993.

Langstaffe Bird & Company, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 20727/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Wood, David 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 office of the Deputy Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 7 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, at the offices of the Deputy Sheriff, Randburg:

Erf 1311, Jukskeipark Extension 6, Registration Division IQ, Transvaal, situated at Stand 1311 Zircon Street, Jukskeipark Extension 6.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of an entrance-hall, a lounge, a dining-room, a family room, two bedrooms, a bathroom with toilet, a shower with toilet and a 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 21 (twenty-one) days from the date of sale. The sale may be subject to VAT which will be payable by the purchaser.

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 the 21st day of October 1993.

Langstaffe Bird & Company, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. E. M. Letty/HAS.)

Case 4723/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Taub, Lesley Joy**, First Defendant, and **Taub, Harold**, 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 Deputy Sheriff at 131 Marshall Street, Johannesburg, on 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 offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Certain Portion 1 of Plot 137, Lyndhurst Township, Registration Division IR, Transvaal (222 Lyndhurst Road), measuring 1 721 square metres, held under Deed of Transfer 2645/1973.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of an entrance-hall, a lounge, a dining-room, a family room/study, three bedrooms, two bathrooms with toilets, a separate toilet, a kitchen, and a scullery/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 building society or other acceptable guarantee to be furnished within 21 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). The sale may be subject to VAT which will be payable by purchaser.

Dated the 21st day of October 1993.

Langstaffe Bird & Company, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 23222/93
PH 507

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Ltd**, Plaintiff/Execution Creditor, and **Longmuir, Janet Chalmers Hooks**, First Defendant/Execution Debtor, and **Reynolds, Francis Arthur McAllister**, Second Defendant/Execution Debtor

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned matter, a sale will be held on 9 December 1993 at 10:00, at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg:

Certain Section 1, as shown and more fully described on Sectional Plan SS82/1992, in the scheme known as Manhattan, in respect of the land and building or buildings situated at Fairland Township, Johannesburg Local Authority, of which section the floor area, according to the said sectional plan is 441 (four 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 and held under Deed of Transfer ST40738/1992, measuring 441 (four hundred and forty-one) square metres, situated at 1 Manhattan, 22 Wilson Street, Fairland, 2195.

The sale will be held on the conditions to be read out by the auctioneer at the sale and these conditions may be examined at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg, or at the offices of the Plaintiff/Execution Creditor's attorneys, Blakes Incorporated, Seventh Floor, Santambank Building, 81 Rissik Street, Johannesburg.

Signed at Randburg on this the 22nd day of October 1993.

J. S. de Vos, for Blakes Incorporated, Attorneys for Plaintiff/Execution Creditor, Seventh Floor, Santambank Building, 81 Rissik Street, Johannesburg. (Ref. J. S. de Vos/CB.)

Case 19918/93
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Roberta Audra Mostert Soyars**, First Defendant, and **James Robert Soyars**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 8 December 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 1148, Bryanston Township, Registration Division IR, Transvaal, being 45 Statton Avenue, Bryanston, measuring 4 127 square metres.

Improvements described hereunder are not guaranteed:

Main building: Entrance-hall, lounge, study, four bedrooms, kitchen, bathroom/w.c., bathroom/w.c./shower and pantry.

Outbuildings: Two garages, two servants' rooms, play room, bathroom/w.c. and laundry.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 1st day of November 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.)

Case 11897/93
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Colleen Broad**, First Defendant, and **Dennis Broad**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2, Northview, 45 Richards Drive, Halfway House, on Wednesday, 8 December 1993 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Portion 17 of Erf 93, Buccleuch Township, Registration Division IR, Transvaal, being 8 Karen Close, Buccleuch, measuring 575 square metres.

Improvements described hereunder are not guaranteed:

Main building: Entrance-hall, lounge, dining-room, three bedrooms, kitchen, bathroom/w.c. and w.c./shower.

Outbuildings: Carport.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 1st day of November 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.)

Case 16723/92

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Nisbet Alastair Ralph**, 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 Deputy Sheriff, at 131 Marshall Street, Johannesburg, on 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 offices of the Deputy Sheriff, Johannesburg, prior to the sale:

Erf 53, Montgomery Park, Registration Division IR, Transvaal, situated at 24 Rocco de Villiers Street, measuring 1 304 square metres.

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

The house consists of an entrance-hall, lounge, dining-room, three bedrooms, bathroom with toilet 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, building society or other acceptable guarantee to be furnished within 21 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). The sale may be subject to VAT which will be payable by purchaser.

Dated this 21st day of October 1993.

Langstaffe Bird & Co., Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Saak 10061/91

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

In die saak tussen **Saambou Bank Beperk**, Vonnisskuldeiser, en **mev. Lorraine Philomena Gossayn**, Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Hooggeregshof in bogenoemde saak op 6 Maart 1992, en in tenuitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Krugersdorp, op Woensdag, 8 Desember 1993 om 12:00, op die perseel, geregteelk verkoop, sonder 'n reserwe prys:

Sekere Hoewe 19, Chanclyff-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 1,7551 (een komma sewe vyf vyf een) hektaar, gehou kragtens Akte van Transport T14211//1983.

Die eiendom is geleë te Hoewe 19, Chanclyff-landbouhoewes, Krugersdorp, en is 'n plot, bestaande uit sitkamer, gesinskamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang, kombuis, opwas, waskamer, tuin, swembad, geteëld dam, drie bediendekamers, stoorkamer en twee motorhuise.

1. Die rhuise.

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 per centum) van die koopprys;

1.2 afslaersgelde ten bedrae van 5% (vyf per centum) op die eerste R20 000 (twintig duisend rand) en 3% (drie per centum) van die restant van die koopprys tot 'n maksimum bedrag afslaersgelde van R6 000 (sesduisend rand) met 'n minimum bedrag van 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 ange 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, Krugersdorp, voor die verkoping te Klaburnhof 22B, hoek van Ockerse- en Rissikstraat, Krugersdorp, of by die perseel van die prokureurs vir die Vonnisskuldeiser, Smit Hauptfleisch & Vennote, Eerste Verdieping, North State-gebou, Marketstraat 95, hoek van Kruisstraat, Johannesburg.

Geteken te Johannesburg op hierdie 10de dag van November 1993.

H. H. Smit, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North State-gebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. HHS/WVN/LS/14503.)

Saak 7475/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eskom**, Eiser, en **Koos Masetana Kubeka**, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 3 Desember 1993 om 10:00, deur die Balju vir die Hooggeregshof, Witbank, gehou te die Landdroskantoor, Delvillestraat, Witbank, aan die hoogste bieder:

Erf 1374, kwaGuqa-uitbreiding 3-dorpsgebied, Registrasieafdeling JS, Transvaal, groot 260 vierkante meter, gehou kragtens Akte van Transport TL8941/90.

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

Verbeterings: Woonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, enkelmotorhuis, teëldak, semi-siersteen en omhein.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 30 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouverenigingwaarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

Afslaerskoste: Betaalbaar deur die koper op die dag van verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Witbank, te Rhodestraat 3, Witbank.

Gedateer te Pretoria hierdie 28ste dag van Oktober 1993.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. D. C. Haasbroek/D603/92.)

Saak 13185/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eskom**, Eiser, en **Linda Edmund Nkosi**, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 3 Desember 1993 om 10:00, deur die Balju vir die Hooggeregshof, Barberton, gehou te die hoofingang, Landdros-hof, Barberton, aan die hoogste bieder:

Erf 448, Emjindini-uitbreiding 4, Registrasieafdeling JU, Transvaal, groot 360 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL51502/89.

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

Verbeterings: Woonhuis bestaande uit baksteen met sinkdak.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 30 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouverenigingwaarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

Afslaerskoste: Betaalbaar deur die koper op die dag van verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Barberton, te Unitedgebou, Barberton.

Gedateer te Pretoria hierdie 2de dag van November 1993.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. D. C. Haasbroek/D605/93.)

Saak 1389/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Bpk., Vonnisskuldeiser, en **S. Gouws**, Vonnisskuldenaar

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop op 10 Desember 1993 om 11:00, ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan:

Erf 781, Geluksdal-dorpsgebied, ligging hoek van 781 Uittog- en Vredendalstraat, Geluksdal, Brakpan, grootte 301 m².

Verbeteringe: Semi-siersteenhuis met sinkdak bestaande uit sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis.

Buitegeboue: Motorhuis.

Sonering: Residensieël 1.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die reg van preferente skuldeisers.
2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) plus baljukommissie op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 7 (sewe) dae na datum van die verkoping.
3. Die koper sal die transportkoste asook munisipale belastings, wat agterstallige en regs-koste mag insluit, betaal asook die prokureurs en geregsbodekoste verbonde aan die verkoping.
4. Die eiendom word voetstoots verkoop en geen verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.
5. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van Brakpan, vanaf datum van hierdie kennisgewing.

Frank le Roux, Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Brakpan. (Tel. 744-4620.) (Verw. mev. Goosen/U641.)

Saak 5578/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06), Eiser, en **N. F. Phasha**, Verweerder

Kennis geskied hermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 24 September 1993 die onderstaande eiendom te wete:

Erf 15812, Tsakane-uitbreiding 5-dorpsgebied, geleë te 15812 Tsakane-uitbreiding 5, Brakpan, bestaande uit 264 m², met sonering Residensieël 1, in eksekusie verkoop sal word op 10 Desember 1993 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieder.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: Woninggebou van gepleisterde steen, met IBR dak, bestaande uit sitkamer, drie slaapkamers, badkamer, kombuis.

Buitegeboue bestaande uit: Geen.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskapslening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 8ste dag van November 1993.

Frank le Roux & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. [Tel. (011) 744-4620/7.]

Saak 4840/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **United Bank Beperk**, Vonnisskuldeiser, en **J. D. Kunneke**, Vonnisskuldenaar

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop op 10 Desember 1993 om 11:00, ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan:

Erf 659, Minnebron-dorpsgebied.

Ligging: Bowerstraat 14, Minnebron, Brakpan.

Grootte: 679 m²

Verbeteringe: Siersteenhuis met sinkdak bestaande uit sitkamer, drie slaapkamers, badkamer, kombuis.

Buitegeboue: Twee motorhuise, bediendekamer, pakkamer.

Sonering: Residensieël.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die reg van preferente skuldeisers.
2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) plus baljekommissie op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 7 (sewe) dae na datum van die verkoping.
3. Die koper sal die transportkoste asook munisipale belastinge, wat agterstallige en regs-koste mag insluit, betaal asook die prokureurs en geregsbodekoste verbonde aan die verkoping.
4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.
5. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van Brakpan, vanaf datum van hierdie kennisgewing.

Frank le Roux, Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Brakpan. (Tel. 744-4620.) (Verw. mev. Goosen/U574.)

Saak 91934/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Fransmi Anjanette Beyers**, Eiser, en **Christiaan Frederik Beyers**, Verweerder

'n Verkoping word gehou Balju, Wonderboom, Gedeelte 83, te Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord, op Vrydag, 3 Desember 1993 om 11:00:

Erf 634, in die dorp The Orchards-uitbreiding 10, Registrasieafdeling JR, Transvaal, groot 800 (agthonderd) vierkante meter, bekend as Jensenstraat 140, The Orchards-uitbreiding 10.

Besonderhede word nie gewaarborg nie.

Woonhuis: Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer, opwaskamer, enkel motorhuis en buitetoilet.

Besigtig voorwaardes by Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

L. W. Diener, vir Ludwig Diener, Prokureurs, Vyfde Verdieping, Standard Generalgebou, Proesstraat 215, Pretoria. (Verw. mej. Muller/tb/DB140.)

**Saak 22720/93
PH 507**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eiser, en **Tshipota, M.E.**, Verweerder

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

Sekere Erf 2200, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 275 (tweehonderd vyf-en-sewentig) vierkante meter, geleë te Erf 2200, Doornkop-uitbreiding 1.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Drieslaapkamerhuis met staal vensters, geteelde dak, gepleisterde mure. Geen omheining en 'n redelike tuin. Bestaande uit badkamer, gang en kombuis.

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., te Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 9de dag van November 1993.

D. J. Rens, vir Blakes, Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000.) (Verw. D. J. Rens/JM/Z06355.)

Saak 294/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GROBLERSDAL GEHOU TE GROBLERSDAL

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Beperk, Eiser, en **George Thomas Arnot Pearson**, Eksekusieskuldenaar

'n Verkoping in eksekusie van die eiendom hieronder beskrywe sal gehou word voor die Landdroskantoor, Marble Hall, op 10 Desember 1993 om 10:00:

Erf 349, geleë in die dorp Marble Hall-uitbreiding 3, Registrasieafdeling JS, Transvaal, groot 1 600 vierkante meter.

Die volgende besonderhede word verstrek maar nie gewaarborg nie:

1. Hierdie baksteenwoning met 'n teëldak bestaan uit 'n inganspoort, sitkamer en eetkamer, TV kamer, kombuis, drie slaapkamers en twee badkamers en waskamer. Konstruksie sluit in Compo bord plafonne, matbedekte vloere en novilon vloere, 'n warmwatersisteem.

2. Enkelmotorhuis en bediendekamer en -toilet.

3. Boorgat en swembad.

'n Aansienlike Bouverenigingverband kan gereël word vir 'n goedgekeurde koper.

Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van die Landdroshof Groblersdal, Eindstraat, Groblersdal.

Die vernaamste verkoopvoorwaardes is as volg:

1. Die eiendom sal sonder reserwe aan die hoogste bieder verkoop word.

2. Die koper sal 10% (tien persent) van die volle koopsom onmiddellik by aangaan van die koop betaal en die balans van die koopprys tesame met rente moet binne 14 (veertien) dae na datum van verkoop verseker word deur middel van 'n goedgekeurde bank- en/of bougenootskapwaarborg.

3. Die Eksekusieskuldeiser, die Balju of afslaer waarborg nie die toestand van die eiendom wat verkoop word nie en die eiendom word voetstoots verkoop. Die eiendom word verkoop in ooreenstemming met en onderhewig aan al die voorwaardes van die Transportakte en Kaart (indien enige) daarvan en nog die Eiser nog die Balju of afslaer waarborg die grootte daarvan. Hulle sal nie verantwoordelik wees vir enige tekort of gebrek ten opsigte van die eiendom nie en nog die eksekusieskuldeiser of die eksekusieskuldenaar sal geregtig wees om aanspraak te maak of enige oorskot wat mag bestaan nie.

4. Die verkoping sal onderhewig wees aan die bekragtiging van die betrokke verkoop deur alle verbandhouders oor die eiendom.

5. Die verkoping sal verder geskied onderhewig aan die voorwaardes en reëls soos neergelê deur die Wet op Landdroshof, Wet No. 32 van 1944.

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

J. Rautenbach, vir Herman Grobler & Vennote, Van Riebeeckstraat 7C, Posbus 23, Groblersdal, 0470.

Case 3825/91

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Daniel Johannes Marthinus Mels**, First Judgment Debtor, and **Rachel Maria Elizabeth Mels**, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Brakpan, and warrant of execution dated 26 November 1992, the property listed hereunder will be sold in execution on Friday, 10 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:

Erf 2156, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, also known as 45 Derby Avenue, Brakpan.

The property is zoned Residential 1 in terms of the relevant town-planning scheme.

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

Main building: Dwelling, comprising brick/plastered walls under corrugated iron roof, lounge, main plus two bedrooms, bathroom and kitchen.

Outbuildings: Single garage, housekeepers room plus toilet, pre-cast fencing (bricks plaster and metal).

The material conditions of the sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase is less than R10 000 (ten thousand rand) then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price and Value-Added Tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19,75% (nineteen comma seven five per cent) per annum from the date of sale to date of payment, on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the rules of Court, to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from 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, or 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 Brakpan on the 2nd day of November 1993.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Attorneys for Execution Creditor, First Floor, Permanent Building, 511 Voortrekker Street, P.O. Box 878, Brakpan, 1540. (Tel. 740-1517.) (Ref. Mr Falconer/eda.)

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

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

Eksekusieskuldeiser: Nedcor Bank Beperk, voorheen bekend as Nedperm Bank Beperk.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

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

Saak 4504/93

Vonnisskuldenaar: Narekebja Thomas Mabunele.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 1500, in die dorpsgebied Sebokeng Eenheid 10, Registrasieafdeling IQ, Transvaal.

Groot: 414 vierkante meter.

Verwysing: P3/114.

Beskrywing: Drieslaapkamerhuis met sitkamer, kombuis en badkamer.

Saak 6808/89

Vonnisskuldenaar: Michael Mokoena N.O.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 1611 in die dorpsgebied Sebokeng Eenheid 6-uitbreiding 3, Registrasieafdeling IQ, Transvaal.

Groot: 322 vierkante meter.

Verwysing: P9/800.

Beskrywing: Drieslaapkamerhuis met sitkamer, kombuis, badkamer en bediendekamer.

Gedateer te Vanderbijlpark op hede die 9de dag van November 1993.

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

Saak 7675/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Beperk**, Eiser, en **Dirk Hermanus Wessels Trust**, Eerste Verweerder, en **Dirk Hermanus Wessels**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 30 Julie 1993, sal die ondervermelde eiendom op 10 Desember 1993 om 10:00, aan die hoogste bieder by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 945, Weltevreden Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T60838/1992, beter bekend as Besemboslaan 14, Weltevreden Park-uitbreiding 2, Roodepoort.

Voorwaardes van die verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig, die volledige verkoopvoorwaardes, en sal verkoop word aan die hoogste bieder.

2. Die volgende verbetering is op die eiendom aangebring:

Enkelverdiepingsiersteenhuus met "IBR" dak, sitkamer, gesinskamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediendekamer en dubbel motorhuis. Redelike tuin, staaftensters met steenmuur ommuur.

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 18% (agtien persent) 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 Roodepoort.

Geteken te Roodepoort op hierdie 11de dag van November 1993.

P. J. J. Cilliers, vir Cilliers & Van Rensburg, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669) (Verw. P. Cilliers/LJ/N147.)

Case 1831/90

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

In the matter between **NBS Bank Limited** (formerly known as Natal Building Society Limited), Plaintiff, and **Gavin Cedric Myers**, First Defendant, and **Pamela Leola Myers**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Westonaria and subsequent warrant of execution dated 8 February 1991 and subsequently reissued on 10 August 1993, the property listed hereunder will be sold in execution, on Friday, 10 December 1993 at 10:00, at the sale rooms of the Sheriff, the Magistrate's Court Building, President Steyn Street, Westonaria, to the highest bidder, viz:

Erf 1743, Lawley Extension 1 Township, Registration Division IQ, Transvaal, measuring 403 (four hundred and three) square metres (being 1 743 Sturgeon Crescent, Lawley Extension 1).

The following improvements are reported to be on the property but nothing is guaranteed: Single storey dwelling built of brick and plaster under tile roof, comprising lounge, dining-room, kitchen, three bedrooms and bathroom.

Outbuildings comprising: Nil.

Property is fenced.

The conditions of sale:

The purchase price will be payable as to a deposit in case 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 offices of the Sheriff, the Magistrate's Court Building, President Steyn Street, Westonaria. A substantial bank loan can be raised for an approved purchaser.

Dated at Westonaria this 11th day of November 1993.

R. Sack, for Truter, Crous, Wiggill & Vos, Plaintiff's Attorneys, United Building, 88 Briggs Street, Westonaria. (Tel. 753-3945) (Ref. Mr Kruger/cb/N12.)

Saak 19697/93
PH 507

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eiser, en **Zitha, K. T.**, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak sal 'n verkoping gehou word op 9 Desember 1993 om 10:00, by die kantore van die Balju, Parkstraat 8, Kempton Park, van die ondergemelde eiendom:

Sekere Erf 3962, Tembisa-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 346 (driehonderd ses-en-veertig) vierkante meter, geleë te Erf 3962, Tembisa-uitbreiding 11.

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

'n Twee slaapkamerhuis bestaande uit eetkamer, badkamer, kombuis en toilet.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Parkstraat 8, Kempton Park, of die Eiser se prokureurs Blakes Ingelyf, Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 9de dag van November 1993.

D. J. Rens, vir Blakes, Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000) (Verw. D. J. Rens/jm/Z06300.)

Saak 22719/93
PH 507

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Transnet Beperk**, Eiser, en **Kumalo, C. P.**, Verweerder

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

Sekere Erf 1999, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, geleë te Erf 1999, Doornkop-uitbreiding 1.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie:

'n Twee slaapkamerhuis met staal vensters, geteelde dak, gepleisterde mure/geen omheining en 'n redelike tuin.

Bestaande uit eetkamer, badkamer en kombuis.

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 Ingelyf, Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 9de dag van November 1993.

D. J. Rens, vir Blakes, Sewende Verdieping, Santambankgebou, Rissikstraat 81, Johannesburg. (Tel. 833-6000) (Verw. D. J. Rens/JM/Z06353.)

Case 15661/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Phillip Besana Mthombeni**, First Defendant, and **Martha Sphiwe Mthombeni**, Second Defendant

A sale by public auction without reserve price will be held by the Sheriff, Witbank, at the Magistrate's Office, Delville Street, Witbank, on 3 December 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Portion 14 of Erf 1040, Phola Township, Registration Division IS, Transvaal, measuring 280 (two hundred and eighty) square metres, held by the Defendants under certificate of Registered Grant of Leasehold TL59074/1988.

This property is situated at Portion 14 of Erf 1040, Phola Township, Ogies, Transvaal.

The property is improved as follows: Lounge, kitchen, three bedrooms, bathroom and toilet.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

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

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

Case 16211/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom**, Plaintiff, and **Abram Abie Somo**, Defendant

A sale by public auction without reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 10 December 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, 3 Rhodes Street, Witbank, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 605, Kwa-Guqa, Extension 2 Township, Registration Division JS, Transvaal, measuring 475 (four hundred and seventy-five) square metres, held by the Defendant under Deed of Transfer of Leasehold TL22722/1990.

This property is situated at Stand 605, Kwa-Guqa, Extension 2 Township, Witbank, Transvaal.

The property is improved as follows: Two bedrooms, bathroom separate toilet, lounge, dining-room and kitchen.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

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

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

Saak 103/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **W. J. Oosthuizen**, Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling ve neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 8 Desember 1993 om 12:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf No.: 498, Secunda, Deel 93. **Verbandakte No.:** SB48489/90. **Transportakte No.** ST43728/90. Verder bekend as: Coron Park 157, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju, vir Hoëveldrif, net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hierdie 11de dag van November 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A138.)

Saak 2426/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **P. J. Booysen**, Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 8 Desember 1993 om 12:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf No.: 2015, Secunda-uitbreiding 2. **Verbandakte No.:** B89055/89. **Transportakte No.** T83928/89. Verder bekend as: Strydpootstraat 5, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju, vir Hoëveldrif, net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hierdie 11de dag van November 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A209.)

Saak 252/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **P. W. J. van Heerderm** Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik:

Eiendom: Resterende gedeelte van Erf 189, Krugersdorp, Registrasieafdeling IQ, Transvaal. *Ligging:* De Wetstraat 38, Krugersdorp-Noord, in eksekusie verkoop op 8 Desember 1993 om 10:00, deur die Balju, by sy kantoor te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Verkoopvoorwaardes: Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshowewet, verkoopvoorwaardes en 'n 10% (tien per centum) deposito word vereis.

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. Jan Nel.)

Saak 22716/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk**, Eiser, en **Stephen David Molyneux Killik**, Eerste Verweerder, **Anchor Rock (Edms.) Beperk**, Tweede Verweerder, **Randburg Sand (Edms.) Beperk**, Derde Verweerder, en **Zaida Investments BK**, Vierde Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde agbare Hof, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op Woensdag, 8 Desember 1993 om 10:00, deur die Balju vir die Hooggeregshof, Sandton, gehou by die kantore van die Balju, Sandton, Hendrik Verwoerdrylaan 163, 13de Verdieping, Metrosentrum, aan die hoogste bieder:

Hoewe 32, Douglasdale-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,5755 (twee komma vyf sewe vyf vyf) hektaar, gehou kragtens Akte van Transport T15541/1981, onderhewig aan die voorwaardes daarin vervat en meer spesifiek tot die voorbehoud van mineraleregte.

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

Straatadres: Hoewe 32, Douglasdale. *Verbeteringe:* Woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, gang, toilet, waskamer en swembad. *Reserweprys:* Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof, Sandton, Hendrik Verwoerdrylaan 163, 13e Verdieping, Metrosentrum.

Geteken te Pretoria op 5 November 1993.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/SD196/RO.)

Case 4427/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Roger Neil Hext**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 3 December 1993 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (old Warmbaths Road, just north of Sasko Mills), Bon Accord, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 161, Ninapark Extension 2 Township, Registration Division JR, Transvaal, measuring 1 323 (one thousand three hundred and twenty-three) square metres, held by the Defendant under Deed of Transfer T64434/1991.

This property is situated at 59 Koestertjie Street, Ninapark Extension 2, Akasia.

The property is improved as follows:

Three bedrooms, kitchen, dining-room, swimming-pool, two bathrooms, lounge and two garages, in a single storey dwelling-house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

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

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

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Sitezi Johannes Ndlangamandla**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 3 December 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Witbank, at 3 Rhodes Street, Witbank, and which will be read by him at the time of the sale, of the following property owned by Defendant:

Erf 1511, Phola Township, Registration Division JS, Transvaal, measuring 301 (three hundred and one) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL27272/1989.

This property is situated at 1511 Magatu Street, Phola Township, Witbank, Transvaal.

The property is improved as follows: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

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

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

Case 18865/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom**, Plaintiff, and **African Khulile Yamile**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Kempton Park, on 9 December 1993 at 10:00, at 8 Park Street, Kempton Park, upon conditions which may now be inspected at the offices of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, and which will be read by him at the time of the sale, of the following property owned by Defendant:

All the right, title and interest in the leasehold in respect of Erf 576, Lekaneng Township, Registration Division IR, Transvaal, measuring 282 (two hundred and eighty-two) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL64422/1989.

This property is situated at Stand 576, Lekaneng Township, Tembisa, Kempton Park, Transvaal.

The property is improved as follows: Three bedrooms, toilet, bathroom, kitchen and dining-room.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

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

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

Saak 7532/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bepark**, Eiser, en **S. I. Merafe**, Eerste Verweerder, en **K. Merafe**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 30 Julie 1993, sal die ondervermelde eiendom op 10 Desember 1993 om 10:00, aan die hoogste bieder by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 511, Strubensvallei-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 022 (eenduisend twee-en-twintig) vierkante meter, gehou kragtens Akte van Transport T46771/1992, beter bekend as Vyfstampaan 915, Strubensvallei, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshof en die regulasies daarkragtens uitgevaardig.

Die volledige verkoopvoorwaardes.

En sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring:

Enkelverdiepinghuis met teëldak, sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediende-kamer en dubbelmotorhuis. Pleistermure, goeie tuin en staalventers.

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 18% (agttien persent) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouvereniging waarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Roodepoort.

Geteken te Roodepoort op hierdie 19de dag van Julie 1993.

Cilliers & Van Rensburg, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669.) (Verw. P. Cilliers/LJ/N143.)

Case 24805/92

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **David Khoza**, First Defendant, and **Esther Khoza**, Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 17 May 1993, the undermentioned property will be sold in execution on Friday, 10 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 Erf 19737, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 276 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL27848/1990, known as Site 19737, Section F, Mamelodi West.

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, two bathrooms, kitchen, lounge, dining-room 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 the 12th day of November 1993.

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

Case 795/92

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Jan du Raan**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 27 February 1992, the undermentioned property will be sold in execution on Friday, 10 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:

Portion 236 (a portion of Portion 84) of the farm Kameeldrift 298, Registration Division JR, Transvaal, measuring 8,5653 hectares, held by the Defendant under Deed of Transfer T25597/1986, known as Plot 236, Kameeldrift 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 double storey house comprising of five bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, three garages and carport.

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 12th day of November 1993.

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

Case 22096/92

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Verwoerdburg Home Care CC** (CK90/37671/23), First Defendant, and **Daniël Lendy Botes**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property with a reserve of R68 000 will be sold in execution to the highest bidder, to be held on 9 December 1993 at 10:00, at the Sheriff's Office, 49 Kempston Avenue, Benoni:

Plot 58, Fairlead Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,7779 hectares, held by the Second Defendant under Deed of Transfer T73195/91, situated at 551 Pretoria Road, Fairleads, Benoni.

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

Dwelling-house consisting of two bedrooms, lounge, kitchen and laundry. Two garages. Property is fenced with wire.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Benoni.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R348414/nv.)

Saak 251/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE NABOOMSPRUIT

In die saak tussen **United Bank Beperk**, Eiser, en **Jacobus Johannes Viviers**, Verweerder

Ter uitvoerlegging van 'n vonnis in bogenoemde Hof op 5 Oktober 1993, en 'n daaropvolgende lasbrief vir eksekusie, sal die ondergenoemde eiendom in eksekusie verkoop word op Donderdag, 9 Desember 1993 om 10:00, by die Landdroskantoor geleë te Vyfde Straat, Naboomspruit, aan die hoogste bieder naamlik:

Erf 629, Naboomspruit, waarop geleë is, 'n woonhuis gebou van steen onder sinkdak geleë te Negende Straat 71, Naboomspruit en bestaande uit sitkamer, eetkamer, kombuis, TV kamer, vier slaapkamers, badkamer, motorhuis, afdak, bediendekamer en spoellatrine, drie sye omhein met draad en steenmuur.

Die bestaande, grootte van die verbeterings en toestand word nie gewaarborg nie.

Verkoopvoorwaardes:

10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die verkoping en die saldo tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die Landdroskantoor, Vyfde Straat, Naboomspruit en kan te enige tyd gedurende kantoorure geïnspekteer word.

Geteken te Naboomspruit op hierdie 12de dag van November 1993.

F. J. Swanepoel, vir Freek Swanepoel, Prokureur vir Eiser, Fanie Ferreira Sakesentrum, Hans van Rensburgstraat, Naboomspruit. (Verw. L192/93.)

Saak 18986/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **L. de Groot**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 11 Oktober 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 10 Desember 1993 om 08:30:

Gedeelte 45 ('n gedeelte van Gedeelte 16) van die plaas Bokfontein 448, Registrasieafdeling JR, grootte 3,1035 (drie komma een nul drie vyf) hektaar, gehou kragtens Akte van Transport T25156/91.

Plek van verkoping: Die verkoping sal plaasvind te Baljukantoor, Ludorfstraat 46, Brits.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie:

Hoofgebou bestaan uit: Sitkamer, gesinskamer, kombuis, drie slaapkamers, twee badkamers, aparte toilet en aantrek-kamer.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Brits, Ludorfstraat 46, Brits, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 10de dag van November 1993.

E. J. J. Geyser, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940) (Verw. Geyser/an/A768.)

Case 27578/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pillay, Rajagopaul Munsamy**, 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, 9 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 1743, Jeppestown Township, Registration Division IR, Transvaal, situation 35 Princess Street, Jeppestown, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): A vacant stand.

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 10th day of November 1993.

Maisels Smith & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142) (Ref. NQ75E/mgh/tf.)

Case 1826/92

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

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and
Heunis, Christiaan Stephanus, 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 offices of the Sheriff's Office, 131 Marshall Street, Johannesburg, on 9 December 1993 at 10:00, of the above-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, 131 Marshall Street, Johannesburg:

Certain Erf 2644, situated in the Township of Glenvista Extension 5, Registration Division IR, Transvaal, being 228 Vorster Avenue, Glenvista Extension 5, Johannesburg, measuring size 1 940 (one thousand nine hundred and forty) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charged R100 (one hundred rand).

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

Solomons, Plaintiff's Attorneys, First Floor, Bathgate, 42 Bath Avenue, Rosebank, Docex 223, Johannesburg. (Tel. 442-9106) (Fax. 442-7220) (Ref. Mr Petersen/S85/PL985.)

Case 3248/93
PH 45

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Chavani Homes CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Sandton, 163 Hendrik Verwoerd Drive, Randburg, Metro Centre, 13th Floor, on Wednesday, 8 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 may be inspected at the offices of the Sheriff, Sandton, prior to the sale:

Erf 4, Bryanston Township, Registration Division IR, Transvaal, measuring 1,2271 (one comma two two seven one) hectares.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Four bedrooms, two full bathrooms, kitchen, lounge, dining-room, family room, study, entrance-hall and pantry. *Outbuildings:* Pool, tennis courts and two storeys.

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 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 this the 1st day of November 1993.

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

Saak 19423/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk versus Maria Jiyane Lindiwe

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 12 Oktober 1993, sal die volgende eiendom op 8 Desember 1993 om 10:00, deur die Balju, Jde eiendom op 8 Desember 1993 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Erf 623, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 623, Likole, 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 bougenootskapwaarborg gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 10 November 1993.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 20637/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk versus Sello Obed Nkuna and Jeritha Maacejaka Nkuna

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 12 Oktober 1993, sal die volgende eiendom op 8 Desember 1993 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Erf 858, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 858, Likole, Katlehong, 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 bougenootskapwaarborg gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 19 November 1993.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 3/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE NABOOMSPRUIT

In die saak tussen **United Bank Beperk**, Eiser, en **Edward Muir**, Verweerder

Ter uitvoerlegging van 'n vonnis in bogenoemde Hof op 30 Julie 1993, en 'n daaropvolgende lasbrief vir eksekusie sal die ondergenoemde eiendom in eksekusie verkoop word op Donderdag, 9 Desember 1993 om 10:00, by die Landdroskantoor geleë te Vyfde Straat, Naboomspruit, aan die hoogste bieder, naamlik:

Erf 549, Naboomspruit, waarop geleë is 'n woonhuis gebou van steen onder sinkdak geleë te Agtste Straat 102, Naboomspruit, en bestaande uit sitkamer, eetkamer, drie slaapkamers waarvan een met bad en spoellatrine, badkamer en aparte spoellatrine. Dubbelmotorhuis met studeer- en stoorkamer, bediende spoellatrine en waskamer. Omhein met sementsteen mure.

Die bestaan, grootte van die verbeterings en toestand word nie gewaarborg nie.

Verkoopvoorwaardes: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die verkoping en die saldo tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die Landdroskantoor, Vyfde Straat, Naboomspruit, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Geteken te Naboomspruit op hierdie 12de dag van November 1993.

F. J. Swanepoel, vir Freek Swanepoel, Prokureur vir Eiser, Fanie Ferreira Sakesentrum, Hans van Rensburgstraat, Naboomspruit. (Verw. L203/92.)

Case 17297/92
PH 232

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Liberty Life Association of Africa Limited**, Plaintiff, and **Leon Alberts**, First Defendant, and **Athelia Mary Alberts**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa, (Witwatersrand Local Division), in the above suit, a sale with reserve will be held at 56 12th Street, Springs, on Friday, 10 December 1993 at 11:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff, Springs. The property is described as follows:

Erf 327, Wright Park Township, Registration Division IR, Transvaal, in extent 1 044 square metres. Held by the Defendants under Deed of Transfer T23033/89, situated at 83 Meyer Drive, Wright Park, Springs.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of three bedrooms, bathroom, w.c., lounge/dining-room, kitchen, garage, carport, and servant's room with 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 to the Sheriff 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 charge R100 (one hundred rand.) Plus 14% VAT.

Edward Nathan & Friedland Inc., Plaintiff's Attorneys, 23rd Floor, Sanlamsentrum, 206/214 Jeppe Street, P.O. Box 3370, Johannesburg, 2000/2001. [Tel. (011) 337-2100.] (Ref. M. Rosenberg/MRD LIBE7220-165.)

KAAP • CAPE

Case 10703/92

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **D. B. Abrahams**, First Defendant, and **Mrs I. Abrahams**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 30 November 1993, the following will be sold in execution on 2 December 1993 at 09:00, in front of the Magistrate's Court for the District of Kuils River to the highest bidder:

Erf 2702, Blue Downs, 275 (two hundred and seventy-five) square metres, held by Deed of Transfer T42149/91, situated at 4 Bermuda Street, Malibu Village, Eerste River.

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. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the capital 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. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 11697/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **W. H. Davids**, First Defendant, and **Mrs S. Davids**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 16 August 1993, the following will be sold in execution on 1 December 1993 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 14108 (portion of Erf 17108) Mitchells Plain, 197 (one hundred and ninety-seven) square metres, held by Deed of Transfer T62751/92, situated at 36 Beaufort Crescent, Rocklands, Mitchells Plain.

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. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the capital 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. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 6781/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaaip die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk**, Eiser, en **Jacobus Johannes Lucas**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 28 Julie 1993 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 10 Desember 1993, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 665, Prins Albert, in die munisipaliteit en afdeling Prins Albert, groot 1 055 vierkante meter, gehou kragtens Transportakte T1498/1990. Die veiling vind om 10:00 plaas voor die Landdroskantoor te Prins Albert.

Beskrywing: Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is onverbeter. Inspeksie van die eiendom kan gereël word in ooreenstemming met die Balju, mnr. J. le Grange, Kerkstraat 30, Prins Albert (Tel. 04436-805).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Balju se kommissie betaal word. Die balanskoopprys 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 kantoor van die Balju, mnr. J. le Grange, Kerkstraat 30, Prins Albert (Tel. 04436-805).

Datum: 18 Oktober 1993.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2173.)

Case 9630/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited** (Reg No. 87/01384/06), Execution Creditor, and **Alwyn Peter Matthysen**, First Execution Debtor, and **Catherine Mathysen**, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, a sale will be held on Monday, 13 December 1993 at 10:00, in front of the Wynberg Magistrate's Court-house:

Erf 83, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, situated at 15 Sacramento Road, Colorado, Mitchells Plain, measuring three hundred and sixty (360) square metres, held by Title Deed T52152/89 dated 11 November 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 fourteen (14) days after the 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, Wynberg.

Dated at Cape Town this the 26th day of October 1993.

Arthur E. Ebrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z25885.)

Case 794/93

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

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Emmanuel Jacobs**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 17 June 1993 and warrant of execution dated 7 September 1993 the following will be sold in execution on 9 December 1993 at 10:00, at the Wynberg Court House being:

Certain land situated at Fairways, in the City of Cape Town, Cape Division, being Erf 74665, Cape Town, at Fairways, measuring 776 (seven hundred and seventy-six) square metres, held under Deed of Transfer 34522/1969 dated 10 December 1988, also known as 41 First Avenue, Fairways, Ottery.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, bathroom and toilet, kitchen, lounge and double garage.

3. *Payment:*

3.1. Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange.

3.2. The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3. Interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of 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 27th day of October 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0185/Mrs Liebrandt.)

Case 2895/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank Ltd**, Plaintiff (Execution Creditor), and **Bengt Lennart Holmgren**, Defendant (Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Simon's Town, and a writ of execution, dated 10 March 1992, a sale in execution will take place on Wednesday, 8 December 1993 at 12:00, at 43 Longboat Street, Sunnyside, Fish Hoek, Cape, of:

Certain Erf 14500, in the Municipality of Fish Hoek, Cape Division, measuring 864 (eight hundred and sixty-four) square metres, held by the Execution Debtor under Deed of Transfer T6122/1989.

The property is a single storey dwelling of brick walls under tiled roof comprising approximately lounge, kitchen, four bedrooms, two bathrooms, two toilets, double garage.

Flat: Three bedrooms, bathroom, shower/toilet, kitchen, lounge, open plan.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) 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 thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Simon's Town, who shall be the auctioneer.

Dated at Cape Town this 25th day of October 1993.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/SW.)

Case 9087/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, formerly United Bank Limited, Plaintiff, and **L. N. Bezuidenhout**, First Defendant, and **F. Y. Bezuidenhout**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 4 October 1993, the following will be sold in execution on 2 December 1993 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 3964 (portion of Erf 29), Kleinvlei, 294 (two hundred and ninety-four) square metres, held by Deed of Transfer T45483/1992, situated at 10 Spring Street, Blue Downs, Eerste River.

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. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guarantee cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Capital 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. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 12962/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, formerly United Bank Limited, Plaintiff, and **Mrs A. van der Horst**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 19 November 1992, the following will be sold in execution on 2 December 1993 at 09:00, in front of the Magistrate's Court, for the District of Kuils River, to the highest bidder:

Erf 2565, Kuils River, 446 (four hundred and forty-six) square metres, held by Deed of Transfer T17680/92, situated at 28 Feige Street, Sarepta, Kuils River.

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. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Capital 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. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 19628/93

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

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Luxmee Mohammed**, First Execution Debtor, and **Rinsour Lalla**, Second Execution Debtor, and **Daya Lalla**, Third Execution Debtor, and **Haregovon Lalla**, Fourth Execution Debtor, and **Rama Lalla**, Fifth Execution Debtor, and **Hajiera Lalla**, Sixth Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, and writ of execution, dated 13 August 1993, the following property will be sold in execution on Thursday, 9 December 1993 at 12:00, to the highest bidder at 91 Ruth Road, Rylands Estate:

Certain Erf 35476, Cape Town, at Athlone, in the Municipality of Cape Town, measuring 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T33825/91, also known as 91 Ruth Road, Rylands Estate, consisting of single dwelling-house under asbestos roof consisting of four bedrooms, kitchen, lounge, bathroom and w.c., servants' quarters.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 18% (eighteen per cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg this 27th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 19820/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Denver Finance (Pty) Limited**, Plaintiff, and **Paul Fillis**, Defendant

In pursuance of a judgment of the above Court, dated 28 July 1992, and attachment in execution, dated 3 June 1993, the following immovable property will be sold at the front entrance of the New Law Courts, North End, Port Elizabeth, on Friday, 10 December 1993 at 14:15:

Erf 0006664, Bethelsdorp, Administrative District of Port Elizabeth, situated at 9 Liston Place, Bethelsdorp, Port Elizabeth.

The conditions of sale will be read prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth.

Terms: 10% (ten per cent) and Sheriff's charges of 4% (four per cent) on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's Attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 27th day of October 1993.

R. H. Parker, for Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth. (Ref. Coll/Mrs Hodge.)

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

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **Cecil John Sauls**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 5 August 1991, and warrant of execution dated 30 July 1993, the following will be sold in execution on 9 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 11181, Cape Town, at Mitchells Plain, measuring 200 (two hundred) square metres, held under Deed of Transfer 52035/1989 dated 11 September 1989, also known as 9 Shackleton, Rocklands, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, lounge, kitchen, and bathroom and toilet.

3. Payment:

3.1. Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange.

3.2. The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3. Interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent 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 27th day of October 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X1C0308.) (Ref. Mrs Liebrandt.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town**, Judgment Creditor, and **James Malgas**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 23 April 1993 and warrant of execution, dated 5 August 1993, the following will be sold in execution on 9 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 30902, Cape Town, at Mitchells Plain, measuring 115 (one hundred and fifteen) square metres, held under deed of Transfer 9120/1988 dated 19 February 1992, also known as 16 Badmington Crescent, Beacon Valley, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Court Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, bathroom and toilet, kitchen and lounge.

3. Payment:

3.1. Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange.

3.2. The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3. Interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of twenty-two 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 27th day of October 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0154 Mrs Liebrandt.)

Case 1822/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society**, Plaintiff, and **E. Abrahams**, First Defendant, and **L. M. Abrahams**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River, and writ of execution, dated 2 March 1993 the property listed hereunder will be sold in execution on 1 December 1993 at 09:30, at Kuils River Magistrate's Court, Kuils River, to the highest bidder:

Certain Erf 6460, Blue Downs, in the Local Area of Blue Downs, Administrative District of Stellenbosch, known as 1 Pyramid Street, Fountain Village, Blue Downs, in extent 288 (two hundred and eighty-eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom, dining-room, garage and tiled roof.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 26th day of October 1993.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N180.)

Saak 1527/93

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Nedperm Bank Beperk**, Eiser, en **G. van der Merwe**, Eerste Verweerder, en **mev. J. van der Merwe**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof, gedateer 17 Mei 1993, in bogemelde aangeleentheid sal die eiendom, bekend as Erf 7840, Kariemstraat 10, Cloeteville, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Karriemstraat 10, Cloeteville, Stellenbosch, op 7 Desember 1993 om 11:30, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Stellenbosch, en wat deur die Afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig.

(b) Een tiende van die koopprys sal betaal word in kontant of by wyse van 'n bank-gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport.

(c) Die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste, en

(d) Besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 7840, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 210 (tweehonderd en tien) vierkante meter, gehou deur die Verweerder kragtens Transportakte T51615/90 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers, badkamer, kombuis, sitkamer, eetkamer, met draad omhein, spits asbesdak, ± 15 jaar oud.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

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

G. J. Erasmus, vir Cluver Markotter, S. A. Permanentegedou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/TL/28785.)

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Nedperm Bank Beperk**, Eiser, en **J. J. Casper**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof, gedateer 17 Augustus 1993, in bogemelde aangeleentheid sal die eiendom, bekend as Erf 8543, Eikestraat 47, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Eikestraat 47, Stellenbosch, op 7 Desember 1993 om 10:30, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode, te Stellenbosch, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig.

(b) Een tiende van die koopprys sal betaal word in kontant of by wyse van 'n bank-gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport.

(c) Die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste, en

(d) Besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 8543, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 325 (driehonderd vyf-en-twintig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T38324/87 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers, badkamer, kombuis, sitkamer, meer as 15 jaar oud, spits asbesdak, draadomheining.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

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

G. J. Erasmus, vir Cluver Markotter, S A Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/mb/29565.)

Case 355/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **Izetta du Toit**, Plaintiff, and **Viljoen du Toit**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (South-Eastern Cape Local Division) granted in favour of the Plaintiff, on 28 July 1993, the property listed hereunder will be sold in execution on Friday, 26 November 1993 at 15:00, at the offices of the Sheriff, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth, to the highest bidder and for cash:

Property: Portion 64 of Portion 13 of the farm Little Chelsea, situated at 10 Windomane Road, Theescombe, Port Elizabeth, in extent 4,2827 hectare.

Improvements on property: There are no known improvements on the property.

Conditions of sale:

(i) 10% (ten per cent) of the purchase price shall be paid in cash on signing of the conditions of sale.

(ii) The balance of the purchase price together with interest and other costs (as more fully provided for in the conditions of sale) shall be payable against registration of transfer of the property into the name of the purchaser.

(iii) The conditions of sale shall be read out by the Sheriff immediately prior to the sale and such conditions may be inspected at any time prior to the sale at the offices of the Sheriff, c/o AA Mutual Building, 15 Rink Street, Central, Port Elizabeth.

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

Brown Braude & Vlok, Attorneys for Plaintiff, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. J. J. Vlok/cva.)

Case 9602/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Jean-Bernard Ramau**, Defendant

In the above matter a sale will be held on Monday, 6 December 1993 at 11:00, at the site of 127 Victoria Street, Kraaifontein, being:

Erf 8376, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, measuring 744 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 (1/10) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 16% (sixteen per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

A dwelling, comprising of three bedrooms, kitchen, 1½ bathrooms, lounge, dining-room, servant's toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 1843/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Tofa Hendrick Okies**, Defendant

The undermentioned property will be sold in execution by public auction at the mortgaged premises on Wednesday, 8 December 1993 at 11:00, to the highest bidder, namely:

Erf 264, Ocean View in the Local Area of Ocean View, Cape Division, in extent 489 square metres, held by Deed of Transfer T62767/88, situated at 15 Castor Way, Ocean View.

1. The following improvements on the property are reported, but nothing guaranteed, namely: A single dwelling built of brick walls under a tile roof comprising of four bedrooms, lounge, kitchen, bathroom and w.c.

2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the rate of 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 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, 62 St Georges Street, Simon's Town.

Dated at Claremont this the 11th day of October 1993.

T. M. Chase, for Buchanan Boyes Thompson Smithers Inc., 12 Brooke Street, Claremont. (Tel. 61-1151.)

Case 113/90

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Volkskas Bank**, Plaintiff, and **Martha Johanna Ferreira**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (South-Eastern Cape Local Division) granted in favour of the Plaintiff on 21 February 1990, the property listed hereunder will be sold in execution on Friday, 26 November 1993 at 11:00, at the offices of the Sheriff, c/o C. W. Malan & Co., 52 Main Road, Humansdorp, to the highest bidder and for cash:

Property: Erf 553, Jeffreys Bay, in extent 811 (eight hundred and eleven) square metres.

Improvements on property: Except to say that there is a dwelling-house on the property Plaintiff is not in a position to provide further details regarding improvements on the said property.

Conditions of sale:

(i) 10% (ten per cent) of the purchase price shall be paid in cash on signing of the conditions of sale.

(ii) The balance of the purchase price together with interest and other costs (as more fully provided for in the conditions of sale) shall be payable against registration of transfer of the property into the name of the purchaser.

(iii) The conditions of sale shall be read out by the Sheriff immediately prior to the sale and such conditions may be inspected at any time prior to the sale at the offices of the Sheriff, c/o C. W. Malan & Co., 52 Main Road, Humansdorp.

Dated at Port Elizabeth on this the 19th day of October 1993.

Brown Braude & Vlok, Attorneys for Plaintiff, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. J. J. Vlok/cva.)

SALE IN EXECUTION

Nedcor Bank Limited vs Masoet Safodien.

Wynberg Case No. 49639/91.

The property: Remainder Erf 127, Sherwood Park, in the Municipality of Cape Town, Cape Division (7 Fourth Avenue, Sherwood Park).

In extent: 496 square metres.

Improvements (not guaranteed): Single dwelling, corrugated iron roof, three bedrooms, lounge, kitchen, bathroom/toilet and servants' quarters.

Date of sale: 6 December 1993 at 12:00 p.m.

Place of sale: 7 Fourth Avenue, Sherwood Park.

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 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 and Steer & Co., 33 Loop Street, Cape Town.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

20 October 1993.

Case 22033/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank Limited, Plaintiff, and **Charles John Sullivan**, First Defendant, and **Gertruida Jacoba Sullivan**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution dated 20 September 1993, the following property will be sold in execution, at the site of the property, 15 Gooiland, Carinus Street, Labiance, Bellville, 7530, on Wednesday, 8 December 1993 at 09:00, to the highest bidder:

Certain section 7, Gooiland, in the Municipality of Bellville, Cape Division, in extent 91 (ninety-one) square metres, held by Deed of Transfer ST15678/92, also known as 15 Gooiland, Carinus Street, Labiance, Bellville, 7530.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A lounge, three bedrooms, bathroom, kitchen, laundry and carport.

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 this 22nd day of October 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z21411.)

Case 11665/92

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 **Arthur Wilhelm Diergaardt**, First Defendant, and **Miranda Sandra Magdelene Diergaardt**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 10 February 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River on Tuesday, 7 December 1993 at 09:15, to the highest bidder:

Certain Erf 9899, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 743 (seven hundred and forty-three) square metres, held by Deed of Transfer T10672/86, also known as 289 Ninth Avenue, 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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., and garden shed.

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 this 22nd day of October 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W15143.)

Case 9847/93

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 **Joe Allmy Petrus**, First Defendant, and **Sybil Janine Petrus**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 20 September 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Tuesday, 7 December 1993 at 09:15, to the highest bidder:

Certain Erf 2775, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 275 (two hundred and seventy-five) square metres, held by Deed of Transfer T67611/92, also known as 9 Lima Street, Malibu 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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, 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 this 22nd day of October 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z21153.)

Case 21779/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited Plaintiff versus **Pumla Patricia Fobe**, Defendant

In pursuance of a judgment dated 27 August 1991, and an attachment on 14 December 1992, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 3 December 1993 at 14:15:

Erf 11495, Ibhayi, at Kwazakhele Administrative District of Port Elizabeth, in extent 228 (two hundred and twenty-eight) square metres, situated at 11495 Site & Service, Kwazakhele, 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, kitchen and lounge.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges (4%) are also payable on date of sale.

Dated 2nd November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 28000/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **ABSA Bank Beperk**, Eksekusieskuldeiser, en **Pierre Joseph Johannes Niehaus**, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Wynberg, en lasbrief vir eksekusie teen goed gedateer 13 September 1993, sal die ondervermelde eiendom op 6 Desember 1993 om 14:00, te Maryvystraat 7, Sybrandt Park, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erf 29823, Kaapstad te Mowbray, geleë in die Munisipaliteit Kaapstad, afdeling Kaap, groot 812 (agthonderd-en-twaalf) vierkante meter, gehou kragtens Transportakte No. T32286/1976 en onderworpe aan die voorwaardes daarin vermeld.

Bestaande uit: Huis gebou uit baksteenmure met 'n teëldak bestaande uit drie slaapkamers, eetkamer, kombuis, toilet, badkamer, bediendekamer en motorhuis.

Die voorwaardes van verkoop mag gedurende kantoorure by die Kantoor van die Balju vir die Landdroshof, Wynberg, nagesien word.

Gedateer te Kaapstad op 21 Oktober 1993.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP Sentrum, Thibaultplein 1, Kaapstad. (Verw. RLRL/dl/TN3.)

Saak 7555/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **G. G. Anthony**, en **R. E. G. Anthony**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 23 September 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te River Crescent 72, Eersterivier, per publieke veiling te koop aangebied op 7 Desember 1993 om 10:00:

Erf 2064, Eersterivier, ook bekend as River Crescent 72, Eersterivier, afdeling Stellenbosch, groot 248 vierkante meter, gehou kragtens Akte van Transport T32174/92.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju 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% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonniskskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cillierstraat 1, Bellville.

Datum: 20 Oktober 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EAN308.)

Case 431/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank Limited, Plaintiff, and **Alan Gerald Boggendoel**, First Defendant, and **Nadine Desiree Boggendoel**, Second Defendant

In pursuance of a judgment in the Magistrate's Court, for the District of Bellville, and writ of execution dated 20 April 1993, the following property will be sold in execution, at the site of the property, 10 Glenco Avenue, Glenhaven Estate, Bellville South, on Thursday, 9 December 1993 at 09:00, to the highest bidder:

Certain Erf 13844, Bellville, in the Municipality of Bellville, Cape Division, in extent 607 (six hundred and seven) square metres, held by Deed of Transfer T45535/92, also known as 10 Glenco Avenue, Glenhaven Estate, Bellville South.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, three bedrooms, kitchen, bathroom, 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 this 25th day of October 1993.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W16933.)

Case 2440/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)**Nedcor Bank Limited versus Errol Pieterse Linette and Annie Carol Pieterse**

In pursuance of a judgment dated 27 October 1993, and an attachment, 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, 3 December 1993 at 15:00:

Erf 1135, Algoa Park, in the Municipality and Division of Port Elizabeth, in extent 625 (six hundred and twenty-five) square metres, situated at 14 Ulyate Street, Young Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an asbestos roof, consisting of three bedrooms, bathroom, kitchen, lounge and two garages.

A substantial building society 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% 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 cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R100 plus VAT], are also payable on date of sale.

Dated this 1st day of November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 12586/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited versus Michael Zandile Mali

In pursuance of a judgment dated 12 June 1990, and an attachment on 19 July 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 3 December 1993 at 14:15:

Erf 1838, Motherwell N.U.7, in the Administrative District of Uitenhage, in extent 248 (two hundred and forty-eight) square metres, situated at 183 Ncememe Street, Motherwell N.U.7, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey 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% 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 cent), are also payable on date of sale.

Dated this 4th day of November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 21494/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Amond Finis Singatha

In pursuance of a judgment dated 11 August 1993, and an attachment on 17 September 1993, the right of leasehold of the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 3 December 1993 at 14:15:

Erf 10939, kwaZakhele, Administrative District of Port Elizabeth, in extent 237 (two hundred and thirty-seven) square metres, situated at 10939 Site & Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a conventional dwelling under an asbestos roof, consisting of two bedrooms, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court North, Danellyn Building 12, Theale Street, North End, Port Elizabeth.

Terms: 10% 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 cent), are also payable on date of sale.

Dated this 1st day of November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 7994/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.** (voorheen bekend as Nedperm Bank Beperk), Vonnisskuldeiser, en **Edmund Victor John Bam**, Eerste Vonnisskuldenaar, en **Sonia Grace Bam**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 13 Desember 1993 om 11:00, te Claretstraat 11, Nederburg Hoogtes, Paarl:

Erf 18397, Paarl, in die munisipaliteit en afdeling Paarl, groot 246 (tweehonderd ses-en-veertig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T9542/90, en geleë te Claretstraat 11, Nederburg Hoogtes, Paarl, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig.

2. Een tiende ($\frac{1}{10}$) van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende prima bankkoers van Nedcor Bank Beperk, vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 4de dag van November 1993.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 11386/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Ernestinus Petrus Hermanus Franzsen**

The following property will be sold in execution by public auction held at 55 Station Road, Kraaifontein, to the highest bidder, on 8 December 1993 at 11:30:

Erf 3757, Kraaifontein in the Municipality of Kraaifontein Division of Paarl, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T2337/92, situated at 55 Station Road, Kraaifontein, Kuils 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 hall, lounge, kitchen, three bedrooms, bathroom, toilet, servant's room, store-room and single garage.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen 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 on this 26th day of October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 3963/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Andries Paulus Heydenrych** and **Ronell Susette Heydenrych**

The following property will be sold in execution by public auction held at 115 Fourth Avenue, Kraaifontein, to the highest bidder on 8 December 1993 at 10:45:

Remainder of Erf 3730, Kraaifontein in the Municipality of Kraaifontein, Division Paarl, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T50824/92, situated at 115 Fourth Avenue, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom, servant's room, servant's toilet and garage.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with 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 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.

Saak 4239/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **Nedperm Bank Beperk**, Eiser, en **L. A. Scott**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 1 Februarie 1993 in bogemelde aangeleentheid sal die eiendom, bekend as Erf 2422, Skoolstraat 25, Malmesbury, per publieke veiling aan die hoogste bieder verkoop word by Skoolstraat 25, Malmesbury, op 9 Desember 1993 om 10:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Malmesbury en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig.

(b) Een-tiende ($\frac{1}{10}$) van die koopprys sal betaal word in kontant of by wyse van 'n bank-gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport.

(c) Die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom:

Erf 2422, Malmesbury in die munisipaliteit en afdeling Malmesbury, groot 643 (seshonderd drie-en-veertig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T1771/89 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Drie slaapkamers, een en 'n half badkamer, kombuis, sitkamer, familiekamer, studeerkamer, twee motorhuise, swembad, 'n enkel woonstel, tussen 10 en 15 jaar oud, goeie toestand, goeie area, wit asbesdak, geboude en vibrecrete omheining en losstaande eiendom).

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 27ste dag van Oktober 1993.

G. J. Erasmus, vir Cluver Markotter, SA Permanentegebou, Pleinstraat 4, Malmesbury, 7600. (Verw. GJE/TL.)

Case 9598/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society**, Plaintiff, and **Cassiem Ahmed Onia**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 26 August 1993, the property listed hereunder will be sold in execution on 1 December 1993 at 09:30, at Kuils River Magistrate's Court, Kuils River, to the highest bidder:

Certain Erf 1425, Blue Downs, in the Lower Kuils River Area Division of Stellenbosch, known as 10 London Way, Malibu Village, Blue Downs, 7100, in extent 350 (three hundred and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed, three bedrooms, kitchen, lounge, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 27th day of October 1993.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N216.)

Case 6846/92
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Karine Anne Brusatori**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 9 Bailey Way, Edgemead, on Thursday, 9 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 for the Supreme Court, 29 Northumberland Avenue, Bellville.

Erf 30908, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 628 square metres, and situated at 9 Bailey Way, Edgemead.

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

A 81 square metre main dwelling consisting of an entrance hall, dining-room, lounge, kitchen, three bedrooms, bathroom, water closet and 71 square metre, outbuilding consisting of a garage, servants' quarters and a water closet with shower.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R100 (one hundred rand).

Dated at Cape Town this 2nd day of November 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084] (Ref. W. D. Inglis/cs/S764/1979.)

**Case 6016/93
PH 255**

**IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Daniel Johannes Ackermann**, First Defendant, and **Lana Ackermann**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 16 Primarius Street, Strand, on Friday, 10 December 1993 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 107 Boland Bank Building, Main Road, Strand:

Erf 8727, Strand, in the Municipality of the Strand, Division Stellenbosch, in extent 724 square metres, and situated at 16 Primarius Street, Strand.

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

A 197 square metres outbuilding consisting of an entrance hall, lounge, dining-room, family room, kitchen, laundry, four bedrooms, bathroom with water closet, bathroom with water closet and shower, a 40 square metre outbuilding consisting of a garage and a swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R100 (one hundred rand).

Dated at Cape Town this 3rd day of November 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084] (Ref. W. D. Inglis/cs/S1237/3374.)

Saak 33386/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Boland Bank Beperk**, Eiser, en **Edward Samuel Pillay**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 4 Februarie 1992, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 7 Desember 1993 om 10:45, op die perseel te Strawberrylaan 21, Malibu Village, Blue Downs, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 3272, Blue Downs, in die Plaaslike Gebied van Blue Downs, afdeling Stellenbosch, groot 413 vierkante meter, gehou kragtens Transportakte T66625/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, badkamer, toilet, sitkamer, eetkamer en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaer- en/of 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 Afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow, en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Datum: 3 November 1993.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B1162.)

Case 7647/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank, *versus* **Rosie Philipina Bloemstein**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder, on 7 December 1993 at 09:15:

Erf 3658, Blue Downs, in the Local Area of Blue Downs, Division Stellenbosch, in extent 330 (three hundred and thirty) square metres, held by Deed of Transfer T39625/92, situated at 13 Tambotie Crescent, Hillcrest, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom/toilet and shower/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with 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 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 1675/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Leon Marthinus Smit**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 2 March 1993 and 26 October 1993, respectively, the property listed hereunder, and commonly known as 4 Waterford Lodge, Waterford Road, Diep River, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 13 December 1993 at 10:00, to the highest bidder:

An exclusive use area described as Garage G4, measuring 19 square metres, being as such part of the common property, comprising the land and the scheme known as Waterford Lodge in respect of the land and building or buildings situated at Diep Rivier in the Municipality of Cape Town, Cape Division as shown and more fully described on Sectional Plan SS 224/92, which exclusive use area is held by Notarial Deed of Cession No. SK3321/92S, in extent 19 square metres.

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

Single garage under corrugated iron roof.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of November 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1391.)

Case 437/90

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

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **Jean Mocke Janse van Veuren**, Judgment Debtor

In pursuance of judgment granted on 7 June 1990, in the Hermanus Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10 December 1993 at 12:00, at Erf 579, East End Street, Sandbaai, to the highest bidder:

Description: Erf 579, Sandbaai, situated in the local area of Sandbaai.

In extent: 714 (seven hundred and fourteen) square metres.

Postal address: Erf 579, East End Street, Sandbaai.

Improvements: Vacant erf.

Held by the Defendant in his name under Deed of Transfer T55904/83.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Somerset West this 2nd day of November 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.]

Case 32864/93

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

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **Dudley Royce Namhing & Deborah Vivian Namhing**, married in community of property to each other, Defendants

In the above matter a sale will be held on Tuesday, 7 December 1993 at 12:00, at 17 Renoster Way, Greenhills Village, Mitchells Plain, being:

The site Erf 26855, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 260 (two hundred and sixty) 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 current bank rate 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):

Single brick dwelling under a tiled roof including three bedrooms, bathroom, toilet, kitchen and lounge.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this 21st day of October 1993.

E. W. Domingo & Associates, Plaintiff's Attorneys, Grassy Park Shopping Centre, Victoria Road, Grassy Park. (Tel. 706-2873/4/5.)

**Case 8330/92
PH 255**

**IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **John Noel Abrahamse**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 25 Second Avenue, Fairways, Wynberg, on Wednesday, 8 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 for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 74704, Cape Town at Wynberg, situated in the City of Cape Town, Cape Division, in extent 495 square metres, and situated at 25 Second Avenue, Fairways, Wynberg.

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

A 209 square metre main dwelling consisting of an entrance hall, lounge, dining-room, family room, study, kitchen, three bedrooms, bathroom, bathroom with shower, two water closets, a 58 square metre outbuilding consisting of a garage, servant's quarters, water closet, shower and swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand) minimum charges R100 (one hundred rand).

Dated at Cape Town this 1st day of November 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084] (Ref. W. D. Inglis/cs/S501/1525.)

Case 14236/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ashley Stewart Paulsen**, First Defendant, and **Desiree Tobin**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 8 October 1993, the property listed hereunder, and commonly known as 36 Sacramento Crescent, Colorado, the chosen domicilium citandi et executandi in terms of Mortgage Bond B34225/89 will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 13 December 1993 at 10:00, to the highest bidder:

Erf 95, Weltevreden Valley, in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent 373 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 29th 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.1526.)

Case 10460/93

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 **James Davids**, First Defendant, and **Shirley Davids**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 23 September 1993, the property listed hereunder, and commonly known as 30 Jacana Crescent, Electric City, Blue Downs, the chosen domicilium citandi et executandi in terms of Mortgage Bond B5295/89 will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 15 December 1993 at 09:15, to the highest bidder:

Erf 4279, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 313 square metres.

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

Single storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 28th 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.1558.)

Case 31364/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Graham Ronald Williams**, First Defendant, and **Mavis Petronella Williams**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 13 August 1993, the property listed hereunder, and commonly known as 38 St Johns Road, Lansdowne, the chosen domicilium citandi et executandi in terms of Mortgage Bond B10946/87 will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 13 December 1993 at 10:00, to the highest bidder:

Erf 62289, portion of Erf 60988, Cape Town at Lansdowne, City of Cape Town, Cape Division, in extent 496 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 outside toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 29th 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.1514.)

Saak 3115/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES

In die saak tussen **R. A. Barrett**, Eiser, en **Andrew Schonfeldt**, De Trustee Intertyd van die Schonfeldt Familie Trust, Verweerder

Ingevolge 'n vonnis gegee deur die Landdroshof, Somerset-Wes op 26 Julie 1993 en 'n lasbrief vir uitvoering uitgereik op 26 Julie 1993, sal die eiendom bekend as Erf 10107, Somerset-Wes, munisipaliteit van die Somerset-Wes, afdeling Stellenbosch, groot 1 313 (eenduisend driehondred en dertien) vierkante meter, in eksekusie verkoop word op 7 Desember 1993 om 14:30, op die perseel geleë te Berg en Dalweg 10, Somerset-Wes op die terme en voorwaardes wat onmiddellik voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Somerset-Wes en by die kantore van die ondergetekende nagegaan mag word. Die wesentlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprys onmiddellik na die verkoping betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 dae na die datum van verkoping.

2. Benewens die koopprys sal die koper alle uitstaande bedrae verskuldig aan die munisipaliteit Somerset-Wes, indien enige, tesame met rente aan die Eiser op die kapitale bedrag bereken teen 15,5% (vyftien komma vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van oordrag, beide datums ingesluit, asook die advertensiekostes, regs-kostes en afslaaerskommissie.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: 'n Leë erf.

Gedateer te Strand op hierdie 29ste dag van Oktober 1993.

M. G. Lourens, vir Rowan & Pullen, Eerste Verdieping, Eerste Nasionale Bankgebou, Hoofweg, Strand. (Verw. Coll:MGL/rg.)

Case 26541/93

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

In the matter between **The Body Corporate Willowbrae Building No. SS118/82**, Plaintiff, and **M. J. Jones**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Wynberg in the above-mentioned suit, a sale will be held at 9 Willowbrae, Lourier Street, Southfield, on Wednesday, 29 December 1993 at 12:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg:

(A) Section 12 as shown and more fully described on Sectional Plan SS118/82 in the building or buildings known as Willowbrae and situate at Claremont in the Municipality of Cape Town, Cape Division, on which section the floor area according to the sectional plan is 69 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 ST14092/1992 (12) (Unit).

And situate at 9 Willowbrae, Lourier Street, Southfield.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Two bedrooms, bathroom, toilet, kitchen and lounge.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

4% (four per centum) on the proceeds of the sale [minimum charges R50 (fifty rand)].

Dated at Cape Town this day of October 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/S1220/3343.)

Case 8488/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **P. G. J. Bouwer**, Defendant

In pursuance of a judgment in the Court of the Magistrate of 12 July 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on Friday, 10 December 1993 at 12:00, at the premises to the highest bidder:

Erf 1457, Parow, in the Municipality of Parow, Cape Division, in extent 969 (nine hundred and sixty-nine) square metres, held by Deed of Transfer T82649/1992.

Kessler & De Jager, Attorneys for Plaintiff, 100 Voortrekker Road, Goodwood.

Case 46310/90

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Graham Collin Claasen**, First Defendant, and **Sarah Margaret Claasen**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 8 July 1991, the property listed hereunder, and commonly known as 8 Georgia Drive, Colorado, Weltevreden Valley will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 13 December 1993 at 10:00, to the highest bidder:

Erf 122, Weltevreden Valley, in the Local Area of Weltevreden Valley, Administrative District of the Cape, Cape Division, in extent 375 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 29th 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.1573.)

Case 19777/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and **Alexander Floris Michiel Jordaan**, First Execution Debtor, and **Johanna Jordaan**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 21 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 9 December 1993 at 10:00:

Erf 5434, Parow, in the Municipality of Parow, Cape Division, in extent 496 (four hundred and ninety-six) square metres, street address: 107 Oldham Road, Parow.

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: Three bedrooms, combined dining-room/lounge; combined bathroom/toilet; tiled roof and garage.

(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, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows:

Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per 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 Bellville on 2 November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **William Ronald Keith Vollenhoven**, First Execution Debtor, and **Claudine Ann Vollenhoven**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 6 August 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 15 December 1993 at 14:00:

(a) Section 8, as shown and more fully described on Sectional Plan SS243/90, in the building or buildings known as Turfhall Mews, situated at Ottery in the Administrative District of the Cape of which section the floor area, according to the said sectional plan is 52 (fifty-two) 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 mortgaged section in accordance with the participation quota of the mortgaged section.

Street address 8 Turfhall Mews, Strandfontein Road, Ottery.

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: Flat on ground floor consisting of two bedrooms, kitchen, lounge, bathroom and toilet.

(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:

Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18,5% (eighteen comma five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 2 November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

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 **Abdul Rashied Parker**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 9 July 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Tuesday, 7 December 1993 at 09:15, to the highest bidder:

Certain Erf 3741, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 393 (three hundred and ninety-three) square metres, held by Deed of Transfer T13236/92, also known as 39 Delphinium Street, 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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, 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 this the 26th day of October 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z19288.)

Case 2039/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **Small Business Development Corporation**, Plaintiff, and **Sol Atlantis Villas CC**, Defendant

In pursuance of a judgment of the above Honourable Court dated 15 September 1993 and an attachment in execution dated 25 October 1993, the following property will be sold at the offices of C. W. Malan & Co., 52 Main Street, Humansdorp, by public auction on Friday, 3 December 1993 at 11:00:

Erf 1048, Jeffreys Bay, in the Municipality of Jeffreys Bay, Division of Humansdorp, in extent 3 496 square metres, situated at 129 Da Gama Road, Jeffreys Bay.

While nothing is guaranteed, it is understood that the property is a vacant plot.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, Humansdorp or at Plaintiff's attorneys.

Terms: 10% (ten per centum) deposit and Sheriff's charges of 5% (five per centum) of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000 and thereafter 3% (three per centum) up to a maximum fee of R6 000, subject to a minimum of R100, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this the 1st day of November 1993.

A. Beyleveld, for Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. Dr A. Beyleveld/lc.)

Case 633/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **First National Bank of Southern Africa Ltd**, trading as Wesbank, Plaintiff, and **Dirk Cornelius van der Mescht**, Defendant

Kindly take note that, in execution of a judgment of the above-mentioned Honourable Court, granted on 31 March 1993, the Sheriff of the above-mentioned Court will sell in execution the property described below, on 3 December 1993 at 10:00, on the steps of the Magistrate's Court, High Street, Grahamstown:

Conditions of sale:

1. The property will be sold by public auction, voetstoots, to the highest bidder, subject to such servitudes and other title conditions as which may appear from the title deeds thereof, and subject to the reserve of the first bond held, the United Building Society.

2. The seller will pay a deposit of 10% (ten per centum), and the auctioneer's commission, in cash on the day of the sale. The balance of the purchase price will be paid against registration of transfer, and will be secured by means of a bank or building society guarantee, provided to the Sheriff within 14 days after the date of sale.

The full conditions of sale relevant to this sale are available for inspection at the offices of the Plaintiff's attorneys, and at the offices of the Sheriff of this Honourable Court, situated at Haytons Building, 94 High Street, Grahamstown. [Tel. (0461) 2-6202.]

Description of property: The property, situated at 19 Southey Street, Grahamstown, is situated on a stand measuring 1 191 square metres. The property consists of a garage with adjoining store, separate from the main house, while the main house consists of a maid's room, fuelstore, laundry, store-room, carport, three bedrooms, bathroom, kitchen, dining-room, lounge and porch, roofed with corrugated iron. The property also has a swimming-pool.

Dated at Grahamstown on this the 6th day of November 1993.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. (Ref. Mr Schoeman.)

Case 7709/93

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 **Amelia Cavana**, 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 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 2245, Sunward Park Extension 5 Township, Registration Division IR, Transvaal, situate on 22 Columbus Street, Sunward Park, in the Township of Sunward Park, District of Boksburg, measuring 1 367 (one thousand three hundred and sixty-seven) square metres.

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

Building built of face brick and plaster, tiled roof, comprising of lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, entrance-hall, garage, servant's quarter and walled boundary.

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

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

Dated at Boksburg on this the 2nd day of November 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NB7643/Mrs Pierce.)

Saak 1811/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Munisipaliteit Paarl**, Eksekusieskuldeiser, en **C. W. Olivier**, Klein Drakensteinweg 110, Paarl-Oos, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 20 September 1993, sal die volgende onroerende eiendom hieronder beskryf, geregteik te Klein Drakensteinweg 110, Paarl-Oos, verkoop word op 7 Desember 1993 om 10:00, aan die hoogste bieder:

Erf 6925, Paarl, in die munisipaliteit en afdeling Paarl, groot 396 (drie honderd ses-en-negentig) vierkante meter, geleë te Klein Drakensteinweg 110, Paarl-Oos.

Verkoopvoorwaardes:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe (No. 32 van 1944), soos gewysig en die reëls en bepalings wat daarvolgens 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% (sewentien komma twee vyf per centum) 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 28ste dag van Oktober 1993.

Oosthuizen & Kie., Prokureur vir Eiser, Hoofstraat 304, Posbus 246, Paarl. [Tel. (02211) 2-3014/5/6.] [Fax. (02211) 2-2756.] (Verw. MO/mv.)

Saak 1163/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE POSTMASBURG

In die saak tussen **Saambou Bank**, Vonnisskuldeiser, en **C. van der Westhuizen**, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Postmasburg, en 'n lasbrief vir eksekusie gedateer 23 September 1993, sal die volgende eiendom verkoop word in eksekusie op 3 Desember 1993 om 10:00, by die Landdroskantoor te Postmasburg:

Erf 1432, geleë in die munisipaliteit Postmasburg, administratiewe distrik Hay, groot 1 071 (eenduisend een-en-sewentig) vierkante meter gehou kragtens Transportakte 674/1985.

Terme: 10% (tien persent) van die koopprys in kontant insluitende alle koste in verband met die verkoping, advertensiekoste asook enige belastinge en die balans teen transport sal verseker moet word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien dae na datum van verkoping.

Datum: 2 November 1993.

C. M. de Bruyn, vir C. M. de Bruyn & Vennote, Posbus 686, Alfacentrum, Hoofstraat, Danielskuil, 8405. [Tel. (0598) 30430/30431.]

Case 47/91

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

In the matter between **Rodgers Aluminium Enterprises (Pty) Limited**, Plaintiff, and **Marius van Biljon**, Defendant

In pursuance of a judgment in the Magistrate's Court at Knysna and a warrant of execution dated 25 August 1992 and 29 January 1993 respectively, the property hereunder listed will be sold in execution on Wednesday, 15 December 1993 at 10:00, in front of the Magistrate's Office, Knysna:

Erf 124, Keurboomstrand, in the Division of Knysna, in extent 952 (nine hundred and fifty-two) square metres, held by Deed of Transfer T8280/1992 and Mortgage Bond B9324/1992.

Conditions of sale:

1. The property shall be sold by rise to the highest bidder. It shall be further 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. The sale shall be voetstoots.

2. 10% (ten per cent) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately the property is declared sold and the balance of the purchase price, together with interest thereon at the ruling building society rate, shall be paid against registration of transfer and secured within fourteen (14) days after the sale by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the offices of the Messenger of the Court, Knysna, immediately prior to the sale.

Dated at Plettenberg Bay this 29th day of October 1993.

M. L. Robin, for Hutchinson, Theron & Robin, Plaintiff's Attorneys, 11 Main Street, Plettenberg Bay.

Case 13087/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **John Alexander Bagley**, and **Brigitte Bagley**

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, to the highest bidder on 8 December 1993 at 10:00:

Erf 33287, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T2532/91, situated at 16 Snooker Close, Beacon Valley, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms, 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 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 1st day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 595/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROBERTSON GEHOU TE ROBERTSON

In die saak tussen **A. B. Page**, Eksekusieskuldeiser, en **mej. S. Rosenkrantz**, Verweerder

Ten uitvoering van 'n vonnis toegestaan deur bogemelde Agbare Hof op 4 Februarie 1993 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju vir die Landdroshof, Robertson, te Eerste Laan 1, Sonskyn, Robertson, op 1 Desember 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 die bogemelde Balju.

Sekere Erf 3859, Robertson, met woonhuis daarop, in die munisipaliteit en afdeling Robertson, groot 400 (vierhonderd) vierkante meter, ook bekend as Eerste Laan 1, Sonskyn, Robertson.

Na bewering is die eiendom in goeie toestand, maar niks is gewaarborg nie.

Terme: Ter insae by die Balju, Robertson, en die kantore van Skuldeiser se prokureurs.

Geteken te Robertson hierdie 3de dag van November 1993.

Kannenbergh & Louw, Prokureur vir Eksekusieskuldeiser, Kerkstraat 73, Robertson, 6705. [Tel. (02351) 3046.]

Saak 21342/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Bepers**, Eiser, en **A. H.**, en **R. I. Khan**, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Bellville gedateer 24 September 1993 en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te Mablestraat 42, Oakdale, Bellville, per publieke veiling te koop aangebied op 10 Desember 1993 om 11:00:

Erf 21447, Bellville, ook bekend as Mablestraat 42, Oakdale, Bellville, afdeling Kaap, groot 495 vierkante meter, gehou kragtens Transportakte T82540/92.

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.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18% (agtien persent) per jaar, op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op 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 van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 27 Oktober 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EKN317.)

Case 8112/93

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 **Marius Willem Smal**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 13 December 1993 at 12:00:

Erf 7328, Kraaifontein, in the Municipality of Kraaifontein, Division Paarl, in extent 513 square metres, also known as 6 Wallaby Street, Zoo Park, Kraaifontein.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with three bedrooms, kitchen, bathroom, lounge, dining-room and double garage.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 28th day of October 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Saak 4165/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **J. A. Donis**, Eiser, en **L. R. E. Kruger**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 20 Januarie 1993, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 3 Desember 1993 om 10:00, voor die Landdroshof, Vryburg, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 4489, Vryburg, geleë in die Vryburg-dorpsuitbreiding 8, munisipaliteit Vryburg, afdeling Vryburg, groot 446 vierkante meter, ook bekend as Derde Laan 10, Vryburg.

Voorwaardes: Een tiende ($\frac{1}{10}$) van die koopprys in kontant of deur middel van 'n bankgewaarborgde tjek aan die Balju, vir die rekening van die Vonnisskuldeiser, betaling waarvan op die verkoopsdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank- of bouverenigingwaarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 29ste dag van Oktober 1993.

Dawid Viviers, p.a. Du Plessis-Viviers, Prokureurs vir Eiser, Markstraat 136, Posbus 2010, Vryburg, 8600.

Saak 10784/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Munisipaliteit van die stad Kimberley**, Eiser, en **N. Jacobs**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 7 Julie 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof Kimberley, op Donderdag, 9 Desember 1993 om 10:00:

Sekere Erf 8898, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 270 vierkante meter, bekend as Rickmanweg 18, Kimberley.

Die verbeterings bestaan uit ingangsportaal, sitkamer, kombuis, twee slaapkamers, badkamer met toilet en motorhuis, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys en afslaaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

Case 43/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Joseph Davids**, First Defendant, and **Cheryl Anne Davids**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 12 Casino Street, Weltevreden Valley, on Wednesday, 8 December 1993 at 13:00, 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, 110 Maynard House, Maynard Road, Wynberg:

Erf 2923, Weltevreden Valley, in the local area of Weltevreden Valley, Administrative District of the Cape, measuring 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T19131/92, also known as 12 Casino Street, Weltevreden Valley (hereinafter referred to as the property).

The following information is furnished re the improvements though in this respect nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom and water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within (14) fourteen days from the date of the sale.

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

Dated at Cape Town this 29th day of October 1993.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/34402.)

Saak 35776/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **G. A. Johnson**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 4 Januarie 1993 sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 7 Desember 1993 om 10:00, voor die Landdroshof in Somerset-Wes, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

Erf 2388, Macassar, in die Plaaslike Gebied Macassar-afdeling, Macassar, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou kragtens Transportakte T24493/1986, ook bekend as Koedoestraat 60, Macassar.

Betaalvoorwaardes: Tien per centum (10%) van die koopprys en afslaaersgelde in kontant op die veilingsdag; saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Posbus 77, Somerset-Wes te Posbus 77, Somerset-Wes, Tel. (024) 852-4345.

Gedateer te Bellville hede die 28ste dag van Oktober 1993.

Bornman & Hayward, vir A. H. der Kinderen, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Case 13072/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Sunette Ann Meyer**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 6 December 1993 at 11:30:

A unit consisting of Section 6 as shown and more fully described on Sectional Plan SS180/1982, in the scheme known as Paawood, in respect of the land and building or buildings, situated at Goodwood, in the Municipality of Goodwood, of which the floor area, according to the said sectional plan, is 84 (eighty four) 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 of the said section, held by Deed of Transfer ST6566/1883, also known as 6 Paawood, Paarl Street, Goodwood.

Conditions:

1. The following information is furnished, but not guaranteed: Sectional tile dwelling with lounge, kitchen, two bedrooms and bathroom.

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 28th day of October 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 10723/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N.B.S. Bank Ltd**, Plaintiff, and **Louis Adonis**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 28 September 1993, the undermentioned property will be sold in execution at the premises on Monday, 13 December 1993 at 10:00:

Erf 1896, Eerste River, in the local area of Blue Downs, Stellenbosch Division, measuring 294 (two hundred and ninety-four) square metres, and comprising of lounge, two bedrooms, kitchen, bathroom and toilet, and known as 44 Wuppertal Street, Eerste River.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder, and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 28th day of October 1993.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 6673/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Trustbank**, Eiser, en **Roos & Seuns Motorhandelaars BK**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 27 Oktober 1993 en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op 1 Desember 1993 om 10:00, voor die Landdroskantoor, Jacobsdal, deur die Balju, Kimberley, aan die persoon wat die hoogste bod maak, naamlik:

Sekere erwe 465 en 466, geleë in die dorp en distrik Jacobsdal, beter bekend as Langstraat, Jacobsdal, groot 1 606 vierkante meter.

Sonering: Woningdoeleindes.

Gehou kragtens Transportakte T298/89, onderworpe aan Verbandakte B361/89, ten gunste van Trustbank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

10% (tien persent) van die koopprijs en afslaaersgelde betaalbaar in kontant op die datum van verkoping. Die balans teen transport verseker deur 'n aanvaarbare waarborg.

Gedateer te Kimberley die 2de November 1993.

Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Case 32666/93

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

First National Bank versus Lionel Edgar Sprague, First Defendant, Glynnis Sprague, Second Defendant, and Valerie Viola Saffier, Third Defendant

The property Erf 1306, Grassy Park, in extent 496 square metres, situated at 30 Sixth Avenue, Grassy Park.

Improvements (not guaranteed): Double storey, flat roof consisting of six bedrooms, kitchen, lounge, two bathrooms, two toilets and servants' quarters.

Sale date: 15 December 1993 at 12:00.

Place of sale: 30 Sixth Avenue, Grassy Park.

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.

Date: 2 November 1993.

Pincus Matz - Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 28480/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Robert William Riddle**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town and writ of execution dated 9 September 1993, the following property will be sold in execution to the highest bidder at 47 South Road, Table View, on Tuesday, 7 December 1993 at 14:00, to the highest bidder:

Certain Erf 5196, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 1 004 square metres, also known as 47 South Road, Table View, consisting of single storey residential dwelling, built of brick walls and tiled roof, lounge/dining-room, kitchen, three bedrooms, bathroom, separate toilet, double garage converted into accommodation with separate entrance, gamesroom, granny flat with bedroom, lounge, bathroom, swimming-pool and triple carport.

The conditions of sale may be inspected at the office of the Sheriff, Cape Town, and will be read prior to the sale, the material conditions are:

1. The sale shall be in terms of and subject to the Magistrates' Courts Act and rules.
2. Ten per cent (10%) of the purchase price shall be paid at the time of the sale and the balance together with interest on the Judgment Creditor's claim at 18,5% (eighteen comma five per cent) and on any preferent creditor's claim at the rate payable to such creditor from date of sale to date of transfer, guaranteed within 14 days of sale shall be paid on transfer.
3. The purchaser is liable for Sheriff's commission, transfer costs and duty, costs of execution and any amount due on the property to any local authority.
4. Possession shall be taken on date of sale.

Dated at Claremont on the 2nd day of November 1993.

Coulters van Gend & Kotze, Attorneys for Judgment Creditor, Second Floor, Norwich Life Terrace, 25 Protea Road, Claremont. (Ref. JVG/GS/AC: 13402.)

Case 2739/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Walter David Hurling, and Rosina Sophia Elena Hurling**, Defendants

In pursuance of a judgment in the Magistrate's Court for the District of Somerset West and a writ of execution dated 23 August 1993, the following property will be sold in execution on Tuesday, 14 December 1993 at 10:00, to the highest bidder at Somerset West, Magistrate's Court, Somerset West:

Erf 3002, Macassar, in the Local Area of Macassar, Division of Stellenbosch, in extent 308 (three hundred and eight) square metres, held by Deed of Transfer T 48430/88, also known as 42 Sunset Crescent, Macassar, Cape, which property is said, without warranty as to the correctness thereof, to comprise of a single storey, brick dwelling with three bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold voetstoots and as it stands to the highest bidder.

2. *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 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. Such interest is to be calculated at the rate prescribed in terms of the Prescribed Rate of Interest Act, No. 55 of 1975, or at the rate of interest payable by the Judgment Debtor to such individual creditors as at the date of this sale, or where applicable, calculated in terms of the relevant Mortgage Bond/s passed by the Judgment Debtor in favour of such creditors, whichever interest is the higher. The full balance plus such interest is to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of the sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Wynberg, immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town on 3 November 1993.

Burton - White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, Docex 82, Cape Town. (Tel. 419-9310.) (Fax: 21-6759.) (Ref. D. Burton.)

Case 20/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Arend Simeon Mouton**

The following property will be sold in execution by public auction at 184 Marais Street, Franskraal, to the highest bidder on 10 December 1993 at 10:00:

Erf 184, Franskraal Strand, situated in the Local Area of Franskraal Strand, Division of Caledon, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T23087/82, situated at 184 Marais Street, Franskraal.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedroom and bathroom/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 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 on this the 2nd day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1088/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Johannes Augustinus Baard**

The following property will be sold in execution by public auction held at 29 Malmok Crescent, Vermont, to the highest bidder on 10 December 1993 at 14:00:

Erf 612, Vermont, in the Local Area of Vermont, Division of Caledon, in extent 720 (seven hundred and twenty) square metres, held by Deed of Transfer T16577/92, situated at 29 Malmok Crescent, Vermont.

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: Vacant land.

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 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 1st day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 4814/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **A. H. Marais Seuns (Edms.) Beperk**, Eiser, en **H. Burnett**, Verweerder

Ingevolge 'n vonnis gelewer op 2 September 1993 in die Worcester Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op Maandag, 6 Desember 1993 om 11:00, te Jordaanstraat 9, Worcester, aan die hoogste bieder:

Erf 3705, Worcester, in die munisipaliteit en afdeling Worcester, groot 595 vierkante meter, gehou kragtens Transportakte T31908/1993.

Straatadres: Jordaanstraat 9, Worcester.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. 10% (tien persent) van die koopprijs moet in kontant betaal word ten tye van die verkoping en die volle balans met rente teen die heersende koers van 20% (twintig persent) per jaar bereken op die bedrag van die bedrag van die vonnisskuld-eiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrag versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne 14 dae vanaf datum van verkoping afgelewer moet word.

3. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester hierdie 26ste dag van Oktober 1993.

Maritz Murray & Fourie, Prokureurs vir Eiser, Adderleystraat 26, Worcester. (Verw. JCE/cvw/M94/Z09389.)

Saak 4831/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen **A. H. Marais Seuns (Edms.) Beperk**, Eiser, en **H. Burnett**, Verweerder

Ingevolge 'n vonnis gelewer op 31 Augustus 1993 in die Worcester Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op Maandag 6 Desember 1993 om 10:00, te Kluestraat 9, Worcester, aan die hoogste bieder:

Erf 5189, Worcester, in die munisipaliteit en afdeling Worcester, groot 551 vierkante meter, gehou kragtens Transport-akte T37116/1993.

Straataadres: Kluestraat 22, Worcester.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. 10% (tien persent) van die koopprijs moet in kontant betaal word ten tye van die verkoping en die volle balans met rente teen die heersende koers van 20% (twintig persent) per jaar bereken op die bedrag van die bedrag van die vonnisskuld-eiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrag versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne 14 dae vanaf datum van verkoping afgelewer moet word.

3. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester hierdie 26ste dag van Oktober 1993.

Maritz Murray & Fourie, Prokureurs vir Eiser, Adderleystraat 26, Worcester. (Verw. JCE/cvw/M72/Z09572.)

Case 2554/93

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

In the matter between **Clive Richard Francis**, Plaintiff, and **Oktober Oktober**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 23 September 1993, a sale in execution will be held on Tuesday, 7 December 1993 at 10:00, at 29 Malgas Street, Robinvale, Atlantis, of the following property:

Erf 7879, Wesfleur, in the Atlantis Residential Local Area, Division of Cape, measuring 202 (two hundred and two) square metres, held by Deed of Transfer T18168/91, and subject to the terms and conditions therein referred to.

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.

2. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

3. 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 bank rate to be paid against registration of transfer, which will be given/taken immediately after the sale in execution.

(4) The full conditions of sale will be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Malmesbury, and at the offices of Truter & Gibberd, 105 Harrington Street, Cape Town. [Tel. (021) 462-4460.]

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **NBS Bank Beperk**, Eiser, en **B. & M. L. Saayman**, Verweerders

Eiendom geleë te Bainesweg 8, Richwood.

Ingevolge 'n vonnis van die Landdroshof, Goodwood, gedateer 28 September 1993 en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf by die perseel te Bainesweg 8, Richwood, per publieke veiling te koop aangebied op 9 Desember 1993 om 12:00:

Erf 1278, Richmond Park, Richwood, ook bekend as Bainesweg 8, Richwood, afdeling Kaap, groot 481 (vierhonderd een-en-tagtig) vierkante meter, gehou kragtens Transportakte T59064/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Goodwood, 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 10% (tien persent) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) 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 koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Goodwood, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Carel Cilliersstraat 1, Bellville.

Gedateer die 4de November 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ESN319.)

Case 32207/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sidumile Maxwell Jojo**, Defendant

In pursuance of a judgment dated 11 November 1992 and an attachment on 12 January 1993, the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 3 December 1993 at 14:15:

Erf 8517, kwaZakhele, Administrative District of Port Elizabeth, in extent 243 (two hundred and forty-three) square metres, situated at 8517 Site & Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including Value-Added Tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Sheriff's charges, 4% (four per cent), are also payable on date of sale.

Dated at Port Elizabeth on this the 2nd day of November 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Saak 796/93

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen **Boland Bank Beperk**, Eiser, en **J. A. Appolis**, Verweerder

Ter uitvoering van 'n vonnis van die Landdros, De Aar, en 'n lasbrief gedateer 8 September 1993, sal die ondervermelde eiendom in eksekusie verkoop word op 8 Desember 1993 om 10:00, te Madge Harckstraat 2, Louisville, De Aar:

Erf 4107, De Aar, geleë in die Munisipaliteit van De Aar, afdeling Philipstown, groot 822 (agthonderd twee-en-twintig) vierkante meter.

Voorwaardes van verkoop: Die eiendom word verkoop aan die hoogste bieder onderhewig aan die voorwaardes van die Landdroshofwet en die reëls daaronder gemaak en onderhewig aan die voorwaardes van die transportakte in soverre die van toepassing is.

Terme: Die koopprys sal in kontant betaal word by registrasie van transport of andersins, soos die afslaer of bode mag reël.

Die koopprys moet gewaarborg word deur goedgekeurde bank- of bougenootskapwaarborg, gelewer te word op aanvraag van die Eiser.

Voorwaardes: Die volle voorwaardes van verkoop, gelees te word deur die afslaer onmiddellik voor die verkoping, is ter insae by die Balju, De Aar.

André Venter, Boland Bank-gebou, Voortrekkerstraat 47, De Aar.

Case 2449/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Daniel Lott** and **Siena Lott**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 13 December 1993 at 09:00, to the highest bidder:

Erf 3838, Kleinvlei, in extent 225 (two hundred and twenty-five) square metres, held by T10700/89, situated at 18 Riddle Street, Park Avenue Village, Kleinvlei, 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 15,25% (fifteen comma two 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 bank guarantee to be delivered within 14 (fourteen) 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. D1U0219/gl.)

Case 11453/93

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 **Jan Jacobus Jonkers**, First Execution Debtor, and **Claudia Jacqueline Ellazita Jonkers**, 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, 15 December 1993 at 09:15, in front of the Kuils River Magisterial Court-house:

Erf 4340, Blue Downs, in the Blue Downs Local Area, Division of Stellenbosch, situated at 19 Spurwing Drive, Eerste River, Blue Downs, measuring 319 (three hundred and nineteen) square metres, held by Title Deed T5068/92, dated 30 January 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 3rd day of November 1993.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z27582.)

Case 60764/91

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

In the matter between **Phillip Isaac Williams**, Plaintiff, and **Reynold Rudolf Paulse**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 1 September 1992, a sale in execution will be held on Monday, 20 December 1993 at 14:00, at 27 Golden Gate Way, Portlands, Mitchells Plain, of the following property:

Erf 15548, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 168 (one hundred and sixty-eight) square metres, held by Deed of Transfer T62276/91, and subject to the terms and conditions therein referred to.

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.
2. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
3. 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 bank rate to be paid against registration of transfer, which will be given/taken immediately after the sale in execution.
4. The full conditions of sale will be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg, and at the offices of Truter & Gibberd, 105 Harrington Street, Cape Town. [Tel. (021) 462-4460.]

Case 36274/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between Truter & Gibberd, Plaintiff, and T. Bam, Defendant**

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 1 September 1993, a sale in execution will be held on Tuesday, 21 December 1993 at 14:00, at 1 Cheltenham Road, Wetton, of the following property:

Erf 3115, Ottery, in the area of the Local Council of Ottery East, Cape Division, measuring 497 (four hundred and ninety-seven) square metres, held by Deed of Transfer T833/90, and subject to the terms and conditions therein referred to.

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.
2. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.
3. 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 bank rate to be paid against registration of transfer, which will be given/taken immediately after the sale in execution.
4. The full conditions of sale will be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg, and at the offices of Truter & Gibberd, 105 Harrington Street, Cape Town. [Tel. (021) 462-4460.]

Case 59133/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****ABSA Bank Limited, trading as United Bank, versus Ismail Titus**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on 8 December 1993 at 10:00, to the highest bidder:

Erf 789, Mitchells Plain, in extent 121 square metres, held by T48152/1989, situated at 10 Apricot Close, Westridge, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:
Double storey 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 15,25% (fifteen comma two 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 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. D1U1519/gl.)

Case 7761/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY****ABSA Bank Limited, trading as United Bank, versus James Malcolm Alexander and Ashleen Claudette Alexander**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Monday, 13 December 1993 at 10:00, to the highest bidder:

Erf 8308, Wesfleur, in extent 113 square metres, held by T4626/1992, situated at 4 Lavinia Close, Avondale, Wesfleur, Atlantis, 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. D3U0453/gl.)

Case 9258/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Gordon's Cape Cottage CC**

The following property will be sold in execution at the site of the property, 13 Aandblom Avenue, Devils Peak, Cape Town, on Tuesday, 14 December 1993 at 09:30, to the highest bidder:

Erf 343, Vredehoek, in extent 144 square metres, held by T21634/1990, situated at 13 Aandblom Avenue, Devils Peak, Cape Town.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge/dining-room, kitchen, three bedrooms and bathroom/shower/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0296/gl.)

Case 602/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

ABSA Bank Limited, trading as United Bank *versus* **Andrew Schmidt and Patricia Ann Schmidt**

The following property will be sold in execution at the site of the property, 14 Easson Road, Norfolk Park, Tokai, Cape, on Wednesday, 15 December 1993 at 10:00, to the highest bidder:

Erf 117432, Cape Town at Retreat, in extent 416 square metres, held by T28984/1987, situated at 14 Easson Road, Norfolk Park, Tokai, Cape.

1. The following improvements are reported but not guaranteed:

Double storey dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet. Single 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 15,25% (fifteen comma two 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 bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1532/gl.)

Case 10987/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Joseph Manuel and Lindsey Danielle Manuel**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 13 December 1993 at 09:00, to the highest bidder:

Erf 792, Blue Downs, in extent 411 square metres, held by T29280/1988, situated at 28 Victoria Road, Tuscany Glen, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, main en suite bathroom/toilet, shower/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D9U1987/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Lawrence November and Elizabeth November and Johan Garland**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 13 December 1993 at 09:00, to the highest bidder:

Erf 4816, Eerste River, in extent 464 square metres, held by T59248/1989, situated at 78 Daventry Road, Houghton Place, Eerste River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U2449/gl.)

Case 8709/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as United Bank *versus* **Cheryl Maureen Bennett**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 13 December 1993 at 09:00, to the highest bidder:

Erf 800, Hagley, in extent 301 square metres, held by T73040/1989, situated at 6 Bradford Close, Kuils River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U1895/gl.)

Case 167/93

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

ABSA Bank Limited, trading as United Bank *versus* **Daniel Johannes Jansen and Helena Francina Jansen**

The following property will be sold in execution at the site of the property, 3 Jacaranda Street, Tulbagh, Cape, on Friday, 10 December 1993 at 10:00, to the highest bidder:

Erf 1333, portion of Erf 738, Tulbagh, in extent 584 square metres, held by T74829/1991, situate at 3 Jacaranda Street, Tulbagh, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two 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 bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0281/gl.)

Case 22307/91

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

ABSA Bank Limited, trading as United Bank *versus* **Granville Dennis Morris**

The following property will be sold in execution at the site of the property, 1-8 Raapkraal Road, Steenberg, Cape, on Friday, 10 December 1993 at 12:00, to the highest bidder:

Erf 4732, Constantia, in extent 6290 square metres, held by T67446/1988, situated at 1-8 Raapkraal Road, Steenberg, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, four bedrooms, bathroom/toilet, store, play room, bathroom/toilet, bathroom, flatlet, several store-rooms, office and commercial workshop.

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. D0U2647/gl.)

Case 5313/93

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

ABSA Bank Limited, trading as Allied Bank *versus* **Sam Sas and Maxguline Sas**

The following property will be sold in execution in front of the Court-house for the District of Paarl, on Thursday, 9 December 1993 at 10:00, to the highest bidder:

Erf 19364, Paarl, in extent 129 square metres, held by T43918/1991, situated at 30 Paarlita Park, New Orleans, Paarl East, 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 15,25% (fifteen comma two 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 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. D3A0406/gl.)

Case 7421/92

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

ABSA Bank Limited, trading as United Bank *versus* **Hendrik Frederick Potgieter**

The following property will be sold in execution at the site of the property, 11 Cabernet Street, Table View, Cape, on Tuesday, 14 December 1993 at 14:00, to the highest bidder:

Erf 14130, Milnerton, in extent 648 square metres, held by T31067/1991, situated at 11 Cabernet Street, Table View, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, family room, kitchen, four bedrooms, bathroom/shower/toilet, shower/toilet and single garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two 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 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. D2U0415/gl.)

Case 19084/91

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

ABSA Bank Limited, trading as United Bank *versus* **Bernard Jonathan Majiet and Sharon Majiet**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 15 December 1993 at 10:00, to the highest bidder:

Erf 6067, Mitchells Plain, in extent 176 square metres, held by T68457/1989, situate at 16 Picadilly Close, Portland, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Semi detached dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two 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 bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0425/gl.)

Case 12017/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and **Alister Kevin Jampies**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood, dated 30 September 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 Goodwood, to the highest bidder on 6 December 1993 at 11:00:

Erf 19655, Parow, in the Local Area of Elsie's River, Cape Division, in extent 158 (one hundred and fifty-eight) square metres.

Street address: 111 Bertha Street, Cravenby Estate, Parow.

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: Dwelling with asbestos roof, brick walls, lounge, kitchen, three bedrooms and 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, Epping Avenue, Elsie's River.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 5th day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 2730/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and **Philip George Gerard**, First Execution Debtor, and **Annamaria Catharina Gerard**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Somerset West, dated 22 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 7 December 1993 at 11:00:

Erf 1346, Somerset West, in the Municipality of Somerset West, Division of Stellenbosch, in extent 956 (nine hundred and fifty-six) square metres.

Street address: 24 Briza Street, Briza Estate, Somerset West.

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: Entrance-hall, lounge, dining-room, family room, study, three bedrooms, bathroom/shower and toilet. Outbuildings: Staff room, stores, laundry and garage.

(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, 5 Church Street, Somerset West.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 8th day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 15951/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and **Hendrik Joon**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 24 September 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 8 December 1993 at 10:00:

Erf 11701, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 155 (one hundred and fifty-five) square metres.

Street address: 11 Southern Cross, Rocklands, 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: Brick residence under tiled roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

(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: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 8th day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 31952/91

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

ABSA Bank Limited (trading as United Bank), *versus* **Cornelia Maria Toet**

The following property will be sold in execution at the site of the property, 3 Aristia Close, Platteklouf, Cape, on Friday, 10 December 1993 at 13:00, to the highest bidder:

Erf 21348, Parow, in extent 1 241 square metres, held by T7142/1990, situated at 3 Aristia Close, Platteklouf, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, dining-room, family room, study, kitchen/scullery, four bedrooms, dressing room and two bathrooms/shower/toilet. Servant's room and bathroom/toilet. Double garage, two store-rooms and swimming-pool.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1307/gl.)

Case 1708/93

IN THE SUPREME COURT OF SOUTH AFRICA (Eastern Cape Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Michael Anthony Earl-Taylor**, Defendant

In pursuance of a judgment granted by the above Honourable Court on 30 September 1993, the hereinafter mentioned property shall be sold in execution by the Sheriff for the District of Albany, on Wednesday, 8 December 1993 at 10:00, at the Magistrate's Court, High Street, Grahamstown:

Erf 6424, Grahamstown, in the Municipality of Grahamstown Division of Albany, in extent 837 (eight hundred and thirty-seven) square metres, held in terms of Deed of Transfer T6867/1992.

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:

Dwelling-house consisting of plastered stone under iron, lounge, kitchen, three bedrooms, separate dining-room, one and a half bathroom and partially enclosed garden.

Residential address: 10 Jackson Street, Grahamstown.

Municipal zoning: Residential.

The conditions of sale may be inspected at the offices of the Sheriff, High Street, Grahamstown.

Dated at Grahamstown this 5th day of November 1993.

Neville Borman & Botha, for Attorneys for Plaintiff, High Street, Grahamstown. (Ref. Mr Borman).

Saak 92/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MONTAGU GEHOU TE MONTAGU

In die saak tussen **P. K. Williams**, Eiser, en **B. Foulding**, Verweerder

Ingevolge 'n vonnis in die Landdroshof te Montagu en 'n lasbrief vir eksekusie, sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 10 Desember 1993 om 10:00, op die perseel:

Erf 796, Ashton, groot 796 (sewehonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Transport T51269/1987, geleë te Coronationlaan, Ashton.

Die verbeterings op die eiendom bestaan uit die volgende:

Half-voltooid drie slaapkamer, sitkamer, eetkamer, kombuis, badkamer, buitekamer en enkelmotorhuis.

Voorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. Die volledige verkoopvoorwaardes wat deur die afslaer onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Afslaer, Sandler Smith & Kie., Badstraat, Montagu, se kantoor.

Sandler Smith & Kie., Prokureurs vir Eiser, Badstraat, Posbus 40, Montagu. [Tel. (0234) 4-1107.] (Verw. mnr. Doubell/rf.)

Saak 1439/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE POSTMASBURG

In die saak tussen **Standard Bank**, **Postmasburg**, Eiser, en **Dusk Steelworks**, Verweerder

Kragtens 'n verstekvonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie tot Geregtelike Verkoop gedateer 26 Oktober 1993, sal die ondervermelde vaste eiendom geregtelik verkoop word voetstoots en per openbare veiling, aan die hoogste bieder voor die Landdroshof, Postmasburg, op 3 Desember 1993 om 10:00, naamlik:

Sekere Erf 1314, geleë in die dorp Postmasburg, afdeling Hay, groot 4 558 vierkante meter.

Die volgende inligting word verstrek, maar nie gewaarborg nie:

Die eiendom is geleë te Mikaweg 4, Postmasburg. Die verbeterings bestaan uit 'n werkswinkel, toilet en twee kantore.

Belangrike verkoopvoorwaardes:

1. *Betaling:* 10% (tien persent) van die koopprijs plus afslaerskommissie in kontant teen ondertekening van die verkoopvoorwaardes tesame met koste van advertensie. Die balans plus rente teen registrasie van transport en waarvoor 'n goedgekeurde bank- of bouverenigingswaarborg binne 21 dae na datum van veiling aan Eiser se prokureurs voorsien moet word.

2. Die koper betaal rente teen heersende koerse aan die Eiser vanaf datum van verkoop.

3. Die koper betaal agterstallige belastinge.

4. Die verkopings is onderhewig aan die bepalings van die Wet op Landdroshowe.

Volledige verkoopvoorwaardes lê ter insae by die kantore van Fourie-Strauss, Randjiesstraat 18, Postmasburg.

Geteken te Postmasburg op hierdie 5de dag van November 1993.

J. H. Strauss, vir Fourie-Strauss, Prokureurs vir Eiser, Posbus 400, Postmasburg, 8420.

Case 35535/93

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

In the matter between **Cape of Good Hope Bank Limited**, Plaintiff, and **Avenue Schaapkraal CC**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Wynberg in the above matter, a sale will be held on site, popularly known as Freddy's, Erf 133, 15th Avenue, Schaap Kraal, on Monday, 13 December 1993 at 14:00, of the following immovable property:

Remainder: Erf 133, Schaap Kraal, Cape Division, in extent 4 104 (four thousand one hundred and four) square metres, held by Defendant under Deed of Transfer T16840/1990.

1. *The property consists of the following:* Detached one storey house on a 4 104 square metres erf, with lounge, kitchen, three bedrooms, bathroom and shower under a pitched roof of asbestos, the walls are plastered and painted, outbuildings consist of two garages, two carports and three store-rooms (constructed with concrete panels), the house is secured by burglar bars.

2. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the property will be sold to the highest bidder voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 22% (twenty-two per cent) per annum, from the date of sale, such balance to be secured by an approved guarantee for payment thereof within fourteen (14) days of sale.

3. *The buyer shall:*

(a) Pay auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

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

Dated at Cape Town on this the 4th day of November 1993.

Sonnenberg Hoffmann & Galombik Inc., Attorneys for Plaintiff, Liberty Life Centre, 22 Long Street, Cape Town. (Ref. K. Pretorius/cf/M151997.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 33154/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Maxim Claude Koenig**, First Defendant, and **Jennifer Koenig**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town, and writ of execution, dated 11 January 1993, the property listed hereunder, and commonly known as Flat 8, Greystoke Lodge, Tamboerskloof, will be sold in execution at the premises on Monday, 13 December 1993 at 09:30, to the highest bidder:

A unit consisting of:

(a) Section 4, as shown and more fully described on Sectional Plan SS60/1988, in the scheme known as Greystoke Lodge, in the land and building or buildings situated at Tamboerskloof, in the Municipality of Cape Town, Cape Division, of which the floor area, according to the said sectional plan is 77 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, which unit is held by Deed of Transfer Title ST7464/92 dated 16 June 1992.

The following improvements are reported to be on the property, but nothing is guaranteed: A flat 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, Cape Town, Mandatum House, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8th day of November 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1344.)

Case 25028/93

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 **Palenivelu Moodley**, Judgment Debtor

In execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, 9 December 1993 at 14:00, on site of the immovable property referred to below:

Remainder Erf 41085, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, measuring 625 m² (six hundred and twenty-five square metres), held by Deed of Transfer T73747/1989, and subject to such conditions as are contained or referred to therein, also known as 7 Bornite Road, Penlyn Estate, Athlone, consisting of brick walls and a tiled roof, lounge, kitchen, four bedrooms, bathroom, toilet and double garage.

The said information is furnished in good faith but is not guaranteed.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price together with interest at the ruling interest rate to be paid against registration of transfer, and received within 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.

H. C. Stubbings, for Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town, 8001. (Ref. HCS/gr/05571/55374.)

Case 2900/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN**

In the matter between **ABSA Bank Limited**, trading as United Bank vs **Neil Brian Smith**

Magistrate's Court, Cape Town, Case 2900/92. ABSA Bank Limited, trading as United Bank vs Neil Brian Smith. The following property will be sold in execution, at the premises of 31 Queen Street, Woodstock, Cape, on Monday, 13 December 1993 at 11:30, to the highest bidder:

Erf 142121, Cape Town, at Woodstock, in extent 214 (two hundred and fourteen) square metres, held by Deed of Transfer T6773/1990, situated at 31 Queens Road, Woodstock, Cape.

1. The following improvements are reported but not guaranteed: Two bedrooms, lounge, kitchen, bathroom, toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per 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 (fourteen) 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.

Vavatzanidis & Associates, Attorneys for Judgment Creditor, Ninth Floor, Thibault House, Thibault Square, Cape Town. (Ref. RGH/jh/92/16.)

Case 6909/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN**

In the matter between **First National Bank of SA Limited**, Plaintiff, and **Adel Razak**, Defendant

The undermentioned property will be sold in execution by public auction at the mortgaged premises on Monday, 13 December 1993 at 10:30, to the highest bidder, namely:

Erf 12406, Cape Town at Woodstock, situated in the City of Cape Town, Cape Division, in extent 209 square metres; and

Erf 12407, Cape Town at Woodstock, situated in the City of Cape Town, Cape Division, in extent 549 square metres, held by Deed of Transfer T37226/86, situated at 17 Lever Street, Walmer Estate, Cape Town.

1. The following improvements on the property are reported, but nothing is guaranteed, namely: A single-storey detached dwelling built of brick walls under a corrugated iron roof comprising of five rooms, kitchen and bathroom/w.c. with outbuildings comprising of a separate garage, maids quarters and laundry, built of brick walls under a corrugated iron roof.

2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the rate of 19,25% (nineteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mandatum Building, Barrack Street, Cape Town.

Dated at Claremont this the 11th day of November 1993.

T. M. Chase, for Buchanan Boyes Thompson Smithers Inc., 12 Brooke Street, Claremont. (Tel. 61-1151.)

Saak 626/92**IN DIE LANDDROSHOF VIR DIE DISTRIK GRAAFF-REINET GEHOU TE GRAAFF-REINET**

In die saak tussen **Volkskas Bank Limited**, Eiser, en **Paddy John Hartdegen**, Verweerder

Ter uitvoering van 'n vonnis van die bogenoemde Agbare Hof gedateer 25 Mei 1993, en beslaglegging in eksekusie gedateer 1 Junie 1993, sal die ondergemelde eiendom in eksekusie verkoop word op 4 Desember 1993 om 10:00, voor die Landdroskantoor, Graaff-Reinet, synde:

Erf 1322, Graaff-Reinet, geleë in die munisipaliteit en afdeling Graaff-Reinet, groot 185 (een agt vyf) vierkante meter.

Die Restant van Erf 1323, Graaff-Reinet, geleë in die munisipaliteit en afdeling Graaff-Reinet, groot 12 (twaalf) vierkante meter, gehou kragtens Transportakte T52082/89 en onderhewig aan al die voorwaardes wat daarin vervat word.

Verkoopvoorwaardes:

1. Die eiendom word voetstoot verkoop en niks word gewaarborg nie.
2. Die eiendom word verkoop onderworpe aan die bepalings van die Wet op Landdroshowe, en die reëls daartoe, onderworpe aan die titelvoorwaardes en ook onderworpe aan die eise van voorkeurskuldeisers.
3. 'n Deposito van 10% (tien persent) op die koopsom, tesame met die afslaerfooie van 4% (vier persent), sal betaalbaar wees in kontant op die dag van die veiling. Die balans van die koopsom sal verseker word by wyse van 'n bank- of bougenootskapwaarborg tot bevrediging van die Eiser se transportbesorgers binne 21 (een-en-twintig) dae na datum van die verkoping.
4. Die koper sal betaal enige gelde nodig om transport te neem, insluitende huidige munisipale of plaaslike owerheidsbelastingheffings en ander regskoste betrekking daartoe sowel as betaling van alle versekeringspremies ten opsigte van enige versekering van verbetering op die eiendom wat betaalbaar mag word na ondertekening deur die koper van die verkoopvoorwaardes.
5. Die volle verkoopvoorwaardes sal voorgelees word deur die Balju onmiddellik voor die veiling en sal intussen ter insae lê by die kantoor van die Balju, Kollegeweg 36, Graaff-Reinet.

Gedateer te Graaff-Reinet op hierdie 3de dag van November 1993.

V. Dercksen & Vennote, Prokureurs vir Eksekusieskuldeiser, Kerkstraat 14, Graaff-Reinet.

Saak 626/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GRAAFF-REINET GEHOU TE GRAAFF-REINET

In die saak tussen **Volkas Bank Limited**, Eiser, en **J. R. Goliath**, Verweerder

Ter uitvoering van 'n vonnis van die bogenoemde Agbare Hof gedateer 5 Augustus 1993, en beslaglegging in eksekusie gedateer 25 Augustus 1993, sal die ondergemelde eiendom in eksekusie verkoop word op 4 Desember 1993 om 10:00, voor die Landdroskantoor, Graaff-Reinet, synde:

Erf 2824, Graaff-Reinet, geleë in die munisipaliteit en afdeling Graaff-Reinet, groot 1 190 (een een nege nul) vierkante meter, gehou kragtens Transportakte T2559/90 en onderhewig aan al die voorwaardes wat daarin vervat word.

Verkoopvoorwaardes:

1. Die eiendom word voetstoot verkoop en niks word gewaarborg nie.
2. Die eiendom word verkoop onderworpe aan die bepalings van die Wet op Landdroshowe, en die reëls daartoe, onderworpe aan die titelvoorwaardes en ook onderworpe aan die eise van voorkeurskuldeisers.
3. 'n Deposito van 10% (tien persent) op die koopsom, tesame met die afslaerfooie van 4% (vier persent), sal betaalbaar wees in kontant op die dag van die veiling. Die balans van die koopsom sal verseker word by wyse van 'n bank- of bougenootskapwaarborg tot bevrediging van die Eiser se Transportbesorgers binne 21 (een-en-twintig) dae na datum van die verkoping.
4. Die koper sal betaal enige gelde nodig om transport te neem, insluitende huidige munisipale of plaaslike owerheidsbelastingheffings en ander regskoste betrekking daartoe sowel as betaling van alle versekeringspremies ten opsigte van enige versekering van verbetering op die eiendom wat betaalbaar mag word na ondertekening deur die koper van die verkoopvoorwaardes.
5. Die volle verkoopvoorwaardes sal voorgelees word deur die Balju onmiddellik voor die veiling en sal intussen ter insae lê by die kantoor van die Balju, Kollegeweg 36, Graaff-Reinet.

Gedateer te Graaff-Reinet op hierdie 3de dag van November 1993.

V. Dercksen & Vennote, Prokureurs vir Eksekusieskuldeiser, Kerkstraat 14, Graaff-Reinet.

Saak 3705/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **ESKOM**, Eiser, en **Diteko Petros Buffel**, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 22 Oktober 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Kimberley, op Donderdag, 9 Desember 1993 om 10:00:

Sekere Erf 21683, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 326 vierkante meter, gehou kragtens Akte van Transport T933/1989, ook bekend as Offenbachstraat 13, Pescodia, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 9867/93

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 **Alan Frederick Petersen**, First Defendant, and **Wilhelmina Petersen**, Second Defendant

Pursuant to the judgment of the above Court granted on 20 September 1993 and writ of execution issued thereafter, the undermentioned property will be sold in execution on Wednesday, 8 December 1993 at 12:00, at 22 Sapphire, Rocklands, Mitchells Plain:

Erf 18683, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent one hundred and sixty (160) square metres, held under Deed of Transfer T56157/91, known as 22 Sapphire, Rocklands, Mitchells Plain.

The following buildings are situated on the property although in this respect nothing is guaranteed: A semi-detached dwelling-house, three bedrooms, bathroom, kitchen, lounge, dining-room and carport.

Conditions of sale: 10% (ten per cent) of the purchase price together with the Sheriff's charges in cash or by means of bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the acting Sheriff of the Supreme Court for the District of Mitchells Plain, Maynard House, Maynard Road, Wynberg, 7800.

Signed at Cape Town this 4th 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.)

Case 6201/93

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

In the matter between **Boland Bank Limited**, Plaintiff, and **Judith Marais**, 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 Salesrooms, of the Sheriff of the Supreme Court for Humansdorp, at C. W. Malan & Co., 52 Hoof Street, Humansdorp, on 10 December 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 at C. W. Malan & Co., 52 Hoof Street, Humansdorp, prior to the sale:

Certain Erf 898, Sea Vista, St Francis Bay Township, Registration Division IQ, Cape Province, situated at Yldabara Run, St Francis Bay, measuring 1 091 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A double storey thatch roof within walking distance from main beach.

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 date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R15 000 (fifteen thousand rand) and thereafter 2½% (two and a half per cent) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R50 (fifty rand).

Dated at Johannesburg this 8th day of November 1993.

P. J. de Wet, for Smit, De Wet & Partners, Plaintiff's Attorneys, 13th Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 208, Johannesburg, 2000. (Tel. 337-6120.)

Case 9087/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mogamat Noor Isaacs**, First Defendant, and **Faried Hendricks**, Second Defendant, and **Julaiga Salie**, Third Defendant

Be pleased to take notice that the following property will be offered for sale in execution on Thursday, 9 December 1993 at 10:30, at the premises being 3-32 Kingsley Road, Salt River:

Erf 15791, Cape Town, at Salt River, in the Municipality of Cape Town, Cape Division, in extent 260 (two hundred and sixty) square metres, held by Mogamat Noor Isaacs and Derieshia Isaacs as to an undivided one half share by Deed of Transfer T11756/1987, and held by Faried Hendricks and Julaiga Salie as to the other undivided half share by Deed of Transfer T11755/1987.

A deposit of 10% (ten per cent) of the purchase price is payable in cash at the sale and the balance on registration of transfer. The conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court at Mandatum Building, Barrack Street, Cape Town, and at Schneider Sharkey & Klitzner, 173 Bree Street, Cape Town.

Dated at Cape Town on this 9th day of November 1993.

L. Schneider, for Schneider Sharkey & Klitzner, 173 Bree Street, Cape Town.

Saak 1227/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **Nedcor Bank Beperk**, Vonnissskuldeiser, en **Constance Adams**, Vonnissskuldenaar

Die volgende onroerende eiendom sal in eksekusie verkoop word op 3 Desember 1993 om 09:30 te Westerdamstraat 6, Diazville, Saldanha, naamlik:

Erf 6359, Saldanha, geleë in die munisipaliteit Vredenburg-Saldanha, administratiewe distrik Malmesbury, groot 474 vierkante meter, gehou deur Vonnissskuldenaar kragtens Transportakte T45098/88 en onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Verbeterings (nie gewaarborg): Vierslaapkamerwoonhuis met gastekamer, studeerkamer, sitkamer, kombuis, een en 'n halwe badkamer.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet No. 3 van 1966 en Wet No. 36 van 1966.

2. Een tiende van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. [Tel. (02281) 4-2244.]

Case 6831/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Allied Bank**, Plaintiff, and **Bull Welman**, Defendant

In pursuance to a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 23 March 1993 the property listed hereunder will be sold in execution on Friday, 3 December 1993 at 14:15, at the front entrance of the Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

Erf 6707, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 258 square metres, situated at 26 Lundall Crescent, Bethelsdorp Extension 26B, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: House under asbestos roof consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial building society loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on the 8th day of November 1993.

J. G. Richards, for Rushmere Noach Inc, Plaintiff's Attorneys, 21 Chapel Street, Port Elizabeth. [Tel. (041) 55-7788.] (Ref. Mr Richards/ap.)

Saak 19591/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **ABSA Bank Beperk**, Eiser, en **A. C. Crous**, Eerste Verweerder, en **J. Crous**, Tweede Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Dinsdag, 14 Desember 1993 om 12:30, by die perseel van die onroerende eiendom, te wete Botrivierstraat 4, Protea-vallei:

Op die onroerende eiendom wat te koop aangebied word is 'n baksteenwoonhuis met sinkdak. Die woonhuis bestaan uit 'n ingangsportaal, 'n eetkamer, TV-kamer, sitkamer, drie slaapkamers, twee en 'n half badkamers, kombuis, waskamer, spens en dubbelmotorhuis. Die eiendom word beskryf as:

Sekere Erf 20687, Bellville, in die munisipaliteit en afdeling Bellville, groot 899 (agthonderd nege en negentig) vierkante meter, gehou kragtens Transportakte T9144/1988.

Voormelde eiendom is beswaar met die volgende verbande:

- (a) B18369/1989 vir 'n bedrag van R20 000 ten gunste van United Bouvereniging.
- (b) B53223/1988 vir 'n bedrag van R80 000 ten gunste van United Bouvereniging.
- (c) B6382/1991 vir 'n bedrag van R23 309 ten gunste van United Bouvereniging.
- (d) B774/1992 vir 'n bedrag van R22 083 ten gunste van ABSA Bank.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalinge van artikel 66 van voormelde Wet.

2. Een tiende ($\frac{1}{10}$) van die koopprijs moet kontant of deur middel van 'n bank-gewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprijs, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg gewaarborg word.

3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Northumberlandstraat 29, Bellville.

Geteken te Bellville op die 2de dag van November 1993.

L. Sandenbergh, vir Van Reenen & Vennote, Tygerbergsentrum 301, Voortrekkerweg, Bellville. (Verw. LS/SLH.)

Saak 2354/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **P. J. van Wyk**, Verweerder

Ter uitvoering van 'n vonnis wat in die bogemelde Hof teen die bogemelde Verweerder toegestaan is en 'n lasbrief vir eksekusie gedateer 13 September 1993 al die hiernavermelde eiendom op 15 Desember 1993 om 12:00, verkoop word in eksekusie te Ferdinandstraat 12, Plettenbergbaai. 'n Enkelverdieping baksteenhuus met asbesdak, vier slaapkamers en dubbelmotorhuus:

Erf 438, Plettenbergbaai, in die munisipaliteit van Plettenbergbaai, afdeling Knysna, groot 1 241 vierkante meter.

Verkoopvoorwaardes:

1. Die eiendom word per stygende bod aan die hoogste bieder verkoop, voetstoots en onderhewig aan die bepalinge en voorwaardes van die Landdroshofwet en die reëls daarkragtens gemaak, en van die transportakte, sover dit van toepassing mag wees.

2. 10% (tien persent) van die koopprijs word in kontant of met 'n bankgewaarborgde tjek betaal sodra die eiendom as verkoop verklaar is en die balans van die koopprijs word tesame met rente teen 18% (agtien persent) per jaar op die volle koopprijs binne tien (10) dae na die veiling deur 'n bank of bouverenigingwaarborg gewaarborg, goedgekeur deur die Eiser se prokureurs.

Voorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Markstraat 35, Knysna.

Gedateer te Knysna hierdie 10de dag van November 1993.

E. A. Meyer & Martin, Eiser se Prokureurs, Hoofstraat 20, Knysna.

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

In re **Standard Bank of S.A. Limited**, Plaintiff, and **Loots, J. E.**, First Defendant, and **Mare, L.D.**, Second Defendant

The property which will be put up to auction on 3 December 1993, consists of:

Certain: Erf 123, Oesterbaai Township, Registration IR, Oesterbaai, a Division of Humansdorp, measuring 625 (six hundred and twenty-five) square metres, held by virtue of Deed of Transfer T2460/83. Herein referred to as the property.

The sale shall be subject to the following conditions:

1. The property shall be sold by the Deputy Sheriff of Humansdorp, to the highest bidder without reserve and subject to the conditions that there is no condition in the title deeds and/or in any exactment prohibiting registration of transfer into the purchaser's name.

2. The sale shall be for rands, and no bid of less than R100 (one hundred rand) shall be accepted.

3. If any dispute arises about any bid, the property may be again put up to auction.

4. If the auctioneer makes any mistake in selling, such mistake shall not be binding on any of the parties, but may be rectified.

5. The purchaser shall, as soon as possible after the sale and immediately on being requested by the Sheriff for Humansdorp, sign these conditions.

6.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price forthwith upon completion of the bidding in terms of this sale.

6.2 The balance of the purchase price together with interest on the whole purchase price at the rate of 19,00% (nineteen per cent) per annum from the date of sale to the date of registration of transfer shall be secured by a bank or building society or other acceptable guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the said Sheriff within (14) days of the date of sale; subject to the further provisions that the interest rate payable by the purchaser in terms of this clause shall not be lower than the highest rate of interest payable in terms of any bond registered over the property.

6.3 In addition upon completion of the bidding in terms of this sale the purchaser shall furnish the Sheriff with his original documents.

6.4 In addition if requested to do so by the Execution Creditor, the purchaser shall complete and sign all documents necessary for the purpose of registering of the property into his name.

6.5 Notwithstanding the provisions of this clause 6, in the event of the Execution Creditor purchasing the property it will be necessary for the Execution Creditor to provide the deposit and commission on the date of sale but that such payments will be made by the Execution Creditor as soon as reasonably practicable after the date of sale.

7. Transfer of the property shall be attended to by the Execution Creditor's attorneys as soon as possible after the purchaser has complied with all his obligations in terms thereof.

8.1 In the event of the Execution Creditor submitting the highest bid at this sale in execution, then and in such event, a binding agreement of purchase and sale shall occur only in the event that the Execution Creditor shall not have nominated a purchaser ("nominee") who shall validly have accepted such nomination within twenty-one (21) days from date hereof, provided that pending such nomination or the expiry of the said period of twenty-one (21) days neither the Sheriff nor the Execution Creditor shall be entitled to resile from these conditions of sale.

8.2 It is recorded that in the event of the Execution Creditor nominating such nominee, the date of sale be deemed to be the date of such nomination or failing nomination shall be the date of the expiry of the said period of twenty-one (21) days. It is further recorded that upon nomination of the nominee in terms of this clause the Execution Creditor shall be released from all obligations in terms of these conditions of sale and the nominee be bound by all such conditions including the obligation to pay commission to the Sheriff.

9. If the purchaser fails to carry out any of his obligations under the conditions of sale, the sale may be cancelled by the Judge summarily on the report of the Sheriff after due notice to the purchaser, and the property may again be put up for sale; and the purchaser shall be responsible for any loss sustained by reason of his default, which loss may, on the application of any aggrieved creditor whose name appears on the Sheriff's distribution account, be recovered for him under judgment of the Judge pronounced summarily on a written report by the Sheriff, after such purchaser shall have received notice in writing that such report will be laid before the Judge for such purpose, and if he is already in possession of the property, the Sheriff may, on seven (7) days notice apply to a Judge for an order ejecting him or any person claiming to hold under him therefrom.

10. The purchaser shall, on the day of the sale, pay to the Sheriff 5% (five per centum) auctioneer's charges, minimum 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 centum) up to a maximum fee of R6 000 (six thousand rand) and in addition, when requested thereto by the Execution Creditor's attorneys, pay to the said attorneys costs of transfer, including transfer duty, fees, stamps (if any), any arrear rates, levies, water and electricity charges and taxes and any other charges necessary to effect transfer. All the above-mentioned amounts shall be payable by the purchaser as a liability over and above the purchase price.

11.1 The purchaser shall take possession of the property immediately after payment of the initial deposit and from the date of possession be liable for all rates, taxes and any other charges levied whether current or arrears on the property by a competent authority. The purchaser shall, at his own expense, make his own arrangement for occupation of the property and the eviction (if necessary) of any occupants of the property. Neither the Execution Creditor, nor the Execution Creditor's Attorneys nor the Sheriff give any warranty that the purchaser shall be able to obtain personal possession or occupation of the property.

11.2 Should the property be subject to any lease, (which lease was entered after date of registration of the mortgage bond) then the property shall be sold subject to such lease; provided that should the bid obtained for the property be insufficient to cover the claim by the Execution Creditor under any mortgage bond/s registered prior to the commencement of such lease, then the Execution Creditor may require that the Sheriff immediately and there and then resell the property, in which event the property shall be sold free of such lease and the first sale shall null and void and of no force or effect.

12. The Sheriff may demand that any buildings standing on the property sold, shall be immediately insured by the purchaser for the full value of the same, and the insurance policy handed to him and kept in force as long as the whole purchase price has not been paid; and if he does not do so, the Sheriff may effect the insurance at the purchaser's expense.

13.1 The property is sold as represented by the title deeds and diagram, the Sheriff not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is sold voetstoots and without warranty or representation having been made by any party which has or may have induced the purchaser to sign these conditions of sale, and also subject to all servitudes and conditions specified in;

13.2 Upon the signing of these conditions of sale, by the purchaser and the Sheriff, same will be regarded as a deed of sale.

13.3 In the event of the Execution Creditor not being represented at this auction the, notwithstanding anything to the contrary, no bid shall be regarded as binding on the Sheriff and/or the Execution Creditor until confirmed in writing by the Execution Creditor to the Sheriff, such confirmation to be given within 48 hours of the auction. Should the Execution Creditor not confirm the bid as binding then the Execution Creditor shall pay all the costs of the sale in execution, including the Sheriff's charges and the purchaser shall be refunded all amounts paid by him to the Sheriff. The highest bid will be binding on the bidder and may not be retracted prior to the expiry of the said period of 48 hours.

14.1 No indulgence shown by the Sheriff or the Execution Creditor or failure to exercise his/its rights in terms hereof shall constitute a waiver or novation nor prevent the Sheriff and/or the Execution Creditor from insisting on strict compliance by the purchaser with the terms hereof.

14.2 In the event of the purchaser being a company, a corporation or a partnership, or in the event of the purchaser signing as a nominee or a trustee then and in all such events the person signing these conditions shall be deemed to have bound himself as surety and co-principal debtor for all the obligations of the purchaser (and, if applicable, jointly and severally with any other person signing these conditions on behalf of the purchaser) and hereby renounces the benefits of excussion and division, no value received and errors in calculation, the effect of which he acknowledges to be aware.

14.3 Words importing the singular shall include the plural and vice versa and words importing any one gender shall where necessary include the others.

15. These conditions of sale contain the entire conditions of sale and no variation thereof shall be of any force or effect unless reduced to writing and signing by the purchaser and the Sheriff.

16. Should a bona fide error be committed by the Sheriff or the Plaintiff's attorney in respect of the execution of the Court rules this sale can be cancelled forthwith and the property be put up for auction again. Such error shall not be binding on any of the parties.

17. Neither the Sheriff nor the Execution Creditor is aware of any defects in the property and neither the Sheriff nor the Execution Creditor shall be responsible for any defects in respect of the property which may exist at the date of the sale or come into existence thereafter and the parties acknowledge that the property is sold voetstoots.

18. Should any VAT be payable on this transaction including VAT payable on the commission due to the Sheriff in terms of clause 10 then such VAT shall be payable by the purchaser.

Dated at Johannesburg this 9th day of November 1993.

Case 1887/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Vincent James Francis**, First Defendant, and **Patrick Jacobs**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held in front of the Kuils River Court, on Tuesday, 21 December 1993 at 09:00, 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, 29 Northumberland Avenue, Bellville:

Erf 114, Penhill, in the Local Area of Penhill, Division of Stellenbosch, in extent 1 933 square metres, and situated at Erf 114, Fairview Road, Penhill.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 1 933 square metres vacant plot.

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

Dated at Cape Town this 5th day of November 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1067/3026.)

Case 2597/93

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 **Erf Two Three Seven Four Maitland**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of the Cape dated 22 July 1993, and warrant of execution dated 5 October 1993, the following will be sold in execution on 7 December 1993 at 12:30, at the site, being:

Certain land, situated at Maitland, in the City of Cape Town, Cape Division, being Erf 23744, Cape Town at Maitland, measuring 535 (five hundred and thirty-five) square metres, held under Deed of Transfer 51275, dated 28 August 1990, also known as 120 Coronation Road, Maitland.

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: Unknown.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to/or by means of a bank or building society guaranteed-cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved 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 5th day of November 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0239/Mrs Wentzel.)

Case 11184/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Edwin Desmond Morris** and **Hermine Wilhelmina Morris**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Goodwood, on 8 December 1993 at 11:00:

Erf 14166, Goodwood, situated in the Local Area of Elsie's River, Division of the Cape, in extent 471 square metres, also known as 7 24th Avenue, Elsie's River, Cape.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling with asbestos roof with lounge, kitchen, three bedrooms, bathroom, toilet, store-room, servants' quarters and garage.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 3rd day of November 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 7886/93

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

ABSA Bank Limited, trading as United Bank *versus* **Johannes Jakobus Kock** and **Salome Issabella Kock**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Friday, 17 December 1993 at 10:00, to the highest bidder:

Erf 1919, Wesfleur, in extent 200 square metres, held by T28838/1993, situated at 9 Courrie Street, Wesfleur, Atlantis, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0470/gt.)

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

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Pieter Moezak**, First Judgment Debtor, and **Jeffie Moezak**, Second Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Goodwood, in the above matter, a sale will be held on Wednesday, 15 December 1993 at 11:00, and at the property of the following immovable property:

Erf 12973, Goodwood, in the Local Area of Elsie's River, Cape Division, in extent 625 square metres, held by Deed of Transfer T41055/1989, situated at 50 Commercial Street, Matroosfontein, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. (One-tenth) (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed:

A housing consisting of lounge, kitchen, two bedrooms, bathroom and garage.

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 office of the Sheriff of the Court at Goodwood, and at the offices of the undermentioned auctioneers: Permanent Trust Auctioneers, 11th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/130089.)

Case 16596/92
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Moegamat Salie Hendricks**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 7 Eighth Avenue, Belgravia Estate, Athlone, on Wednesday, 15 December 1993 at 14:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg.

Erf 34788, Cape Town at Athlone, situated in the Municipality of Cape Town, Cape Division, in extent 830 square metres, and situated at 7 Eighth Avenue, Belgravia Estate, Athlone.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 155 square metre main building consisting of lounge, dining-room, family-room, kitchen, laundry, three bedrooms, bathroom with water closet and shower, water closet with shower and a 93 square metre outbuilding consisting of a garage, servant's quarters with water closet, shower, kitchen and laundry.

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

Dated at Cape Town this 8th day of November 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S114/0561.)

Case 1015/93

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

In the matter between **ABSA Bank Limited (Pty) Ltd**, Plaintiff, and **E. L. J. Mzuzwana**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 13 September 1993, and subsequent warrant of execution the following property will be sold in execution at Queenstown on 3 December 1993 at 10:00, at the offices of the Magistrate, Magistrate Offices, Queenstown, namely:

Erf 1122, Mlungisi, in the Administrative District of Queenstown, in extent 558 (five hundred and fifty-eight) square metres, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 12 Tylden Street, Queenstown, and contain inter alia the following provisions:

1. Ten per cent (10%) of the purchase price on date of sale.

2. Balance of purchase price plus interest to be guaranteed 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 Queenstown this 8th day of November 1993.

C. S. Fiveash & Marsberg, Attorney for Plaintiff, 26 Robinson Road, Queenstown, 5320. (Ref. P J Cloete/lb.)

To: The Sheriff, 12 Tylden Street, Queenstown.

Case 2111/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Limited**, trading as Trust Bank, Execution Creditor, and **A. J. C. Olivier**, Second Execution Debtor

The following property will be sold in execution on Tuesday, 7 December 1993 at 12:00, to the highest bidder at the premises, namely:

Remainder Erf 0009, Parel Valley, in the Municipality of Somerset West, Division of Stellenbosch, also known as 2 Bulties Road, Somerset West.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same may be applicable.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 26% (twenty-six 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 (fourteen) days after sale.

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, 5 Kerk Street, Somerset West.

Dated at Bellville on this the 26th day of October 1993.

S. W. Marais, for Van Dyk Potgieter & Marais, Judgment Creditor's Attorneys, 101 Ground Floor, Merindol Centre, 6 Oakdale Road, Bellville. (Tel. 99-5200.) (Ref. 1516.50899/S. W. Marais.)

Saak 2394/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Vonnissskuldeiser, en **Harim Petrus Jacobus Labuschagne**, Vonnissskuldenaar

Geliewe kennis te neem dat ter uitwinning van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Vrydag, 10 Desember 1993 om 11:00, te Huguenoteweg 29A, Franschhoek:

Erf 80, Franschhoek, in die Munisipaliteit van Franschhoek, afdeling Paarl, groot 2 498 (tweeëuisend vierhonderd agt-en-negentig) vierkante meter.

Die volgende verbeterings word aangegee maar nie gewaarborg nie:

Winkel, toilette en store, groot 155 (eenhonderd vyf-en-vyftig) vierkante meter.

Gehou deur die Vonnissskuldenaar, kragtens Transportakte T13985/86, en geleë te Huguenoteweg 29A, Franschhoek, 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, 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 Belasting op Toegevoegde Waarde (BTW).

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 18de dag van November 1993.

Van Wyk, Gaum & Fouchee Ing., Prokureurs vir Vonnissskuldeiser, Hoofstraat 345, Paarl.

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Vonnisskuldeiser, en **Harim Petrus Jacobus Labuschagne**, Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros, Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Vrydag, 10 Desember 1993 om 11:15, te Dirkie Uysstraat 24, Franschhoek:

Erf 79, Franschhoek, in the Munisipaliteit van Franschhoek, afdeling Paarl, groot 2 589 (tweeëuisend vyfhonderd negen-en-tagtig) vierkante meter.

Die volgende verbeteringe word aangegee maar nie gewaarborg nie:

Dubbelverdiepinghuis met ses slaapkamers.

Groot 338 (driehonderd agt-en-dertig) vierkante meter; en

Erf 493, Franschhoek, in die Munisipaliteit van Franschhoek, afdeling Paarl, groot 2 681 (tweeëuisend seshonderd en-en-tagtig) vierkante meter.

Beide erwe gehou deur die Vonnisskuldenaar kragtens Transportakte T2914/82, welke erwe geleë is te Dirkie Uysstraat 24, Franschhoek.

Onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, 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 Belasting op Toegevoegde Waarde (BTW).

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 18de dag van November 1993.

Van Wyk, Gaum & Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 2737/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **Lynette Charmaine Abrahams**, Judgment Creditor, and **Basil Peter Abrahams**, Judgment Debtor

In pursuance of judgment granted on 24 June 1992 in the Cape Town Supreme Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 December 1993 at 14:00, at 1 Bromley Road, Athlone, to the highest bidder:

Description: Erf 34044, Cape Town, situated in the City of Cape Town, Cape Division, in extent 390 (three hundred and ninety) square metres.

Postal address: 1 Bromley Street, Athlone.

Improvements: Two bedrooms, lounge, kitchen and outside toilet.

Held by the Defendant in his name under Deed of Transfer T39346/87.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale.

In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan.

The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected 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 office of the Sheriff of the Supreme Court, 110 Maynard House, Maynard Road, Wynberg.

Dated at Athlone this 3rd day of November 1993.

M. J. Luter, for Wilkinson Joshua Gihwala & Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.]

Case 14827/92

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

ABSA Bank Limited, trading as United Bank *versus* **John Anthony Taylor and Dorothy Ruth Taylor**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Cape, on Monday, 13 December 1993 at 14:00, to the highest bidder:

Remainder of Erf 12105, Bellville, in extent 595 (five hundred and ninety-five) square metres, held by T37763/84, situated at 14 Hercules Street, Bellville South, 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 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, which amounts are to be secured by approved bank-guarantee to be delivered within 14 (fourteen) 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. DOU0148/gl.)

Case 11614/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Cornish and Cloete**, Plaintiff, and **D. McCabe**, Defendant

In the execution of a judgment in the Court of the Magistrate's Court for the District of Port Elizabeth, held at Port Elizabeth in the above-mentioned suit of a sale without reserve, will be held at the front entrance of the New Law Courts, North End, Port Elizabeth, on Friday, 10 December 1993 at 14:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer prior to the sale:

One half ($\frac{1}{2}$) undivided share of Erf 7117, Bethelsdorp, Port Elizabeth, measuring 329 (three hundred and twenty-nine) square metres, situated at 18 St Thomas Street, Bethelsdorp Extension 28, Port Elizabeth.

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

A residential dwelling and garden.

Terms: 10% (ten per cent) on date of sale, the balance including Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days from the date of the sale.

Sheriff's charges, 4% (four per cent) are also payable on date of sale.

Dated at Port Elizabeth this 2nd day of November 1993.

Cornish & Bowes, Attorneys for Plaintiff, 96 Second Avenue, Newton Park, Port Elizabeth. (Ref. Mrs Nell.)

NATAL

Case 2153/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **The Collector of Rates for the Ramsgate Town Board**, Plaintiff, and **M. D. Dent**, Defendant

In pursuance of a judgment granted by the above Honourable Court on 3 February 1993 and a warrant of execution issued pursuant thereto, the undermentioned immovable property will be sold by public auction to the highest bidder, by the Sheriff of the Magistrate's Court, in front of the Magistrate's Court, Port Shepstone, on 26 November 1993 at 10:00, namely:

Lot 1676, Ramsgate, situated in the Ramsgate Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 366 square metres and situated in Ogle Street, Ramsgate Extension 3.

Material conditions of sale:

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the trust account of the Sheriff of the Magistrate's Court.

1.2 The balance of the purchase price shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff's conveyancers and to be furnished to the Plaintiff's conveyancers within 15 (fifteen) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the conveyancers for the Plaintiff.

3. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. The property is sold as represented by the title deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the deed of transfer.

The stand is vacant.

Douglas Kent & Co., Attorneys for Plaintiff, 1-6 Standard Bank Building, Marine Drive, Margate; P.O. Box 205, Margate, 4275.

Case 50255/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Dhavaraj Reddy**, First Defendant, and **Ramamma Reddy**, Second Defendant

In pursuance of a judgment granted on 18 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 3 December 1993 at 10:00, at the front entrance to the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 83, Stanmore, situated in the City of Durban, Administrative District of Natal, in extent 441 square metres.

Address: 19 Cotsmore Place, Stanmore, Phoenix.

Improvements: Block under asbestos semi-detached dwelling consisting of three bedrooms, lounge, kitchen, toilet, bathroom and 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 & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/SN/05N225028.)

Case 25539/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Poonipersadh Rampersadh**, First Defendant, and **Rebecka Rampersadh**, Second Defendant

In pursuance of a judgment granted on 10 June 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 10 December 1993 at 10:00, at the front entrance to the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 1844, Caneside, situated in the City of Durban, Administrative District of Natal, in extent 380 square metres.

Address: 23 Gullside Place, Caneside, Phoenix.

Improvements: Block under asbestos semi-detached dwelling comprising of two bedrooms, lounge, kitchen, 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, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/SN/05N011399.)

Case 44614/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Moonsamy Govender**, First Defendant, and
Athiamma Govender, Second Defendant

In pursuance of a judgment granted on 31 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 3 December 1993 at 10:00, at the front entrance to the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 18, Desainagar, situated in the Township of Tongaat and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 022 square metres.

Address: 2 Threadneedle Street, Desainagar, Tongaat.

Improvements: Brick under tile dwelling comprising of three bedrooms, bedroom with en-suite, single garage, servant's quarters, lounge, dining-room, kitchen, 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 percent) 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 & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/SN/05N225025.)

Case 434/93

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 **Muzi Albert Dlamini**, Defendant

In pursuance of judgment granted on 14 August 1990 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 A1040, in extent 427 square metres, situated in the Township of Gamalakhe, represented and described on General Plan BA15/1970, held by virtue of Deed of Grant G006430/88.

Physical address: Ownership Unit A1040, Gamalakhe Township.

The property has been improved by the erection of a brick and corrugated roof dwelling-house thereon, consisting of: 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 18,5% (eighteen comma five per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Port Shepstone this 24th day of October 1993.

Barry, Botha & Breytenbach, 16 Bisset Street, Port Shepstone. (Ref. CEB/LG/K64 05S047017.)

Case 1527/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Deon Wayne Etzinger**, First Defendant, and
Donald Campbell Wienand, Second Defendant

In pursuance of a judgment granted on 25 May 1993, in the Stanger Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 December 1993 at 10:00, at the front entrance to the Magistrate's Court Building at Cooper Street, Stanger, to the highest bidder:

Description: Lot 435, Ballitoville, situated in the Borough of Ballito, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres.

Postal address: 6 Ashley Road, Ballito.

Improvements: Brick under asbestos dwelling consisting of: Three bedrooms, two bathrooms, toilet/shower, bedroom (with en suite) on top of the house, dining-room, two lounges and kitchen. Double garage, laundry room, store-room, servants' rooms, toilet/shower and swimming-pool, held by the Defendants in their names under Deed of Transfer T29989/92.

Nothing above is guaranteed, vacant possession is not guaranteed.

Terms: 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 on the property being knocked down to the purchaser and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Magistrate's Court or the auctioneer within 14 days after the sale.

2. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, for Stanger. Interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Umhlanga Rocks this 29th day of October 1993.

Gavin Gow & Co., c/o Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger, 4450. [Tel. (0324) 2-1101.]

Case 17325/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Vasandan Narrainswamy**, First Defendant, and **Saraspathee Narrainswamy**, Second Defendant

In pursuance of a judgment granted on 22 September 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 10 December 1993 at 10:00, at the front entrance to the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam:

Description: Lot 1150, Hillgrove, situated in the City of Durban, Administrative District of Natal, in extent five hundred and three (503) square metres.

Address: 58 Springhill Place, Hillgrove, Newlands West.

Improvements: Brick under tile dwelling consisting of: Three bedrooms, lounge, kitchen, 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, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011392.)

Case 50956/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Tika Ramesh Singh**, First Defendant, and **Shanthi Singh**, Second Defendant

In pursuance of a judgment granted on 9 September 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 10 December 1993 at 10:00, at the front entrance to the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam:

Description: Lot 1718, Caneside, situated in the City of Durban, Administrative District of Natal, in extent 418 square metres.

Address: 13 Caneside Drive, Caneside, Phoenix.

Improvements: Block under asbestos semi-detached dwelling comprising three bedrooms, lounge, kitchen, toilet, bathroom, precast fencing, water and light 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 & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N225036.)

Case 4280/93

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **R. M. Park**, Defendant

In pursuance of a judgment in the Court of the Magistrate, Pinetown, dated 11 May 1993, and writ of execution dated 14 May 1993, the immovable property listed hereunder will be sold in execution on Friday, 10 December 1993 at 10:00, at the Front Entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 82, Waterfall, Extension 4, situated in the Waterfall Town Board Area, Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 930 square metres, and held under Deed of Transfer T24804/1989.

Physical address is: 5 Horseshoe Crescent, Waterfall, Natal.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Brick under tile dwelling, three bedrooms (m.e.s, b.i.c.), bathroom with toilet, lounge, kitchen, lounge/dining-room, servants' quarters, double garage and fully fenced.

3. The purchase price shall be paid as to 10% thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 25% (twenty-five per centum) per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Sheriff, Pinetown, immediately prior to the sale may be inspected at his office at 62 Caversham Road, Pinetown.

Dated at Pinetown this 28th day of October 1993.

A. T. Kitching, for Geyser Liebetrau Du Toit & Louw, Execution Creditor's Attorney, Fourth Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/T386T.)

Case 756/92

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 **Gilbert Cele**, Defendant

In the pursuance of a judgment granted on 14 May 1992, 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 A566, in extent 419 square metres, situated in the Township of Gamalakhe, represented and described on General Plan BA 15/1979, held by Virtue of Deed of Grant No. G00276/88.

Physical address: Ownership Unit A566, Gamalakhe Township.

The property has been improved by the erection of a block and asbestos roof dwelling-house thereon, consisting of two 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 19,75% 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, Port Shepstone.

Dated at Port Shepstone this 29th day of October 1993.

Barry, Botha & Breytenbach, 16 Bisset Street, Port Shepstone. (Ref. CEB/LG/K136 05S047099.)

Case 1150/91

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 **Michael Crosby Nale**, Defendant

In pursuance of a judgment granted on 14 October 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 A62, in extent 372 square metres, situated in the Township of Gamalakhe, represented and described on General Plan BA 15/1970; held by virtue of Deed of Grant No. G5071/276.

Physical address: Ownership Unit A62, Gamalakhe Township.

The property has been improved by the erection of a brick and asbestos roof dwelling-house thereon, consisting of Kitchen, lounge, two 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 23% (twenty-three per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Port Shepstone this 29th day of October 1993.

Barry, Botha & Breytenbach, 16 Bisset Street, Port Shepstone. (Ref. CEB/LG/K90 05S047045.)

Case 1110/92

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 **Carol Gugu Ndlovu**, Defendant

In pursuance of a judgment granted on 9 November 1992 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 A1220, 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 G4081/86.

Physical address: Ownership Unit A1220, Gamalakhe Township.

The property has been improved by the erection of a block and corrugated roof dwelling-house thereon, consisting of kitchen, lounge, bedroom, 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 19,75% (nineteen comma seven five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Port Shepstone this 29th day of October 1993.

Barry, Botha & Breytenbach, 16 Bisset Street, Port Shepstone. (Ref. CEB/LG/K150 05S047109.)

Case 3759/91

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 **Kwenzokuhle McCord Ngubane**, Defendant

In the pursuance of judgment granted on 10 February 1992, 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 10 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 A1180, 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 G001696/90.

Physical address: Ownership Unit A1180, Gamalakhe Township.

The property has been improved by the erection of a brick and tile roof dwelling-house thereon, consisting of a kitchen, lounge, dining-room, three bedrooms, bathroom and toilet combined, garage, 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 the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 19,75% (nineteen comma seven five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer, costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Port Shepstone on this the 1st day of November 1993.

Barry, Botha & Breytenbach, 16 Bisset Street, Port Shepstone. (Ref. CEB/LG/K115 05S047071.)

Case 814/93

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

In the matter between **Town Treasurer for Borough of Pinetown**, Execution Creditor, and **M. A. Mathews**, First Execution Debtor, and **M. A. Mathews**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 19 March 1993, and a warrant of execution issued on 15 April 1993, the following immovable property will be sold in execution on 3 December 1993 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 9 of Lot 5235, Pinetown, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 204 square metres.

Postal address: 1 Violet Road, Pinetown.

Improvements: Brick under tile dwelling consisting of three bedrooms, two bathrooms/toilets, dining-room, lounge, kitchen, single garage and servants' quarters.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this the 1st day of November 1993.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 455/93

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

In the matter between **Town Treasurer for Borough of Pinetown**, Execution Creditor, and **D. M. Kuppen**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 12 February 1993, and a warrant of execution issued on 19 February 1993, the following immovable property will be sold in execution on 3 December 1993 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 4957, Pinetown Extension 51, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 051 square metres.

Postal address: 4 Amrit Road, Nagina, Pinetown.

Improvements: Brick under tile dwelling consisting of bedrooms, two toilets, two bathrooms, lounge, dining-room, kitchen and single garage.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this the 1st day of November 1993.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 09/93

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. L. Ngobese**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 15 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 A806, Ezakheni, in extent 300 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant 3139/1985.

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: 300 square metres.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 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 reserved for ownership of the Black Group.
 4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
 5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
 6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorney, or the Sheriff of Klip River, Ladysmith.
 7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 1st day of November 1993.
- Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF404.)

Case 950/93

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

In the matter between **Standard Bank of South Africa**, Plaintiff, and **Zibusisi Jabulisile Soni**, 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 3 December 1993 at 09:00, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 215 of Lot 1486, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent six hundred and sixty-nine (669) square metres, held under Deed of Transfer T10443/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 99 White Road, The Grange, Pietermaritzburg.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 19th day of October 1993.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/S 156.)

Case 348/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HLABISA HELD AT MTUBATUBA

In the matter between **KwaZulu Finance and Investment Corp. Ltd.**, Plaintiff, and **Nozipho Pauline Nyawo**, Defendant

In pursuance of a judgment granted on 20 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 14 December 1993 at 11:15, in front of the Magistrate's Court, Mtubatuba:

1. (a) *Deeds office description*: Ownership Unit A1003, situated in the Township of kwaMsane, District of Hlabisa, in extent 325 (three hundred and twenty-five) square metres.

1. (b) *Street address*: Unit A1003, kwaMsane.

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 fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtubatuba, and 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 20th day of October 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (File Ref. 359/93.)

Case 5765/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance and Investment Corp. Ltd.**, Plaintiff, and **Simiso Sibusiso Mdluli**, Defendant

In pursuance of a judgment granted on 26 January 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 14 December 1993 at 09:00, in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J1225, situated in the Township of Esikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address*: Unit J1225, Esikhawini.

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 fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 21st day of October 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (File Ref. 147/92.)

Case 48474/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ranjan Kuppan**, Defendant

In pursuance of a judgment granted on 9 September 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 10 December 1993 at 10:00, at the front entrance to the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam:

Description: Lot 400, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent two hundred and eighty-eight (288) square metres, address 145 Sparfield Avenue, Earlsfield, Newlands West.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, 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 centum) 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 & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011434.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUMZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance and Investment Corp. Ltd.**, Plaintiff, and **Allison Jabulani Ngcobo**, Defendant

In pursuance of a judgment granted on 1 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 14 December 1993 at 09:00, in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H158, situate in the Township of Esikhawini, District Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address*: Unit H158, Esikhawini Township.

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 fully electrified and on main sewerage.

1. (d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 26th day of October 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (File Ref. 348/93.)

Case 974/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance and Investment Corp. Ltd.**, Plaintiff, and **Hannah Zulu**, Defendant

In pursuance of a judgment granted on 21 May 1991 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 9 December 1993 at 11:00, in front of the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description*: Ownership Unit 1418, situate in the Township of Nseleni, District Enseleni.

1. (b) *Street address*: Unit 1418, Nseleni Township.

1. (c) *Property description (not warranted to be correct)*: Business building comprising of five rooms, two toilets. The property is fully electrified, on main sewerage and fully burglar-guarded.

1. (d) *Zoning/special privileges or exemptions*: No special privileges or exemptions. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 22nd day of October 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (File Ref. 594/91.)

Case 1015/91

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 **Peter Ndoda Mbili**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 3 May 1991, the following immovable property will be sold in execution on 3 December 1993 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership Unit A349 in the Township of Gamalakhe, District of Izingolweni, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 520 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Unit A349, Gamalakhe.

Upon the property is a dwelling-house of brick under asbestos roof consisting of two bedrooms, dining-room, kitchen, bathroom and toilet.

Material conditions of sale: The purchaser shall pay ten per centum (10%) 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 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 12th day of October 1993.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate, and/or 8 Archibald Road, Port Shepstone.

Saak 3589/91

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

In die saak tussen **Boland Bank Beperk**, Eiser, en **H. J. J. Terblanche Boerdery (Edms.) Bpk.**, Eerste Verweerder, en **Hendrik Josephus Terblanche**, Tweede Verweerder, **Sallidoor (Edms.) Bpk.**, Derde Verweerder, en **Terblanche Broers Boerdery Bpk. BK**, Vierde Verweerder

Ingevolge 'n uitspraak in die Hooggeregshof van Suid-Afrika (Natale Provinsiale Afdeling), Pietermaritzburg, en lasbrief tot eksekusie gedateer 31 Januarie 1992, sal die volgende vaste eiendom verkoop word aan die hoogste bieder per publieke veiling op 2 Desember 1993 om 11:00, by die hoofingang van die Landdroshof, Magadu, wat bestaan uit die volgende:

Onderverdeling 2 van die plaas Doringbos 13620, geleë in die Mkuzi Falls-besproeiingsgebied, Administratiewe Distrik van Vryheid, groot een agt ses komma twee nul twee sewe (186,2027) hektaar, gehou kragtens Akte van Transport T24772/1981 en verbind onder Verbandakte B33817/88 met die volgende verbeterings:

'n Nuwe woonhuis van hout en sink wat bestaan uit die volgende: Drie slaapkamers, badkamer, toilet, woonkamer, sitkamer, eetkamer, kombuis en stoorkamer, dubbel motorhuis aan die huis, bediendekwartiere, staalskuur wat gebruik word vir tamatiespak, stoorkamer, veekraal, onvoltooide melkstal, ± 70 ha tamatieflande onder besproeiing en dam.

Verkoops- en betaalvoorwaardes: Die eiendom sal verkoop word aan die hoogste bieder op die voorwaardes soos neergelê in die voorwaardes van verkoping, wat besigtig kan word by die kantoor van die Balju, Louwsburg, of die prokureurs van die Eiser, Pietermaritzburg.

Geyser Liebetrau Du Toit & Louw, Eiser se Prokureurs, Loopstraat 380, Pietermaritzburg, 3201. (Ref. MRL/pw/B464B.)

Case 2364/93

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **Fairbreeze Investments (Pty) Ltd**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Durban, dated 31 March 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 December 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Section 2, as shown and more fully described in Sectional Plan SS171/92, in the scheme known as Fairbreeze, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, measuring 130 square metres.

Postal address: 61 Fifth Avenue, Morningside.

Improvements (but nothing is guaranteed in respect thereof): Duplex consisting of:

Upstairs: Main bedroom with en suite (bath, shower, washbasin and toilet) with built-in cupboards, two bedrooms, carpeted with cupboards, separate shower, enclosed, toilet, bath, washbasin, shower and built-in cupboards on landing.

Downstairs: Lounge, fully tiled, dining-room, fully tiled, toilet and washbasin, fully tiled, kitchen, built-in hob, oven and units and lock-up garage.

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 (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 balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within twenty-one (21) days after the date of the sale.

4. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum to the Execution Creditor the date of the sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall pay transfer costs including arrear and current levy and mortgage bond instalments, sewerage connection fees (if any), taxes and other charges necessary to effect transfer, upon request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Messenger of the Court, Durban North, 15 Milne Street, Durban.

Dated at Durban on this 27th day of October 1993.

M. C. Buck, for Norman Macritchie & Craig Buck, Judgment Creditor's Attorneys, 1501 Metal Industries House, Ordnance Road, Durban.

Case 4052/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Dhrishyselall Singh**, First Defendant, and **Maureen Singh**, Second Defendant

In pursuance of judgment granted on 8 October 1990, in the Magistrate's Court, Verulam, and under a warrant of execution against property issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 10 December 1993 at 10:00, at the Sheriff's Office, Mountview Shopping Centre, Mountview, Verulam, 4340:

Description: Lot 515, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent three hundred and forty-nine (349) square metres.

Physical address: 170 Copperfield Crescent, Earlsfield, Newlands West.

Improvements: A block under tile dwelling with water and lights consisting of three bedrooms, toilet with bathroom, lounge with dining-room and kitchen.

Nothing is guaranteed in the above respects.

Conditions of sale:

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 centum) of the purchase price in cash on the day of 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 within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.
3. The purchaser shall be liable for payment of interest at the rate of twenty point seventy-five per centum (20,75%) 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, current and any arrear rates and any other necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Verulam on this the 28th day of October 1993.

Goodrickes, c/o Suren Lutchman & Company, Execution Creditor's Attorneys, Suite 4, First Floor, Ayesha Razak Centre, 90 Wick Street, Verulam. (Ref. P. Rajcoomar/G192/11/SH.)

Case 2735/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Vulindlela Victor Mndaweni**, 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 Defendants, will be sold in execution on 3 December 1993 at 11:00, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Unit 1191, Imbali III, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent 364 (three hundred and sixty-four) square metres, represented and described on Deed of Grant 12989.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Unit 1191, Imbali III, in the Township of Edendale, District of Pietermaritzburg, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austin Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 25th day of October 1993.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/K083.)

Case 2338/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **B. E. Nxele**, 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 Defendants, 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, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 912, Unit D in kwaDabeka Township, in the District of Pinetown, Natal, in extent 300 (three hundred) square metres, represented and described on Deed of Grant 8100.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 912, Unit D in kwaDabeka Township, in the District of Pinetown, Natal, in extent 300 (three hundred) square metres, represented and described on Deed of Grant 8100.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/K156.)

Case 24975/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Shaun Peter Pillay**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 19 October 1993, the following immovable property will be sold in execution on Friday, 3 December 1993 at 11:00, at the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1518 (of 1304) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent six hundred and eighty-two (682) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 31 Mercury Crescent, Northdale, Pietermaritzburg, which property consists of vacant land.

Material condition of sale:

The purchaser shall pay ten (10%) per cent 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 Magistrate's Court, 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 Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 3rd day of November 1993.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 3556/91

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

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Johannes Hendrik Christoffel Jacobs**, Execution Debtor

In pursuance of a judgment in the Court of the the Magistrate at Pietermaritzburg, dated 15 November 1991, the following immovable property will be sold in execution on 7 December 1993 at 10:00, in front of the Magistrate's Court, Mooi River, to the highest bidder:

Lot 198, Mooi River, situated in the Borough of Mooi River, Administrative District of Natal, in extent four thousand and forty-seven (4 047) square metres, situated at 71 York Terrace, Mooi River.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house, constructed of brick under concrete tile roof, consisting of three bedrooms, two bathrooms, kitchen, dining-room, lounge, a study and garage.

Material conditions of sale: The purchaser shall pay ten per cent (10%) 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 Magistrate's Court, Mooi River, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Magistrate's Court, Mooi River, 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 5th day of November 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 7221/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **John Colin Horwood**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed thereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 3 December 1993 at 10:00:

Description: Subdivision 64 of Lot 300 Bluff, situated in the City of Durban, Administrative District of Natal, in extent, two thousand and twelve (2 012) square metres, held under Deed of Transfer T21159/90, being an uncompleted dwelling still under construction.

Physical address: 21 Herbert Andrews Drive, Bluff, Natal.

Zoning: Special residential.

The property consists of the following: A double-storey brick under tile (uncompleted) dwelling comprising: Entrance-hall, lounge, dining-room, family-room and bar, study, kitchen, gym and sauna, pantry, four bedrooms, shower and toilet, two bathrooms, showers and toilets and toilet. The outbuildings comprise: Two garages (attached), servant's room, toilet and shower. The building is still under construction.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the acting Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 1st day of November 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6077/slm.)

Case 2326/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sydwell Jabulani Ngidi**, 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 1 December 1993 at 10:00, at the Main South Entrance to the Magistrate's Court, Umlazi, Natal, near the National and KwaZulu flag post to the highest bidder for cash, without reserve:

Ownership Unit 1183 Unit L, in the Township of Umlazi, District of Umlazi, Natal, in extent of 668 (six hundred and sixty-eight) square metres, represented and described on Deed of Grant 6661/18.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1183 Unit L, in the Township of Umlazi, District of Umlazi, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and the offices of Austen Smith, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 28th day of October 1993.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. GRA/jh/K121.)

Case 21049/93

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Anand Suklal**, First Execution Debtor, and **Roshiela Suklal**, Second Execution Debtor

In pursuance of a judgment granted by the above Honourable Court dated 9 September 1993, the following immovable property will be sold in execution on 3 December 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

(a) A unit consisting of Section 2, Vicco Park, situated at Pietermaritzburg, of which the floor area according to the said sectional plan, is two hundred and seventy-three (273) 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 of the said section, held under Certificate of Registered Sectional Title ST218/88 (2).

The following information is furnished regarding the property, but is not guaranteed: A building comprising of factory, two offices and w.c. with floor area being two hundred and seventy-three (273) square metres.

The property is situated at 6 Cardiff Road, Willowton, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditors Attorneys, to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 28th day of October 1993.

M. E. Cajee, for Cajee & Associates, Plaintiff's Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/GM.)

Case 1911/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Ronald Thembokuhle Mhlanga**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 24 February 1993, the following immovable property will be sold in execution on Friday, 3 December 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 256 (Unit J) in the Township of Edendale, District of Pietermaritzburg, in extent three hundred and nineteen (319) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 256, Unit J, Edendale, Unnamed Road, Edendale, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under concrete block and tile, detached comprising three bedrooms, lounge, dining-room, bathroom, w.c. and shower. No outbuildings.

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, 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 Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 3rd day of November 1993.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 2829/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Goolam Hoosen Vally**, First Defendant, and **Rookshana Banu Vally**, Second 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 Pietermaritzburg, on the steps of his office on Friday, 3 December 1993 at 10:30, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 434 of Lot 3229, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and twenty-five (325) square metres which property is physically situated at 8 Somchand Crescent, Northdale, Pietermaritzburg, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T1410/1991.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereof of a single-storey dwelling-house block under asbestos, consisting of lounge, dining-room, kitchen, two bedrooms and a bathroom and toilet. There is an outbuilding and a toilet.

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) 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 3 November 1993.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 24951/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Charles Peter Greenwood Elliott**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 19 October 1993, the following immovable property will be sold in execution on Friday, 3 December 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 10 of Lot 2004, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and twelve (512) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 15 Polo Avenue, Central North, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and corrugated iron, comprising four bedrooms, bathroom, w.c., lounge, dining-room, kitchen, pantry and verandah. Outbuilding consists of two servants' quarters, shower and no 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, 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 Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 3rd day of November 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 2733/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedperm Bank Limited** (No. 51/00009/06), Plaintiff, and **Deacon and Thomas Development CC** (No. CK91/08800/23), Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 21 September 1993, the immovable property described as:

A unit consisting of:

(i) Section 9, as shown and more fully described on Sectional Plan SS147/91, in the building or buildings known as Edward Mews, situated at Lot 174, Port Edward, of which section the floor area, according to the said sectional plan is 66 square metres in extent, and situated at Owen Ellis Drive, Port Edward; and

(ii) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said section plan, held under Certificate of Registered Sectional Title ST147/91 (9), dated 4 July 1991.

Will be sold in execution on Friday, 10 December 1993 at 09:00, 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) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff 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.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 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 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 by a Unit consisting of two offices with counter, kitchen, shower and toilet.

Dated at Port Shepstone on this the 19th day of November 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/ NP039/01NP01539.)

Case 1941/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Hilda Magdalena Peel**, Defendant

In pursuance of a judgment granted on 6 August 1993, in the Court of the Magistrate, Port Shepstone, and under a writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on 10 December 1993 at 10:00, at the entrance to the Magistrate's Court Building, Port Shepstone:

Description: Lot 1064, Uvongo (Extension 1), situated in the Borough of Uvongo and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent (one thousand four hundred and ninety-six) 1 496 square metres.

Postal address: Lot 1 064, Uvongo (Extension 1).

The property consists of: Dwelling under brick and tile divided into two sections consisting of: Section 1: Kitchen, lounge, dining-room, main en suite (bath and toilet), bedroom, shower and toilet. Section 2: Lounge, dining-room, kitchen, scullery, two bedrooms, bath and toilet.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.1 The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per cent) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban on this 1st day of November 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H Meumann/m/014240.)

Case 44659/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **J. F. van der Merwe**, First Defendant, and **C. A. van der Merwe**, Second Defendant

In pursuance of a judgment granted on 26 August 1993, in the Court of the Magistrate, Durban, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by public auction to the highest bidder for cash by the Sheriff of the Magistrate's Court, Durban North, in front of the Magistrate's Court, Somtseu Road, Durban, on 7 December 1993 at 14:00, or so soon thereafter as possible:

Address of dwelling: 69 Willern Court.

Situation: 159 Victoria Embankment, Durban.

Description: Section 46, as shown and more fully described on Sectional Plan SS162/85, in the scheme known as Willern Court in respect of the land and building or buildings situated at Durban in the Local Authority Area of Durban, of which section the floor area according to the said plan is fifty-seven (57) 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 held under Deed of Transfer ST16259/92.

Improvements: Batchelor flat consisting of small kitchen, combined bathroom and toilet with tub/basin.

Zoning: Residential.

Material conditions:

1. Nothing in the above is guaranteed.

2. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff on the day of sale and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff for the Magistrate's Court within twenty days to the Sheriff for the Magistrate's Court within twenty-one (21) days after the date of sale.

4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 18% (eighteen per cent) per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.

5. The property is to be sold as it stands, that is voetstoots and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, at 15 Milne Street, Durban.

Dated at Durban this 3rd day of November 1993.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban. (Ref. JPC/FJvD/N247.)

Case 61576/90

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

In the matter between **Allied Building Society Limited**, Plaintiff, and **Singarum Pillay** (married in community of property to Puspavathi Pillay), Defendant

In pursuance of a judgment granted on 5 March 1991, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 9 December 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: A certain piece of land being: Subdivision 601 of Subdivision 2353 of Merewent 22, of the farm Wentworth 860, which has been renumbered to read Lot 601, Merewent, situated in the City of Durban, Administrative District of Natal, in extent two hundred and thirty (230) square metres.

Postal address: 89 Umarket Crescent, Merebank, Durban, Natal.

Improvements: Brick and tile dwelling comprising of three bedrooms, lounge, dining-room, kitchen, bathroom and toilet and balcony. Outbuilding brick and asbestos: Room, kitchen, toilet and shower.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the 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 arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 19th day of November 1993.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/GAL.157.8)

Case 1839/91

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Reginah Hypecia Hlongwane**, Defendant

In pursuance of judgment granted on 3 August 1992, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 December 1993 at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post), to the highest bidder:

Description: A certain piece of land, being Ownership Unit P595, in extent 402 square metres, situated in the Township of Umlazi, represented and described on General Plan BA10/1967, held by virtue of Deed of Grant 918/40.

Physical address: Ownership Unit P595, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey brick and asbestos dwelling (54 m²) comprising of kitchen, lounge, two bedrooms, bathroom and w.c., municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 18,50% (eighteen comma five nought per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 2nd day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00158/MM.)

Case 57474/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Norman Nicholas Maistry**, First Defendant, and **Mary Angeline Margaret Maistry**, Second Defendant

In pursuance of a judgment granted on 29 September 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, 7 December 1993 at 14:00, in front of the Magistrate's Court:

Description: Section 1, as shown and more fully described on Sectional Plan SS54/1992, in the building or buildings known as Havenwood Mews, situated in the Local Authority Area of Durban, of which section the floor area according to the sectional plan is 115 square metres in extent, together with an undivided share in the common property in the land and building or 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 a schedule endorsed on the said sectional plan.

Postal address: Flat 1, Havenwood Mews, 22/26 Havenwood Place, Bakerville.

Improvements: Dwelling consisting of brick and tile, kitchen built-in units, lounge and dining-room, two bedrooms, main en suite, shower, toilet, wash basin, bathroom wash basin, toilet, car-port, servant's shower and toilet.

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 the Sheriff, Durban North.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 26th day of October 1993.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 10871/92

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

In the matter between **Allied Building Society**, Execution Creditor, and **Colin Keith de Vries**, First Execution Debtor, and **Ursula Dawn de Vries**, Second Execution Debtor

In pursuance of a judgment granted on 23 July 1992, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 10 December 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

Description: Subdivision 7 of the farm Hardings Dale 882, situated in the Administrative District of Natal, in extent 1,8058 (one comma eight nought five eight) hectares.

Postal address: St John's Cottage, Claridge, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling-house built of brick under tile comprising entrance-hall, lounge, dining-room, study, kitchen, laundry, four bedrooms and two bathrooms/toilets and with two servants' rooms, store-room, two garages and external toilet.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.
3. The purchaser shall be liable for payment of interest at the rate of 10% (ten per cent) per annum, to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.
4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or Value-Added Tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 28th day of October 1993.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case 996/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS Bank Limited**, No. 87/01384/06, formerly Natal Building Society Limited, No. 87/01384/06, Plaintiff, and **Mallaya Property Holdings CC**, No. CK90/06920/23, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 17 May 1991, the immovable property described as:

The Remainder of Subdivision 16 of the farm Lion's Grove 12860, situated in Marburg Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1,7319 hectares, and situated in Indira Road, will be sold on execution on Friday, 10 December 1993 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

- (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price *together* with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 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 by a partly demolished dwelling consisting of five rooms, lounge, bathroom, kitchen and carport. The building has no windows, roof, etc.

Dated at Port Shepstone on this the 19th day of November 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N165/01N209512.)

Case 6325/90

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

In the matter between **United Building Society Limited** (No. 86/04794/06), Execution Creditor, and **Piyanee Govender**, First Execution Debtor, and **Seethamma Govender**, Second Execution Debtor

In pursuance of judgment granted on 14 January 1991, in the Chatsworth Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 14 December 1993 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: A certain piece of land being Subdivision 338 of Lot 61 of the farm Klaarwater No. 951, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 2,2812 (two comma two eight one two) hectares;

Now known as Subdivision 338 (or 61) of the farm Klaarwater No. 951, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 2,2812 (two comma two eight one two) hectares.

Postal address: 46-48 Chiltern Road, Shallcross.

Improvements:

First property: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, scullery, three bedrooms, bathroom/toilet, toilet/shower and attached garage;

Second property: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, scullery, three bedrooms, bathroom/toilet, toilet/shower and attached garage;

Third property: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, scullery, three bedrooms, bathroom/toilet, toilet/shower and attached garage.

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 Magistrates' Courts Sheriff, within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth, or at out offices.

Dated at Durban this 1st day of November 1993.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex. 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/045/001173/Mrs Chetty.)

Case 2202/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Dahyanand Devnarain**, First Defendant, and **Keeramalah Devnarain**, Second Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 27 February 1992, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 3 December 1993 at 09:30, at the Sheriff's Office, No. 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable property is Subdivision 445 of Lot 3229, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 208 (two hundred and eight) square metres.

Postal address: 33 Sarojini Road, Northdale, Pietermaritzburg, Natal.

Improvements: Semi-detached dwelling, consisting of kitchen and lounge.

Outbuildings consisting of a toilet.

Construction: Block walls under asbestos with tiled floors.

Zoning: Residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, No. 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 21,25% (twenty-one comma two five per centum) per annum from 19 June 1991, capitalised monthly on the first day of each succeeding month to date of payment, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within 14 (fourteen) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this the 3rd day of November 1993.

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/LJ/87/E0203/91.)

Case 8367/93

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

In the matter between **Body Corporate of Northgate**, Judgment Creditor, and **S. Sooful**, Judgment Debtor

In pursuance of judgment granted on 29 April 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 7 December 1993 at 14:00, at Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Sectional Plan 325/85, in the scheme known as Northgate, situated at Durban in the local authority area of Durban, in extent 47 (forty-seven) square metres.

Postal address: Flat 45, Northgate, 23 Goble Road, Durban.

Improvements:

Held by the Defendant in his name under Deed of Transfer ST13848/92.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale.

In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

5. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban.

Dated at Durban this 15th day of October 1993.

D. K. Merret, for D. K. Merret & Associates, Plaintiff's Attorneys, 152 Essenwood Road, Durban, 4001; P.O. Box 50232, Musgrave, 4062. [Tel. (031) 22-1484.]

Case 55431/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **John William Rowe**, Defendant

In pursuance of a judgment of the above Honourable Court dated 8 October 1993, a sale in execution will be held on 7 December 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 8 as shown and more fully described on Sectional Plan SS22/1982, in the scheme known as Glenoran Court in respect of the land and building or buildings situated at Durban local authority, Durban, of which the floor area, according to the said sectional plan is 53 (fifty-three) square metres in extent, with the postal and street address of 8 Glenoran Court, Hurley Road, Umbilo.

Improvements: The following information is furnished but nothing is guaranteed in this regard.

The property consists of a flat with lights and water comprising of bedroom, kitchen, lounge, 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, 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 1st day of November 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N035.3361/93.)

Case 6244/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Ntsikelelo Aloysius Hleli**, Defendant

1. The following property shall be sold collectively by the Sheriff for the Supreme Court, Durban Central, on 10 December 1993 at 10:00, on the steps of the Supreme Court, Supreme Court Building, Masonic Grove, Durban, to the highest bidder without reserve:

1.1 A unit consisting of section 86, as shown and more fully described on Sectional Plan SS79/90 in the scheme known as Ogwini in respect of the land and buildings or buildings situated at Durban, in the Local Authority Area of Durban, of which the floor area, according to the sectional plan is 108 (one hundred and eight) 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, held under Deed of Transfer ST3002/93.

1.2 An exclusive use area described as parking bay area P56 measuring 12 (twelve) square metres, being as such part of the common property comprising the land and the scheme known as Ogwini in respect of the land and building or buildings situated at Durban, in the Local Authority Area of Durban, as shown and more fully described on Sectional Plan SS79/90 held under Notarial Deed of Cession SK574/93, held by Defendant under Deed of Transfer ST3002/93 and Notarial Deed of Cession SK574/93 respectively. The said section 86 comprises Flat 109, Ogwini, Russell Street, Durban, and the said exclusive use area comprises undercover parking Bay P56.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The land on which the said building/buildings are erected is zoned General Residential 5;

2.2 the said flat comprises a lounge/dining-room, two bedrooms, bathroom with toilet, shower-room with toilet and an enclosed balcony. The said parking bay is 12 square metres in extent and is situated in the building.

3. *Terms:*

3.1 The purchaser shall be bound by the provisions of and rules made under Sectional Titles Act (66/1971 or 95/1986), as amended, or as substituted and as applicable;

3.2 the successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges [being 5% (five per centum) on the first R20 000 of the price and 3% (three per centum) on the balance, with a maximum of R6 000] in cash or by bank or bank-guaranteed cheque or bank letter or authority on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, Durban Central, 15 Milne Street, Durban, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 20th day of October 1993.

J. M. Koch, for John Koch & Co., Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1155/D11.)

Case 16763/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Kirthiebara Jainthilal Valjee**, Defendant

In pursuance of a judgment in the above Court and writ of execution, dated 25 October 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 Sales-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 76 of Lot 1203, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 376 square metres, situated at 19 Bombay Road, Northdale, Pietermaritzburg, held by Defendant under Deed of Transfer T31827/91.

Zoning: Residential.

The following information is given about the immovable property but is not guaranteed:

Improvements: A dwelling constructed of brick under tile, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

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 on this the 4th day of November 1993.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2514/93.)

Case 7280/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Rejoice Nonhlanhla Mzobe**, Defendant

In pursuance of judgment granted on 30 July 1993, 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 10 December 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 D982, 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 8070.

Physical address: Ownership Unit D982, 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 m²) comprising of kitchen, lounge, two bedrooms and bathroom. Municipal water supply—Local authority; Sanitation—Pitlatrine.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vancant occupation and possession of the property is not guaranteed.

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

Dated at Durban on this 2nd day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z16031/MM.)

Case 56036/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Hendrik Josphus Francoois Jansen van Rensburg**, Defendant

In pursuance of judgment that was granted on 21 September 1993, in the Court of the Magistrate, Durban, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 December 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road-entrance, Durban:

Description: Subdivision 1 of Lot 957, situated in the Borough of Kingsburgh and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 330 (one thousand three hundred and thirty) square metres, also known as 13 Snaefell Road, St Winifreds, Amanzimtoti.

The property consist of: House with asbestos roof, brick walls, main en suite, three bedrooms, suite with dressing-room, toilet, bathroom, lounge carpeted, dining-room carpeted, kitchen tiled, laundry, servants' quarters, separate room, toilet and shower, fully fenced, swimming-pool with a braai area.

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 Sheriff of the Magistrate's Court with fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per centum) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban on this the 3rd day of November 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/017116.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Patrick Louis Vere**, First Defendant, **Stella Daphne Vere**, Second Defendant, and **Trevor Anthony Johnson**, Third Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the main entrance to the Magistrate's Court Building, Scott Street, Scottburgh, on Friday, 3 December 1993 at 10:00:

Description: Lot 41 Ifafa, situated in the Development Area of Ifafa Beach and in the Umzinto Regional Water Services Area, Administrative District of Natal, in extent one thousand one hundred and sixty-two (1 162, in extent one thousand one hundred and sixty-two (1 162) square metres, held under Deed of Transfer T25144/88, physical address, 41 Leuchars Drive, Ifafa Beach, Natal.

Zoning: Special Residential.

The property consists of the following: One three level face brick under asbestos roof dwelling comprising:

First level: Living-room, kitchen and bathroom with toilet.

Second level: K1 *Second level:* Kitchen, two full bathrooms, two bedrooms, lounge/dining-room and a right angular balcony.

Third level: An open plan kitchen, a second kitchen, dining-room, lounge, bathroom with toilet.

The outbuildings comprise: Double garage and balcony.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Scott Street, Scottburgh, Natal.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5613/mvr.)

Case 4093/89

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

In the matter between **Prestige Furniture**, Plaintiff, and **Narainsamy Pillay**, Defendant

In pursuance of a judgment granted on 19 September 1989, in the Court of Magistrate, Chatsworth, 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, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 1379 (of 2296) of the Farm Chat Seven 14542, situated in the City of Durban, Administrative District of Natal, in extent two hundred and thirty-five (235) square metres, postal address, 46 Road 529, Croftdene, Chatsworth.

Town-planning zone: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

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. (a) 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 to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale to be approved by the Plaintiff's attorneys.
(b) The purchaser shall be liable for payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum to the Execution Creditor of the respective amount of the award in the plan of distribution from 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 of the Magistrate's Court, Chatsworth.

M. Y. Baig & Co., Plaintiff's Attorneys, Suite 19 and 20, Croftdene Mall, Croftdene Drive, Croftdene, Chatsworth. (Tel. 401-0031.) (Ref. Mr Moosa/sj/04 1342 181.)

Case 39600/91

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

In the matter between **The New Republic Bank Limited**, Execution Creditor/Plaintiff, and **Prakashkumar Babdhan**, Execution Debtor/Defendant

In pursuance of a judgment granted on 3 December 1991, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 3 December 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 447, La Mercy (Extension 1), situated in the Township of Tongaat and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent nine hundred and seventy-one (971) square metres (vacant land), street address, 31 Lovelia Crescent, La Mercy.

Improvements: Nil, vacant land.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court 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 21% (twenty-one per cent) per annum to the Execution Creditor and to the bondholders at a prescribed rate of interest per annum at the respective amounts of 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 Jacaranda Roads, Verulam.

Dated at Durban on this 1st day of November 1993.

Manilal Chunder & Co., Plaintiff's Attorneys, Suite 105, First Floor, Queen City, 54 Queen Street, Durban, 4001. (Ref. Ms Chunder/N-292.)

Case 9868/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkosinathi Christopher Zondo**, Defendant

In pursuance of a judgment of the above Honourable Court dated 29 September 1993, a sale in execution will be held on Friday, 10 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 the District of Inanda, to the highest bidder:

Ownership Unit E555, in the Township of Ntuzuma, District of Ntuzuma, in extent of 315 square metres represented and described on General Plan PB125/1980, with the postal and street address of Unit E555, Ntuzuma.

Improvements:

The following information is furnished but nothing is guaranteed in this regard: The property consists of a brick under asbestos roof dwelling with lights and water facilities comprising of two bedrooms, lounge, kitchen and toilet with 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 for the Inanda District, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenue, Mountview, 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 8th day of November 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.3381/93.)

Case 2696/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Krishna Sundarakumaran Naidoo**, Defendant

Pursuant to a judgment of the above-mentioned Honourable Court, dated 27 September 1993, the undermentioned immovable properties will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 3 December 1993 at 10:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable property is:

1. Subdivision 2 of Lot 2048, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and seventy-one (371) square metres; and

2. Remainder of Subdivision 3 of Lot 2048, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and sixty-seven (367) square metres.

Postal address: 17-19 Retief Street, Pietermaritzburg, Natal.

Improvements: Detached commercial property measuring in extent 339 square metres, brick under IBR sheeting roof, tiled floors.

Consisting of five shops with covered walkways and outbuildings two toilets.

Zoning: Residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 17,35% (seventeen comma three five per cent) per annum from 10 August 1993, capitalised monthly, in advance, on the amount of the Plaintiff's judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 10th day of November 1993.

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/LJ/87/E0141/93.)

Case 4940/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **NBS Bank Limited**, Plaintiff, and **H. D. Aston**, First Defendant, and **G. Aston**, Second Defendant

In pursuance of a judgment granted on 11 October 1993, 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 9 December 1993 at 11:00, at the Magistrate's Court, Empangeni.

1. (a) *Deeds office description:* Lot 1797, Richards Bay Extension 9, situated in the Borough of Richards Bay, Administrative District of Natal, in extent measuring one comma two five three-eight (1,2538) hectares.

(b) *Street address:* 1 Ohmzone Crescent, Alton, Richards Bay.

(c) *Improvements* (not warranted to be correct):

Building 1: Offices, approximately 130 square metres, brick under IBR, building comprising five offices, kitchen and two toilets.

Building 2: Brick under IBR, workshop approximately 630 square metres, and changerooms/store-room of approximately 230 square metres.

Building 3: IBR walls and roof workshop approximately 326 square metres.

Building 4: IBR walls and roof, workshop approximately 600 square metres.

(d) *Zoning/special privileges or exemptions:* Industrial zoning.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Nyala Park, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 8th day of November 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2814/93.)

Case 9593/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Execution Creditor, and **Zacharia Shona**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam, dated 5 December 1991 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 December 1993 at 10:00, in front of the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Property description: Ownership Unit E1062, in the Township of kwaMashu, District of Ntuzuma, in extent of 306 square metres, represented and described on General Plan PB121/1986.

Postal address: Unit E1062, kwaMashu.

Improvements: Brick under tile dwelling comprising three bedrooms, lounge with dining-room, kitchen, toilet, bathroom, single garage, water and lights facilities (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 21,75% (twenty-one comma seven five per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, 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 8th day of November 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/S271.)

Case 6338/87

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Execution Creditor, and **Xoliswa Zirreth Ngobane**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam, dated 20 January 1988 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 December 1993 at 10:00, in front of the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Property description: Ownership Unit E320, in the Township of Ntuzuma, District of Ntuzuma, in extent of 371 square metres, represented and described on General Plan PB125/1980.

Postal address: Unit E320, Ntuzuma.

Improvements: Brick under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet with bathroom, water and lights (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 16,5% (sixteen comma seven five per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, No. 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, 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 8th day of November 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/N111.)

Case 6831/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance and Investments Corporation Limited**, Plaintiff, and **Nonhlanhla Victoria Mdladlamba**, Defendant

In pursuance of a judgment granted on 19 August 1993 in the Verulam Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10 December 1993 at 10:00, front entrance Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit C707, in extent 264 square metres, situated in the Township of KwaMashu, represented and described on General Plan PB198/1985, held by virtue of Deed of Grant G004487/91.

Physical address: Ownership Unit C707, KwaMashu Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick and asbestos dwelling (48m²) comprising of a kitchen, dining-room, two bedrooms, bathroom and w.c. Municipal water supply and sanitation, local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 9th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z15174/MM.)

Case 1879/90

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Wilfred Lucky Luthuli**, First Defendant, and **Mfaniseni Alfred Luthuli**, Second Defendant

In pursuance of a judgment granted on 13 June 1991 in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 8 December 1993 at 10:00, the Main South entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit B39, in extent 403 square metres, situated in the Township of Umlazi, represented and described on General Plan BA11/1964, held by virtue of Deed of Grant 5582/289.

Physical address: Ownership Unit B39, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and asbestos dwelling (106m²) comprising of kitchen, dining-room, lounge, five bedrooms, bathroom and w.c., municipal electricity, water supply and sanitation local authority.

Improvements: Verandah (10m²).

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 23,25% (twenty-three comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 5th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z31223/MM.)

Case 42528/93

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited (Reg. No. 51/00009/06), Plaintiff, and **Mabuya Hollet Radebe**, Defendant

In pursuance of a judgment granted on 7 September 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder and served on 16 September 1993, the immovable property listed hereunder shall be sold in execution to the highest bidder on 10 December 1993 at 10:00, in front of the Magistrate's Court, East Entrance, Umbumbulu:

Description: A unit consisting of:

(a) Ownership Unit 1812, in the Township of Kwa Makhuta, District County of Durban, in extent 325,2 square metres represented and described on General Plan BA35/1966.

(b) An undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Grant 7/105.

Postal address: 1812 Kwa Makhuta Township.

The property consists of a dwelling-house of plastered brick with asbestos roof, two bedrooms, dining-room, bathroom, no lounge, kitchen, no garage, no fence, no outbuildings.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban on this the 5th day November 1993.

Meumann & White, Plaintiff's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. MS H. Meumann/m/015356.)

Case 3785/93

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

In the matter between **Production Projects (Pty) Limited**, Execution Creditor, and **Counterweight Communications (Pty) Ltd**, First Execution Debtor, and **Nigel Marc Spendlove**, Second Execution Debtor

In pursuance of a judgment of the Magistrate's Court for the District of Pinetown, and a writ issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 10 December 1993 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, Natal:

Description: An undivided half share in Lot 435, Kloof Extension 4, situated in the Borough of Kloof and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 3 728 (three thousand seven hundred and twenty-eight) square metres held under Deed of Transfer T15964/1991.

Postal address: 91 Buckingham Road, Kloof.

Improvements: A single storey brick and tile dwelling consisting of three bedrooms (BIC in all rooms), lounge, dining-room, kitchen, two bathrooms with toilets, two garages, office/two rooms open plan, tool shed, laundry, servants' quarters, swimming-pool and fully fenced (the nature, extent, condition and the existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules of Court made thereunder.

2. No bid for less than R100 shall be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against 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 from the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum to the Execution Creditor on the amount of the award to the Execution Creditor in the plan of distribution, from date of sale to date of registration of transfer.

5. The 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 all other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal, or at the offices of the attorney's for the Execution Creditor.

Dated at Westville on this 10th day of November 1993.

McKenzie Dixon, Attorneys for Execution Creditor, Second Floor, 27 Jan Hofmeyr Road, Westville. (Tel. 266-8036.) (Ref. K. P. Dixon/Mrs McNally/S033-029.)

Case 125/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **J. T. Dlamini**, Defendant

In pursuance of a judgment granted on 17 March 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 10 December 1993, at the Sheriff's Office, 5 Bishop Street, Camperdown, behind the Masonic Lodge, at 11:00:

Description: Unit 1490, in extent 383 square metres, situated in the Township of Mpumalanga B, in the County of Pietermaritzburg, represented and described on General Plan BA58/1969.

Physical address: Unit B 1490, Mpumalanga.

Improvements: Brick under asbestos dwelling, two bedrooms, bathroom, kitchen and lounge.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff, within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Camperdown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 10th day of November 1993.

V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 58317/93

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

In the matter between **ABSA Bank Limited**, Allied Bank Division, Plaintiff, and **Esther McKechnie McCutcheon Dolphin**, Defendant

In pursuance of a judgment granted on 29 September 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 9 December 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road-entrance, Durban.

Description: A unit consisting of:

(a) Section 6 as shown and more fully described on Sectional Plan SS61/1978, in the scheme known as Willowvale, in respect of the land and building or buildings situated at Borough of Amanzimtoti, of which the floor area, according to the said sectional plan, is 98 (ninety-eight) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 6 Willowvale Flats, Adams Road, Amanzimtoti.

The property consists of flat with cement roof and brick walls, lock-up garage, two bedrooms, toilet, bathroom, lounge and dining-room carpeted, kitchen tiled, fitted cupboards.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per cent) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban on this the 9th day of November 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Tel. 017266.) (Ref. H. Meumann/m.)

Case 46103/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **The E M Bodhanya Trust No. K1204/87 D**, Defendant

In pursuance of a judgment granted on 17 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 9 December 1993 at 10:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Lot 860, Isipingo, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 778 square metres.

Address: 29 Duiker Road, Isipingo Beach.

Improvements: Single storey tiled roof, brick walls, two bedrooms, two bedrooms with en suite, toilet and bathroom, lounge and dining-room carpeted, kitchen tiled, servants' quarters, room with toilet and shower, swimming-pool partly fenced and garage attached to main house.

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, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N225032.)

Case 42753/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Perumal Pillay**, First Defendant, and **Govindamma Pillay**, Second Defendant

In pursuance of a judgment granted on 21 August 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 10 December 1993 at 10:00, at the front entrance to the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam:

Description: Lot 639, Westham, situated in the City of Durban, Administrative District of Natal, in extent 200 (two hundred) square metres.

Address: 14 Caterham Avenue, Westham, Phoenix.

Improvements: Block under tile semi-detached flat comprising three bedrooms, lounge, kitchen, toilet, bathroom and precast fencing, 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 & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N225003.)

Case 51753/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Sivan Veerasamy**, First Defendant, and **Vanithamani Veerasamy**, Second Defendant

In pursuance of a judgment granted on 24 September 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 10 December 1993 at 10:00, at the front entrance to the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam:

Description: Lot 619, Hillgrove, situated in the City of Durban, Administrative District of Natal, in extent 367 (three hundred and sixty-seven) square metres.

Address: 118 Limehill Crescent, Hillgrove, Newlands West.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, 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, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011301.)

Case 8878/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Quarry Heights (Proprietary) Limited**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 29 September 1993, a sale in execution will be held on Friday, 10 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 the Inanda District to the highest bidder:

(a) The Remainder of Lot 410, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent of 113,2246 (one hundred and thirteen comma two two four six) hectares.

(b) The Remainder of Subdivision 1 of Lot 410, Zeekoe Vallei, which has been laid out as a Township and consisting of:

(1) Lot 1, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 535 (one thousand five hundred and thirty-five) square metres.

(2) Lot 2, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 647 (one thousand six hundred and forty-seven) square metres.

(3) Lot 3, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 690 (six hundred and ninety) square metres.

(4) Lot 4, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 220 (one thousand two hundred and twenty) square metres.

- (5) Lot 7, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 734 (seven hundred and thirty-four) square metres.
- (6) Lot 8, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 660 (six hundred and sixty) square metres.
- (7) Lot 9, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 197 (one thousand one hundred and ninety-seven) square metres.
- (8) Lot 10, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 157 (one thousand one hundred and fifty-seven) square metres.
- (9) Lot 11, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 019 (one thousand and nineteen) square metres.
- (10) Lot 12, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 987 (nine hundred and eighty-seven) square metres.
- (11) Lot 13, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 021 (one thousand and twenty-one) square metres.
- (12) Lot 14, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 684 (six hundred and eighty-four) square metres.
- (13) Lot 15, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 704 (seven hundred and four) square metres.
- (14) Lot 16, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 706 (seven hundred and six) square metres.
- (15) Lot 17 Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 070 (one thousand and seventy) square metres.
- (16) Lot 18, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 652 (six hundred and fifty-two) square metres.
- (17) Lot 20, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 817 (eight hundred and seventeen) square metres.
- (18) Lot 23, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 666 (six hundred and sixty-six) square metres.
- (19) Lot 25, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 669 (six hundred and sixty-nine) square metres.
- (20) Lot 26, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 709 (seven hundred and nine) square metres.
- (21) Lot 27, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 853 (eight hundred and fifty-three) square metres.
- (22) Lot 28, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 254 (one thousand two hundred and fifty-four) square metres.
- (23) Lot 30, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 940 (nine hundred and forty) square metres.
- (24) Lot 31, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 685 (six hundred and eighty-five) square metres.
- (25) Lot 34, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 688 (six hundred and eighty-eight) square metres.
- (26) Lot 36, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 708 (seven hundred and eight) square metres.
- (27) Lot 38, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 697 (six hundred and ninety-seven) square metres.
- (28) Lot 39, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 665 (six hundred and sixty-five) square metres.
- (29) Lot 40, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 744 (seven hundred and forty-four) square metres.
- (30) Lot 41, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 787 (seven hundred and eighty-seven) square metres.
- (31) Lot 42, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 058 (one thousand and fifty-eight) square metres.
- (32) Lot 43, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 748 (seven hundred and forty-eight) square metres.
- (33) Lot 44, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 712 (seven hundred and twelve) square metres.
- (34) Lot 45, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 702 (seven hundred and two) square metres.
- (35) Lot 46, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 868 (eight hundred and sixty-eight) square metres.

(36) Lot 47, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 062 (one thousand and sixty-two) square metres.

(37) Lot 48, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 858 (eight hundred and fifty-eight) square metres.

(38) Lot 49, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 931 (nine hundred and thirty-one) square metres.

(39) Lot 50, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 931 (nine hundred and thirty-one) square metres.

(40) Lot 51, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 959 (nine hundred and fifty-nine) square metres.

(41) Lot 52, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 540 (one thousand five hundred and forty) square metres.

(42) Lot 53, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 1 315 (one thousand three hundred and fifteen) square metres.

(43) Lot 54, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 703 (seven hundred and three) square metres.

(44) Lot 55, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 884 (eight hundred and eighty-four) square metres.

(45) Lot 56, Quarry Heights, situated in the City of Durban, Administrative District of Natal, in extent 962 (nine hundred and sixty-two) square metres.

Improvements (the following information is furnished but nothing is guaranteed in this regard):

The properties are vacant land.

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 for the Inanda District, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenues, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may point out the properties and be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this the 10th day of November 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/3359/93.)

Case 393/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Perm** (a division of Nedcor Bank Ltd), Plaintiff, and **Fakazile Innocentia Mncube**, Defendant

In pursuance of a judgment granted on 19 February 1993, 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 9 December 1993 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds Office Description*: Ownership Unit B382, Township of Ngwelezana, District of Enseleni, measuring 375 (three hundred and seventy-five) square metres in extent.

1. (b) *Street address*: Unit B382, Ngwelezana Township.

1. (c) *Improvements* (not warranted to be correct): Consists of two bedrooms, kitchen, lounge and bathroom.

1. (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, Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 12th day of November 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2756/93.)

Case 2792/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Joel Naidoo**, First Defendant, and **Lynette Naidoo**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, on Friday, 10 December 1993 at 10:00:

Description: Lot 786, Woodview, situated in the City of Durban, Administrative District of Natal, in extent 460 square metres, and held by Deed of Transfer T6318/86, and situated at 14 Gablewood Close, Woodview.

Physical address: 14 Gablewood Close, Woodview.

Zoning: Residential.

The property consists of the following: Three bedrooms, lounge, kitchen, toilet and bathroom.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Acting Sheriff of the Supreme Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, Natal.

Dated at Durban on this the 9th day of November 1993.

Saras Perumaul, for A. Christopher Inc., Sixth Floor, Permanent Buildings, 343 Smith Street (bay passage entrance), Durban.

ORANJE-VRYSTAAT ORANGE FREE STATE

Saak 8583/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **mev. Pavlina Davelis**, Verweerder

Ingevolge 'n vonnis gedateer 25 Junie 1993, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 10 Desember 1993 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 16487, Uitbreiding 106, geleë in die stad en distrik Bloemfontein.

Groot: 1 543 vierkante meter.

Gehou kragtens Transportakte TL1680/1992, Henry Faganstraat 6, Heuwelsig, Bloemfontein.

Verbeterings: Woonhuis bestaande uit vyf slaapkamers, twee toilette, eetkamer, sitkamer, studeerkamer, kombuis en twee garages.

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 26ste dag van Oktober 1993.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6; Pobox 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 16001/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **I. S. Weber**, Eiser, en **J. G. Raath**, Verweerder

Ingevolge uitspraak van die Landdros, Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 21 Januarie 1993, sal die ondergemelde eiendom op Vrydag, 3 Desember 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Plot 193, synde Onderverdeling 1 van Plot 193, Estoire, geleë in die belasbare gebied Bloemspruit, Raad van Beheer, distrik Bloemfontein.

Groot: 2,100 hektaar.

Bestaande uit: 'n Woonhuis met vier slaapkamers, twee badkamers, sit-/eetkamer, waskamer, kombuis, twee motorhuise, verskeie buitegeboue, boorgat en stadswater.

Gehou kragtens Transportakte T12639/88.

Die koper moet afslaaersgelde, BTW asok 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van die verkoping 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van die verkoping mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Bloemfontein-Oos, te Barnesstraat 5, Westdene, Bloemfontein, nagesien word.

Geteken te Bloemfontein op hierdie 27ste dag van Oktober 1993.

J. C. Fourie, vir Andre Bezuidenhout & Vennote, Standard & Generalgebou, St Andrewstraat, Bloemfontein, 8300.

Saak 13056/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Munisipaliteit Bainsvlei**, Eiser, en **M. Dercksen**, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros, Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaatsingang, Landdroshof, Bloemfontein, op Vrydag, 3 Desember 1993 om 10:00:

Sekere: Onderverdeling 23 (van 7) van die plaas The Hope Orchards, 2373 van die plaas Hope Valley 719, geleë in die munisipaliteit Bainsvlei, distrik Bloemfontein, gehou kragtens Transportakte T11096/87 en Verbandakte B12715/87, ten gunste van Oostelike Provinsie Bouvereniging.

Grootte: 8,5660 (aght komma vyf ses ses nul) hektaar.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar in kontant of datum van verkoping.
2. Vir die balans koopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg, binne 14 (veertien) dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein hierdie 19de dag van Oktober 1993.

H. T. P. Hutchinson, vir Van der Merwe & Sorour, Prokureurs vir Eiser, Sewende Verdieping, Atriumgebou, Elizabethstraat, Bloemfontein.

Case 12203/93

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

In the matter between **Oostelike Provinsie Bouvereniging**, Plaintiff, and **Susara Dorethea Herbst** (Identity No. 4711030026007), Defendant

In pursuance of a judgment in the Magistrate's Court for the district of Bloemfontein, granted on 23 August 1993 and a warrant of execution, the following property will be sold in execution with/without reserve, to the highest bidder on Friday, 3 December 1993 at 10:00, at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, by the Sheriff, Bloemfontein West, namely:

"Erf 1092 (Uitbreiding 2), geleë in die dorp Langenhovenpark, in die munisipaliteit Bainsvlei, distrik Bloemfontein. **Groot:** 919 (negehonderd-en-negentien) vierkante meter. Gehou kragtens Transportakte T3856/1993 en onderworpe aan die voorbehoud van Minerale Regte en ander voorwaardes soos volledig daarin uiteengesit."

Consisting of: Lounge/dining-room, family room, kitchen, three bedrooms, bathroom, shower, toilet, swimming-pool, two garages with toilet, brick paving, tiled roof, carpet/PVC floors, being 4 Wim Botha Street, Langenhovenpark, Bloemfontein.

Terms: The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance within 14 (fourteen) days shall be paid or shall be secured by a bank or building society. The sale shall in all respects be governed by the Magistrates' Courts Act of 1944 and the rules made thereunder, or any amendment thereof or substitution thereof and subject thereto. The property shall be sold voetstoots to the highest bidder.

The purchaser shall be liable and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff of the Court or for acting as auctioneer, and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State) or any amendment thereof or substitution therefor.

Conditions of sale: The full conditions of sale may be inspected prior to the sale at the office of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein.

The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

D. A. Honiball (NEO729), c/o Israel & Sackstein, Attorneys for Plaintiff, 26-28 Aliwal Street, Bloemfontein. [Tel. (051) 48-3145/6/7.]

Saak 413/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Leponesa Alfons Monokoli**, Verweerder

Ingevolge uitspraak van die Landdros, Botshabelo, en lasbrief tot geregtelike verkoping gedateer 24 September 1993, sal die ondervermelde eiendom op 3 Desember 1993 om 11:00, te Landdroskantoor, Botshabelo, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Erf 714, Blok H, geleë in die dorp Botshabelo, distrik Botshabelo, groot 345 vierkante meter, gehou kragtens Grondbrief 1751/1986, geregistreer op 31 Julie 1987, onderworpe aan sekere voorwaardes soos daarin vervat.

Bestaande uit: Enkelverdiepingwoonhuis met twee slaapkamers, kombuis, sitkamer, badkamer en motorhuis.

Die koper moet afslaersgelde, BTW, asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne 14 (veertien) 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, Botshabelo, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 411/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Litaba Joseph Lekhelebana**, Verweerder

Ingevolge uitspraak van die Landdros, Botshabelo, en lasbrief tot geregtelike verkoping gedateer 24 September 1993, sal die ondervermelde eiendom op 3 Desember 1993 om 11:00, te Landdroskantoor, Botshabelo, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Erf 715, Blok H, geleë te Botshabelo dorp, in die distrik Botshabelo, groot 345 vierkante meter soos aangetoon op Algemene Plan PB 139/1981, gehou kragtens Grondbrief 552 en onderworpe aan sekere voorbehoude, voorwaardes en regulasies soos daarin vervat.

Bestaande uit: Enkelverdiepingwoonhuis, twee slaapkamers, kombuis, sitkamer, badkamer en motorhuis.

Die koper moet afslaersgelde, BTW, asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne 14 (veertien) 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, Botshabelo, 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.]

Case 7684/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Rosemary Denise Gates**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 3 August 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 10 December 1993 at 11:00, at the Tulbach Street entrance, to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 1838, situated in Welkom, District of Welkom, measuring 1 204 square metres, held by the Defendant by virtue of Deed of Transfer T12036/92, known as 22 Zomba Street, Doorn, Welkom.

Improvements: Entrance-hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom, bathroom with toilet and shower, toilet, servants' quarters, store, two garages and toilet with shower (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 4th day of November 1993.

N. P. J. Steyn, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/UN66.)

Saak 414/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Thabiso Paulus Tsolo**, Verweerder

Ingevolge uitspraak van die Landdros van Botshabelo en lasbrief vir geregtelike verkoping gedateer 24 September 1993, sal die ondervermelde eiendom, op 3 Desember 1993 om 11:00, te Landdroskantoor, Botshabelo, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 1258, Blok U Botshabelo, gehou kragtens Grondbrief 1439/1987, gedateer 22 Julie 1987, soos meer ten volle sal blyk uit die Algemene Plan PB435/1986, bestaande uit enkelverdieping, viervertrekwoonhuis.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprijs 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 Botshabelo nagesien word.

G. B. A. Gerdener, vir MacIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein 9300. [Tel. (051) 30-2171.]

Saak 2475/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **Nedperm Bank Beperk**, Eksekusieskuldeiser, en **M. M. van Rooyen**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 11 Oktober 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 10 Desember 1993 om 10:00, voor die Landdroskantoor, Virginia:

Erf 683, geleë te Drakensbergweg 13, Virginia, gesoneer vir woondoeleindes, groot 1 648 vierkante meter, gehou kragtens Transportakte T14670/1990.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, woonkamer, kombuis, twee badkamers en twee motorhuise.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprijs 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, Virginia, nagesien word.

Gedateer te Welkom op hierdie 1ste dag van November 1993.

J. M. Pretorius, vir Wessels & Smith, p.a. Immelman & Vennote, Prokureurs vir Eksekusieskuldeiser, Volkskasgebou, Virginia Tuine, Virginia.

Saak 12741/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Telkom SA Beperk**, Eiser, en **J. T. Nkomo**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en lasbrief tot eksekusie gedateer 16 September 1993, sal die ondergemelde goedere op Vrydag, 10 Desember 1993 om 10:00, te Peetlaaningang van die Landdroshof aan die hoogste bieder geregtelike verkoop word, naamlik:

10958 Kagisanong, Mangaung.

Gedateer te Bloemfontein op hierdie 4de dag van November 1993.

J. J. van Zyl, vir Honey & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Posbus 29, Bloemfontein. (Verw. JJVZ/sp 39351.)

Saak 6828/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Hoofstad Beleggings (Edms.) Bpk.**, Verweerder

Ingevolge 'n vonnis gedateer 7 September 1993 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 10 Desember 1993 om 10:00, te die Peetlaaningang van die Landdroshof, Bloemfontein:

Sekere Erf 15768, geleë in die stad en distrik Bloemfontein, te wete Mimosastraat 14, Ou Nywerheidsgebied, Bloemfontein, groot 1 692 vierkante meter, gehou kragtens Transportakte T13/1991, Mimosastraat 14, Ou Nywerheidsgebied, Bloemfontein.

Verbeterings: Perseel bestaande uit sewe kantore, twee ontvangs areas, twee kombuise, drie toilette, drie pakhuisse, buitetoilet en ses matse.

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 19% (negentien persent) per jaar, vanaf datum van die verkoping toe 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 4de dag van November 1993.

J. H. Conradie, vir p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 307/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen **ABSA Bank**, handeldrywende as Allied Bank, Eiser, en **J. C. Roets**, Verweerder

Ten uitvoerlegging van 'n vonnis gegee op 29 Junie 1993, sal G. P. Nieuwoudt & Vennote, van Bothaville, die onderstaande eiendom per openbare veiling verkoop wel te die Landdroskantore, Bothaville, op Vrydag, 10 Desember 1993 om 10:00:

Die eiendom is Erf 442, geleë te Symondstraat 48, Bothaville, met bestaande woonhuis met drie slaapkamers, kombuis, sitkamer, eetkamer, enkel garage en enkel geriewe.

Die verkoopvoorwaardes sal ter insae lê by die Balju van die Landdroshof te Bothaville te Von Abogebou, asook by die Eiser se prokureurs hieronder genoem.

Gedateer te Bothaville op hierdie 5de dag van November 1993.

G. P. Nieuwoudt & Vennote, Prokureur vir Eiser, Van Riebeeckstraat 13, Posbus 328, Bothaville, 9660.

E. P. J. Pietersen, Balju vir die Landdroshof, Bothaville.

Saak 388/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Tseko Julius Koliti**, Verweerder

Ingevolge uitspraak van die Landdros, Botshabelo, en lasbrief tot geregtelike verkoping gedateer 23 Julie 1993, sal die ondervermelde eiendom op 3 Desember 1993 om 11:00, te Landdroskantoor, Botshabelo, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Eienaarskap Eenheid U1257, in die dorp Botshabelo, distrik Botshabelo, groot 240 vierkante meter, soos aangedui op Algemene Plan PB435/1986, gehou kragtens Deed of Grant 1362/1987, gedateer 7 Julie 1987, bestaande uit enkelverdieping viervertrekwoonhuis.

Die koper moet afslaersgelde, B.T.W. asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Botshabelo, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCK062.)

Saak 412/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Tsietsi Andrias Lekhehle**, Verweerder

Ingevolge uitspraak van die Landdros, Botshabelo, en lasbrief tot geregtelike verkoping gedateer 24 September 1993, sal die ondervermelde eiendom op 3 Desember 1993 om 11:00, te Landdroskantoor, Botshabelo, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Reg van Huurpag tot Perseel 402, Blok H, Botshabelo, gehou kragtens Sertifikaat van Reg van Huurpag H10/1987, gedateer 19 Januarie 1987, soos meer ten volle sal blyk uit Algemene Plan PB44/1981, bestaande uit enkelverdiepingwoonhuis met drie slaapkamers, kombuis, sitkamer, badkamer en eetkamer.

Die koper moet afslaersgelde, B.T.W. asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprijs 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, Botshabelo, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/evdw GCL067.)

Saak 410/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Teboho Paulus Mohau**, Verweerder

Ingevolge uitspraak van die Landdros, Botshabelo, en lasbrief tot geregtelike verkoping gedateer 24 September 1993, sal die ondervermelde eiendom op 3 Desember 1993 om 11:00, te Landdroskantoor, Botshabelo, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Eenheid U1243, geleë in die dorp Botshabelo, distrik Botshabelo, groot 515 vierkante meter, soos aangedui op Algemene Plan PB435/1986, gehou kragtens Grondbrief 1534/1987, gedateer 24 Julie 1987, bestaande uit enkelverdieping viervertrekhuus.

Die koper moet afslaersgelde, B.T.W. asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprijs 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, Botshabelo, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCM265.)

Saak 11609/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **NBS Bank Beperk**, Eiser, en **mev. Maria Elizabeth van Niekerk**, Verweerder

Ingevolge 'n vonnis gedateer 2 November 1993 en 'n lasbrief vir eksekusie in die Landdroshof van Welkom, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 10 Desember 1993 om 11:00, te die Tulbach-ingang van die Landdroshof, Welkom:

Sekere Erf 461, geleë in die dorp Naudeville, distrik Welkom, groot 883 m², gehou kragtens Transportakte T2902/1986, Gawthornestraat 33, Naudeville, Welkom.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, badkamer, stort, toilet, sitkamer, eetkamer, studeerkamer, kombuis en garage met bediendekamer en 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 koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs 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 Welkom hierdie 9de dag van November 1993.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur vir Eksekusieskuldeiser, Prokureur vir Eksekusieskuldeiser, Derde Verdieping, Unitedgebou, hoek van Ryk- en Elizabethstraat, Welkom, 9460. [Tel. (057) 357-1324.]

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **L. B. van der Merwe**, and **M. S. C. van der Merwe**, Defendants

In pursuance of the judgment in the Court of the Magistrate of Sasolburg, dated 22 September 1993 and a writ of execution dated 21 September 1993, the following property will be sold in execution on Friday, 10 December 1993 at 10:00, in front of the Magistrate's Court, Sasolburg:

Erf 1805, situated in the Township of Sasolburg Extension 20, District of Parys, measuring 744 (seven hundred and forty-four) square metres.

This property will be sold subject to the provisions of the Group Areas Act, and ten per centum (10%) of the purchase price must be paid on the date of sale and the balance against registration of transfer of the property into the name of the purchaser, which balance must be secured by an acceptable guarantee furnished to the Sheriff of the Magistrate's Court, within 14 (fourteen) days from date of sale. The sale is subject to section 66 of the Magistrates' Courts Act, No. 32 of 1944, as amended.

The following information is brought to the attention of prospective purchasers, but nothing is guaranteed: The property is known as 24 Albrecht Street, Sasolburg, and consists of a dwelling with outbuildings.

The full conditions of sale which will be binding on the purchaser and which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Trust Bank Building, Sasolburg, and at the office of the attorney for the Plaintiff.

Dated at Sasolburg this 1st day of November 1993.

R. A. P. Pretorius, for Molenaar & Griffiths, Trust Bank Building, P.O. Box 18, Sasolburg.

Saak 2080/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **Nedperm Bank Beperk**, Eksekusieskuldeiser, en **A. J. Brittz**, Eerste Eksekusieskuldenaar, en **I. E. Brittz**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 24 Augustus 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 10 Desember 1993 om 10:00, voor die Landdroskantoor, Virginia:

Erf 4951, geleë te Goudstraat 9, Saaiplaas, Virginia, gesoneer vir woondoeleindes, groot 2 054 vierkante meter, gehou kragtens Transportakte T2500/90.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis, een en 'n half badkamers, swembad, motorhuis en motorafdak.

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, Virginia, nagesien word.

Gedateer te Welkom op hierdie 5de dag van November 1993.

J. M. Pretorius, vir Wessels & Smith, p.a. Immelman & Vennote, Prokureurs vir Eksekusieskuldeiser, Volkskasgebou, Virginia Tuine, Virginia.

Saak 1192/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **Khayaletu Home Loans**, eiser, en **Sello Simon Maqalika**, Eerste Verweerder, en **Puseletso Meriam Maqalika**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief vir uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 8 Desember 1993 om 10:00, voor die Landdroskantoor, Parys, per publieke veiling deur die Balju, Parys, verkoop word:

Erf 4097, tesame met die verbeteringe of geboue daarop geleë in die Tumahole-dorpsgebied, gehou kragtens Grondbrief TL2477/1989, groot 286 (tweehonderd ses-en-tagtig) vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Parys op hede die 4de dag van November 1993.

C. F. Swanepoel, vir Bezuidenhout & Van Zyl, p.a. De Villiers & Joynt, Prokureurs vir Eiser, Dolfstraat 63, Posbus 43, Parys.

Saak 9042/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **mnr. M. Forster**, Eksekusieskuldeiser, en **mev. Shireen Storm**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof en 'n lasbrief vir eksekusie gedateer 9 Maart 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 10 Desember 1993 om 10:00, voor die Landdroskantoor, Bloemfontein, en wel te die Peetlaaningang daartoe:

Sekere Erf 3153, Uitbreiding 5, geleë in die dorp Ashbury, distrik Bloemfontein, groot 288 (tweehonderd agt-en-tagtig) vierkante meter, gehou kragtens Transportakte T3956/1988.

Verbeterings op die perseel bestaan uit 'n woonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer, sowel as 'n buitegebou met buitekamer en garage.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder, onderhewig egter aan 'n reserweprys wat by die aanvang van die verkoping aangekondig sal word 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 en die onbetaalde balans tesame met rente daarop bereken teen 18,5% (agtien komma vyf persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping deur die afslaer uitgelees sal word, kan gedurende kantoorure te die kantoor van die Balju vir die Landdroshof (Oos) te Barnesstraat, Bloemfontein, ingesien word.

Gedateer te Bloemfontein op hede die 8ste dag van November 1993.

E. H. Swanepoel, vir Wessels & Smith, Prokureur vir Eksekusieskuldeiser, Derde Verdieping, Grotiusgebou, Elizabethstraat, Bloemfontein.

Saak 1757/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Boland Bank Bepark**, Eksekusieskuldeiser, en **Daniel Jacobus Botha**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) en 'n lasbrief vir beslaglegging, gedateer 11 Junie 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 10 Desember 1993 om 11:00, en wel te die eiendom self, synde Gordonstraat 8, Bloemfontein:

Sekere Eenhede 1 tot en met 74, in die skema bekend as Chester Hill, soos getoon en volledig beskryf in Deelplan SS45/1983.

Totale grootte: 2 792 (tweeëuisend sewehonderd twee-en-negentig) vierkante meter, gehou kragtens Setifikate van Geregistreerde Deeltitel ST45/1983 (1) (Unit) tot en met ST45/1983 (74) (Unit) en Sertifikate van Geregistreerde Deeltitel ST45/1983 (1) (Unit) tot en met ST45/1983 (74)-1 (Unit).

Die eiendom is vir algemene handelsdoeleindes gesoneer en bestaan verbeterings daarop uit 'n verdiepinggebou (deeltitelskema) met onder andere 72 woonstelle, 'n ontvangsarea en 'n restaurant, insluitende 'n lokaal wat tans as gimnasium gebruik word.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder, onderhewig egter aan 'n reserweprys wat by die aanvang van die verkoping aangekondig sal word 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 ten opsigte van elke eiendom 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 'n koers van 21,25% (een-en-twintig komma twee vyf persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping deur die afslaer uitgelees sal word, kan gedurende kantoorure te die kantoor van die Balju vir Bloemfontein-Oos, te Barnesstraat, Bloemfontein, ingesien word.

Gedateer te Bloemfontein op hede die 8ste dag van November 1993.

E. H. Swanpoel, vir Wessels & Smith, Prokureur vir Eksekusieskuldeiser, Derde Verdieping, Grotiusgebou, Elizabethstraat, Bloemfontein.

Saak 10339/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank van SA Bepark**, Eksekusieskuldeiser, en **M. Shai**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 6 Oktober 1993, in die Landdroshof te Welkom sal die volgende eiendom verkoop word op Vrydag, 10 Desember 1993 om 11:00 te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere Erf 1292, Riebeeckstad, Lynettestraat 38, Riebeeckstad, groot 1 983 (een duisend nege honderd drie-en-tagtig) vierkante meter, geleë te die dorpsgebied Riebeeckstad, distrik Welkom, gehou kragtens Akte van Transport T1621/93 geregistreer op 8 Februarie 1993 en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitegeboue, drie slaapkamers, kombuis, twee badkamers, opwaskamer, sitkamer, eetkamer, studeerkamer, televisiekamer en studeerkamer op boonste verdieping. *Buitegeboue:* Bediendekamer, drie motorhuise, rondawel en besproeiingstelsel.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die eksekusieskuldeiser binne 7 (sewe) verkoop word aan die hoogste bieder, en verder onderhewig aan die bepalinge 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 op die koopsom bereken teen 'n koers van 16% (sestien persent) per jaar vanaf 10 Desember 1993 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 8ste dag van November 1993.

M. J. Rossouw, vir Rossouw & Vennote, Prokureur vir Eiser, Derde Verdieping, Unitedgebou, Rykstraat, Posbus 455, Welkom, 9460.

Saak 12718/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Nasionale Bouvereniging Bepark**, Eiser, en **Pogisho George Madona**, Verweerder

Ingevolge 'n uitspraak van die Landdros te Bloemfontein en 'n lasbrief vir eksekusie gedateer 18 Augustus 1993, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 10 Desember 1993 om 10:00, te die Landdroshof, Peetlaan-ingang, Bloemfontein, te wete:

Sekere Erf 18266, geleë in die dorp Mangaung, distrik Bloemfontein, groot 252 vierkante meter.

Neem verder kennis dat die verkoopvoorwaardes 14 dae voor datum van verkoop te die Balju van die Landdros, Bloemfontein-Oos, ter insae sal lê.

Geteken te Bloemfontein hierdie 5de dag van November 1993.

C. J. H. de Vries, vir C. J. H. de Vries Prokureurs, Prokureur vir Eiser, Penbellgebou 402, Elizabethstraat, Bloemfontein.

Saak 1227/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **Eerste Nasionale Bank**, Eiser en **J. M. Bam**, en **J. T. Bam**, Verweerders

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof, Harrismith, gedateer 22 September 1993, die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 10 Desember 1993 om 10:00, voor die Landdroskantoor, Southeystraat, Harrismith. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusieafslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, Frank Moore, Ou Klipskoolgebou, Harrismith, voor die verkoping geïnspekteer kan word:

Sekere Erf 584, geleë in die dorp en distrik Harrismith, bekend as Rosinglaan 1, Wilgerpark, Harrismith groot 1 105 (eenduisend een honderd en vyf) vierkante meter, gehou kragtens Transportakte 5863 van 1989.

Die volgende inligting word verskaf in verband met die verbeterings op die eiendom, maar hierdie eiendomsbeskrywing word geensins gewaarborg nie: Enkel verdiepingwoonhuis bestaande uit slaapkamers, badkamer, kombuis, sitkamer, eetkamer en motorhuis.

Terme: Tien persent (10%) van die verkoopprijs en 5% (vyf persent) afslagsgelde op die eerste R15 000 en 2,5% (twee komma vyf persent) daarna in kontant op datum van verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne dertig (30) dae vanaf datum van verkoping verskaf word.

Geteken te Harrismith op hede die 8ste dag van November 1993.

S. Fourie, vir Philip D. Wright & Siebrits, Prokureurs vir Eisers, Stuartstraat 49(C), Posbus 126, Harrismith, 9880. (Verw. S. Fourie/hb/279/93.)

Saak 21281/84
PH 344 W3

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Basinghall Investments (Pty) Limited**, Eiser, en **Seen Par Chan Restaurant (Edms.) Beperk**,
Eerste Verweerder, en **Ulrique Wegener**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping sonder reserweprijs gehou word te Strydomstraat 81, Oranjeville, op Donderdag, 9 Desember 1993 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die waarnemende geregsbode, distrik Heilbron, voor die verkoping ter insae sal lê:

Erf 940, Registrasieafdeling Oranje-Vrystaat, 1 985 vierkante meter, ingevolge Transportakte 6578/75 (Oranjeville) (onverbeterd), en geleë te Strydomstraat 81.

Terme: 10% (tien persent) van die koopprijs 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 45 (vyf-en-veertig) 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 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 die 15de dag van November 1993.

Werksmans, Eiser se Prokureurs, Werksmans Chambers (West Wing), Second Floor, 22 Girton Road, Parktown, Johannesburg, 2193. (Tel. 488-0000.) (Ref. ARG/Mr C. Whitcutt/ks/BAS15480.006.)

En aan: A. M. F. du Plooy, Balju, Hooggeregshof, Heilbron, Posbus 37, Heilbron, 9650.

Case 21281/84
PH 344 W3

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Basinghall Investments (Pty) Limited**, Plaintiff, and **Seen Par Chan Restaurant (Pty) Limited**,
First Defendant, and **Ulrique Wegener**, Second Defendant

Pursuant to a judgment of the above Honourable Court, Erf 940, Registration Division, Orange Free State, measuring 1 985 square metres, held under Deed of Transfer 6578/75 (Oranjeville) (unimproved), and situated at 81 Strydom Street, Oranjeville, will be sold in execution at the front entrance of 81 Strydom Street, Oranjeville, on Thursday, 9 December 1993 at 10:00, with no reserve price:

The conditions of sale which will be read out by the auctioneer at the time of the sale may be inspected at the offices of the Sheriff of Heilbron.

The terms are as follows:

1. 10% (ten per cent) of the purchase price and the auctioneer's charges are payable in cash on the day of sale, the balance payable against transfer to be secured by a bank or building society or other acceptable guarantees to be furnished within forty-five (45) days from the date of sale.

2. Auctioneer's charges are 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). The minimum charge is R100 (one hundred rand).

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

Werksmans, Attorneys for Plaintiff, Second Floor (West Wing), Werkman Chambers, 22 Girton Road, Parktown, Johannesburg. (Tel. 488-0000.) (Ref. ARG/Mr C. Whitcutt/BAS15400.006.)

To: A. M. F. du Plooy, Sheriff, District of Heilbron, P.O. Box 37, Heilbron, 9650.

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

In die saak tussen **Joy Cecilia Marie Willers**, Eerste Eiser, **Gunter Bertie Vermaak**, Tweede Eiser, en **Anthony Hermann Vermaak**, Derde Eiser, en **O J S Mynbou (Edms.) Beperk**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in ondergemelde saak, soos deur Eisers verkry sal 'n verkoping sonder 'n reserweprys gehou word te Landdroskantoor, Kerkstraat, Koppies, op 3 Desember 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Koppies, voor die verkoping ter insae sal lê:

Eiendom: Resterende Gedeelte van die plaas Zwartkoppies 196, geleë in die distrik Koppies, groot 128,4798 (een twee agt komma vier sewe nege agt) hektaar, gehou kragtens Akte van Transport T12946/1983.

Beskrywing: Geleë op die Greenlands-Parys grondpad en die verbeterings op die eiendom bestaande uit klein sement-en sinkstoor, boorgat met handpomp en sementdam.

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 Vonnisksuldeiser.

Geteken te Pretoria op hierdie 28ste dag van Oktober 1993.

Coetzee Prokureurs, 15de Verdieping, S.A.L.U.-gebou, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/RL585/92.)

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

VAN'S AFSLAERS

VEILING: LOSGOED

In opdrag van die Kurators/likwidadeurs van insolvente boedels **H. P. Smit, Meestersverwysing T2162/93, G. F. Siebert, Meestersverwysing T1788/93, J. W. Havenga, Meestersverwysing T2244/93, S & N Computer Distributors BK, Meestersverwysing T3163/93, en Kriel Hardeware BK**, in likwidasie, **Meestersverwysing T3946/93**, verkoop Van's Afslaers ondervermelde bates per openbare veiling, sonder reserwe op Donderdag, 25 November 1993 om 10:00, te Van's Afslaers, Booyesenstraat 521, Gezina, Pretoria.

Items: VW Golf, huishoudelike- en kantoormeubels en toerusting.

Betaling: Kontant of gewaarborgde tjek alleen.

Inligting: Skakel Van's Afslaers (012) 335-2974.

VAN'S AFSLAERS

VEILING: ERWE EN LOSGOED

In opdrag van die gesamentlike Kurators van die insolvente boedel **J. A. Coetzee, Meestersverwysing T1503/93**, verkoop Van's Afslaers, ondervermelde bates per openbare veiling, sonder reserwe, onderhewig aan bekragtiging, op Dinsdag, 23 November 1993 om 11:00, te Erf 362 en Gedeeltes 1 van Erwe 363 en 364, in Basrooydstraat 70, Bassonia, Johannesburg:

Groot: 6 258 m².

Verbeterings: Woonhuis, motorhuise en buitegeboue.

Dinsdag, 23 November 1993 om 12:30, te Erf 993, in Gladiolusstraat 119, roodekop:

Groot: 1 190 m².

Verbeterings: Woonhuis, swembad en heiningmuur.

Betaling: 10% (tien persent) deposito PLUS afslaerskommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae.

Donderdag, 25 November 1993 om 10:00, te lokale van Van's Afslaers, Pretoria:

Losgoed: Motors, meubels en kantoortoerusting.

Vrydag, 26 November 1993 om 11:00, te Plot 26, Heatherdale, Akasia:

Losgoed: Wipbakvragmotors, kruptrekker, kompressors en sementmenger.

Betaling: Kontant of gewaarborgde tjeks alleen.

Inligting: Skakel Van's Afslaers (012) 335-2974.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN DRIESLAAPKAMERWONING MET SWEMBAD, ATTIESTRAAT 675, BOOYSENS, PRETORIA, OP 30 NOVEMBER 1993, OM 10:30 OP DIE PERSEEL:

Gedeelte 1 van Erf 101, BooySENS, Registrasieafdeling JR, Transvaal.

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **C. A. van Niekerk, Meestersverwysing T4106/93**, verkoop ons per openbare veiling, genoemde eiendom op die perseel, bestaande uit:'n Woonhuis met drie slaapkamers, twee badkamers, kombuis met kaste, ooghoopte oond, opwaskamer, sit-, eetkamer, volvloermatte, ingeboude kaste, motorhuis, bediendekwartiere met stort en toilet, swembad, grasdak lapa, boorgat, ommuur en gevestigde tuin. Erf = 900 m². Verbeterings = 175 m².

Bekragtiging met die val van die hamer.

Verkoopvoorwaardes: 10% (tien persent) deposito plus 6% (ses persent) afslaskommissie in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborgte vir die balans binne 14 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Op afslaskommissie.

Afslasknota: Naby skole, ideale gesinswoning.

Besigtiging: By die adres of reël met die afslasker.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 gedurende kantoorure.

PHIL MINNAAR BK AFSLAERS

(Reg. No. CK85/01372/73)

INSOLVENTE BOEDELVEILING VAN NETJIESE WONING IN WENTWORTH PARK, KRUGERSDORPIn opdrag van die Kurator in die insolvente boedel **L. M. Olivier, Meestersverwysing T2753/93**, verkoop ons die ondervermelde eiendom per openbare veiling op Maandag, 29 November 1993 om 12:00:

Plek van veiling: Hoofrifweg 279, Wentworth Park.

Beskrywing van die eiendom: Erf 882, bekend as Hoofrifweg 279, Wentworth Park, Krugersdorp, Registrasieafdeling IQ, Transvaal.

Groot: 909 m².

Verbeterings: Hierdie staanteëldakwoning bestaan uit vier slaapkamers, twee badkamers, sitkamer, eetkamer, TV-kamer, kombuis, aparte opwasarea, waskamer, dubbel toesluitmotorhuis, bediendekamer met toilet, matre en veiligheidshekke.

Terme: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborgte binne 14 dae na aanvraag.

Afslaskommissie: Deur koper betaalbaar sowel as BTW daarop.

Besigtiging: Daaglik tussen 08:00 en 17:00.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK Afslaskers, Bus 28265, Sunnyside. Tel: 322-8330/1/2. Faks: (012) 322-9263.

PHIL MINNAAR BK AFSLAERS

(Reg. No. CK85/01372/73)

BESTORWE BOEDELVEILING VAN NETJIESE KLEINHOEWE NOORD VAN PRETORIA — PAARDEFONTEINIn opdrag van die Kurator in die bestorwe insolvente boedel **M. S. Green, Boedelnommer 19874/93**, verkoop ons die ondervermelde eiendom per openbare veiling op Woensdag, 1 Desember 1993 om 13:00:

Plek van veiling: Hoewe 17, Paardefontein, Walmansthal.

Ligging: Vanaf Pretoria op die N1 na Pietersburg, neem Zambesirylaan afrit en draai regs tot eerste stopstraat, draai links op Molotopad. Ry vir 20 km, draai links na Walmansthal tot T-aansluiting, draai regs, ry \pm 5 km, draai regs, hoewe op regterkant.

Beskrywing van eiendom: Gedeelte 17 van die plaas Paardefontein 282, Walmansthal, Registrasieafdeling JR, Transvaal.

Groot: 25,6968 hektaar.

Verbeterings: Hierdie sinkdakwoning bestaan uit drie slaapkamers, twee badkamers, sitkamer, eet- en TV-kamer, toe stoep, kombuis, matre, teëls en motorhuis. Verder is daar 'n boorgat, stoorkamers, watertenk op staander, drie motorafdakke, grasdak somerhuisie en twee bediendekamers met toilet.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborgte binne 45 dae na bekragtiging.

Besigtiging: Daaglik tussen 08:00 en 17:00.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK Afslaskers, Bus 28265, Sunnyside. Tel: 322-8330/1/2. Faks: (012) 322-9263.

PHIL MINNAAR BK AFSLAERS

(Reg. No. CK85/01372/73)

ANTIEKE MEUBEL LIEFHEBBERS HIERDIE VEILING IS 'N MOETI

LOSBAATE VEILING VAN VERSKEIE BOEDELS — ANTIEKE MEUBELS, VOERTUIG, MOTORBOOT, INDUSTRIËLE
SWEISMASJINE, KRAGOPWEKKER EN NOG VELE MEER

In opdrag van die Kurators, ekskuteurs en likwidateurs in die verskeie boedels, verkoop ons ondergenoemde losbates
per openbare veiling op:

Datum: 24 November 1993 om 10:00.

Plek van veiling: Ons perseel, Skinnerstraat 405, Sunnyside:

INSOLVENTE BOEDEL M. M. SMIT, MEESTERSVERWYSING T3482/93: 2 x 4-skaar ploë, Deutz trekker, kragopwek-
ker TS180c (soos nuut), en 'n sweismasjien.

INSOLVENTE BOEDEL LEON SWART, MEESTERSVERWYSING T979/93: Swartsteen mansring.
INSOLVENTE BOEDEL C. J. BADENHORST, MEESTERSVERWYSING T1244/93: Houtpalette, pyp toebehore, pype,
industriële ratkaste, steenmaakmasjiens, ens.

INSOLVENTE BOEDEL WANDA VAN NIEKERK, MEESTERSVERWYSING T3820/93: Muureenheid, sitkamerstel,
hout slaapkamerstel, eetkamerstel/buffet, Hoover wasmasjiens, Hoover tuimerdroër, telefoonatfel, TSM rekenaar, dames-
ringe, ens.

INSOLVENTE BOEDEL L. DREYER, MEESTERSVERWYSING T1333/93: Koffietafeltjies, Kelvinator vrieskas, was-
masjiens, staalkaste, Delft yskas, TV-kas, laseerkabinet, Phillips TV, spidbraai, tafeltjies, lessenare, en nog vele meer.

BOEDEL WYLE A. J. VAN DEN HEEVER, MEESTERSVERWYSING T1286/93: 1988 Honda Prelude.
BOEDEL WYLE E. E. ANDERSSON: (Van hierdie meubels/ornamente/kopeware is ± 200 jaar oud). Antieke meubels:
Hangkaste, spieëlkafees, tafels, stoeltjies, dubbelbed (kateel), eetkamerstel, vertoonkas, skilderye, matte, kluis, buffet, staan-
horlosie, ronde tafeltjies, spieëls, geel en rooi koper ornamente, silwer ornamente, kierties, groot hoeveelheid los ornamente,
en nog baie, baie meer.

MEREX INDUSTRIALS CC, IN LIKWIDASIE, MEESTERSVERWYSING T1653/93: 3 x Speedwell 300 sweismasjiene,
CO2 sweismasjiene, kantoorstoel, likmasjiens, Toshiba fotostaatmasjiens, Hitachi faksmasjiens, losgereedskap, ens.

BOEDEL WYLE DR. P. J. VAN ZYL: Romp 170 Sport met Yamaha 130 Pk enjin.
BESTORWE BOEDEL W. P. BREYTENBACH, MEESTERSVERWYSING T5795/93: 1993 Mazda 2200 Driter.
Ander losgoed: Stoof, hout eetkamerstelteltjie, grassnyer, huishoudelike items, skottelgoedwasser, gordyne, TV, ant-
woordmasjiens en nog vele meer.

Besigtiging: Vier dae voor veiling.
Terme: Streng kontant of bankgewaarborgde tjeks alleenlik. Geen uitsondering sal gemaak word nie.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Reg word voorberei om items by te voeg of weg te laat.

Phil Minnaar BK Afslaaers, Bus 28265, Sunnyside. Tel: 322-8330/1/2. Faks: (012) 322-9263.

PHIL MINNAAR BK AFSLAERS

(Reg. No. CK85/01372/73)

BESTORWE BOEDEL VEILING VAN NETJIESE KLEINHOEWE IN KAREEBOSCH — DISTRIK PIETERSBURG

In opdrag van die ekskuteur in die bestowwe boedel L. J. A. Visser, Boedelnommer T2458/93, verkoop ons die
ondervermelde eiendom per openbare veiling op Dinsdag, 30 November 1993 om 11:00:

Plek van veiling: Plot 53, Kareebosch, Pietersburg.

Ligging: Vanaf Pietersburg op die N1 na Louis Trichardt vir ± 12 km, draal links by Elizabeth Kennels/Kellerman bordjie,
ry vir 1 km, hoeve aan linkerkant.

Beskrywing van eiendom: Gedeelte 53 ('n gedeelte van Gedeelte 39) van die plaas Kareebosch 618, distrik Pietersburg,
Registraatdeel L5, Transvaal.

Groot: 2,1433 hektaar.

Verbetterings:

Hooftwoning: Hierdie staanteeidakwoning bestaan uit vier slaapkamers, sitkamer, eetkamer, twee badkamers, kombuis
en dubbelmotorafdek. Verder is daar twee vier-vertrekwoonstelle wat aan die huis grens.

Tweede woning: Hierdie staanteeidakwoning bestaan uit twee slaapkamers, badkamer, sitkamer, eetkamer en kombuis.
Verder is daar 'n boorgat en dam wat toegerus is met 'n Monapomp.

Terme: 10% (twintig persent) deposito in kontant of bankgewaarborgde tjek alleen en balans verseker te word met
waarborg binne 45 dae na bekragting.

Besigtiging: Daaglik tussen 08:00 en 17:00.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK Afslaaers, Bus 28265, Sunnyside. Tel: 322-8330/1/2. Faks: (012) 322-9263.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **H. C. Herbst**, sal ons die bates verkoop te Makokskraal op 1 Desember 1993 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

PHIL MINNAAR BK AFSLAERS

(Reg. No. CK85/01372/73)

REUSE INSOLVENTE BOEDELVEILING VAN SEWE AANGRENSENDE WES-TRANSWAALSE PLASIES, TREKKERS EN IMPLEMENTE, DISTRIK POTCHEFSTROOM

In opdrag van die Kurator in die insolvente boedel **C. J. van Wyk, Meestersverwysing T2197/93**, verkoop ons die ondervermelde eiendom en losgoed per openbare veiling op Dinsdag, 30 November 1993 om 11:00:

Plek van veiling: Die plaas Klipdrift.

Ligging: Vanaf Potchefstroom ry op die Johannesburgpad vir 10 km en draai regs op die R54, Vereenigingpad vir 8,8 km, draai links op Klipdriftpad (Militêre basis) vir 1 km en draai weer links voor treinspoor vir ± 1 km. Plaas aan regterkant. (Sien wegwysers.)

Beskrywing van eiendomme: Gedeelte 251 (Groot: 31,0216 hektaar). Gedeelte 100 (Groot: 0,85656 hektaar). Gedeelte 147 (Groot: 0,4140 hektaar). Gedeelte 190 (Groot: 0,8565 hektaar). Gedeelte 38 (Groot: 21,2948 hektaar). Gedeelte 99 (Groot: 0,8565 hektaar). Gedeelte 145 (Groot: 1,1820 hektaar). Almal is 'n gedeelte van Gedeelte 224 van die plaas Klipdrift, distrik Potchefstroom, Registrasieafdeling IQ, Transvaal.

Verbeterings, grondverdeling en watervoorsiening:

Gedeelte 251: Was voorheen 15 hektaar besproeiing, weiding en kampe met drie toegeruste boorgate.

Gedeelte 100: Toegebooue lusernstoer en skaapkamp met krip.

Gedeelte 147: Skaapkamp met stoer, skaapkrale, drukgang en dip, sementdam en krip daarop.

Gedeelte 190: Bouterseel.

Gedeelte 38: Besproeiingsgrond met kanaalbesproeiing en spruit.

Gedeelte 99 en 145: Woning bestaande uit twee sitkamers, eetkamer, oopplankombuis, opwasarea, spens, naaldwerk-kamer, musiekkamer, drie slaapkamers, aparte badkamer, hoofslaapkamer met eie badkamer. Aangrensende woonstel bestaande uit twee slaapkamers, sitkamer, ontspanningskamer, badkamer en kombuis. Die binnenshuise swembad het eie sitkamer, kantoor/aantrekkamer en stort.

Verder is daar drie store en koelkamer, skaapstoer, drie buitekamers, aparte voorafvervaardigde buitehuis, drie dubbel-motorhuise, motorafbak vir vier motors, trekkerstoer, sinkstoer, varkhokke, krippe en boorgate.

Losbates:

Trekkers: J/D 3140, Fiat 540, Fiat 640 DT en M/S 165.

Implemente: J/D Ripper, Slattery 3-skaar ploeg, sleepwa, Eagle Elite sleepwa, New Holland stroper, Vetsak sleepstroper, Vetsak kafkar, 2 x Kunsmistoediener, Soilmaster duisendpoot, New Holland Haybinder, Drosky hamermeul, L.M. hamermeul, Tocman voermenger, Disc (Soilmaster), eg, Ferguson (3-skaar) ploeg, L.M. planter, Soilmaster (3 liter), Vetsak tiller, Vicon kunsmisstrooier, Active sekelsnymasjien, sweismasjien (trekker model), sweismasjien (oliebad), losgoedere en gereedskap, saad en kunsmis, en Formal trekkeronderdele.

Terme:

Eiendomme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek alleen en balans verseker te word met waarborge binne 45 dae na aanvraag.

Losbates: Streng kontant.

Afslaerskommissie: 'n Gedeelte is betaalbaar deur koper.

Afslaersnota: Hierdie is 'n lopende boerdery wat as 'n hoogs suksesvolle boerderysaak voortgesit kan word.

Besigtiging: Skakel mnr. Van Wyk by (0148) 290-1103.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Reg word voorbehou om enige items by te voeg of weg te laat.

Phil Minnaar BK Afslaers, Bus 28265, Sunnyside. Faks: (012) 322-9263.

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 **A. J. Botha, Meestersverwysing T1033/93**, verkoop ons per publieke veiling, onderhewig aan bekragtiging, die volgende eiendom:

Erf 1354, Makotterstraat 63, The Reeds-uitbreiding 5, Pretoria.

Grootte: 1 040 vierkante meter.

Verbeterings: Drie slaapkamers, badkamer, aparte toilet, sit-/eetkamer, ingangsportaal, kombuis, opwas, dubbelmotorhuis, dubbelafdak en bediendekamer.

Plek: Op die perseel, Makotterstraat 63, The Reeds-uitbreiding 5, Pretoria.

Datum en tyd: Dinsdag, 23 November 1993 om 11:00.

Afslaersnota: Gesellige familiewoning. Goedgeleë. Die moeite werd.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daaglik of reël met afslaer.

Verdere navrae: Anna van der Watt: Meyer Afslaers/Eiendomsagente. Tel: (012) 323-7821 of (012) 45-4835 na-ure. Telefaks: (012) 324-5119.

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING: WOONHUIS, ZWARTKOP-UITBREIDING 8, VERWOERDBURG

In opdrag van die Kurator in die insolvente boedel van **E. Winter, Meestersverwysing No. T2974/93**, verkoop ons die ondergenoemde eiendom per openbare veiling by die perseel op Saterdag, 27 November 1993 om 11:00:

Eiendom: Erf 1507, Zwartkop-uitbreiding 8, Verwoerdburg, ook bekend as Magmatiterylaan 27.

Beskrywing: Noordaansig drieslaapkamerwoonhuis met teëldak, volvloermatte en ingeboude kaste. Twee badkamers, kombuis met kaste asook opwas. Motorhuis met buitetoilet, betonmure.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die balans van die koopprijs verseker te word by wyse van waarborg binne 21 dae na datum van bekragtiging.

Besigtiging: Gedurende redelike tye. Wag aan diens.

Afslaersnota: Beslis 'n veiling wat 'n moet is vir die beginner.

Navrae: Libra Afslaers (011) 674-2336 of (011) 674-2595 Giel Bezuidenhout.

LIBRA AFSLAERS

RUIM WOONHUIS MET SWEMBAD, MONUMENT, KRUGERSDORP

In opdrag van die Kurator in die insolvente boedel van **D. R. Leite, Meestersverwysing No. T2174/93**, verkoop ons die ondergenoemde eiendom per openbare veiling by die perseel op Dinsdag, 23 November 1993 om 11:00:

Eiendom: Erf 58, Monument, Krugersdorp, ook bekend as Jacob Marelaan 20, Monument, Krugersdorp.

Beskrywing: Ruim drieslaapkamerwoning met swembad. Vloermatte, teëls en ingeboude kaste. Dubbel- en een motorhuis met bediendekamer en toilet. Beton en draad omheining. Erf: *Grootte:* 1 313 vierkante meter.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die balans van die koopprijs verseker te word by wyse van waarborg binne 21 dae na datum van bekragtiging.

Besigtiging: Deur afspraak met die afslaers.

Afslaersnota: Veiling word sterk aanbeveel. Loopafstand vanaf laer- en hoërskole en winkelkompleks.

Navrae: Libra Afslaers (011) 674-2336 of (011) 674-2595 Giel Bezuidenhout.

F C BENECKE AFSLAERS (EDMS.) BPK.

(Reg. No. 91/01678/07)

INSOLVENTE BOEDELVEILING: CAROLINA

A. RUIM INDUSTRIËLE PERSELE MET KANTORE EN WERKSWINKEL

B. ERF MET MOOI WONING, DUBBELGERIEWE EN ONDERDAKSWEMBAD EN ONTHAALAREA EN MEUBELS.

C. MEUBELS, KANTOORMEUBELS, VOERTUIG VIR ONDERDELE, VERSKEIDENHEID NUWE EN TWEEDEHANDSE VOERTUIGBAK-ONDERDELE, VERFVERMENGINGSAPPARAAT (ONVOLLEDIG).

In opdrag van die Kurator in die insolvente boedel **G. A. Wilkinson, Meestersverwysing T1323/93**, verkoop ons DV op Dinsdag, 30 November 1993 om 10:00 te Hammanstraat 33, Carolina:

A. Sekere Gedeelte 1 van Erf 449. *Groot:* 1 487 m² met verbeterings bestaande uit ruim woning van ongeveer 350 m² met die volgende vertrekke: Sitkamer, eetkamer, ruim familiekamer, studeerkamer, drie slaapkamers met kaste waaronder die hoofslaapkamer met aantrekkamer en ruim kaste en volledige badkamer, tweede badkamer, en aparte toilet, ingangsportaal, gang met linnekas. Kombuis met volop kaste en aparte opwas. Suide stoepie — 12 m². Stewige klinkersteenwoning met IBR sinkdak. Ruim onderdakswembad met kleedkamer en onthaalarea met oond en braaigeriewe. Swembadpompe en verhitingsstelsel.

Buitegeboue: Dubbelmotorhuis met pakkamer en bediendekamer en toilet. *Groot:* Ongeveer 53 m².

Betonmure op vier grense. Grasperk en struik gevestig. Beton aanloop na motorhuise. Verskeidenheid meubels.

B. TE ASBESSTRAAT: INDUSTRIËLE GEBIED: CAROLINA: BEKEND AS WILKINSON PANEELKLOPPERS.

(Ongeveer 500 m na treinspoor op Badplaaspad, draai links en volg afslaers se rigtingwysers.)

Op 30 November 1993 om 12:00: Sekere twee aangrensende industriële Erwe 520 en 523. *Onderskeidelik groot: 1 544 m² en 1 472 m².**Verbeterings: Erf 520. Groot: 1 544 m².*1. Klinkersteengebou met twee kantore, kombuisie, onderdelevertrek, klein stoorkamer, verfkamer, kleedkamer. Oppervlakte ongeveer 120 m².2. Ruim sproeivergebou met opskuifdeur en sydeur. Oppervlakte ongeveer 52 m².3. Afdak: Staal en sink. Oppervlakte ongeveer 147 m².4. Lang stoor met vyf staal motorhuisdeure en stoorkamer en ablusieblok. *Groot: Ongeveer 200 m².*5. Betonplaveisel op werf beslaan ongeveer 690 m².

6. Betonmure op vier grense.

ERF 523. GROOT: 1 472 m²:

Onverbeterde erf gebruik as skrootwerf. Betonmure op vier grense en opening na Erf 520 en hekke na straat. Hierdie twee erwe sal afsonderlik en gesamentlik aangebied word.

VERSCHEIDENHEID KANTOORMEUBELS, ONDERDELE, MOTORWRASSE:*Voorwaardes:**Onroerende bates:* (a) 15% (vyftien persent) deposito kontant of bankgewaarborgde tjek by toeslaan van die bod. (b) Balans gewaarborg te word binne 30 dae na bekragtiging. (c) Bekragtiging binne 14 dae. (d) Okkupasie vanaf datum van bekragtiging.*Roerende bates:* Streng kontant of bankgewaarborgde tjeks.*Besigtiging:* Daagliks vanaf 08:00 tot 18:00.*Vir verdere besonderhede:* Kontak F C Benecke Afslaers (Edms.) Bpk., Jan van Riebeeckstraat 15, Ermelo. Tel. (01341) 9-2506.**SWANEPOEL & PARTNERS: NELSPRUIT**Duly instructed by provisional liquidator in the matter of **F. Green Timbers (Pty) Limited**, in liquidation, **Master's Reference No. T3564/93**, we will sell the following:

Movable assets.

Auction to be held at: Meriti at 09:00, Mkuhlu Industrial Area at 12:00.*Date and time of auction:* On Friday, 3 December 1993 at 09:00 and 12:00.*Auctioneers:* Swanepoel & Partners, Prorum Building, corner of Brown and Paul Kruger Streets, Nelspruit, 1200. Tel: 01311 ext 5-2401 Mr Daan Viljoen and Dave Bennett.**BID-A-BID AUCTIONEERS**Duly instructed by the trustee of the insolvent estate **W. J. M. and M. E. Erasmus**, **Master's Reference T1279/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.*Terms:* Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERSDuly instructed by the trustee of the insolvent estate **L. Scott**, **Master's Reference T3730/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.*Terms:* Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERSDuly instructed by the trustee of the insolvent estate **A. S. H. and S. J. Mans**, **Master's Reference T1928/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.*Terms:* Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERSDuly instructed by the trustee of the insolvent estate **B. M. D. and P. Sigamoney**, **Master's Reference T2123/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.*Terms:* Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Duly instructed by the trustee in the insolvent estate **E. C. Lieser**, trading as Townhouse Selections, Master's Reference T1441/93, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Duly instructed by the trustee of the insolvent estate **E. G. Harrison**, Master's Reference T2533/93, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Duly instructed by the trustee in the insolvent estate **D. P. and A. C. Visagie**, Master's Reference T4178/92, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Duly instructed by the liquidator of **Birch Bolt Engineering Supplies CC**, Master's Reference T4805/92, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Duly instructed by the trustee of the liquidator of **Suit Centre (Pty) Ltd**, Master's Reference T2547/93, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Duly instructed by the liquidator of **Grecian Travel (Pty) Ltd**, in liquidation, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Duly instructed by the liquidator of **Commercial Manufacturing Company (Pty) Ltd**, Master's Reference T1291/92, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Duly instructed by the trustee of the liquidator of **Imperial Ceilings & Partitions CC**, Master's Reference T1746/93, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Duly instructed by the trustee of the liquidator of **Kwikbolt CC**, Master's Reference T1101/93, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Duly instructed by the trustee of divorce settlement **A. F. and O. M. Ferreira**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

BID-A-BID AUCTIONEERS

Duly instructed by the trustee in the insolvent estate **D. C. Bailey**, Master's Reference **T3015/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Tedderfield, Eikenhof, on Tuesday, 23 November 1993 at 10:30.

Terms: Cash or bank-guaranteed cheques only. R1 000 cash or bank-guaranteed cheque deposit.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

J G W AFSLAERS

(Reg. No. CK90/35316/23)

In opdrag van die Kurator van insolvente boedel **Wessel Christiaan Greeff**, en **Roelina Adriana Greeff**, Meestersverwysingsnommer **T2929/93**, word die hierna genoemde onroerende eiendom per openbare veiling aangebied vir verkoping:

Plek van veiling: Williamstraat 29, Wilkoppies, Klerksdorp.

Datum van veiling: 1 Desember 1993.

Tyd van veiling: 10:00.

Onroerende eiendom: Erf 154, Wilkoppies, Klerksdorp, Registrasieafdeling IQ, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, een en 'n halwe badkamer, sitkamer met kaggel, woonkamer met lug-reëling, eetkamer, kombuis met waskamer, spens, dubbelmotorhuis, swembad, betonomheining, twee stoorkamers en bediendekamer.

Afslersnota: Pragtige woning in 'n baie goeie woonbuurt.

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 bougenootskap rentekoerse op eerste verbande.

Vir enige navrae: Kontak Warrick Heppel (018) 462-2711.

Die volledige voorwaardes van verkoping is beskikbaar by J G W Afslers, Andersonstraat 23, Klerksdorp. Tel. (018) 462-2711. Slegs kontant of bankgewaarborgde tjek.

PLUS AFSLAERS**INSOLVENTE BOEDELVEILING D. J. COETZEE, MEESTERSVERWYSINGSNOMMER B224/93**

Behoorlik gemagtig deur Kurator in bogenoemde boedel, verkoop ons per openbare veiling, op die perseel, op 26 November 1993 om 12:00, Woonstel 203, Solitaire, hoek van Hamilton- en Schoemanstraat, Arcadia, Pretoria.

Voorwaardes: 20% (twintig persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne 30 (dertig) dae van bevestiging van verkoping.

Navrae: Plus Afslers. Tel. (011) 475-5133.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, PIETERSBURG op 10 Desember 1993 om 10:00 voor die Landdroskantoor te PIETERSBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) PLAAS DE BERG 35, Registrasie Afdeling K.S., Transvaal

GROOT: 1035,1104 hektaar

(2) GEDEELTE 16 ('n gedeelte van Gedeelte 2) van die plaas RIETVLEY 13, Registrasie Afdeling K.S., Transvaal

GROOT: 289,5198 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T26549/1975 in die naam van **HERCULINA JOHANNA VAN STADEN**

Ligging van hierdie eiendomme:—

31 km wes van Pietersburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2)

Woonhuis, 10 arbeidershuise, stoor, hoenderhokke, 2 staalkonstruksiestore, melkafdak, kookkombuis. Vekeerend omhein en verdeel in kampe. 5 Boorgate, 9 sementdamme.

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 huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys
(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, kooppooreenkomste 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: AGAB 01908 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 12 November 1993.

F C BENECKE AFSLAERS (EDMS.) BPK.

(Reg. No. 91/01678/07)

In opdrag van die Kurator in die insolvente boedel **P. J. Bekker, Meestersverwysing T3442/93**, verkoop ons DV op die perseel Dr. H. F. Verwoerdstraat 49, Debruinpark, Ermelo, op Saterdag, 20 November 1993 om 10:00:

Sekere Erf 1405 geleë te Dr. H. F. Verwoerdstraat 49, Debruinpark, Ermelo. Groot: 2 085 m² met verbeterings synde woning met nege vertrekke. Dubbelgeriewe, sementteëldak en buitegeboue.

Verkorte voorwaardes: 15% (vyftien persent) deposito. Balans gewaarborg te word binne 30 dae. Bekragtiging sewe dae.

F C Benecke Afslaers (Edms.) Bpk., Jan van Riebeeckstraat 15, Ermelo. Tel. (01341) 9-2506.

GIANTS AUCTIONEERS & ESTATE AGENTS CC

AUCTION GROBLERSDAL FARM

ESTATE R. J. HARRIS, MASTER'S REFERENCE T3839/93

Duly instructed by the trustee we will sell by public auction the farm Welverdiend, Portion 28, Registration Division JS 24, Transvaal, on Thursday, 2 December 1993 at 11:00, subject to confirmation within seven days.

Farm: 132 hectares of which 25 hectares are listed under the Olifants River Irrigation Scheme. Mother line 1 km.

Improvements: Three-bedroomed house with pool, two stores, compound comprising 10 houses, plus single accommodation.

Moveables: 1974 John Deere tractor, 1984 Landini tractor, Volvo 430 tractor, 1990 M/Benz 1417 flat deck, 1988 Toyota Landcruiser, 1991 Nissan Sentra 1600GX, Mack truck/tractor, double axle trailer, Ford dropside truck, 1987 VW panelvan (no engine), two farm trailers, sprays, ploughs, ripper. Seven tobacco ovens, three tobacco trailers, five tobacco sorting tables, tobacco press, six irrigation lines with 15 points per line.

Terms:

Property: A guaranteed deposit of 20% (twenty per cent) on the fall of the hammer. Balance by way of acceptable bank or building society guarantees within 30 days.

Moveables: Cash or bank-guaranteed cheque on the fall of the hammer.

Viewing: Wednesday, 1 December 1993 at 10:00 to 16:00, or by appointment.

For more information kindly contact Giants Auctioneers CC. Tel. (011) 894-8261 or Fax (011) 894-5219. Speak to Ben or Linda.

Giants Auctioneers & Estate Agents CC, 12 Top Road, Boksburg North; P.O. Box 6480, Dunswart, 1508.

NOORDELIKE EIENDOMSAGENTE & AFSLAERS

In die insolvente boedel **T. J. Storm, Meestersverwysing T3181/93**: Behoorlik deur die trustee gemagtig, sal ons op 26 November 1993 om 11:00, te die perseel, die volgende verkoop:

1. Erf 2/344, Potgietersrus, met vierslaapkamerwoonhuis.

Voorwaardes: 20% (twintig persent) deposito op dag van veiling. Balans binne 30 dae.

Vir meer inligting skakel die afslaers: Frank Hislop of Peet van der Walt, Noordelike Eiendomsagent & Afslaers, Pietersburg (01521) 7-1116.

Noordelike Eiendomsagent & Afslaers, Posbus 277; Vorsterstraat 19C, Pietersburg, 0700.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: J. H. DE BRUTO, MASTER'S REFERENCE NUMBER: T2267/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 8 Hobson Street, Vanderbijlpark SW1, District of Vaal Triangle, Transvaal, on Wednesday, 24 November 1993 at 12:00: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: R. E. AND D. A. AVONDO, MASTER'S REFERENCE NUMBER: T3532/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 21 Signal Avenue, Dawnview, District of Germiston, Transvaal, on Wednesday, 24 November 1993 at 13:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: H. C. VOSLOO, MASTER'S REFERENCE NUMBER: T3079/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 128 Sedgfield Road, Lakefield Extension 21, District of Benoni, Transvaal, on Wednesday, 24 November 1993 at 12:00: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: F. J. AND E. G. J. VELDMAN, MASTER'S REFERENCE NUMBER: T2971/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 15 Apiesdoring Avenue, Glenmarais Extension 1, District of Kempton Park, Transvaal, on Wednesday, 24 November 1993 at 13:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: O. A. S. BADENHORST, MASTER'S REFERENCE NUMBER: T1064/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 31 Elizabeth Street, Schoemansville, Hartebeespoort, District of Pretoria, Transvaal, on Thursday, 25 November 1993 at 12:30: A five-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: L. E. LOTTERING, MASTER'S REFERENCE NUMBER: T2245/93

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Barbara Street, Dreamlands Agricultural Holdings, District of Vereeniging, Transvaal, on Monday, 22 November 1993 at 12:00: A vacant stand.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: L. E. LOTTERING, MASTER'S REFERENCE NUMBER: T2245/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 5 Alexander Street, Vereeniging Extension 1, District of Vereeniging, Transvaal, on Monday, 22 November 1993 at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: A. FAURE, MASTER'S REFERENCE NUMBER: T3010/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Incandu Turn, Little Falls Extension 2, District of Roodepoort, Transvaal, on Tuesday, 23 November 1993 at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: N. MYBURGH, MASTER'S REFERENCE NUMBER: T3401/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 6 Sirius Avenue, Morehill, District of Benoni, Transvaal, on Tuesday, 23 November 1993 at 12:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: S. J. TARR, MASTER'S REFERENCE NUMBER: T1958/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 128/1 Hilton Road, Linbro Park Extension 1, District of Sandton, Transvaal, on Tuesday, 23 November 1993 at 10:30: A four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: V. B. FRÖLICH, MASTER'S REFERENCE NUMBER: T92/93****INSOLVENT ESTATE: M. J. WILLIAMS, MASTER'S REFERENCE NUMBER: T3781/93**

Duly instructed by the trustee in the above-mentioned insolvent estates, we will sell by public auction, on site at 47 East Way Avenue, Kelvin, District of Sandton, Transvaal, on Tuesday, 23 November 1993 at 12:00: A four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: G. JORDAAN, MASTER'S REFERENCE NUMBER: T4590/92**

Duly instructed by the joint trustees in the above-mentioned insolvent estate, we will sell by public auction, on site at Plot 47, Hartzengergfontein, Eeufes Street, District of Vereeniging (Local Authority of De Deur), Registration Division IQ, Transvaal, on Wednesday, 24 November 1993 at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: P. DELPORT, MASTER'S REFERENCE NUMBER: T3287/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 51 Slater Road, Kilner Park, District of Pretoria, Transvaal, on Monday, 22 November 1993 at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: D. G. AND M. T. CUMMINGS, MASTER'S REFERENCE NUMBER: T2525/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 25 Arnheim Circle, Lonehill, District of Sandton, Transvaal, on Tuesday, 23 November 1993 at 13:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: E. AND M. A. JOUBERT, MASTER'S REFERENCE NUMBER: T1809/93**

Duly instructed by the trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 43 Strandloper Avenue, Rooihuiskraal, District of Verwoerdburg, Transvaal, on Thursday, 25 November 1993 at 10:30: A two-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: D. TAL, MASTER'S REFERENCE NUMBER: T3530/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 21 Carnation Street, Gallo Manor, District of Sandton, Transvaal, on Thursday, 25 November 1993 at 10:30: A four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: W. R. RUDOLPH, MASTER'S REFERENCE NUMBER: T1196/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Van Rijn Street, Eloff, District of Delmas, Transvaal, on Friday, 26 November 1993 at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

AUCTRADE AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N ONVERBETERDE ERF GELEË TE STILFONTEIN**

In opdrag van die Kurator in die insolvente boedel **J. C. Oosthuizen, Meestersverwysing T1626/92**, verkoop ons die ondervermelde eiendom per publieke veiling, ter plaatse op Dinsdag, 30 November 1993 om 12:00, te Hoogenhoutstraat 8, Stilfontein:

Eiendom 1: Gedeelte 43 van Erf 2858, Stilfontein, ook bekend as Hoogenhoutstraat 8, Stilfontein.

Grootte: 1 769 m².

Verbeterings: Onverbeterde erf.

Verkoopvoorwaardes: 15% (vyftien persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborgte ter versekering van die balans van die koopprijs moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/besonderhede: Skakel die afslaer by (012) 343-0741 of Radiospoor (012) 323-1020 Kode AT11.

Auctrade Afslaers, Posbus 30124, Sunnyside, Pretoria, 0132.

AUCTRADE AFSLAERS**INSOLVENTE BOEDELVEILING VAN INGENIEURSTOERUSTING, SPYSENIERSTOERUSTING, KANTOORMEUBELS EN HANGMATTE**

In opdrag van die likwidaaturs van die insolvente boedels van:

(1) **KAMPUS SPYSENIERS (EDMS.) BPK., MEESTERSVERWYSING T1142/93;**

(2) **SUPREME OUTDOORS BK, MEESTERSVERWYSING T3932/93; en**

(3) **NORNICK INGENIEURSWERKE BK, MEESTERSVERWYSING T3662/93**, verkoop ons die ondervermelde los goedere per publieke veiling, ter plaatse op Woensdag, 24 November 1993 om 10:00 te Nornick Ingenieurswerke, Hardie Mullerstraat, Rosslyn, Pretoria:

1. **INSOLVENTE BOEDEL KAMPUS SPYSENIERS (EDMS.) BPK.:** Verskeie speserye, breekware, stoele, plastiekhouers, warmketels, verpakingsmasjiene, houtrakke, voorsnytafel met koperdak, broodrooster, elektriese snymasjiene, 4 x Olivetti kasregisters, Kenwood menger, potte, panne, skinkborde, twee luidsprekers, warm skinkborde, vleistaaf, selfbediening sapmasjiene en National Oudiomeng kleurkamera.

2. INSOLVENTE BOEDEL SUPREME OUTDOORS BK: Hangmatte met staanders, los hangmatte, Mitsubishi industriële naaimasjien, rekenaarskerm, lessenaar, ontvangstoonbank, kantoorstoele, lisseerkabinette, Elektra Bektum CO² sweiser, hidrouliese pypbuiger, bankskroef en staaltafel.

3. NORNICK INGENIEURSWERKE BK: Lessenaar, elektriese tikmasjien, lisseerkabinet, verskeie staaltafels, industriële ysterbandsaag, CO² sweismasjien, staalkas, elektriese staanboor, Richmond Profiel vreesmasjien, puntsweiser, toeluitklerekaste, staaltafel met snyers en pers, perse, sweisgordyn, hout toesighouerskantoor en "Crocodile Winch".

Betaling en verkoopvoorwaardes: SLEGS KONTANT OF BANKGEWAARBORGDE TJEKS. Die reg word voorbehou om sonder kennisgewing enige item nie vir verkoping aan te bied nie. Goedere moet op die dag van die veiling verwyder word.

Rigtingwyser: Volg die Mabopane-snelweg in 'n noordelike rigting en neem die Rosslyn/Onderstepoortafrit, draai links in die tweede straat (Hardie Mullerstraat) en volg ons rigtingwysers.

Besigtiging/besonderhede: Op 23 November 1993 tussen 10:00 en 12:00, op die perseel of skakel die afslaer by (012) 343-0741 of Radiospoor (012) 323-1020 Kode AT11.

Auctrade Afslaers, Posbus 30124, Sunnyside, Pretoria, 0132.

VERED PUBLIC AUCTION

INSOLVENT ESTATE R. E. D. COWPER, MASTER'S REFERENCE T4421/93

Instructed by the trustee in the above matter, we will sell Remaining Extent of Erf 818, Bryanston, Sandton, being 8 Portland Place, Bryanston, Sandton: A double storey three-bedroomed dwelling.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the trustee.

Terms: 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of sale: Tuesday, 30 November 1993, at the property, 8 Portman Place, Sandton.

View: During the day. Security in attendance.

For further information and to view: Please phone the Auctioneers Vered (011) 646-5432. Fax (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED PUBLIC AUCTION

SERAPH ENTERTAINMENT GROUP (PTY) LIMITED, IN LIQUIDATION, MASTER'S REFERENCE T3778/93

Instructed by the trustee in the above matter, we will sell by public auction: Office furniture, computers, etc.

Date of sale: Friday, 26 November 1993 at 10:30, at Fourth Floor, 1 Park Road, Richmond, Johannesburg.

Terms: Cash. Value-Added Tax will be added.

View: Day before the sale.

For further information and to view: Please phone the Auctioneers Vered (011) 646-5432. Fax (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

PHIL MINNAAR BK AFSLAERS

(Reg. No. CK85/01372/73)

TWEEDAAGSE PLAASVEILINGS — INTERESSANTE LIKWIDASIEVEILING VAN PRAG BEES/WILDSPLAAS EN STOET BRONSMARA BEESTE, DISTRIK NYLSTROOM, ASOOK INSOLVENTE BOEDELVEILING VAN DRIE AANGRENSENDE SAAIPLASE, TREKKERS, VOERTUIG, MELKBEESTE EN IMPLEMENTE, DISTRIK SETTLERS

In opdrag van die likwidateur en die Kurator in die boedels **Albert Groothof Boerdery (Edms.) Bpk.**, in likwidasie, **Meestersverwysing T4416/93**, en insolvente boedel **A. Groothof, Meestersverwysing T4052/93**, verkoop ons die ondervermelde eiendomme, beeste, trekkers, voertuie en implemente per openbare veiling:

DAG 1: VEILING NYLSTROOM — BEESPLAAS EN BEESTE:

Datum: Vrydag, 3 Desember 1993 om 11:00.

Plek van veiling: Die plaas Middelfontein.

Ligging: Vanaf Kranskop tolhek na Naboomspruit vir ± 10 km, plaasingang na links.

Beskrywing van eiendom: Gedeelte 5 van die plaas Middelfontein 564, distrik Nylstroom, Registrasieafdeling KR, Transvaal.

Groot: 1016,4399 hektaar.

Verbeterings:

Hoofwoning: Bestaan uit twee slaapkamers, sitkamer, eetkamer, kombuis, spens, waskamers, badkamer, aparte toilet, studeerkamer, dubbel motorhuis, groot stoep, rondawel en vier-vertrekwoonstel.

Tweede woning: Bestaan uit ses slaapkamers, twee badkamers met toilet, kombuis, sit-/eetkamer en groot stoep.

Plaas verbeterings: Twee staalstore, toegebooue pakkamer, springdip, bees hanteringsfasiliteite, 7 toegeruste boorgate, buitegebooue met krag, sementdam, Eskomkrag en 18 kampe met suipings.

Afslaaersnota: Hierdie natuurskone bees-/wildsplaas is twee kante wildwerend omhein en 'n verskeidenheid wildsoorte soos koedoes, rooibokke, bosbokke en nog meer kom voor. Daar loop 'n spruit deur die plaas.

Stoet Bronsmara beeste: 9 basis koeie, 31 Aanhangsel A koeie, 15 Aanhangsel B koeie, 'n stoetkoei SP en 3 stoetbulle.

DAG 2: SAAIPLASE DIGBY SETTLERS:

Datum: Maandag, 6 Desember 1993 om 11:00 (implemente om 11:30).

Plek van veiling: Die plaas Glen More.

Ligging: Vanaf Warmbad ry met Settlerspad tot by die Rust de Winterafrit draai regs, ry vir 4,5 km, plaas aan linkerkant.

Implemente:

Ligging: Vanaf plaas ry tot by T-aansluiting, draai regs met Lehaupad, hou aan vir 2 km, plaas op linkerkant.

Beskrywing van eiendomme:

Eiendom 1: Resterende Gedeelte van plaas Glen More 135, distrik Settlers, Registrasieafdeling JR, Transvaal.

Groot: 205,041 hektaar.

Eiendom 2: Gedeelte 1 van plaas Glen More 135, distrik Settlers, Registrasieafdeling JR, Transvaal. **Groot:** 199,6462 hektaar.

Eiendom 3: Restant van Gedeelte 7 van die plaas Biesjeskuil 134, distrik Settlers, Registrasieafdeling JR, Transvaal. **Groot:** 214,1269 hektaar.

Verbeterings:

Eiendom 1: ± 180 hektaar lande.

Eiendom 2: Woonhuis bestaande uit vyf slaapkamers, sitkamer, eetkamer/TV-kamer, kombuis, twee badkamers, aparte toilet en dubbel motorhuis.

Plaas verbeterings: Klein pakkamer, toegeboude stoor, toegeruste boorgat en ± 170 hektaar lande.

Eiendom 3: Twee toegeruste boorgate, 8 nie-toegeruste boorgate, ± 100 hektaar lande, ± 90 hektaar Bloubuffel weiding en 24 hektaar gewone weiding.

Losbates:

Implemente: 7 Sleepwaens, 2 skoffels, J/D Ripper, Landman Ripper, 5 Soilmaster skoffels, 2 J/D Slashers, J/D stroper, 2 koringplanters, 3 × 3-ry planters, 2 × 2-ry planters, Nigel 42 mieliedorsmasjien, LM Super 36 hammermeule, J/D tandems, Impala Spuit, 2 Telcoma tenks en 2 International tandems.

Trekkers: 3 John Deere 2130 trekkers.

Voertuie: Isuzu diesel bakkie en 1989 Open Record motor.

Huishoudelike ware: Phillips TV, Phillips videomasjien, 2 vrieskaste, skottelgoedwasmasjien en rottang stoepmeubels.

Beeste: 45 vrieskoeie, vriesbul en 30 vrieskalwers.

Terme:

Eiendom: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Afslaaerskommissie: 'n Gedeelte word deur koper betaal asook die BTW daarop.

BTW op eiendomme en losbates is eksklusief van koopprys.

Losbates: Streng kontant of bankgewaarborgde tjek alleen.

Besigtiging: Reël met afslaaers.

Navrae: Skakel Martin by (012) 322-8330/1.

Reg word voorbehou om enige item by te voeg of weg te laat.

Phil Minnaar BK Afslaaers, Bus 28265, Sunnyside. Tel: 322-8330/1/2. Faks: (012) 322-9263.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE R. C. VAN ZWEEL, MASTER'S REFERENCE No. T2479/93

Duly instructed by the provisional trustee in the above matter, we will sell by public auction on the spot, 18 Tsessebe Street, Nimrod Park, Kempton Park, on Monday, 29 November 1993 at 12:00, the following:

A CASTLE IN KEMPTON — NIMROD PARK:

Certain Erf 134, situated at 18 Tsessebe Street, Nimrod Park, Kempton Park, measuring approximately 1 963 square metres upon which is built a double-storey home built of Spanish-plastered brick comprising entrance-hall, spacious lounge, open-plan dining-room, family room, study, bar area with long wooden bar counter and dropped ceiling with concealed lighting, large entertainment area with balcony overlooking lounge and door leading to an outside balcony, fitted kitchen with eye-level oven, scullery, laundry, three bedrooms (main with dressing-room and lovely bathroom en-suite), second bathroom, double garage, double carport, two Zozo huts, maid's room, toilet and shower, burglar-proofed throughout, security gates on all doors leading to outside, built-in braai, large Slasto patio with water feature, attractive pool and thatched lapa.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view — watchman in attendance.

For further particulars apply to the auctioneers.

Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troye Street (corner of Pritchard Street); P.O. Box 9211, Johannesburg, 2000. Tel: (011) 29-9617. Fax (011) 333-3460.

MANNIE AUCTIONEERING COMPANY**INSOLVENT ESTATE A. J. W. NEL, MASTER'S REFERENCE No. T4041/93**

Duly instructed by the provisional trustee in the above matter, we will sell by public auction on the spot, 8 Sandrivier Street, Norkem Park Extension 2, Kempton Park, on Monday, 29 November 1993 at 10:30, the following:

DELIGHTFUL FAMILY HOME WITH POOL — NORKEM PARK, KEMPTON PARK:

Certain Erf 1060, situated at 8 Sandrivier Street, Norkem Park Extension 2, Kempton Park, measuring approximately 1 055 square metres upon which is erected a residence comprising entrance-hall, spacious lounge with fireplace and built-in bar, spacious dining-room, study, modern fully fitted kitchen with eye-level oven and separate hob, three bedrooms (main with bathroom en-suite), second bathroom, double garage, toilet, carport, Zozo hut, brick-paved driveway, security doors front and back, burglar proofed throughout and sprinkler system in garden.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Mondays to Fridays from 17:00 to 19:00.

For further particulars apply to the auctioneers.

Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troye Street (corner of Pritchard Street); P.O. Box 9211, Johannesburg, 2000. Tel. (011) 29-9617. Fax (011) 333-3460.

KAAP • CAPE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MURRAYSBURG op 10 Desember 1993 om 10:00 voor die Landdroskantoor te MURRAYSBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 8 (gedeelte van Gedeelte 2) van die plaas TYGER HOEK NR 16 in die Afdeling Murraysburg

GROOT 511,6330 hektaar

(2) Gedeelte 6 (ANNEX WATERVAL) (gedeelte van Gedeelte 1) van die plaas MORDANT KLAASSENSKRAAL NR 14 in die Afdeling Murraysburg

GROOT 708,7374 hektaar

(3) Gedeelte 6 (ANNEX WATERVAL) (gedeelte van Gedeelte 2) van die plaas TYGER HOEK NR 16 in die Afdeling Murraysburg

GROOT 261,7862 hektaar

(4) Gedeelte 1 (WATERVAL) van die plaas TYGER HOEK NR 16 in die Afdeling van Murraysburg

GROOT 1578,4557 hektaar

Eiendomme (1) tot (4) blykens Akte van Transport T75531/1988 in die naam van **NICOLAAS MICHEL SMUTS**

Die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendom (1) 52 km wes van Murraysburg

Eiendomme (2) tot (4) 48 km wes van Murraysburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—**Eiendom (1)**

Wildwerend omhein. Boorgat, sement/sinkdam en 3 suipkrippe.

Eiendom (2)

Wildwerend omhein en verdeel in kampe. 2 Fonteine.

Eiendomme (3) en (4)

Woonhuis, skeerhok, stoor, pakkamers, stoorkamers en 3 arbeidershuise. Wildwerend omhein en verdeel in kampe. Grondnam, fontein, 7 boorgate, 6 sink/sementdamme en 14 suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DAAI 01699 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 November 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, VENTERSTAD op 6 Desember 1993 om 10:00 voor die Landdroskantoor te VENTERSTAD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 5 ('n gedeelte van Gedeelte 1) van die plaas KEEROM nr 55 in die Afdeling Albert

GROOT 168,9024 hektaar

(2) Gedeelte 5 ('n gedeelte van Gedeelte 2) van die plaas LEEUWENFONTEIN nr 119 in die Afdeling Albert

GROOT 177,0880 hektaar

(3) Restant van Gedeelte 1 (DIEPLEEGTE) van die plaas LEEUWENFONTEIN nr 119 in die Afdeling Albert

GROOT 1262,5554 hektaar

(Eiendomme (1) tot (3) blykens Akte van Transport T15356/1972)

(4) Gedeelte 1 (UITSIG ANNEXE) van die plaas STRYDPOORT nr 108 in die Afdeling Steynsburg

GROOT 557,2801 hektaar

(5) Die plaas UITSIG nr 107 in die Afdeling Steynsburg

GROOT 1391,8089 hektaar

(Eiendomme (4) en (5) blykens Akte van Transport T3147/1990)

(6) Een-derde (1/3de) aandeel van en in Gedeelte 15 ('n gedeelte van Gedeelte 9) van die plaas BADSFOUNTAIN nr 60 in die Afdeling Albert

GROOT: 299,9116 hektaar

(7) Een-derde (1/3de) aandeel van en in die restant van Gedeelte 6 ('n gedeelte van Gedeelte 1) van die plaas LEEUWENFONTEIN nr 119 in die Afdeling Albert

GROOT 663,4274 hektaar

(Eiendomme (6) en (7) blykens Akte van Transport T51082/1990)

(8) Gedeelte 9 ('n gedeelte van Gedeelte 3) van die plaas LEEUWENFONTEIN nr 119 in die Afdeling Albert

GROOT: 42,3041 hektaar

(9) Gedeelte 1 van die plaas ELANDSFOUNTAIN nr 117 in die Afdeling Albert

GROOT: 1754,5215 hektaar

(Eiendomme (8) en (9) blykens Akte van Transport T8889/1966)

Eiendomme (1) tot (7) geregistreer in die naam van DIRK VAN WYK en eiendomme (8) en (9) geregistreer in die naam van JAN HARM VAN WYK.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (3) 20 km suidwes van Venterstad

Eiendomme (4) en (5) 35 km oos van Steynsburg

Eiendomme (6) en (7) 20 km suidwes van Venterstad

Eiendomme (8) en (9) 22 km suidwes van Venterstad

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3)

Woonhuis en arbeidershuis. Veekerend omhein en verdeel in kampe. 4 Boorgate, sinkdam en 6 suipkrippe.

Eiendomme (4) en (5)

Woonhuis, bokskuur, skeerskuur met afdak, motorhuis, stal met afdak en skuur. Veekerend omhein en verdeel in kampe. 4 Boorgate, 2 sementdamme, 14 suipkrippe, 10 gronddamme en 4 grondbesproeiingsdamme.

Eiendomme (6) en (7)

Veekerend omhein en verdeel in kampe. Boorgat en suipkrip.

Eiendomme (8) en (9)

Woonhuis, stoorkamer, motorhuis met afdak, skeerskuur, voerafdak en 5 arbeidershuise. Veekerend omhein en verdeel in kampe. 4 Boorgate, 4 sinkdamme, sementdam, 15 suipkrippe en 4 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 huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, kooppooreenkomste 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: DCBA 03492 04G DCBA 04389 01G/02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 November 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ELLIOT op 10 Desember 1993 om 10:00 voor die Landdroskantoor te ELLIOT die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas STRATHGOWAN Nr. 66 in die Afdeling van Elliot

GROOT 516,3661 hektaar

Eiendom (1) blykens Akte van Transport T12066/1982 in die naam van **GAVIN DESMOND DARGIE**

(2) Die plaas NIGHEANDUTH Nr. 64 in die Afdeling van Elliot

GROOT 425,2125 hektaar

(3) Die plaas ORDFIANNA Nr. 67 in die Afdeling van Elliot

GROOT 582,9272 hektaar

Eiendomme (2) en (3) blykens Akte van Transport T7080/1972 in die naam van **DESMOND IVAN DARGIE**

Ligging van hierdie eiendomme:—

Eiendom (1)

14 km wesnoordwes van Elliot

Eiendom (2) en (3)

16 km wesnoordwes van Elliot

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Woonhuis, motorhuis, 3 rondawels, enjin- en stoorkamer, 2 silos, skeerskuur, stoorkamers, bulstal. Veekerend omhein en verdeel in kampe. Tsomorivier, fontein.

Eiendom (2)

Geen geboue. Veekerend omhein en verdeel in kampe. Tsomorivier, fontein.

Eiendom (3)

Woonhuis, werkswinkel, dubbelmotorhuis, implementestoor, stoorkamer, skeerskuur, stalle, buitegebou. Veekerend omhein en verdeel in kampe. 3 Boorgate, 3 sementreservoirs, 9 suipkrippe, fontein.

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 huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprys
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.
- (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
- (d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, of koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAH 03925 01G 02G DCAH 03006 01G DCAH 02900 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 November 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Burgersdorp (Kaap) op 7 Desember 1993 om 10:00 voor die Landdroskantoor te Burgersdorp (Kaap) die ondergemelde eiendomme by publieke veiling verkoop:—

- (1) Gedeelte 5 ('n gedeelte van Gedeelte 1) van die plaas STORM FONTEIN nr. 159 in die Afdeling Albert

GROOT 150,6568 hektaar

- (2) Die restant van die Plaas nr. 165 in die Afdeling Albert

GROOT 378,5871 hektaar

- (3) Die restant van die plaas VINKELFONTEIN nr. 161 in die Afdeling Albert

GROOT 443,6593 hektaar

Eiendomme (1) tot (3) Blykens Akte van Transport T44458/1988 in die naam van **NICOLAS JOHANNES ALDRICH**

Ligging van hierdie eiendomme:

25 km wessuidwes van Burgersdorp (Kaap)

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, store, varkhokke, motorhuis en stoorkamers, klipskuur, veeskuur en 2 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. 6 Boorgate, 2 sinkdamme, 10 drinkbakke, fontein en 8 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 huurkoopoooreenkomste is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprys
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.
- (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
- (d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAB 04111 02G 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 November 1993.

A. P. VAN DER WALT AFSLAERS

In opdrag van die Kurator in die insolvente boedel van **J. D. Williams, Meestersverwysing K11/93**, sal die volgende onroerende eiendomme en roerende bates per openbare veiling verkoop word op Woensdag, 24 November 1993 om 11:00 te Nkosistraat 195, Galeshewe:

Onroerende eiendomme:

1. Erf 5249, Galeshewe. *Groot*: 914 vierkante meter. Verbeter met 'n woonhuis (bekend as Khotsosstraat 7, Kwanobantu).
2. Erf 5437, Galeshewe. *Groot*: 240 vierkante meter. Verbeter met geboue wat as 'n slaghuis gebruik is (bekend as Enkosistraat 195, Kwanobantu).
3. Erf 4590, Galeshewe. *Groot*: 162 vierkante meter. Verbeter met geboue wat as 'n algemene handelaarsbesigheid gebruik is (bekend as Botsangstraat 412, Vergenoeg-uitbreiding 4).

Los bates:

3 m x 3 m koelkamer, 4 x 3-deur koeldrankyskaste, 4 toonbankyskaste, 2 yskaste, vertoonkas, vrieskas, 3 kasregisters, 2 koelkamers, toonbanke, staalrakke, maalvleismasjien, vleissaag, 2 elektriese skale, 2 stofsuiers, 3 plastiese vleisdromme, 10 vlekvrystaal vleispanne, vlekvrystaal tafel en 'n Chaser alarmstelsel.

Die vaste eiendomme asook sommige los bates word verkoop onderhewig aan goedkeuring van die prys wat behaal word deur die Kurator binne sewe dae na veiling.

Terme:

Onroerende eiendomme: 10% (tien persent) deposito by toeslaan van bod en goedgekeurde bankwaarborg vir balans binne 14 dae na veiling.

Roerende bates: Kontant of bankgewaarborgde tjek op datum van veiling.

Die Kurator behou die reg om enige van die vaste eiendomme of los bates te onttrek voor datum van die veiling.

Volledige verkoopvoorwaardes ter insae by afslaers.

Afslaers: A. P. van der Walt, Woodleystraat 36, Kimberley. Tel. 2-3129.

OOSTHUIZEN, SWEETNAM & REITZ AFSLAERS**VEILING : LANDBOUKREDIETBOEDEL C. F. STAFFORD, MEESTERSVERWYSING K87/93**

In opdrag van die Kurator, H. P. A. Venter, p.a. Duncan & Rothman, Posbus 64, Kimberley, sal die ondervermelde bates per publieke veiling aangebied word aan die hoogste bieder op 2 Desember 1993, te die plaas Lupanie:

Onroerende eiendom:

1. Gedeelte 1 van die plaas Waaihoek 629, geleë in die afdeling Kuruman. *Groot*: 2117,6550 hektaar; en
2. Resterende Gedeelte van die plaas Top Dog 633, geleë in die afdeling Kuruman. *Groot*: 770,8834 hektaar; en
3. Gedeelte 2 van die plaas Top Dog 633, geleë in die afdeling Kuruman. *Groot*: 1711,1878 hektaar; en
4. Gedeelte 1 (Vrede), van die plaas Omvrede 634, geleë in die afdeling Kuruman. *Groot*: 221,1366 hektaar; en
5. Die plaas Lupanie 635, geleë in die afdeling Kuruman. *Groot*: 1634,086 hektaar.

*Roerende bates:**Voertuie, implemente en toerusting:*

1974 Massey Ferguson 165 trekker, 1977 Isuzu 10-ton vragmotor, 1989 Ford Courier bakkie, 1985 Mercedes-Benz 100 motorvoertuig, sweismasjien, 3-ton sleepwa, ploeg, ripper en Drotsky hammermeul.

Verkoopvoorwaardes: Ter insae by die afslaer.

Terme:

Roerende bates: Voetstoots teen kontant of bankgewaarborgde tjek.

Onroerende bates: 10% (tien persent) op die dag van die veiling, balans by registrasie van oordrag.

Afslaer: Oosthuizen, Sweetnam & Reitz, Posbus 6, Olifantshoek. Tel. 059512-6 of 251.

NOORDKAAP LEWENDEHAWE KOÖP BEPERK**PUBLIEKE VEILING**

Behoorlik daartoe gelas deur die Kurator in die landboukredietboedel **C. F. Stafford, Meestersverwysing K87/93**, sal die ondergemelde lewendehawe per openbare veiling te gelde gemaak word op Woensdag, 1 Desember 1993, te die Veilingskrale, Olifantshoek om 10:00:

200 Dorperskape en 90 lammers.

Op Vrydag, 3 Desember 1993 te Veilingskrale, Olifantshoek om 10:00:

Bruin Switserse stoet:

3 stoetbulle, ongeregistreerde bul, 55 stoetkoeie met 33 kalwers en 30 verse (party dragtig).

Verkoopvoorwaardes: Kontant of bankgewaarborgde tjek op die dag van die veiling.

Afslaers: Noordkaap Lewendehawe Koöp Beperk, Kuruman. Tel. (0537) 2-1171.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Excelsior op 10 Desember 1993 om 10:00 voor die Landdroskantoor te Excelsior die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van die plaas CONCORDIA 374, distrik Winburg

GROOT: 265,8218 hektaar

Eiendom (1) Blykens Akte van Transport T1486/1978 in die naam van JAKOB JOHANNES KLEYNHANS

(2) Restant van die plaas MONT RAVELLA 567, distrik Winburg

GROOT: 375,4494 hektaar

Eiendom (2) Blykens Akte van Transport T3433/1971 in die naam van ANNA LUCIA KLEYNHANS

(3) Onderverdeling 1 (SLAGTERSNEK) van die plaas DE HOOP 1547, distrik Winburg

GROOT: 134,7609 hektaar

Eiendom (3) Blykens Akte van Transport T2610/1982 in die naam van JAKOB JOHANNES KLEYNHANS

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (3): 6km suidoos van Excelsior

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (3): Veekerend omhein en verdeel in kampe. 4 Boorgate, 3 sementdamme en 8 krippe.

Eiendom (2): 2 Store. Veekerend omhein en verdeel in kampe. 4 Boorgate, 2 sementdamme en 4 krippe.

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 huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

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(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, kooppooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAG 02398 01G 06G 07G 08G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 November 1993.

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