

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

Vol. 341

PRETORIA, 26 NOVEMBER 1993

No. 15273

***WETLIKE
KENNISGEWINGS***

***LEGAL
NOTICES***

B

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

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

(INWERKINGTREDING: 1 JUNIE 1993)

LYS VAN VASTE TARIEWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	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
 <i>Nie-gestandaardiseerde kennisgewings</i>	
DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	38,10
(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	102,80
Openbare veilings, verkope en tenders:	
Tot 75 woorde.....	31,30
76 tot 250 woorde	80,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	129,70
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	40,30
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of 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 bevele <i>nisi</i>	178,80
Verlenging van keerdatum	22,50
Tersydestelling en afwysings van aansoeke (J 158)	22,50

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

(COMMENCEMENT: 1 JUNE 1993)

LIST OF FIXED TARIFF RATES

<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 sluitingstye vir die aanname van kennisgewings soos van tyd tot tyd in die *Staatskoerant* bepaal.

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

BELANGRIKE AANKONDIGING

Sluitingstye VOOR VAKANSIEDAE vir

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS **1993**

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

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

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

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

IMPORTANT ANNOUNCEMENT

Closing times PRIOR TO PUBLIC HOLIDAYS for

LEGAL NOTICES
GOVERNMENT NOTICES **1993**

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

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

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

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

TRANSVAAL

Case 3814/92

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

In the matter between **United Bank**, Plaintiff, and **Suzanne Burr-Dixon**, First Defendant, and **Frederick Robert Burr-Dixon**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 25 February 1993, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without 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 830, Selection Park Township, measuring 817 (eight hundred and seventeen) square metres;

Erf 831, Selection Park Township, measuring 829 (eight hundred and twenty-nine) square metres;

Erf 832, Selection Park Township, measuring 1 034 (one thousand and thirty-four) square metres.

Registration Division IR, Transvaal.

Held by the Defendant under Deed of Transfer T1006/85.

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

Main buildings: Brick building under tiled roof, party double storey-crèche.

Erf 830 Ground Floor: Two offices, two toilets, dining-room, two school rooms, store-room, kitchen, scullery, two pantries, playroom, bathroom, two toilets, bathroom and three toilets.

First Floor: Verandah, lounge/bar, two bedrooms, bathroom/toilet and kitchen.

Outbuildings: Servant's room/toilet, four carports.

Erf 831: Carport and swimming-pool.

Erf 832: Vacant stand.

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 10th day of November 1993.

A. F. Jansen, for Bennett, McNaughton & Jansen, Plaintiff's Attorneys

Case 19945/93
PH 140

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

In the matter between **Nedcor Bank Limited**, formerly known as Nedperm Bank Limited and prior to that known as Nedbank Limited, Plaintiff, and **Engelbrecht, Jacobus Gerhardus**, 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 offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 1538, Three Rivers Extension 2 Township, Registration Division IQ, Transvaal, in extent 1 151 (one thousand one hundred and fifty-one) square metres, held under Deed of Transfer T82559/88, situated at 10 Cypress Street, Three Rivers, Vereeniging.

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 25% (twenty 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, Vereeniging.

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. N5547 (VER).]

Orelowitz/ab, for N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 9363/93
PH 140IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, formerly known as Nedperm Bank Limited, also formerly known as Nedbank Limited, Plaintiff, and **Ferreira, Joao Carlos**, trading as J R F Computer Installations, 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:

Remaining extent of Erf 211, Lombardy East Township, Registration Division IR, Transvaal, in extent 2 023 (two thousand and twenty-three) square metres, held under Deed of Transfer T77155/91, situated at 58 Heine Road, Lombardy East.

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 the 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, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this the 28th day of September 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.) [Ref. N5531(FOX)/Mr Orelowitz/sb.]

Saak 6538/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Oupa Abraham Shole**, Eerste Eksekusieskuldenaar, en **Minky Elma Shole**, Tweede Eksekusieskuldenaar

In uitvoering van 'n vonnis in die Landdroshof, Krugersdorp en lasbrief tot geregtelike verkoping, gedateer 18 November 1992, sal die ondervermelde eiendom op 8 Desember 1993 om 10:00, te die Balju-kantore, Klaburnhof, Ockersestraat 22B, Krugersdorp, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 11283, Kagiso-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 287 (tweehonderd sewe-en-tagtig) vierkante meter.

Bestaande uit 'n woonhuis van twee slaapkamers, sitkamer, gang, badkamer, kombuis en toilet.

Voorwaardes van verkoping:

1. Die eiendom word sonder voorbehoud verkoop aan die hoogste bieder en sal onderhewig wees aan die voorwaardes en gedinge van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en van die eiendomsbriewe vir sover dit van toepassing is.

2. *Voorwaardes:*

Die koopprys moet soos volg betaal word:

(a) 10% (tien persent) daarvan in kontant by ondertekening van hierdie voorwaardes en betaalbaar aan die Balju van die Landdroshof.

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborg ten gunste van Vonnisiskuldeiser en/of sy genomineerdes by die Balju van die Landdroshof ingehandig te word binne 14 (veertien) dae na die datum van verkoping, welke waarborge op registrasie van transport van die eiendom op naam van die koper betaalbaar sal wees, vry van wisselkoers te Krugersdorp.

3. Al die verkoopvoorwaardes wat deur die Balju van die Landdroshof net voor die verkoping uitgelees sal word, is in sy kantoor ter insae beskikbaar.

Anton Wagenaar, vir Le Roux Wagenaar & Vennote, Eiser se Prokureurs, Ockersestraat 057, Posbus 470, Krugersdorp. (Tel. 953-3810/4.) (Verw. mev. Beckett.)

Case 6617/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Robert George Msiza**, First Defendant, and **Aletta Msiza**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and an order of Court, dated 12 July 1993, the property listed hereunder will be sold in execution on Wednesday, 15 December 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 4914, Etwatwa Extension 1 Township, Registration Division IR, Transvaal, measuring 660 (six hundred and sixty) square metres, known as Stand 4914 Etwatwa Extension 1, Benoni.

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

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

Main building: Bricks under tiles detached single storey residence comprising two bedrooms, bathroom, kitchen and lounge.

Fencing: Wire. plastered house with pitched tiled roof. Neat garden.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court's Office, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18% (eighteen per centum) per annum on the preferent creditor's claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond, otherwise the property is sold free of any such lease or other real right. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.
- (f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale on written notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

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

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

Case 6366/91

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

In the matter between **Nedcor Bank Limited**, formerly known as Nedperm Bank Ltd, Plaintiff, and **Pugisho William Chaane**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 7 September 1993, the property listed hereunder will be sold in execution on Wednesday, 15 December 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 1469, Etwatwa Extension 2 Township Registration Division IR, Transvaal, measuring 317 (three hundred and seventeen) square metres, known as Stand 1469, Etwatwa Extension 2, Benoni.

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

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

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

Fencing: Wire. Well kept fairface brick house with pitched tiled roof. Neat garden.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court's Office, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 20,25% (twenty comma two five per centum) per annum on the preferent creditors' claims as contemplated in rules 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) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond, otherwise the property is sold free of any such lease or other real right. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

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

Dated at Benoni on this the 10th day of November 1993.

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

Case 9660/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jabulane Miya**, First Defendant, and **Thembani Gladys Miya**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 16 September 1993, 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:

All right, title and interest in the leasehold in respect of Erf 33594 (formerly 812), Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 282 (two hundred and eighty-two) square metres, known as Erf 812, Tsakane Extension 1 Brakpan.

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

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

Main building: Plastered/bricks under tiles residence comprising lounge, three bedrooms, bathroom and kitchen.

Fencing: Wire.

The material conditions of sale are:

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

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

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax, 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 cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) 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 will be exercisable only against the occupier.

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

Dated at Benoni on this the 10th day of November 1993.

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

Case 7006/93
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IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VEREENIGING HELD AT VEREENIGING

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Augustus Justinus Norman**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Vereeniging, in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at 41A Beaconsfield Avenue, Vereeniging, on Friday, 10 December 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's offices, and read out prior to the sale:

Erf 361, Mid-Ennerdale Township, Registration Division IQ, Transvaal, measuring 3 965 (three thousand nine hundred and sixty-five) square metres, held by Deed of Transfer T16823/1988, situated at 66 Vulcan Street, Ennerdale.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Three bedroom house under corrugated iron with lounge, kitchen, single bathroom, no garage.

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 or building society guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the date of sale, to be calculated at 5% (five per 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 the 25th day of October 1993.

Karolia - Surtees, c/o Rafique Baba & Associates, Plaintiff's Attorneys, Suite 304, Third Floor, Trevour Building, 23 Voortrekker Street, Vereeniging. (Tel. 21-4036.) (Ref. Mr Baba/er/K85.)

Saak 817/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITRIVIER GEHOU TE WITRIVIER

In die saak tussen **Stadsraad van Witrivier**, Eiser, en **Mnre L Venter Beleggings Eiendoms Beperk**, Verweerder

Ten uitvoerlegging van 'n vonnis en lasbrief vir eksekusie uitgereik in bogemelde Agbare Hof op 26 Julie 1993 sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantore te Kruger Parkstraat, Witrivier, op 7 Januarie 1994 om 12:00:

Erf 1246, Witrivier.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieder verkoop word. Die verkoping sal voetstoots geskied en die voorwaardes van die verkoping sal gedurende kantoorure by die Balju, Witrivier, ter insae lê.

Geteken te Witrivier op hede die 4de dag van November 1993.

F. R. P. Schutte, vir Schutte, Lüneburg, Botha & Vennote, Kruger Parkstraat 8B, Posbus 482, Witrivier. (Verw. F. R. P. Schutte CT S461/971.)

Case 817/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WHITE RIVER HELD AT WHITE RIVER

In the matter between **Town Council of White River**, Plaintiff, and **L. Venter Beleggings (Edms.) Bpk.**, Defendant

In terms of a judgment granted and a warrant of execution issued by the above Honourable Court on 26 July 1993 the undermentioned property will be sold in execution at the Magistrate's Court Offices, Kruger Park Street, White River, on 7 January 1994 at 12:00:

Erf 1246, White River.

The property will be sold subject to the terms and conditions of the Magistrates' Court Act, to the highest bidder. The sale will be voetstoots and the conditions of sale are open to inspection during office hours at the offices of the Messenger of Court, White River.

Dated at White River on the 4th day of November 1993.

F. R. P. Schutte, for Schutte, Lüneburg, Botha & Partners, Kruger Park Street, P.O. Box 482, White River, 1240.

Case 9515/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bethuel Mavuso Shabalala**, First Defendant, and **Anna Amina Shabalala**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 22 September 1993, 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 Office, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18707, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 578 (five hundred and seventy-eight) square metres, known as 18707 Fikizolo 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: Only walls and tiled roof.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan.

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

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

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

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

Dated at Benoni on this the 10th day of November 1993.

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

Case 8951/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Madoda Joseph Manana**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 22 September 1993, 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:

All right, title and interest in the leasehold in respect of Lot 18950, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 290 (two hundred and ninety) square metres, known as Lot 18950, 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: Semi-face bricks under tiles residence comprising lounge, two bedrooms, bathroom and kitchen.

Fencing: Diamond mesh.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, 439 Prince George Avenue, Brakpan.

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18% (eighteen per centum) per annum on the preferent creditor's 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) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond, otherwise the property is sold free of any such lease or other real right. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

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

Dated at Benoni on this the 10th day of November 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 BENONI HELD AT BENONI

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Koos Ephraim Mohapi**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 22 September 1993, 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:

All right, title and interest in the leasehold in respect of Erf 15839, Tsakane Extension 5 Township, Registration Division IR, Transvaal, measuring 240 (two hundred and forty) square metres, known as Erf 15839, Tsakane Extension 5, Brakpan.

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

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

Main building: Plastered/bricks under corrugated iron residence comprising lounge, two bedrooms, bathroom and kitchen.

Fencing: Diamond mesh.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, 439 Prince George Avenue, Brakpan.

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

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

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

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

Dated at Benoni on this the 10th day of November 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.)

Case 8952/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Duma Joseph Mbonani**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 22 September 1993, 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:

All right, title and interest in the leasehold in respect of Erf 15616, Tsakane Extension 5 Township, Registration Division IR, Transvaal, measuring 251 (two hundred and fifty-one) square metres, known as Erf 15616, Tsakane Extension 5, Brakpan.

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

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

Main building: Plastered bricks under tiles residence comprising lounge, two bedrooms, bathroom, kitchen.

Fencing: Diamond mesh.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, 439 Prince George Avenue, Brakpan.

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

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

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

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

Dated at Benoni on this the 10th day of November 1993.

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

Case 10470/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Isaac Maseko**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 28 September 1993, the property listed hereunder will be sold in execution on Wednesday, 15 December 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 981, Etwatwa Township, Registration Division IR, Transvaal, measuring 273 (two hundred and seventy-three) square metres, known as 981 Etwatwa, Daveyton, Benoni.

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

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

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

Fencing: Wire. Fairface brick house with pitched asbestos roof.

The material conditions of sale are:

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

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

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

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

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

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

Dated at Benoni on this the 10th day of November 1993.

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

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), United Bank Division, Plaintiff, and **Joao Daluz Quintal**, First Defendant, and **Cecelia Lilian Quintal**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 30 August 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 January 1994 at 10:00, at the Sheriff's Office, 72 Joubert Street, Du Pisanie Building, Germiston, to the highest bidder:

Certain Portion 2 of Erf 178, Eastleigh Township, situated on 6 Freemantle Road, Eastleigh, Edenvale, in the Township of Eastleigh, Edenvale, 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 and plaster, tiled roof comprising an entrance-hall, lounge, dining-room, four bedrooms, two bathrooms, kitchen, double garage, servant's room and w.c.

The conditions of sale:

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

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

Dated at Germiston on this the 10th day of November 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AU0236/Mrs Teixeira.);
C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Smith Street, Bedford Gardens, Bedfordview.

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, 23 December 1993 at 10:00.

Nedcor Bank Limited, Execution Creditor.

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

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

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

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

Case 4208/93

Judgment Debtors: Reyneke Steyn and **Aida Jeanette Steyn**.

Property: Erf 2249, Van Riebeeckpark Extension 10 Township, Registration Division IR, Transvaal, situated at Rondebosch Crescent 4, Van Riebeeckpark, Kempton Park.

Improvements: Vacant stand.

File ref: LN3330.

Case 354/93

Judgment Debtor: Lazarus Buti Selikane.

Property: Right of leasehold over Erf 5 Motsu General Plan L598/81 situated in the area of jurisdiction of Chief Commissioner, Witwatersrand, situated at 5 Motsu Section, Tembisa.

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

File ref: LN3227.

Case 5781/92:

Judgment Debtors: Molwa Jerry Nedzamba and **Selina Puseletso Nedzamba**.

Property: Right of leasehold over Erf 110, Ibaza Township, Registration Division IR, Transvaal, situated at 110 Ibaxa Section, Tembisa.

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

Outbuildings: Garage, two outside rooms.

File ref: L216/92.

Case 7535/90

Judgment Debtors: Mavelemsamo Meshack Sithole and **Nontsizi Ellina Sithole**.

Property: Right of leasehold over Erf 481, Umthambeka Township, Registration Division IR, Transvaal, situated at 481 Umthambeka Section, Tembisa.

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

File ref: L192/90.

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

Saak 1237/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Nhlanhla Patrick Mabaso**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 19 Maart 1993, die onderstaande eiendom te wete:

Erf 14226, KwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 10 Desember 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder teëldak bestaan uit sitkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Buitekamer en motorhuis.

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

Gedateer te Springs op hede die 20ste dag van Oktober 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7) (Verw. mnr. J. A. Kruger/SST/M 1567.)

Saak 6025/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Abram Phale Rapodile**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 31 Augustus 1993, die onderstaande eiendom te wete:

Erf 13926, KwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 10 Desember 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis onder teëldak bestaan uit sitkamer, kombuis, twee slaapkamers en badkamer.

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

Gedateer te Springs op hede die 15de dag van Oktober 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7) (Verw. mnr. J. A. Kruger/SST/R 678.)

Saak 20101/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Beperk**, Eiser, en **Du Plessis, Stephanus Johannes**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping met 'n reseweprijs van R45 000 gehou word aan die hoogste bieder te die kantore van die Balju van die Hooggeregshof, 12de Straat 56, Springs, op Vrydag, 3 Desember 1993 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, 12de Straat 56, Springs, voor die verkoping ter insae sal lê.

Die volgende inligting word verskaf i/s verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie:

Sekere Erf 513, Casseldale-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Singlehurstweg 22, Casseldale, Springs.

Eiendom: Woonhuis van baksteen gebou onder sinkdak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Twee motorhuise, buitekamer en toilet.

Gehou kragtens Akte van Transport T41198/1992 gedateer 8 September 1992.

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 14 (veertien) dae vanaf datum van verkoping verskaf word. Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word:

5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R15 000 (vyftienduisend rand) en daarna 2 ½% (twee en 'n half persent) tot 'n maksimum fooi van R5 000 (vyftuisend rand). Minimum fooi R50 (vyftig rand).

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

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Posbus 1078, Springs, 1560. (Tel. 812-1455/6/7) (Verw. mnr. J. A. Kruger/SST/D 1159.)

Saak 2397/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Frederick Stephanus Johannes Botha**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 14 April 1992, die onderstaande eiendom te wete:

Erf 397, Casseldale-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Secotstraat 32, Casseldale, Springs, in eksekusie verkoop sal word op 10 Desember 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder sinkdak bestaan uit sitkamer/eetkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Motorhuis, buitekamer en toilet.

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

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

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7) (Verw. mnr. J. A. Kruger/SST/K 545.)

Saak 1456/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Philemon Mnyakeni**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 7 April 1992, die onderstaande eiendom te wete:

Erf 14088, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 10 Desember 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder teëldak bestaan uit sitkamer, kombuis, twee slaapkamers en badkamer.

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 by die kantore van die betrokke Balju, Landdroshof ter insae lê vir belangstellendes.

Gedateer te Springs op hede die 15de dag van Oktober 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7) (Verw. mnr. J. A. Kruger/SST/M 1316.)

Saak 6585/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Vusumuzi Justice Khambule**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 9 September 1992, die onderstaande eiendom te wete:

Erf 509 kwaThema-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 10 Desember 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder teëldak bestaan uit sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

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 by die kantore van die betrokke Balju, Landdroshof ter insae lê vir belangstellendes.

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

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7) (Verw. mnr. J. A. Kruger/SST/K 545.)

Saak 1188/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Ignatius Makhosonke Mkwanazi**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 19 Maart 1993, die onderstaande eiendom te wete:

Gedeelte 19 van Erf 368, Wright Park-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Downeystraat 23, Wright Park, Springs,

in eksekusie verkoop sal word op 10 Desember 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis van gareklip gebou onder sinkdak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Afdak.

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 by die kantore van die betrokke Balju, Landdroshof ter insae lê vir belangstellendes.

Gedateer te Springs op hede die 15de dag van Oktober 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7) (Verw. mnr. J. A. Kruger/SST/M 1556.)

Saak 6088/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Errol Vincent Mandenson Grieve**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 8 September 1993, die onderstaande eiendom te wete:

Erf 1284, Selection Park-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Redhillstraat 14, Selection Park, Springs,

in eksekusie verkoop sal word op 10 Desember 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis vank baksteen gebou onder sinkdak bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Buitegeboue: Motorhuis, bediendekamer en toilet.

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 by die kantore van die betrokke Balju, Landdroshof ter insae lê vir belangstellendes.

Gedateer te Springs op hede die 15de dag van Oktober 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7) (Verw. mnr. J. A. Kruger/SST/G 748.)

Saak 5582/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **NBS Bank Beperk**, Eiser, en **Cherre Sello**, Eerste Verweerder, en **Liza Ann Khumalo**, Tweede Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 31 Augustus 1993, die onderstaande eiendom te wete:

Erf 13697, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, in eksekusie verkoop sal word op 10 Desember 1993 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis onder teëldak bestaan uit sitkamer, kombuis, twee slaapkamers en badkamer.

Buitegeboue: —.

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

Gedateer te Springs op hede die 15de dag van Oktober 1993.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. J. A. Kruger/SST/S 1767.)

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

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

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, te Visagiestraat 234, Voortrekker Gedenksaal, Pretoria, op 14 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: Resterende gedeelte van Gedeelte 27 van Erf 350, Rietfontein, Registrasieafdeling JR, Transvaal, en ook bekend as 23ste Laan 659, Rietfontein, Pretoria, grootte 933 m² (nege drie drie) vierkante meter.

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

Hoofgebou: Enkelverdieping woonhuis, bestaande uit sewe vertrekke, kombuis en twee badkamers.

Buitegeboue: Dubbelmotorhuis, kroeg, strykkamer en klein woonstelletjie.

Konstruktueer: Baksteen met teël.

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

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

Gedateer te Johannesburg die 22ste dag van Oktober 1993.

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

Case 5663/93

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

In the matter between **Natal Building Society Limited**, Plaintiff, and **Kandasamy Appannah Naidoo**, Defendant

Pursuant to a judgment granted by the above Honourable Court, dated 19 August 1993, and a warrant of execution, the undermentioned property will be sold on 10 December 1993 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain: Erf 263, Bakerton Extension 4 Township, Registration Division IR, Transvaal, known as 9 Honeysuckle Road, Bakerton Extension 4, Springs, measuring 1 068 (one thousand and sixty-eight) square metres, held under Deed of Transfer T46795/1987.

Improvements: Brick building under tiled roof, consisting of three bedrooms, kitchen, lounge, dining-room, bathroom, shower and toilet.

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 fourteen (14) days of the date of the sale.

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

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

4. The completed conditions of sale may be inspected at the office of the Messenger of the Court.

Dated at Springs this 26th day of October 1993.

Hammerslag Gishen Stoloff De Swardt Inc., Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, P.O. Box 184, Springs. (Tel. 812-2400.)

Saak 46794/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **I. J. Cuthbert**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 25 Oktober 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, geleë te Strubenstraat 142, Pretoria, aan die hoogste bieder op 19 Januarie 1994 om 10:00:

Erf 4395, geleë in die dorpsgebied Moreletapark-uitbreiding 20, Registrasieafdeling JR, Transvaal, groot 1 341 (eenduisend driehonderd een-en-veertig) vierkante meter, beter bekend as 2 Hadrian Place, Moreletapark-uitbreiding 20.

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Enkelverdieping-woonhuis met sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, twee storte, twee toilette, TV-kamer, opwas-kamer, ingangsportaal, vier motorhuise en bediendekwartiere.

3. *Terme*: 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusiëlasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria-Oos.

Geteken te Pretoria op hierdie 12de dag van November 1993.

S. E. du Plessis, Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR38046.)

Case 6407/93

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

In the matter between **Scaw Metals Limited**, Applicant, and **Hinderika Jantjie Fekken**, First Respondent, and **Roelof Hindrik Fekken**, Second Respondent

Kindly take notice that by virtue of a writ of execution issued out of the above Honourable Court in the above matter the Sheriff of Pretoria North-East will sell by public auction on Tuesday, 14 December 1993 at 10:00, at 234 Visagie Street, Pretoria, the following immovable property:

Certain Erf 1070, Silverton Extension 5 Township, Registration Division JR, Transvaal, known as 877 Tiptol Street, Silverton, Pretoria, measuring 793 square metres, held by Deed of Transfer T41808/1973.

A brick under iron dwelling consisting of three bedrooms, lounge, dining-room, kitchen, laundry, bathroom and toilet, single garage, servant's room, toilet and store-room.

The conditions of sale may be inspected at the office of the Sheriff at 228 Visagie Street, Pretoria.

Dated at Pretoria this 8th day of November 1993.

Friedland Hart & Partners, Attorneys for Plaintiff, Van der Stel Building, Pretorius Street, Pretoria. (Ref. Mr Brauer/pk.)

Saak 28047/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **I. E. Claasen**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie, gedateer 13 Augustus 1993, sal die onderstaande eiendom op 14 Desember 1993 om 10:00, te die kantoor van die Balju, Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Restant van Erf 695, geleë in die dorpsgebied Gezina, Registrasieafdeling JR, Transvaal, bekend as 13de Laan 303, Gezina.

Beskrywing: Woonhuis bestaande uit: Sitkamer, eetkamer, kombuis, twee toilette, twee badkamers, drie slaapkamers, studeerkamer, motorhuis, bediendekamer en toilet.

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

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Sentraal, 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, vir Leopont, Eiser se Prokureurs, Kerkstraat-Oos 451, Pretoria. (Verw. MJL/mev. Genis.)

Aan: Die Balju, Landdroshof, Pretoria-Sentraal.

Saak 26744/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie, gedateer 14 Julie 1993, sal die onderstaande eiendom op 14 Desember 1993 om 10:00, te die kantoor van die Balju, Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 243, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Gedeelte 1 van Erf 61, geleë in die dorpsgebied Gezina, Registrasieafdeling JR, Transvaal, bekend as 13de Laan 662, Gezina.

Beskrywing: Woonhuis bestaande uit: Sitkamer, eetkamer, kombuis, toilet, badkamer, drie slaapkamers, motorhuis, afdak, twee bediendekamers en toilet.

Verbandhouer(s): ABSA Bank, Unitedgebou, Pretoriusstraat 230, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Sentraal, Visagiestraat 228, Pretoria.

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

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

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

Aan: Die Balju, Landdroshof, Pretoria-Sentraal.

Saak 37713/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie gedateer 23 Julie 1993, sal die onderstaande eiendom op 14 Desember 1993 om 10:00, te die kantoor van die Balju, Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 243, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Gedeelte 9 van Erf 67, geleë in die dorpsgebied Rietondale, Registrasieafdeling JR, Transvaal, bekend as Eben Rouxstraat 236, Rietondale.

Beskrywing: Onbehoude erf.

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-Sentraal, Visagiestraat 228, Pretoria.

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

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

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

Aan: Die Balju, Landdroshof, Pretoria-Sentraal.

Saak 7797/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **I. D. G. Byrne**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie gedateer 30 Junie 1993, sal die onderstaande eiendom op 14 Desember 1993 om 10:00, te die kantoor van die Balju Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Restant van Erf 167, geleë in die dorpsgebied Riviera, Registrasieafdeling JR, Transvaal, bekend as Parker Suid 3, Riviera.

Beskrywing: Onbehoude erf.

Verbandhouer(s): Geen.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju-Landdroshof, Pretoria-Sentraal, 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 1ste dag van November 1993.

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

Aan: Die Balju-Landdroshof, Pretoria-Sentraal.

Saak 52138/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie gedateer 8 September 1993, sal die onderstaande eiendom op 14 Desember 1993 om 10:00, te die kantoor van die Balju Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Erf 141, geleë in die dorpsgebied Queenswood, Registrasieafdeling JR, Transvaal, bekend as Ristlaan 1249, Queenswood.

Beskrywing: Woonhuis bestaande uit: Sit/eetkamer, kombuis, toilet, badkamer, drie slaapkamers, studeerkamer, motorhuis, afdak, bediendekamer, toilet en swembad.

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

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju-Landdroshof, Pretoria-Sentraal, 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 3de dag van November 1993.

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

Aan: Die Balju-Landdroshof, Pretoria-Sentraal.

Saak 40362/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie gedateer 23 Julie 1993, sal die onderstaande eiendom op 14 Desember 1993 om 10:00, te die kantoor van die Balju Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit: Gedeelte 1 van Erf 252, geleë in die dorpsgebied Rietfontein, Registrasie-afdeling JR, Transvaal, bekend as 19de Laan 552, Rietfontein.

Beskrywing: Woonhuis bestaande uit: Sitkamer, eetkamer, kombuis, TV-kamer, twee toilette, twee badkamers, vier slaapkamers, studeerkamer, werkskamer en twee motorhuise.

Verbandhouer(s): Eerste Nasionale Bank, Kerkplein, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju-Landdroshof, Pretoria-Sentraal, 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 3de dag van November 1993.

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

Aan: Die Balju-Landdroshof, Pretoria-Sentraal.

Saak 40374/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **E. E. Prank**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie gedateer 20 Julie 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: Gedeelte 4 van Erf 271, geleë in die dorpsgebied Booyens, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Rensstraat 941, Booyens, Pretoria.

Beskrywing: Woonhuis bestaande uit: Sit/eetkamer, kombuis, twee toilette, twee badkamers, ses slaapkamers, motorhuis, afdak, twee bediendekamers en toilet.

Verbandhouer(s): Santam, 23ste Verdieping, Volkskasgebou, hoek van Van der Walt- en Pretoriusstraat, Pretoria en 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 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 3de dag van November 1993.

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

Aan: Die Balju-Landdroshof, Pretoria-Sentraal.

Case 42085/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Simon Khame**, Defendant

Persuant to a judgment of the above Honourable Court, dated 12 July 1993, and a warrant of execution dated 25 August 1993, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 14 January 1994 at 10:00, in front of the Court-house, Fox Street entrance:

Certain Erf 1244, Protea Glen Township, Registration Division IQ, Transvaal, situated at 1244 Protea Glen.

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

Improvements: A dwelling of brick and plaster under tiles, consisting of a lounge, kitchen, three bedrooms, bathroom and toilet.

Area: 216 square metres.

Property's held: Under Deed of Transfer T34868/92.

Terms: The purchase price shall be paid as to ten per cent (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 an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at T.F.C House, Second Floor, 32 Von Brandis Street, Johannesburg.

Dated at Johannesburg on this the 10th day of November 1993.

R. Reichman-Israelsohn, for Israelsohn von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR3070/COLL/PM/VV.)

Case C146/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NSIKAZI HELD AT KABOKWENI

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Sipho Ben Khumalo**, Defendant

In pursuance of judgment in the above Honourable Court and a warrant of execution, the following immovable property will be sold in execution on 14 January 1994 at 12:00, to the highest bidder at the office of the Magistrate Kabokweni, to the highest bidder:

Stand 968, situated in the Township Kabokweni, District of Nsikazi, measuring 464,5 square metres.

Improvements reported (which are not warranted to be correct and are not guaranteed): Dwelling-house and outbuildings.

Conditions of sale:

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

2. The further conditions of sale are set out in a proposed deed of sale which is open for inspection during normal office hours at the office of the Sheriff, White River and at the offices of the undermentioned.

Dated at Nelspruit this 4th day of November 1993.

Van Rensburg & Partners, Plaintiff's Attorneys, Second Floor, Perm Building, Brown Street, Nelspruit.

Saak 17957/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Trevor David Kriel**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in die bogenoemde saak op 28 September 1993, verkry en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Sentraal, op 14 Desember 1993 om 10:00, te die Baljukantore te Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Deel 17, soos getoon en meer volledig beskryf op Deelplan SS8/85 in die gebou of geboue bekend as Suncrest waarvan die vloeroppervlakte volgens genoemde Deelplan 47 (sewe-en-veertig) vierkante meter groot is, en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST8/85, bekend as Erf 68, Suncrestwoning 103, Esselenstraat 26, Trevenna, Sunnyside, Pretoria.

Die eiendom is verbeter en bestaan uit 'n enkel woonstel, woon/slaapkamer, kombuis en badkamer/w.k.

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

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

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

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

Saak 14333/92

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **Lekganya J Maruma**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdroshof Kempton Park en 'n lasbrief vir eksekusie gedateer 2 Desember 1992, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 13 Januarie 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in die huurpag gehou deur die Verweerder in Erf 1390, Tembisa-uitbreiding 4-dorpsgebied, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 308 (drie honderd en agt) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee slaapkamers, badkamer, kombuis en toilet. Buitegeboue bestaan geen.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 20% en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 5de dag van November 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1116/CDS147.)

Saak 3612/93

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

In die saak tussen **Saambou Bank Beperk** (voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **Zablon Eliakim Mabuza**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 25 Maart 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 13 Januarie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die verweerder in Erf 263, Ibaxa-dorpsgebied, Tembisa, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit toilet, badkamer, eetkamer, twee slaapkamers en kombuis.

Buitegeboue bestaan: Geen.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 5de dag van November 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ingelyf, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1154.)

Saak 1543/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank Beperk**, Eiser, en **Henry Richard Louw**, Verweerder

Kragtens uitspraak van die bogemelde Landdroshof gedateer 20 Oktober 1993, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton, te Lochstraat 51, Meyerton, op 9 Desember 1993 om 10:00, aan die hoogste bieder verkoop:

Hoewe 288, Nelsonia-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,6615 hektaar.

Die eiendom word verkoop onderhewig aan die bepaling van die Wet op Groepsgebiede en Landdroshowe. 10% (tien persent) van die koopprijs is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, Meyerton, binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie:
Drieslaapkamerwoning, enkel geriewe, elektries- en draadomheining en sinkdak.
Geleë te Plot 259, Nelsonia.

Die volledige verkoopvoorwaardes sal bindend wees op die koper en kan gedurende kantoorure te die Balju, Landdroshof, Lochstraat 51, Meyerton, besigtig word.

Geteken te Meyerton op hierdie 4de dag van November 1993.

McLoughlin Porter & Venter, Lochstraat 15D, Meyerton.

Saak 4690/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Boiki David Madidilane**, Eerste Verweerder, en **Masefofane Evon Anna Madidilane**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 27 Augustus 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 10 Desember 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 1563, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 296 (tweehonderd ses-en-negentig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

(b) Die balans is betaalbaar in kontant binne 14 (veertien) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 (veertien) 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.

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

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

Geteken te Vanderbijlpark hierdie 8ste dag van November 1993.

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

Saak 5239/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **John Magagane Selema**, Eerste Verweerder, en **Susan Disebo Selema**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 30 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 10 Desember 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 17899, Gebied 14, Sebokeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 352 (driehonderd twee-en-vyftig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

(b) Die balans is betaalbaar in kontant binne 14 (veertien) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 (veertien) 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.

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

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

Geteken te Vanderbijlpark hierdie 8ste dag van November 1993.

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

Case 65731/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Kuo-Chang Tien**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 19 January 1994 at 10:00, to the highest bidder:

Certain Erf 341, in the Township of Newlands Extension 2, Local Authority Pretoria, Registration Division JR, Transvaal, measuring in extent 1 105 square metres, situated at 37 Snowdrop Avenue, Newlands Extension 2.

Terms and conditions:

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

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

Description of property: House, lounge/dining-room, kitchen, three bedrooms, two bathrooms, two w.c.s', two showers, dressing-room, stoep and patio.

Outbuildings: Double garage, servant's, store-room and w.c.

Other improvements: Paving, walls.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's offices at 142 Struben Street, Pretoria.

Signed at Pretoria on this 15th day of November 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/MB/N1048.)

Saak 69/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen **Bankorp Beperk**, handeldrywend as Trustbank, Eiser, en **Hendriena Fransiena de Wet**, Verweerder

In uitvoering van 'n vonnis in die Landdroshof, Heidelberg, en 'n lasbrief vir eksekusie gedateer 22 September 1993, en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op Vrydag, 21 Januarie 1994 om 11:00, te die ondervermelde perseel te Hoewes 13, 14 en 15, Blue Valley, Nigel, deur Westvaal Afslaers aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Hoewes 13, 14 en 15, Blue Valley-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,5531, 2,6571 en 2,7612 hektaar, bekend as Hoewes 13, 14, en 15, Blue Valley, Nigel.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Steengebou met teëldak, kombuis, eetkamer, sitkamer, drie slaapkamers, twee badkamers met toilette, draadomheining, vier motorhuise, buitekamer, ingeboude kaste, kamer, kombuis en volvloermatte.

Wesenlike verkoopvoorwaardes:

1. Die gemelde eiendom sal verkoop word sonder 'n reserweprys en per openbare veiling en die verkoping sal onderheg wees aan die bepalinge van die Landdroshofwet en reëls daarvolgens neergelê, die voorwaardes van die transportakte en verder onderheg aan die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. 10% (tien persent) van die koopprijs en afslaerskoste by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 21% (een-en-twintig persent) per jaar moet betaal of gewaarborg word met 'n goedgekeurde bank, bougenootskap of ander aanvaarbare waarborg, wat binne 21 (een-en-twintig) dae na datum van verkoping aan die Balju voorsien moet word.

3. Die volledige verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Nigel, te Derde Laan 29, Nigel.

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

Badenhorst-Malan, Prokureurs vir Eiser, Tweede Verdieping, Staats-gebou, Forestraat, New Redruth, Alberton. (Tel. 907-2121/2) (Verw. ICS/IW/T358/92.)

Saak 12949/93

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 11 Augustus 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 13 Januarie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 238, dorpsgebied Kempton Park-Wes, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 612 (seshonderd-en-twaalf) vierkante meter.

Voorwaardes van verkoping:

Gedateer te Kempton Park op hierdie 5de dag van November 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ingelyf, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1210.)

Saak 4599/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Buti Joseph Mpondo**, Verweerder

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

Verkoopvoorwaardes:

2. Die koopprys sal betaalbaar wees soos volg:

(b) Die balans is betaalbaar in kontant binne 14 (veertien) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 (veertien) 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 eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Geteken te Vanderbiilpark hierdie 8ste dag van November 1993.

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

Saak 1737/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Old Coronation Slaghuis**, Eksekusieskuldeiser, en **D. Smit**, Eksekusieskuldenaar

Sekere Gedeelte 4, van Erf 1134, geleë in die dorpsgebied Del Judo-uitbreiding 4, Registrasieafdeling JS, Transvaal, groot 369 (drie ses nege) vierkante meter, gehou kragtens Akte van Transport T102950/92.

Straatadres: Diroba Gardens 4, Del Judor-uitbreiding 4, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 11de dag van November 1993.

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

Case 794/90

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Jacobus Nicolaas Pretorius**, Execution Debtor

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

Erf 158, in the Town Ellisras Extension 1, Registration Division LQ, Transvaal, in extent 1 388 square metres, held by Deed of Transfer T48837/88, will be sold in front of the Court-house of the above Court on 11 January 1994 at 10:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Three bedroomed brick dwelling under iron roof with two bathrooms, kitchen, lounge, dining-room and study. Outbuildings consist of double garage and store-room. Property fenced.

The material conditions of the sale are:

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

2. The sale is voetstoots and subject to:

2.1 The Magistrates' Courts Act and the rules made thereunder;

2.2 the conditions of the title deed; and

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

Signed at Pietersburg on this the 11th day of November 1993.

L. F. de Lange, for Meyer, Pratt & Luyt, c/o Van der Merwe & Pretorius, Block B, Onverwacht Business Centre, P.O. Box 5535, Ellisras, 0555.

Case 34916/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank Limited, Plaintiff, and **Rashied Theron**, First Defendant, and **Gaironesa Theron**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg, 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 Wynberg, on Wednesday, 15 December 1993 at 10:00, to the highest bidder:

Certain Erf 5828, Grassy Park at Lotus River, in the Local Area of Grassy Park, Cape Division, in extent 283 (two hundred and eighty-three) square metres, held by Deed of Transfer T78354/90, also known as 27 Gemsbok Avenue, Lotus River, Grassy Park, 7945.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, 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 the 3rd day of November 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 Z20702.)

Case 62354/93(A)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Daniel Andries Botha**, First Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 14 December 1993 at 10:00, to the highest bidder:

Property 1: Flat

Certain: Section 31, as shown and more fully described on Sectional Plan SS176/81, in the scheme known as Paarl, in respect of the ground and building situated at Erf 1124, in the Township of Arcadia, Local Authority Pretoria, Registration Division JR, Transvaal.

Measuring: With a floor area of 73 square metres.

Situated at: Flat 407 Paarl, 726 Schoeman Street, Pretoria.

Property 2: Garage

Certain: Section 77, as shown and more fully described on Sectional Plan SS176/81, in the scheme known as Paarl, in respect of the ground and building situated at Erf 1124, in the Township of Arcadia, Local Authority Pretoria, Registration Division JR, Transvaal.

Measuring: With a floor area of 16 square metres.

Situated: A garage of Flat 407 Paarl, 726 Schoeman Street, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the Title Deeds Act, where applicable.
2. The following improvements are known of which nothing is guaranteed:

Property 1:

Description of property: Flat, lounge, dining-room, kitchen, one and a half bedrooms, bathroom and w.c.

Common property facilities: Garden and drying area.

Property 2: Garage: Parking garage.

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

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

Signed at Pretoria on this the 12th day of November 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/MB/N1045.)

Saak 186/91

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Cashbuild (RSA) (Pty) Ltd**, Eksekusieskuldeiser, en **Hoëveld Algemene Handelaars**, Eerste Eksekusieskuldenaar, en **G. F. Lowe**, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 10 Januarie 1992, toegestaan is op 17 Desember 1993 om 10:30, te Pleinstraat 13A, Middelburg, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroshof, Middelburg, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Resterende gedeelte van Erf 709, geleë in die dorpsgebied Middelburg, Registrasieafdeling JS, Transvaal, groot 2 855 (twee agt vyf vyf) vierkante meter, gehou kragtens Akte van Transport T41893/90.

Straataadres: Pleinstraat 13A, Middelburg.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Middelburg op hierdie 3de dag van November 1993.

Harvey Nortje Ing., Prokureurs vir die Eiser, hoek van Snyman- en Langstraat, Posbus 4198, Middelburg, 1050.

Saak 5408/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.**, Reg. No. 87/01384/06 (Natal Bouvereniging Beperk), Eiser, en **M. D. Thinane**, 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 126, Sebokeng Eenheid 10-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 264 vierkant meter.

Verbeterings: Teëldak, matte, sit-/eetkamer, kombuis, badkamer, drie slaapkamers, toilet en onheining.

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 koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys 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 9de dag van Oktober 1993.

Du Plessis Pienaar & Swart, Tweede Verdieping, Ekspasentrum, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. I. 30256/ip.)

Saak 177/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMHOF GEHOU TE BLOEMHOF

In die saak tussen **Nedcor Bank Bepark**, Eiser, en **J. J. Pieterse**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 19 Oktober 1993, sal die hieronder vermelde eiendom verkoop word op Dinsdag, 14 Desember 1993 om 10:00, voor die Landdroskantoor, Bloemhof, aan die persoon wie die hoogste aanbod maak, naamlik:

Resterende gedeelte van Erf 573, geleë in die dorp Bloemhof, Registrasieafdeling HO, Transvaal, groot 1 904 vierkante meter, gehou kragtens Akte van Transport T51729/85, die eiendom is verbeter en geleë te Hutchinsonstraat 8A, Bloemhof.

Voorwaardes:

Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, lê in die Balju van die Landdroshof, Bloemhof se kantoor te insae en is die belangrikste bepalings daarvan die volgende:

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

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

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

Geteken te Wolmaransstad op hierdie 12de dag van November 1993.

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

Case 10691/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Joey Josef Blooms**, First Defendant, and **Annie Julia Blooms**, Second Defendant

On 10 December 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Erf 1306, Dawn Park Extension 23, Registration Division IR, Transvaal, situated at 10 Hakea Crescent, Dawn Park Extension 23, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, two bathrooms, lounge, dining-room, kitchen and outbuildings comprising garage, toilet and swimming-pool.

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

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

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

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

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

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

Dated at Boksburg on this the 11th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00960.)

Saak 6140/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOUD TE VEREENIGING

In die saak tussen **First National Bank of SA Ltd**, Eiser, en **B. G. Uren**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 23 Augustus 1993, sal die volgende onroerende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word op 10 Desember 1993 om 10:00, by die Balju van die Landdroshof, Vereeniging:

Sekere Erf 4829, geleë in die dorpsgebied Ennerdale-uitbreiding 11, Vereeniging.

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 32 van 1944, soos gewysig en die regte van verbandhouders en ander preferente skuld-eisers.

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien per centum) van die koopprys in kontant op die dag van verkoping of deur middel van 'n erkende bank- of bouverenigingwaarborg 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 Vereeniging.

(b) Die balans is betaalbaar in kontant binne 14 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bouverenigingwaarborg gelewer te word binne veertien dae na die dag van die verkoping en welke waarborg vry van kommissie aan die Balju van die Landdroshof te Vereeniging 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 van die Landdroshof te Vereeniging, en by die Eiser se prokureur en sal deur die afslaer voor die verkoping uitgelees word.

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

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

M. P Coetzer, vir De Klerk, Vermaak & Vennote, Overvaal-gebou, Krugerlaan, Vereeniging, 1930.

Case 1886/92

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

In the matter between **ABSA Bank Ltd**, formerly Allied Building Society Ltd, Plaintiff, and **Victor Ho Ming**, Defendant

In pursuance of a judgment by the Magistrate's Court of Germiston, and writ of execution dated 25 August 1993, the property listed herein will be sold in execution on Monday, 13 December 1993 at 10:00, at the office of the Sheriff, Magistrate's Court, Germiston, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 329, Wychwood Township, Registration Division IR, Transvaal, situated at 4 Protea Road, Wychwood, Germiston, measuring 984 (nine hundred and eighty-four) square metres.

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

Improvements: Dwelling-house consisting of lounge, dining-room, four bedrooms, two bathrooms and two toilets. *Out-buildings:* One garage.

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

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

Dated: 11 November 1993.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston, (Ref. W. de Vos/SH).

Case 9804/93

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

In the matter between **ABSA Bank Ltd**, Allied Bank Division (86/04794/06), Plaintiff, and **Christiaan George Herbst**, First Defendant, and **Heilie Magdalena Herbst**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 5 October 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 January 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 367, Boksburg South Township, situated on 251 Stanbury Road, Boksburg South, in the Township of Boksburg South, District of Boksburg South, measuring 535 (five hundred and thirty-five) square metres:

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of an entrance-hall, lounge, kitchen, three bedrooms, bathroom, w.c, garage and a servant's room.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 South.

Dated at Boksburg on this the 11th day of November 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. A00021/Mrs Teixeira).

Saak 144/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Felix Julian**, handelende as **Julian's Construction Machinery**, Eiser, en **Pieter Ignatius Engelbrecht**, Verweerder

Ten uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 12 Augustus 1993, en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur die Geregsbode van die Hof voorgelees word te die perseel geleë te die Landdroskantore, Jan van Riebeeckstraat, Swarttruggens, op Vrydag, 17 Desember 1993 om 10:00, naamlik:

Sekere Gedeelte 12 van Erf 219, Rodeon, Registrasieafdeling JP, Transvaal, groot 1,0706 (een komma nul sewe nul ses) hektaar, gehou kragtens Akte van Transport T15561/91, onderhewig aan die voorwaardes soos volledig daarin uiteengesit.

Terme: Die koper sal na afloop van die veiling 10% (tien per centum) van die koopsom en afslagsgelde in kontant aan die Geregsbode van die Hof betaal; en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Geregsbode, Jan van Riebeeckstraat Swarttruggens, en E. G. Cooper & Seuns, Cooper Huis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 15de dag van November 1993.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein, 9300. [Tel. (051) 47-3374.]

Saak 3880/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **M. E. & D. H. Sotetsi**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 5 Augustus 1993 toegestaan is, op 10 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 7 (sewe) dae voor die verkoping, te wete:

Sekere Erf 1660, KwaGuqa-uitbreiding 4, Witbank, Registrasieafdeling JS, Transvaal, groot 200 (tweehonderd) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TE78267/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping.

Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 11de dag van November 1993.

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

Case 3550/91

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

In the matter between **The Town Council of Springs**, Plaintiff, and **S. Ioannou**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 10 December 1993 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 1438, Selcourt Township, Registration Division IR, Transvaal, measuring 1 372 (one thousand three hundred and seventy-two) square metres, also known as 45 Rhokana Avenue, Selcourt, Springs.

Description of property: A brick building under tiled roof, comprising of three bedrooms, lounge, dining-room, bathroom, kitchen, garage, servant's room and w.c.

Conditions: The sale will be subject to payment of 10% (ten per cent) of the purchase price on the date of sale and a bank or building society guaranteed cheque to be furnished within 14 (fourteen) days of date hereof, securing payment of the balance.

The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 12th day of November 1993.

H. F. Delport, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. SH/S92291.)

Case 62358/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Jessie Mary Oliver**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 14 December 1993 at 10:00, to the highest bidder:

Certain Section 27 as shown and more fully described on Sectional Plan SS376/93 in the scheme known as Kefalonia in respect of the ground and buildings situated at Erf 3032, in the Township of Pretoria, Registration Division JR, Transvaal, measuring with a floor area of 58 (fifty-eight) square metres.

Situated at 503 Kefalonia Flats, 335 Jacob Mare Street, Pretoria.

Terms and conditions:

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

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

Description of property: Flat.

Lounge/dining-room, kitchen, two bedrooms, bathroom and w.c.

Common property facilities: Garden and parking.

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

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

Signed at Pretoria on this the 16th day of November 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/MB/N1046.)

Case 24750/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Stand 4731 Potgietersrus CC**, First Execution Debtor, **Tegner: Milroy**, Second Execution Debtor, and **Tegner: Dihana Gladys**, Third 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 in front of the Magistrate's Office, Hooze Street, Potgietersrus, on 10 December 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Potgietersrus, First Floor, Munpen Building, 80 Voortrekker Road, Potgietersrus, prior to the sale:

Certain Erf 4731, situated in the Township of Piet Potgietersrus Extension 13, Registration Division KS, Transvaal, being 8 Beitel Street, Piet Potgietersrus Extension 13, measuring 2 319 (two thousand three hundred and nineteen) square metres.

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

A factory building comprising of a reception area with two separate offices, a step-in safe with Chubb security door with toilet facilities and three store-rooms.

Ablution facilities comprising of nine toilets, three wash basins and two showers.

Concrete paving measuring approximately 500 (five hundred) square metres.

Security fencing on all boundaries.

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

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

Dated at Johannesburg this 12th day of November 1993.

R. F. Bruton, 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. Mr Bruton/S.381.)

Case 83460/91
PH 327-G3

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

In the matter between **The Reciever of Revenue**, Plaintiff, and **J. A. H. van As**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg and writ of execution dated 31 October 1991, the following will be sold in execution on 10 December 1993 at 10:00, at the Magistrate's Court, Johannesburg, Fox Street-entrance, to the highest bidder:

Certain Erf 952, Westdene, Johannesburg, Registration Division IR, Transvaal, also known as 34 Ararat Street, Westdene, Johannesburg, measuring 495 (four hundred and ninety-five) square metres, held under Transfer Deed T8694/79.

The sale will take place subject to the conditions and terms as read out by the Deputy Sheriff prior to the sale, and the full conditions of sale may be inspected at the offices of the Sheriff at First Floor, 131 Marshall Street, Johannesburg, or at the office of the Execution Creditor's attorneys, State attorneys, Room 1015, 10th Floor, Royal St Mary's Building, 85 Eloff Street.

Dated at Johannesburg on this the 17th day of November 1993.

State Attorney, 888 Royal St Mary's Building, 85 Eloff Street, Private Bag X9, Johannesburg. [Tel. (011) 29-2961.] [Ref To. D. Senekal (miss).] (Ref. 7053/91/P17/CS.)

Case 4059/92

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

In the matter between **Avondale Toyota**, Plaintiff, and **L. J. Petros**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and warrant of execution dated 15 April 1993, the property listed herein will be sold in execution on 10 December 1993 at 11:15, at the offices of the Sheriff, Magistrate's Court, Boksburg, to the highest bidder:

Erf 2, Vosloorus Extension 5 Township, Registration Division IR, Transvaal, situated at 2 A M Sekhabi Street, Vosloorus, Boksburg, measuring 311 square metres.

The judgment creditor described the improvements on the property as set out hereunder but no warranties are given in respect thereof.

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

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

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

Wright Rose-Innes, Plaintiff's Attorneys, Allied Building Society, 170 Meyer Street, Germiston. (Ref. Mrs Fourie.)

Case 11737/92

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

In the matter between **Germiston City Council**, Plaintiff, and **E. van Vuuren**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 18 August 1993, the property listed herein will be sold in execution on Monday, 20 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 1388, Primrose Township, Registration Division IR, Transvaal, situated at 22 Cactus Road, Primrose, Germiston, measuring 991 square metres.

The judgment creditor described the improvements on the property as set out hereunder but no warranties are given in respect thereof.

Improvements: Lounge, three bedrooms, kitchen, bathroom, toilet, garage, sink roof and concrete walls.

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

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

Date: 12 November 1993.

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

Saak 9477/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Johannes Mkabi Makola**, Eerste Eksekusieskuldenaar, en **Anna Morithi Makola**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 9 September 1993, en 'n lasbrief vir eksekusie gedateer 21 September 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 balang in huurpag van Erf 18486, Tsakane-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 295 (twee honderd vyf-en-negentig) vierkante meter, geleë te Erf 18486, Tsakane-uitbreiding 8-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdieping woonhuis bestaande uit sitkamer, twee slaapkamers, badkamer, toilet en kombuis.

Die 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. Koopprys is soos volg betaalbaar:
 - 3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.
 - 3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank- of bouvereniging verseker word.

Gedateer te Benoni hierdie 16de dag van November 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Case 5440/91

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

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

A sale in execution will be held on 10 December 1993 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord of:

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

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, (part double), brick walls, corrugated iron roof, IBR, fitted carpets, novilon, 2 lounges, dining-room, kitchen, six bedrooms, three bathrooms, shower, three w.c.'s, entrance-hall, scullary, TV-room, two offices, two carports, two servants' rooms with shower and w.c., store, fenced, brick walls, stone walls, retaining walls, swimming-pool and area.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.8829.)

Case 3826/93

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

In the matter between **Saambou Bank Limited**, Plaintiff/Execution Creditor, and **Mary Ann Andrews**, First Defendant/Execution Debtor, and **Patrick Robert Andrews**, Second Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 23 August 1993, and a writ of execution dated 24 August 1993, the following will be sold in execution without reserve to the highest bidder on 10 December 1993 at 15:00, at the office of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs:

Certain: Erf 105, Geduld Township, Registration Division IR, Transvaal, measuring 248 (two hundred and forty-eight) square metres, held by the Defendants under Deed of Transfer T3397/1993, dated 21 January 1993.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed: Brick building under corrugated iron roof, consisting of lounge, entrance-hall, kitchen, three bedrooms, bathroom and toilet.

Outbuildings: Garage, servant's room and toilet.

Other: None.

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 within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee, acceptable to the Execution Creditor's attorneys, which guarantee shall be delivered within 14 (fourteen) days of this sale.

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

Dated at Springs this 11th day of November 1993.

Kruger & O'Connell, Parklaan 22, Springs. (Ref. Mr O'Connell/HS175.)

Case 6800/89

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Piet Radebe**, First Defendant, and **Florence Radebe**, Second Defendant

On 10 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 1393, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1393, Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 17th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/HS5045.)

Case 2299/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ronnie Meltapha**, First Defendant, and **Maria Meltapha**, Second Defendant

On 10 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 16661, Vosloorus Extension 26, Registration Division IR, Transvaal, situated at 16661, Vosloorus Extension 26, Boksburg.

Improvements: Detached single storey brick residence, consisting of three bedrooms, bathroom, kitchen and dining-room 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 16th day of November 1993.

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

Case 8750/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thululu Martha Boqwana**, First Defendant, and **Gladman Vusikhaya Boqwana**, Second Defendant

On 10 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 9, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 9 Vosloorus Extension 3, Boksburg.

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

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

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

3. The purchaser 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 16th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/HS0552.)

Case 9699/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vusumuzi Raymond Khumalo**, First Defendant, and **Beauty Thuli Khumalo**, Second Defendant

On 10 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 17925, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17925, Vosloorus Extension 25, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 16th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H621.)

Case 11030/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Jeremiah Sam Mkwanzazi**, First Defendant, and **Manangi Alina Mkwanzazi**, Second Defendant

On 10 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 1854 Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1854, Vosloorus Extension 2, Boksburg.

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

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

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

3. The purchaser 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 16th day of November 1993.

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

Case 8823/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vusumuzi Jethro Nyoka**, First Defendant, and **Mariatladiniyane**, Second Defendant

On 10 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 19998, Vosloorus Extension 30 Township, Registration Division IR, Transvaal, situated at Erf 19998, Vosloorus Extension 30 Township, Boksburg.

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

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

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

3. The purchaser 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 16th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H936.)

Case 5687/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kenneth Tsetso Seempe**, First Defendant, and **Maria Sophie Nku**, Second Defendant

On 10 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 17852, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17852, Vosloorus Extension 25, Boksburg.

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

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

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

3. The purchaser 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 16th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00890.)

Case 3550/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thililiwewi Phineas Nthatheni**, Defendant

On 10 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 20288, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20288, Vosloorus Extension 30, Boksburg.

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

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

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

3. The purchaser 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 16th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00815.)

Case 4349/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sgemfu James Nxumalo**, First Defendant, and **Joyce Sibongile Nxumalo**, Second Defendant

On 10 December 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 1509, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1509, Vosloorus Extension 3, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen, 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 16th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/HS4297.)

Case 4601/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mapelo Japheth Nkosiyané**, First Defendant, and **Ntombititi Elsinah Nkosiyané**, Second Defendant

On 10 December 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain: Right of leasehold in respect of Erf 380, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 380 Vosloorus Extension 8, Boksburg.

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

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

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

3. The purchaser 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 16th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00866.)

Case 10023/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Matshobane Frans Pasha**, First Defendant, and **Elsie Ramalope**, Second Defendant

On 10 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 135, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 135 Vosloorus Extension 8, Boksburg.

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

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

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

3. The purchaser 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 16th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00955.)

Case 554/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **David Sipho Ngwenya**, First Defendant, and **Thelma Thandi Ngwenya**, Second Defendant

On 10 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 20113, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20113 Vosloorus Extension 30, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 16th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H745.)

Case 2516/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Alpheus Duma Mlangeni**, First Defendant, and **Ntombizodwa Edith Mlangeni**, Second Defendant

On 10 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 8094, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 8094 Vosloorus Extension 9, Boksburg.

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

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

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

3. The purchaser 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 17th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/hs3823.)

Case 6954/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sello Abison Itshegetseng**, First Defendant, and **Miemie Mini Itshegetseng**, Second Defendant

On 10 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 927, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 927 Vosloorus Extension 3, Boksburg.

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

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

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

3. The purchaser 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 17th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00917.)

Case 4311/88

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Magdeline Mlangeni**, Defendant

On 10 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 71, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 71 Vosloorus Extension 3, Boksburg.

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

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

2. The purchaser shall pay 10% (ten per 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 17th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00836.)

Case 10839/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dimitrios Dokos**, Defendant

On 10 December 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Erf 1428, Boksburg, Registration Division IR, Transvaal, situated at 369 Commissioner Street, Boksburg.

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

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 conveyancing, 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 17th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H153.)

Case 4746/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mogorose Seopela**, First Defendant, and **Sina Dipuo Seoketsa**, Second Defendant

On 10 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 6923, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 6923 Vosloorus Extension 9, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, one and half bathroom, kitchen, dining-room, 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 17th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00872.)

Case 3999/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Menzi William Shae**, First Defendant, and **Juliet Thandi Shae**, Second Defendant

On 10 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 763, Mabuya Park, Registration Division IR, Transvaal, situated at 763 Mabuya Park, Boksburg.

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

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

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

3. The purchaser 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 17th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00842.)

Saak 4000/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as Allied Bank, Eiser, en **Juan Josias Fourie**, Eerste Verweerder, en **Venessa Ann Fourie**, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander, en lasbrief vir eksekusie gedateer 10 November 1993, sal die eiendom hieronder genoem verkoop word in eksekusie op 15 Desember 1993 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n halwe badkamers, garage, motorafbak en bediendekamer met badkamer.

Eiendom: Erf 4090, Secunda-uitbreiding 9-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 125 (eenduisend eenhonderd vyf-en-twintig) vierkante meter, gehou kragtens Akte van Transport T84264/1989, geleë te Bloekomstraat 16, Secunda.

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

Die belangrikste voorwaardes daarin vervat is:

Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 16de dag van November 1993.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/A.399.)

Saak 19/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **A & D Prop CC**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 13 September 1993, sal die ondervermelde eiendom op 9 Desember 1993 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg:

Sekere Gedeelte 39, Sybrand van Niekerkpark, Louis Luytstraat 10, Registrasieafdeling IR, Transvaal, groot 8 621 (agtes twee een) vierkante meter.

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelaktes.

2. Die koopprys sal betaalbaar wees as volg: In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprys of R500, watter bedrag ookal die grootste is en die balans van die koopprys binne 14 dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouverenigingwaarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 6, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie:

Twee kantore, ontvangs, kleedkamers, kombuis, noodhulpkamer en handewaskamers.

Aldus gedoen en geteken te Meyerton op hede die 14de dag van September 1993.

A. I. Odendaal, Lochstraat 16A, Posbus 547, Meyerton. (Tel. (016) 62-0114/5.)

Case 10947/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Johannes George Hattingh**, First Defendant, and **Delina Willemina Hattingh**, Second Defendant

On 10 December 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeupoort Street, Boksburg:

Certain Erf 438, Boksburg North, Registration Division IR, Transvaal, situated at 28 First Street, Boksburg North, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge and outbuildings comprising cottage.

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

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

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

4. 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 15th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/HS2666.)

Case 10025/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Absalom Elphas Buthelezi**, Defendant

On 10 December 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeupoort Street, Boksburg:

Certain right of leasehold in respect of Erf 1438, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 1438 Vosloorus Extension 2, Boksburg.

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

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

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

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

4. 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 15th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H00957.)

Case 8539/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Herbert Jikazi**, First Defendant, and **Nompithizelo Winterose Helebe**, Second Defendant

On 10 December 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwoort Street, Boksburg:

Certain right of leasehold in respect of Erf 13006, Vosloorus Extension 23, Registration Division IR, Transvaal, situated at 13006 Vosloorus Extension 23, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H932.)

Case 10028/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jan Jones Barendse**, Defendant

On 10 December 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 134, Delmore Park Extension 2, Registration Division IR, Transvaal, situated at 26 Stumpnose Avenue, Delmore Gardens, Delmore Park Extension 2, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00740.)

Case 10692/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ephraim Radebe**, Defendant

On 10 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 20466, Vosloorus Extension 30, situated at 20466, Vosloorus Extension 30.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00962.)

Case 8082/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Veronica Bhengu**, Defendant

On 10 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 20494, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20494 Vosloorus Extension 30, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00927.)

Case 2467/93

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

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

On 10 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 18162, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18162 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00783.)

Case 12724/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sello Alfred Motaung**, First Defendant, **Busisiwe Lilly Motaung**, Second Defendant, and **Norman Motaung**, Third Defendant

On 10 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 230, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 230 Vosloorus Extension 8, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H720.)

Case 10026/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fuzile Patrick Boo!**, First Defendant, and **Nomonde Veronica Boo!**, Second Defendant

On 10 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 20595, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20595 Vosloorus Extension 30, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00958.)

Case 65730/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **NBS Bank Limited**, Plaintiff, and **Maria Susanna Pienaar**, Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, 14 December 1993 at 10:00, to the highest bidder:

Certain section 9 as shown and more fully described on Sectional Plan SS30/89 in the scheme known as Lancaster Court in respect of the ground and buildings situated in the Township of Pretoria, Registration Division JR, Transvaal, measuring with a floor area of 53 square metres, situated at 105 Lancaster Court, 518 Van der Walt Street, Pretoria.

Terms and conditions:

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

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

Description of property: Flat, lounge/dining-room, kitchen, bedroom, bathroom and w.c.

Common property facilities: Pool, garden, drying area and parking.

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

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

Signed at Pretoria this 18th day of November 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/MB/M1049.)

Case 70155/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Momberkonstruksies (Pty) Ltd**, First Defendant, and **Daniel Johannes Momberg**, Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff for the Court, 142 Struben Street, Pretoria, on 19 January 1994 at 10:00, to the highest bidder:

Certain Erf 550, in the Township of Clubview Extension 1, Registration Division JR, Transvaal, measuring 2 874 square metres, situated at 94 Lyttelton Road, Clubview, Verwoerdburg.

Terms and conditions:

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

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

Description of property: House, with lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., shower and study room.

Outbuildings: Double carport and closed stoep.

Flatlet: Lounge, two bedrooms, kitchenette, bathroom and w.c., shower and w.c.

Other improvements: Brick, concrete walls, driveway, concrete swimming-pool, thatch lapa and irrigation system.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Mescorhouse, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this 17th day of November 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs Kartoudes/MB/N759.)

Saak 828/93

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **Wynand de Villiers Redelinghuys**, Esekusieskuldeiser, en **Andes Laboratories BK**, Eksekusieskuldenaar

Ingevolge 'n vonnis gegee deur die bogenoemde Agbare Hof op 22 September 1993, en 'n lasbrief vir eksekusie, sal die ondergenoemde eiendom verkoop word te die Landdroskantoor, Delmas, Vrydag, 10 Desember 1993 om 09:00, aan die hoogste bieder:

Beskrywing van eiendom:

1. Erf 516, Eloff-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 545 (vyfhonderd vyf-en-veertig) vierkante meter;

2. Erf 517, Eloff-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 545 (vyfhonderd vyf-en-veertig) vierkante meter;

3. Erf 515, Eloff-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter; gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T34696/1984.

Verbeterings: Daar is geen verbeterings op die eiendom nie.

Verkoopvoorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg binne 21 dae vanaf die datum van verkoping verskaf word vir die balans van die koopprys.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan by die kantoor van die Balju te Delmas nagegaan word.

Gedateer te Delmas hierdie 11de dag van November 1993.

A. C. M. Pieterse, vir W. A. Theron, Prokureur vir die Eksekusieskuldeiser, Vierde Straat 23, Posbus 14, Delmas, 2210. (Verw. mev. Pieterse/NB/R425.)

Case 13487/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **131 Riverside Road CC**, First Defendant, and **Lynette Aurille Lever**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Randburg, and writ of execution, the property listed hereunder will be sold in execution on Tuesday, 14 December 1993 at 10:00, in front of the Court-house, Randburg, by the Sheriff of the Court, Sandton:

Remaining extent of Portion 1 of Erf 34, Atholl Extension 1 Township, situated at 131 Riverside Road, Atholl Extension 1, measuring 2 678 square metres.

Improvements described hereunder are not guaranteed:

Main building: 200 square metres, entrance-hall, dining-room, living-room, family room, four bedrooms, dressing-room, study, kitchen, two bathrooms/w.c./shower and separate w.c.

Outbuildings: 100 square metres, double garage, store-room, servant's room, bathroom/w.c., carport, swimming-pool, brick walls and paving.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff of Courts' commission payable by purchaser on date of sale.

Dated at Sandton this 12th day of November 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City, Sandton. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 6407/93

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

In the matter between **Scaw Metals Limited**, Applicant, and **Hinderika Jantjie Fekken**, First Respondent, and **Roelof Hindrik Fekken**, Second Respondent

Kindly take notice that by virtue of a writ of execution issued out of the above Honourable Court in the above matter the Sheriff of Pretoria Central, will sell by public auction on Tuesday, 14 December 1993 at 10:00, at Sinodale Centre, 234 Visagie Street, Pretoria, the following immovable property:

Certain Portion 3 of Erf 2040, Villieria Township, Registration Division JR, Transvaal, known as 552 30th Avenue, Villieria, Pretoria.

A residential dwelling under zinc with three bedrooms, lounge/dining-room, bathroom, kitchen, single garage and servants' quarters, measuring 1 276 square metres, held by Deed of Transfer T1281/1969 dated 17 January 1969.

The conditions of sale may be inspected at the office of the Sheriff, at 238 Visagie Street, Pretoria.

Dated at Pretoria this 18th day of November 1993.

Friedland Hart & Partners, Attorneys for Plaintiff, Van der Stel Building, Pretorius Street, Pretoria. (Ref. Mr Bauer/pk.)

Saak 87477/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Oostelike Provinsie Bouvereniging**, Eiser, en **Susanna Elizabeth Strydom**, en **Daniel Jacobus Strydom**, Verweerders

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju, Pretoria-Oos, te Strubenstraat 142, Pretoria, op 19 Januarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerders, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

Eiendom: Erf 2, geleë in die dorpsgebied Die Wilgers-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 250 vierkante meter, beter bekend as Swaardlelielaan 133, Die Wilgers, Pretoria.

Bestaande uit: Vier slaapkamers, twee badkamers, drie aparte toilette, stort, sitkamer, eetkamer, TV-kamer, kombuis, studeerkamer, twee motorhuise, bediendekamer, toilet, swembad en toegeruste boorgat. (Geen waarborg word in hierdie verband deur ons gegee nie.)

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Ref. mnr. Niemann/Juf. Stoltz/10471.)

Saak 12186/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eastern Province Buiding Society**, Eiser, en **Paul Johannes Strydom**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju, Pretoria-Sentraal, te die Sinodalesentrum, Visagiestraat 234, Pretoria, op 14 Desember 1993 om 10:00, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju te Visagiestraat 228, Pretoria, voor die verkoping ter insae sal lê:

Eiendom: Deel 13, in die gebou bekend as Meersburg, soos meer volledig sal blyk uit Deelplan SS 8/84, groot 73 vierkante meter, beter bekend as Meersburgwoonstelle 205, Mearsstraat 234, Muckleneuk, Pretoria, bestaande uit een en 'n half slaapkamers, sitkamer, badkamer, aparte toilet en kombuis. (Geen waarborg word in hierdie verband deur ons gegee nie).

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart Prokureurs, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/Juf. Stoltz/12058.)

Case 15497/93

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **Petrusstraat Beleggings (Pty) Limited** (Reg. No. 87/05730/07), Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria Central, at 234 Visagie Street, Pretoria, on Tuesday, 14 December 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Pretoria Central, 228 Visagie Street, Pretoria, and which will be read by him at the time of the sale, of the following property owned by Defendant:

(a) Section 13, as shown and more fully described on sectional plan SS104/1984, in the scheme known as Poku, in respect of the land and building or buildings situate at Portion 1 of Erf 310 Muckleneuk Township, in the Local Authority of the City Council of Pretoria, of which section the floor area according to the said sectional plan is 32 (thirty-two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by Defendant by virtue of Certificate of Registered Sectional Title ST 104/1984 (13) (Unit);

This property is situated at Flat 25, Poku Flats, 491 Walker Street, Muckleneuk, Pretoria.

The property is improved as follows: Bedroom, bathroom and kitchen, and dwelling flat.

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 19th day of November 1993.

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

Saak 3548/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **Vorster J. S. en E. A.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare hof gedateer 28 Januarie 1992 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 21 Januarie 1994 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 754, Nigel Extension 2 Township, Nigel, ook bekend as Van der Stelstraat 19, Nigel; en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Derde Laan 29, Nigel, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van die koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Nigel op hede die 4de dag van November 1993.

Brits Pretorius Kruger & Coetzer Inc., Tweede Laan 35, Nigel, 1490; Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. AP/E419.)

Saak 3334/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **John Sello Mokgatle**, Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik:

Eiendom: Alle reg, titel en belang, in die huurpag ten aansien van Erf 12684, Kagiso-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, Transvaal, liggend 12 684 Kagiso-uitbreiding 8, in eksekusie verkoop op 15 Desember 1993 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersesstraat 22B, Krugersdorp.

Verkoopvoorwaardes: Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshofwet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. Jan Nel.)

Saak 10254/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **Nicolaas Marthinus Herbst**, Eerste Verweerder, en **Helena Maria Herbst**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 12 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 Dinsdag, 14 Desember 1993 om 10:00:

Gedeelte 1 van Erf 252, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, grootte 1 021 vierkante meter, gehou kragtens Akte van Transport T111621/92. (Die eiendom is beter bekend as 19de Laan 552, Rietfontein, Pretoria.)

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Sentraal, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n teëldak, bestaande uit vier slaapkamers, sitkamer, eetkamer, TV-kamer, studeerkamer, twee badkamers, kombuis en opwasplek, twee buitegeboue, synde 'n dubbel motorhuis en bediendekamer.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Visagiestraat 228, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 19de dag van November 1993.

E. Naude, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank-gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. mev. D. Pieterse/MT/F6663.)

Case 19943/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Bachrach, Gershon**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit and a writ of execution dated 29 September 1993, the property listed hereunder will be sold in execution on 14 December 1993 at 10:00, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Blairgowrie, Randburg, to the highest bidder:

Section 4 as shown and more fully described on Sectional Plan SS130/1991 in the scheme known as Drysdale Manor in respect of the land and building or buildings situate at Sundowner Extension 23 Township, Randburg Local Authority of which the floor area, according to the sectional plan is 148 (one-hundred and forty-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 ST 1805/93, situate at Flat 4, Drysdale Manor, corner of Drysdale and Douglas Roads, Sundowner Extension 23.

The following improvements are reported to be on the property, but nothing is guaranteed: A complex flat unit with tiled roof consisting of lounge, dining-room, three bedrooms, two bathrooms, kitchen, maid's room with toilet, double garage and courtyard.

Conditions of sale:

1. The sale will be without reserve.
2. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest thereupon at the rate of 18% (eighteen per centum) subject to variation in terms of the rates charges by the Plaintiff from time to time, to be paid or secured by a bank-guarantee within 14 (fourteen) days after date of sale.
3. 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 Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Blairgowrie, Randburg.
4. A substantial building society loan can be raised for an approved purchaser, with prior approval.
5. Auctioneer's charges, payable on date of sale, to be calculated on the applicable rate.

Dated at Randburg on this the 17th day of November 1993.

Jacobs, Robbertse & Partners, c/o Matus Michael Garber, Plaintiff's Attorneys, Star Court, 298 Jules Street, Jeppestown. (Tel. 476-1403.) (Ref. M. M. Garber/P. S. Robbertse.)

Case 4451/93

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 **Rutherford Robert**, First Defendant, and **Rutherford Kathleen Phyllis**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 14 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, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg.

Erf 210, Strijdom Park Extension 1 Township, Registration Division IQ, Transvaal, measuring 1 380 m², held by the Defendants under Deed of Transfer T23439/92, being 210 Freda Road, Strijdom Park, Extension 1.

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, sewing room, double garage, servant's room, swimming-pool and outside 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/cvdm.) (Account Z65111.)

**Case 10157/92
PH 267**

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Pandemonia Properties 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, Randburg at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 21 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, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 1181, Randparkrif Extension 6 Township, Registration Division IQ, Transvaal, measuring 1 606 m², held by the Defendant under Deed of Transfer T46184/88, being 31 Pelikaan Street, Randparkrif Extension 6, Randburg.

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

The dwelling consists of lounge, dining-room, family room, four bedrooms, two bathrooms/w.c., kitchen, scullery/pantry, double garage, servant's room, bathroom/w.c. 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 24th day of October 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Ms Erasmus/cvdm.) (Account No. Z45053.)

Case 735/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Velile Richard Mavoma**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Oberholzer, and writ of execution, dated 24 March 1993, the following property will be sold in execution, on 14 January 1994 at 10:00, at the Magistrate's Court, Van Zyl Smit Street, Oberholzer, to the highest bidder, viz:

The Defendant/s right, title and interest in and to his/her/their right of leasehold in respect of Erf 4068, Khutsong Township, Registration Division IQ, Transvaal, in extent 252 (two hundred and fifty-two) square metres, held by the Defendant/s under Certificate of Registered Grant of Leasehold TL23650/90, known as Erf 4068, Khutsong, Oberholzer.

Upon which is erected a single detached dwelling under tile roof consisting of two bedrooms, bathroom, kitchen and lounge/dining-room.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 or 10% (ten per centum) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for the Oberholzer Magistrate's Court) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for the Magistrate's Court of Oberholzer, Montalto Building, First Floor, 4 Palladium Street, Carletonville, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond-Louw & Heyl, c/o Laage, Schoeman & Stadler, Plaintiff's Attorneys, Montalto Building, 4 Palladium Street, P.O. Box 1312, Carletonville.

Case 1698/93
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. Thompson**, First Judgment Debtor, and
S. E. Thompson, Second Judgment Debtor

In execution of a judgment granted by the above Honourable Court, on 19 May 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 10 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 1422, in the Township of Impala Park Extension 1, held under Deed of Transfer T32806/1991, measuring 857 square metres, also known as 22 Durnford Road, Impala Park Extension 1.

Description: Brick construction under tile roof, three bedrooms, bathroom, lounge, dining-room, kitchen, garage, swimming-pool and sunporch.

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 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 5 November 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. Theunissen/BZ3620.)

Case 1459/93

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

In the matter between **Boksburg City Council**, Judgment Creditor, and **S. J. van der Merwe** (4800644092),
Judgment Debtor

In execution of a judgment granted by the above Honourable Court, on 24 May 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 10 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 644, in the Township of Van Dykpark, held under Deed of Transfer T9228/1986, measuring 907 square metres, also known as 75 Olive Street, Van Dykpark.

Description: Brick construction under tile roof, three bedrooms, bathroom, lounge, dining-room, kitchen, double garage, store-room and swimming-pool.

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 5 November 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. Theunissen/BZ3432.)

Case 1410/93

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 **Keenan A.** (5800741078), Judgment Debtor, and **S. Keenan**, Second Defendant

In execution of a judgment granted by the above Honourable Court on 26 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 10 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 741, in the Township of Sunward Park Extension 2, held under Deed of Transfer T7850/87, measuring 1 322 square metres, also known as 12 Costellation Road, Sunward Park Extension 2, Boksburg.

Description: Five bedrooms, three bathrooms, lounge, dining-room, kitchen, two garages, servant's room, study, scullery and pool, 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 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 5 November 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. V. Manns/BZ3481.)

Case 7488/92

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 **Bowden AD**, (Account 6001101046), Judgment Debtor, and **D. A. Bowden**, Second Defendant

In execution of a judgment granted by the Honourable Court on 14 August 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 10 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 1101, in the Township of Atlasville Extension 1, held under Deed of Transfer T4455/91, measuring 1 001 square metres, also known as 33 Cockatoo Street, Atlasville Extension 1, Boksburg.

Description: Three bedrooms, two bathrooms, lounge, dining-room, kitchen, family-room, garage, carport and pool, 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 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 5 November 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Ref. V. Manns/BZ2156.)

Case 1111/93
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 **Gunguluza VD** (Account 5900550024), Judgment Debtor

In execution of a judgment granted by the above Honourable Court on 5 May 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 10 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 550, in the Township of Dawn Park Extension 2, held under Deed of Transfer T20043/1992, measuring 816 square metres, also known as 7 Inez Street, Dawn Park Extension 2, Boksburg.

Description: No property description available.

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 cash immediately after the sale. Guarantee for balance within 14 (fourteen) 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 5 November 1993.

Moodie, Moodie & Van Rensburg, Attorneys for Judgment Creditor, Legis Domus Building, 384 Trichardt Road, Boksburg; P.O. Box 26, Boksburg, 1460. [Tel. (011) 892-3050/1/2/3.] (Our ref. V. Manns/BZ3217.)

Case 16392/91

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 **Kevin Michael Mackinnon**, 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, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on 14 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 101 and its undivided share in the common property in the Sonneglanspark Sectional Title Scheme, area 78 square metres, situation Flat 65, Sonneglanspark Extension 16, Randburg.

Improvements (not guaranteed): A flat consisting of entrance-hall, two bedrooms, bathroom, kitchen, lounge/dining-room and a parking bay.

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

Dated at Johannesburg on 4 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 7154-019.)

Case 04269/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Cloete Leon Ernest**, First Defendant, and **Cloete Beulah 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 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 Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 203, Fleurhof Township, Registration Division IQ, Transvaal, measuring 838 m², held by the Defendants under Deed of Transfer T23543/1986, being 30 Smelt Avenue, Fleurhof, Florida.

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

The dwelling consists of lounge, dining-room, familyroom, study, two and a half bathrooms, four bedrooms, entrance-hall, scullery, servant's quarters, 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 building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg this 28th day of October 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z43389.) (Ref. Ms Erasmus/hs.)

**Case 14683/93
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 **B & O Investments and Building Contractors CC**, First Defendant, and **Baker Kevan Andrew**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 14 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, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg.

Erf 1907, Ferndale Extension 11 Township, Registration Division IQ, Transvaal, measuring 1 054 m², held by the Defendants under Deed of Transfer T39780/92, being 1907 West Street, Ferndale Extension 11.

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, dressing-room, 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 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.) (Account No. Z69484.) (Ref. Ms. Erasmus/cvdh.)

**Case 6768/92
PH 267**

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Espach Pieter Hendrik**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 14 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, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 1332, Jukskeipark Extension 6 Township, Registration Division IQ, Transvaal, measuring 1 300 m² held by the Defendant under Deed of Transfer T78205/90, being 16 Karbiet Street, Jukskeipark Extension 6, Randburg.

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

The dwelling consists of lounge, dining-room, study, three bedrooms, two bathrooms, kitchen, scullery, garage, w.c. 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 cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 24th day of October 1993.

Routledges Inc, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.Z44039.) (Ref. Ms. Erasmus/cvdm.)

Case 7515/93

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

In the matter between **United Bank** a division of ABSA Bank, Execution Creditor, and **D. P. Nel**, First Execution Debtor, and **D. Nel**, Second Execution Debtor

On 23 December 1993 at 10:00, a public auction will be held at the Sheriff's Office, 8 Park Street, Kempton Park, 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:

Certain: Section 10 as shown and more fully described on Sectional Plan SS50/78 in the building known as Leigh Hof in respect of the ground and building situate at Birchleigh Extension 9 Township Local Authority Town Council of Kempton Park, Registration Division IR, Transvaal, situate at 38 Leigh Hof, Vosloo Street, Birchleigh Extension 8, Kempton Park, measuring 139 (one hundred and thirty-nine) square metres, consisting of lounge, two toilets, kitchen, bathroom, two bedrooms, dining-room, garage, driveway, all under a tiled roof, surrounded by precast walls.

Subject to certain servitudes as held under Deed of Transfer ST61623/92.

The material conditions of sale are:

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

2. The price shall bear interest at the rate of 20% (twenty per centum) per annum.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the purchase price immediately after the sale and the balance of the purchase price and interest shall, within thirty (30) days of the 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 other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal) 1939 or any, amendment thereof or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenants, pass to the purchaser upon the sale being effected.

Dated at Kempton Park on this 16th day of November 1993.

M. J. Hertz, for Van Rensburg, Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park, 1620. (Tel. 970-1203.) (Ref. Mrs Button.)

Case 639/91

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Ramolete Daniel Tabole**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 8 May 1991, the following property will be sold in execution on 12 January 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 988, Kagiso Township, Registration Division IQ, Transvaal, in extent 256 (two hundred and fifty-six) square metres, for Residential purposes, held by the Defendant/s under Certificate of Registered Grant of Leasehold TL8243/1990, known as Erf 988, Kagiso Township, Krugersdorp, upon which is erected a single detached dwelling under iron and asbestos roof which consists of two bedrooms, dining-room and kitchen. The outbuildings comprise a single garage and two store-rooms. No guarantee is however given in respect of the foregoing description.

Terms: R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond-Louw & Heyl, Plaintiff's Attorneys, First Floor, Mutual and Federal Centre, 52 Von Brandis Street, Krugersdorp.

Saak 735/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **Stephanus Jesaja van Staden**, Verweerder

In uitvoering van 'n vonnis in bogenoemde Hof en 'n lasbrief vir eksekusie, gedateer 4 November 1993, sal die ondervermelde eiendom in eksekusie verkoop word op Vrydag, 17 Desember 1993 om 11:00, te die Landdroskantoor, Fochville aan die hoogste bieder:

Erf 1077/17, beter bekend as Muntstraat 71, Fochville, Registrasieafdeling IQ, Transvaal, groot 2 141 vierkante meter.

Verkoopvoorwaardes:

1. Die eiendom word verkoop sonder reserwe aan die hoogste bieder en verder onderhewig aan die bepalings van die Landdroshofwet en reëls en terme daarvan uitgevaardig, asook die bepalings van die Transportakte in soverre dit van toepassing mag wees.

2. Die volgende verbeterings is op die eiendom aangebring, 'n woonhuis met gewone buitegeboue, geen waarborg word gegee nie.

3. Die koopprijs sal soos volg betaalbaar wees, 10% (tien persent) van die koopprijs by ondertekening van die verkoopvoorwaardes. Die onbetaalde saldo plus rente daarop teen 'n koers van 16% (sestien persent) per jaar op die uitstaande saldo vanaf datum van korting tot datum van betaling van die saldo van die koopprijs binne 14 dae betaalbaar of gewaarborg te word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg.

4. Die volledige verkoopvoorwaardes wat op die dag van die verkoping deur die Balju uitgelees sal word mag by die Baljukantoor te Fochville, of die Eiser se prokureurs, Oosthuizen & Roeland, nagegaan word.

Geteken te Fochville op die 9de dag van November 1993.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Presidentstraat 51, Fochville 2515. (Tel. 2061/2.) (Verw. PPO/AVB/A8627.)

Case 3800/92

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

In the matter between **NBS Bank Ltd**, formerly known as Natal Building Society Ltd (Reg No. 87/01384/06), Plaintiff, and **Kim Investment & Agency CC**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 30 July 1992, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 10 December 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder.

All the right, title and interest in the leasehold in respect of the following erven situated in Vosloorus Extension 2 Township, 860, 862, 863, 872, 894, 897, 899, 908, 909, 951, 952, 961, 963, 965, 967, 968, 978, 992, 993, 998, 999, 1007 and 1011.

The following improvements are reported to be on the property, but nothing is guaranteed: All properties are vacant stands.

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, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Pierce/NG0874.)

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 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 all the right, title and interest in the leasehold in respect of Erf 13106, Vosloorus Extension 23 Township, Registration Division IR, Transvaal, situated on 13106, Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 350 (three hundred and fifty) square metres.

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

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 17th day of November 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7505/Mrs Pierce.)

Saak 6365/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOUD TE MIDDELBURG

In die saak tussen **Stadsraad van Middelburg**, Eiser, en **George Lowe Prop Trust CC**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning, gedateer 23 Desember 1992, sal die ondergenoemde eiendom verkoop word in eksekusie op Vrydag, 26 November 1993 om 10:00, by die Landdroshof, President Krugerstraat, Middelburg, Transvaal, aan die hoogste bieder:

Erf 959, Middelburg-uitbreiding 1-dorpsgebied, Registrasieafdeling JS, Transvaal, groot 4 461 (vierduisend vierhonderd een-en-sestig) vierkante meter, geleë te Jan Heynsstraat 6, Middelburg.

1. Die eiendom sal voetstoots verkoop word en sonder reserwe aan die hoogste bieder en sal die verkoping onderhewig wees aan die bepalinge van artikel 66 van die Landdroshofwet, 1944, soos gewysig.

2. Die verkoopprijs sal betaalbaar wees soos volg:

2.1 10% (tien persent) van die koopprijs op die dag van die verkoping.

2.2 Die onbetaalde balans tesame met die rente op die balanskoopsom gereken teen 'n koers van 16% (sestien persent) per jaar, gereken vanaf datum van die verkoping tot datum van registrasie van die eiendom in die naam van die koper sal betaal word of verseker word by wyse van 'n bank en/of bouverenigingwaarborg binne 21 (een-en-twintig) dae van datum van verkoping.

3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word:

4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R10 (tien rand).

4. Die volgende verbeterings is op die erf aangebring: 'n Woonhuis met buitegeboue.

5. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan dit reeds nou nagegaan word by die kantore van die Geregsbode, Totiusstraat, Middelburg, Transvaal.

Geteken te Middelburg op hede die 12de dag van November 1993.

G. J. du Plessis, vir Birman Boshoff & Du Plessis, Markstraat 22, Posbus 13, Middelburg, 1050. (Verw. mnr. Du Plessis/blt/D4399.)

Case 57736/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Petrus Rudolph de Villiers**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 14 December 1993 at 10:00:

(a) Section 5 as shown on Sectional Plan SS15/89, in the building Tricarrel, situated at Sunnyside, Pretoria Township, Pretoria City Council, measuring 83 (eighty-three) square metres and 12 square metres;

An exclusive use area described as Parking Bay P29, measuring 12 (twelve) square metres being part of the common property, comprising the land and building or buildings known as Tricarrel, situated at Sunnyside, Pretoria Township as shown and more fully described on Sectional Plan SS15/89, held under Deed of Transfer ST2016/93;

(b) An undivided share in the common property in the land and building held under Deed of Transfer ST16104/93, dated 26 February 1993, known as Flat No. 117, Tricarrel, 170 Jorissen Street, Sunnyside.

Particulars are not guaranteed.

Flat: Lounge, dining-room, kitchen, two and a half bedrooms and toilet and single carport.

Inspect conditions at Sheriff, Pretoria Central, Sinodale Centre, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x314.) (Ref. N1/B-379785/JAA/M. Oliphant.)

Saak 61687/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. J. Fox**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie, gedateer 18 Oktober 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju, Landdroshof, Pretoria Sentraal, geleë te Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 14 Desember 1993 om 10:00:

Deel 35 soos getoon en meer volledig beskryf op Deelplan SS85/88 in die skema bekend as Castor, geleë in die dorpsgebied Pretoria in die plaaslike owerheid van die Stadsraad van Pretoria, groot 114 (eenhonderd en veertien) vierkante meter, beter bekend as Castorwoonstelle 602, hoek van Andries en Loopstraat, Pretoria.

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie:

'n Drieslaapkamerwoonstel met badkamer, sitkamer, kombuis en onderdakparkering.

3. *Terme:* 10% (tien persent) van die koopprijs onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport en moet deur 'n bank of bougenootskap waarborg wees, welke waarborg binne 14 (veertien) dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju, Landdroshof, Sentraal.

Geteken te Pretoria.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR38061.)

Case 14603/93

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 **Lauper, Jorg Robert**, 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, Randfontein, at the office of the Magistrate, Pollock Street, Randfontein, on Friday, 17 December 1993 at 14:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Randfontein, at 40 Park Street, Randfontein:

Holding 67, Bootha Agricultural Holdings, Registration Division IQ, Transvaal, measuring 1,6654 (one comma six six five four) hectares, situated at 67 Road No. 9, Bootha, Randgate, Randfontein.

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

Brick dwelling with a tiled roof, consisting of lounge, family room, dining-room, kitchen, three bedrooms and two bathrooms.

Outbuildings consisting of six carports and store-room.

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).

Dated the 11th day of November 1993.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck & Barrett Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/4L270.)

Case 37415/91

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

In the matter between **United Bank Limited**, Plaintiff, and **Arthur Josiah van der Bank**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 14 December 1993 at 10:00, of:

Portion 4 of Erf 548, site in the Township of Arcadia, Registration Division JR, Transvaal, measuring 633 square metres, known as 375 Farenden Street, Arcadia.

Particulars are not guaranteed.

Dwelling with entrance-hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, pantry, two staff rooms and toilet.

Inspect conditions at Sheriff Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-387565(299475)/JAA/J. S. Herbst.]

Case 32891/91

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Moria du Preez** (formerly Moira Botha), Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 14 December 1993 at 10:00:

(a) Unit 14 as shown on Sectional Plan SS41/87 in the building Bloemhof, measuring 72 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST 41/87 (14)(UNIT), dated 9 March 1987; known as Flat 206, Bloemhof, 668 Schoeman Street, Arcadia.

Particulars are not guaranteed.

Flat: Lounge, kitchen, one and a half bedrooms and bathroom. Carport.

Inspection conditions at Sheriff Pretoria Central, Sinodale Centre, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 314.) (Ref. N1/B-371783/JAA/M. Oliphant.)

Saak 1107/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk**, Eiser, en **P. Skhosana**, Eerste Verweerder, en **T. F. Skhosana**, Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 1 April 1993 sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornewellweg 21, Evander, op Woensdag, 15 Desember 1993 om 12:00, aan die hoogste bieder, naamlik:

Erf 7381, Embalenhle-uitbreiding 11-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 425 (vierhonderd vyf-en-twintig) vierkante meter, gehou kragtens Akte van Transport TL79413/91.

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

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 2, Evander, besigtig word.

Geteken te Secunda hierdie 16de dag van November 1993.

E. J. Louw, vir Els Prokureurs, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/eh.)

Saak 18949/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Yskor Landgoed (Edms.) Beperk**, Eiser, en **Eckart Sunkel**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 12 Oktober 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Oos, op 15 Desember 1993 om 10:00, te Strubenstraat 142, Pretoria, verkoop:

Sekere Gedeelte 1 van Erf 441, geleë in die dorpsgebied Brooklyn, Registrasieafdeling JR, Transvaal, met straatadres te Charlesstraat 176, Brooklyn, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n metaaldak woning bestaande uit vier slaapkamers, sitkamer, bagasiekamer, eetkamer, familiekamer, twee badkamers en 'n kombuis. Daar is ook 'n woonstel bestaande uit slaapkamer, badkamer en kombuis. Die huis en woonstel moet nog voltooi word en is nog nie behoorlik afgewerk nie.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, te Strubenstraat 142, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. T. du Plessis/AN.)

Saak 18391/93

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

In die saak tussen **Yskor Landgoed (Edms.) Bpk.**, Eiser, en **Jan Carel Petrus Els**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogemelde saak op 5 Oktober 1993, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju vir die Hooggeregshof, Vanderbijlpark op 10 Desember 1993 om 10:00, te die hoofingang, Landdroskantoor, Generaal Hertzogstraat, Vanderbijlpark, verkoop:

Sekere: Erf 448, Vanderbijlpark, Central West-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, met straatadres bekend as Visserstraat 19, CW6, Vanderbijlpark, groot 604 (seshonderd-en-vier) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en motorhuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Suite C, Rietbokgebou 5, Gen Hertzogstraat, Vanderbijlpark.

Dyason Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. T. du Plessis/AN.)

Case 5942/91

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

In the matter between **Trust Bank** 'n Divisie van Bankorp Beperk, Plaintiff, and **M. R. Mohoto**, Defendant

In pursuance of a judgment in the Magistrate's Court of Brakpan, and writ of execution dated 3 March 1993, the property listed hereunder will be sold in execution on 15 December 1993 at 11:00, at the premises of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Stand 15075, Daveyton, Extension 3, held by Registration Division IR, Transvaal, measuring 486 square metres, held by Deed of Transfer TL25818/1985, the property is defined as a residential stand, situated at 15643 Daveyton.

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

Main building: One house. (No guarantee can be given).

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 Court's office.

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

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

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

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

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

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

Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Road, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Mr Janeke/sm/J2271/91.)

Case 367/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsibiso Tlali Lazarus Ramathibe**, Defendant

In pursuance of a judgment in the Magistrate's Court of Fochville, and writ of execution dated 4 May 1992, the following property will be sold in execution on 7 January 1994 at 11:00, at the Magistrate's Office, Kerk Street, Fochville, to the highest bidder, viz: All the Defendant's right, title and interest in and to his/her right of leasehold in respect of:

Erf 3299, Wedela Extension 1, Registration Division IQ, Transvaal, in extent 203 (two hundred and three) square metres, for residential purposes held by the Defendant under Certificate of Registered Grant of Leasehold TL59444/1991, known as Erf 3299, Wedela Extension 1, upon which is erected a detached single storey dwelling said to consist of two bedrooms, bathroom, kitchen and lounge/dining-room.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 cash or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Potchefstroom Magisterial District at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Potchefstroom Magisterial District, 71 Fifth Street, Fochville, and at the office of the Plaintiff's attorneys.

The Plaintiff is prepared to consider the granting of a bond to an approved purchaser.

Oosthuizen & Roeland, Plaintiff's Attorneys, 51 President Street, Fochville. (Ref. PPO/rs/A 6502.)

Case 5812/93

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

In the matter between **Unibank Limited**, Plaintiff, and **Raubenheimer, Mark Quinton**, Defendant

In execution of a judgment of the Supreme Court of South Africa, (Witwatersrand Local Division), in the above suit, a sale without a reserve price will be held at the office of the Sheriff, Randburg at 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg on Tuesday, 14 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, Randburg.

Erf 435, Sandowner Extension 7, Registration Division IQ, Transvaal, measuring 1 000 square metres, held by Deed of Transfer T43950/1989, also known as 6 Diamond Street, Sundowner, Extension 7.

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

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 minimum fee of R6 000 (six thousand rand). Minimum charge R100 (one hundred rand).

Sher & Ovsowitz, Plaintiff's Attorneys, Second Floor, Fortuna Building, 725 Fourth Street, Wynberg, Sandton, P.O. Box 392020, Bramley. (Tel. 786-2110.) (Ref. E. Scholtz/cp/2013.)

Case 17053/92

IN THE SUPREME COURT OF SOUTH AFRICA

In the matter between **The Trustees for the time being of the De Jong Development Bond Trust**, Plaintiff, and **W. de Jong Property Developments (Pty) Ltd**, 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, Sandton, at 36 Fourth Street, corner of Fourth Street and Third Avenue, Marlboro, Sandton at 11:00 on 8 December 1993 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer on site prior to the sale:

Erf 881, Marlboro Township, Registration Division IR, Transvaal, measuring 991 square metres, held by virtue of Title Deed T39646/1983 (36 Fourth Street or 11 Third Avenue, Marlboro).

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

Factory building with office block and ablutions.

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) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Moss-Morris Inc., Plaintiff's Attorneys, Eighth Floor, The Inner Court, 74 Kerk Street; P.O. Box 7066, Johannesburg. (Tel. 337-2121.) (Ref. P. Tindle.)

Case 4268/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bota Stephen Ramasehla**, First Defendant, and **Albina Mamiki Ramasehla**, Second Defendant

On 10 December 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwoort Street, Boksburg:

Certain right of leasehold in respect of Erf 20315, Vosloorus Extension 30, Registration Division IR, Transvaal, situated at 20315 Vosloorus Extension 30, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 17th day of November 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00853.)

KAAP • CAPE

Case 21110/93

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and, **W. M. Dickens**, First Defendant, and **Mrs M. C. Dickens**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Bellville, dated 13 October 1993, the following will be sold in execution on 20 December 1993 at 14:00, in front of the Magistrate's Court, for the District of Bellville, to the highest bidder:

Erf 8495, Parow, 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T74744/1989, situated at 38 Sixth Avenue, Ravensmead, Parow.

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, Bellville.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town.

Case 12212/92

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 **L. S. Tshotwana**, First Defendant, and **Mrs N. C. Tshotwana**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 7 January 1993, the following will be sold in execution on 15 December 1993 at 10:00, in front of the Magistrate's Court, for the District of Wynberg, to the highest bidder:

Erf 1719, Mandalay, 565 (five hundred and sixty-five) square metres, held by Deed of Transfer T17914/1992, situated at 68 Auber Avenue, Mandalay, 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 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, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 3219/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **Miss J. Stuurman**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 26 March 1993, the following will be sold in execution on 8 December 1993 at 10:00, in front of the Magistrate's Court, for the District of Wynberg, to the highest bidder:

Erf 1143, Weltevreden Valley, 350 (three hundred and fifty) square metres, held by Deed of Transfer T19776/90, situated at 28 Louise Crescent, Weltevreden Glen, 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 16,75% (sixteen comma seven 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, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 4947/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank Ltd**, Plaintiff/Execution Creditor, and **Michael Sydney Kok**, First Defendant/First Execution Debtor, and **Denise Kok**, Second Defendant/Second Execution Debtor

In pursuance of a judgment given in the Court of the Magistrate of Kuils River, and a writ of execution dated 28 September 1993, a sale in execution will take place on Friday, 10 December 1993 at 09:30, at Magistrate's Court, Kuils River, at 29 Northumberland Street, Bellville, of:

Certain: Erf 365, Blue Downs, in the Local Area of Lower Kuils River 1, Administrative District of Stellenbosch, measuring 522 (five hundred and twenty-two) square metres, held by the Execution Debtor under Deed of Transfer T30109/88.

The property is a single-storey dwelling of brick walls under tiled roof, comprising approximately three bedrooms, lounge, kitchen, bathroom and toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. 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 Kuils River who shall be the auctioneer.

Dated at Cape Town this 25th day of October 1993.

MacCallums, for T. A. Goldschmidt, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/SW.)

Case 29230/90

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

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and **Stanley Joseph Paulsen**, Defendant

The following property will be sold in execution, voetstoots and without reserve to the highest bidder, at the Court Steps, Wynberg, on 15 December 1993 at 10:00:

Erf 1748, Mandalay, Cape Division, in extent 480 (four hundred and eighty) square metres, also known as 70 Dickens Drive, Mandalay.

Conditions:

1. The following information is furnished, but not guaranteed:

Single dwelling of brick walls under a tiled roof consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 4th day of November 1993.

D. P. Smit, for Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Third Floor, Norwich Life Centre, Protea Road, Claremont.

Case 23953/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Colleen Leclos**

The following property will be sold in execution at the site of the property, 132 Raats Drive, Newbury, Table View, Cape, on Tuesday, 14 December 1993 at 12:30, to the highest bidder:

Erf 14165, Milnerton, in extent 609 square metres, held by T14886/1992, situated at 132 Raats Drive, Newbury, Table View, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, three bedrooms, bathroom/toilet and shower-toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 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 Riebeeck Street, Cape Town. (Ref. D3U0402/gl.)

Case 1156/92
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 **Angus Marsh Bernard Daniels**, First Defendant, and **Dorothea Ilona Daniels**, 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 42 Kipling Avenue, Mandalay, on Wednesday, 29 December 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg.

Erf 300, Mandalay, in the Local Area of Mandalay, Cape Division, in extent 740 square metres, and situated at 42 Kipling Avenue, Mandalay.

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

A 376 square metre dwelling consisting of a lounge, dining-room, study, kitchen, five bedrooms, shower, two bathrooms with water closet, water closet with shower and a 158 square metre outbuilding consisting of two garages, two carports, two servants' quarters, water closet with shower and a bathroom.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

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

Dated at Cape Town this 11th 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/cf/S580/1696.)

Case 11468/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus Alfred Daba, married in community of property to Noorange Eunice Daba

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 5460, Khayelitsha, in the City Council of Lingeletu West, Administrative District of the Cape, in extent 189 square metres, situated at Z33 Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos roof consisting of approximately two bedrooms, dining-room, kitchen, bathroom and w.c.

Date of sale: 14 December 1993 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of 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, Wynberg.

Dated at Mitchells Plain the 8th day of November 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 16814/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Sindile Jackson Tsana and Sandiswa Valentia Tsana

In pursuance of a judgment dated 16 June 1993, and an attachment on 23 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, 10 December 1993 at 14:15:

Erf 371, Motherwell NU4, in the Administrative District Uitenhage, in extent 220 (two hundred and twenty) square metres, situated at 52 Bikana Street, Motherwell NU4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court - North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 4% (four per centum) are also payable on date of sale.

Dated: 8 November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 29031/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited versus Similo Solomon Sobebe

In pursuance of a judgment dated 19 October 1992, and an attachment on 24 November 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, 10 December 1993 at 14:15:

Site 13321, kwaFord Stage II, situated at 22 Peter Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court - North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 4% (four per centum) are also payable on date of sale.

Dated: 8 November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff *versus* **Theunis Daniel Kotze**, First Defendant, and **Charlene Johanna Kotze**,
Second Defendant

In pursuance of a judgment dated 4 August 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, 10 December 1993 at 15:00:

"Gedeelte 116 ('n gedeelte van Gedeelte 33) van die plaas Chelsea 25, in die administratiewe distrik Port Elizabeth, groot 1,8097 (een komma agt nul nege sewe) hektaars", situated at Erf 116, Chelsea, Old Seaview Road, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a double storey, detached, brick dwelling under an asbestos roof, consisting of two bedrooms, two bathrooms, lounge, dining-room, study, kitchen and swimming-pool.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R100 plus VAT are also payable on date of sale.

Dated at Port Elizabeth on this 11th day of November 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 16105/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Protea Finance (Pty) Limited**, Plaintiff, and **Denver William Damon**, First Defendant, and
Tina Lorren Damon, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, and a warrant of execution dated 17 August 1993, the following property will be sold in execution on 15 December 1993 at 09:15, in front of the Kuils River Magistrate's Court, Van Riebeeck Road, Kuils River, to the highest bidder:

Certain Erf 5892, Blue Downs, measuring 248 square metres, known as 66 Lynette Close, Brentwood Park, Blue Downs.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds, in so far as these are applicable.

2. The following improvements on the property have been reported, but nothing is guaranteed: Zoned special Residential.

3. **Terms:** The purchase price shall be paid as per ten per centum (10%) thereof on the signing of the conditions of sale, and the unpaid balance together with interest thereon at the rate stipulated in the First Mortgage Bond, registered against the property to date of payment, within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

4. **Conditions:** The full conditions of sale will be read by the Sheriff of the Court, Kuils River, immediately prior to the sale, and may be inspected at his office, Kuils River, and at the offices of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

Dated at Johannesburg on this 28th day of October 1993.

E. A. Ronbeck, for Bredell & Murray, Plaintiff's Attorneys, Document Exchange, 38 Shortmarket Street, Cape Town; Docex 204, Johannesburg. [Tel. (012) 462-4744] (Ref. Z. Bakker/380/D40.)

Case 16770/93

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 **S. Daniels**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 8 December 1993 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 1070 (portion of Erf 1020), Weltevreden Valley, 350 (three hundred and fifty) square metres, held by Deed of Transfer T44873/89, situated at 45 Denise Circle, Weltevreden Glen, 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 10% (ten per cent) 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 centum) 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 23/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BATHURST GEHOU TE PORT ALFRED

In die saak tussen **Saambou Bank Beperk**, Eiser, en **3 Atherstone Gardens BK**, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik van Bathurst en 'n eksekusie lasbrief gedateer 5 November 1993 sal die ondergemelde eiendom verkoop word op 17 Desember 1993 om 10:00, by ondergemelde eiendom sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Landdros, Port Alfred:

(a) Deel 3 (drie), soos aangetoon en volledig beskryf op Deelplan SS68/1990, in die skema bekend as Atherstone Gardens, ten opsigte van die grond en gebou of geboue geleë te Port Alfred, munisipaliteit Port Alfred, van welke deel die vloeroppervlakte, volgens voormelde deelplan 112 (eenhonderd en twaalf) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens Transportakte ST12425/92, geregistreer op 1 Oktober 1992, bekend as Atherstone Gardens, Atherstone-weg, Port Alfred.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Deeltitel eenheid - steenmuur met teëldak bestaande uit sitkamer/eetkamer, kombuis, badkamer, toilet en drie slaapkamers. Buitegeboue bestaande uit motorhuis.

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Landdros, Port Alfred, sowel as by die kantore van die Eiser se prokureurs.

Gedateer te Port Alfred op hierdie 9de dag van November 1993.

Haycock & De Klerk, Eiser se Prokureurs, Van der Rietstraat 44, Port Alfred. (Verw. mnr. de Klerk/1763.)

Saak 22/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BATHURST GEHOU TE PORT ALFRED

In die saak tussen **Saambou Bank Beperk**, Eiser, en **2 Atherstone Gardens BK**, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Bathurst, en 'n eksekusie lasbrief gedateer 5 November 1993, sal die ondergemelde eiendom verkoop word op 17 Desember 1993 om 10:00, by ondergemelde eiendom sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Landdros, Port Alfred:

(a) Deel 2 (twee), soos aangetoon en volledig beskryf op Deelplan SS68/1990, in die skema bekend as Atherstone Gardens, ten opsigte van die grond en gebou of geboue geleë te Port Alfred, munisipaliteit Port Alfred, van welke deel die vloeroppervlakte, volgens voormelde deelplan 112 (eenhonderd en twaalf) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens Transportakte ST12424/92, geregistreer op 1 Oktober 1992, bekend as Atherstone Gardens, Atherstone-weg, Port Alfred.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Deeltitel eenheid - steenmuur met teëldak, bestaande uit sitkamer/eetkamer, kombuis, badkamer, toilet en drie slaapkamers. Buitegeboue bestaande uit motorhuis.

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Landdros, Port Alfred, sowel as by die kantore van die Eiser se prokureurs.

Gedateer te Port Alfred op hierdie 9de dag van November 1993.

Haycock & De Klerk, Eiser se Prokureurs, Van der Rietstraat 44, Port Alfred. (Verw. mnr. de Klerk/1762.)

Saak 8421/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Eskom**, Eiser, en **Hercheal Graeme Arendse**, Eerste Verweerder, en **Jeanette Arendse**, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Maandag, 20 Desember 1993 om 12:30, op die plek te Jakarandastraat 11, Scottsville, Kraaifontein:

Restant van Erf 510, Kraaifontein, in die munisipaliteit Kraaifontein, groot 495 vierkante meter, gehou deur die Verweerdere kragtens Transportakte T61621/1988, gedateer 24 Oktober 1988.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 15% (vyftien persent) per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit twee slaapkamers, sitkamer, eetkamer, badkamer en kombuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandweg 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 10de dag van November 1993.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Case 29849/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH**

In the matter between **NBS Bank Ltd**, Plaintiff, and **Keith May**, First Defendant, and **Baheejah Abrahams**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 5 October 1993, and a writ of execution dated 7 October 1993, the property listed hereunder will be sold in execution of 10 December 1993 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 13539, Bethelsdorp, Municipality and Division of Port Elizabeth, measuring 450 (four hundred and fifty) square metres, situated at 27 Armeria Crescent, Bethelsdorp, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey brick under tile private, detached dwelling with fitted carpets, lounge, kitchen, dining-room, three bedrooms, bathroom, w.c with fenced boundary.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per centum (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus eighteen per centum (18%) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 4th day of November 1993.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Case 15223/91**IN THE MAGISTRATE'S COURT OF WYNBERG HELD AT WYNBERG**

Nedcor Bank Ltd versus **Kenneth Sithethi Nyakaza**, married in community of property to **Agnes Ntombizodwa Nyakaza**

The property: All right, title and interest in the leasehold in respect of Erf 146, Guguletu, situated in the area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, 2 Uluntu Drive, Guguletu, in extent 215 (two hundred and fifteen) square metres.

Improvements (not guaranteed): Single dwelling, asbestos roof, two bedrooms, lounge, kitchen, bathroom, toilet and hand-basin.

Date of sale: 14 December 1993 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions of sale: 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.

Dated: 2 November 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 5685/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Ltd**, formerly trading as Natal Building Society, Plaintiff, and **Tolo Douglas Solani**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 20 August 1993, and writ of execution dated 26 August 1993, the right of leasehold in and to the property listed hereunder will be sold in execution on Friday, 10 December 1993 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 1293, Motherwell, NU6 Phase 2, Administrative District of Uitenhage, measuring 286 (two hundred and eighty-six) square metres, situated at 28 Kwane Street, Motherwell, NU 6, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey block under tile private, detached dwelling with parquet floors, lounge/dining-room, kitchen, three bedrooms, bathroom and w.c.

Material conditions of sale:

1. The right of leasehold in and to the property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the certificates of Registered Grant of Leasehold, in so far as these are applicable.

2. Ten per centum (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus eighteen per centum (18%) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Port Elizabeth this the 4th day of November 1993.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Saak 1016/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **United Bank**, Eiser, en **Nicolaas van Dyk**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te Taeping Place 6, Plettenbergbaai, op Woensdag, 15 Desember 1993 om 12:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju, voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 2714, Plettenbergbaai, geleë in die munisipaliteit van Plettenbergbaai, afdeling Knysna, ook bekend as Taeping Place 6, Plettenbergbaai, groot 1 045 (eenduisend vyf-en-veertig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T59433/1988, registreer op 12 Oktober 1988.

Die eiendom is onverbeter.

Terme: Die koper sal 10% (tien per centum) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju, terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

L. D. Y. Booysen, Prokureurs vir Eiser, Claude Reid, United-gebou, Sesde Verdieping, Maitlandstraat; Posbus 277, Bloemfontein.

Case 8309/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **The Standard Bank of South Africa Limited**, Execution Creditor, and **Henricus Johannes Becker**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 7 October 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 13 December 1993 at 11:00:

Erf 3537, Brackenfell in the Municipality of Brackenfell, Stellenbosch Division, in extent 792 (seven hundred and ninety-two) square metres.

Street address: 3 Impala Street, Ruwari, Brackenfell.

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, one and a half bathrooms, kitchen, dining-room, TV-room, lounge, braai, swimming-pool, double garage and granny flat.

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 office of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows:

10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,75% (fifteen comma seven five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 29 October 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

SALE IN EXECUTION
Nedcor Bank Limited versus Ingrid Celeste Gould

Wynberg, Case 32300/92.

The property: Erf 62927, Cape Town at Lansdowne, in the City of Cape Town, Cape Division (18 Drift Road, Kenwyn).

In extent: 496 square metres.

Improvements (not guaranteed): Double storey dwelling, brick walls, slate roof, three bedrooms, lounge, dining-room, kitchen, bathroom, three w.c.s' and outside entertainment room with zinc roof.

Date of sale: 13 December 1993 at 12:00.

Place of sale: 18 Drift Road, Kenwyn.

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.

Dated: 26 October 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 5418/93
IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mzukisi William Ndwalaza**, First Defendant, and **Nomtshaba Angelina Ndwalaza**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth dated 22 March 1993, the property listed hereunder will be sold in execution, on Friday, 10 December 1993 at 14:15, at the front entrance to the New Law Courts, North End, Port Elizabeth to the highest bidder and for cash:

All the Defendant's right, title and interest in the leasehold in respect of Erf 4716, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, measuring 276 (two hundred and seventy-six) square metres, situated at 229 Indwe Street, Motherwell NU3, Port Elizabeth.

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

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

Brown Braude & Vlok, Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Case 913/93
IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **United Bank**, a division of ABSA Bank Limited, Judgment Creditor, and **Derek Charles Houston**, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 23 July 1993, the following property will be sold in execution, at the Court-house, on Friday, 10 December 1993 at 09:30, to the highest bidder:

Certain Erf 2770, Kleinvlei, in the Local Area Kleinvlei, Division of Stellenbosch, in extent 483 (four hundred and eighty-three) square metres, held by Deed of Transfer T34071/91, also known as 4 Amundsen Street, Kleinvlei, Eerste River.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom/w.c. and suite.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16,75% (sixteen comma seven five per centum) per calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office.

S. G. Hoffman, Swart & Meyer, United Building Society, 31 Lady Grey Street, Paarl. (Ref. Z. K. Meyer.)

Case 8115/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank Limited, Plaintiff, and **The Trustees for the time being of Taisa Trust, T638/922**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Malmesbury, and writ of execution dated 29 September 1993, the following property will be sold in execution, at the site of the property, 10 Pelican Parade, Melkboschstrand, 7441, on Tuesday, 14 December 1993 at 10:00, to the highest bidder:

Certain: Erf 1172, Melkboschstrand, in the Area of the Local Council of Melkbosstrand, Division of the Cape, in extent 1 120 (one thousand one hundred and twenty) square metres, held by Deed of Transfer T83883/92, also known as 10 Pelican Parade, Melkboschstrand, 7441.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising an entrance-hall, lounge, dining-room, family room, study, laundry, four bedrooms, two bathrooms/w.c./shower, kitchen and double 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 14 (fourteen) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this 26th 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 Z20149.)

Case 10868/92

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 **Paul Douglas Barends**, First Defendant, and **Iris Millicent Barends**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 12 October 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Friday, 17 December 1993 at 09:00, to the highest bidder:

Certain: Erf 2776, Eerste River, in the Local Area of Melton Rose, Stellenbosch Division, in extent 369 (three hundred and sixty-nine) square metres, held by Deed of Transfer T50122/89, also known as 21 Tarpon Close, Silwood Heights, 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, three bedrooms, bathroom, shower 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 14 (fourteen) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this 1st day of November 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 W14886.)

Case 6485/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and **Allister Leon Dyers**, First Defendant, and **Valerie Ursula Dyers**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 24 June 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Friday, 17 December 1993 at 09:00, to the highest bidder:

Certain: Erf 1115, Gaylee, in the Melton Rose Local Area, Stellenbosch Division, in extent 250 (two hundred and fifty) square metres, held by Deed of Transfer T49947/87, also known as 78 Dennewere Drive, Dennewere Blackheath, 7581.

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 cent) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent Creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this 2nd day of November 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 Z19820.)

Case 10572/93

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 **Patrick William John Muller**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 14 September 1993, the following property will be sold in execution, at the site of the property, 7 Welgegund Street, Brackenfell, 7560, on Friday, 17 December 1993 at 13:00, to the highest bidder:

Certain: Erf 9932, Brackenfell, in the Municipality of Brackenfell, Stellenbosch Division, in extent 258 (two hundred and fifty-eight) square metres, held by Deed of Transfer T35454/93, also known as 7 Welgegund Street, Brackenfell, 7560.

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 14 (fourteen) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this 9th day of November 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 Z21438.)

Case 30160/93

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

In the matter between **Rand Stretcher Building Supplies (Pty) Limited**, Plaintiff, and **A. Toffie**, Defendant

The undermentioned property will be sold in execution by public auction at the mortgaged premises on Tuesday, 14 December 1993 at 12:00, to the highest bidder, namely:

Erf 7111, portion of Erf 1131, Grassy Park, in the Local Area of Grassy Park, Division of the Cape, in extent 544 square metres, held by Deed of Transfer T9258/76, situated at 2 Solomons Avenue, Grassy Park.

1. The following improvements on the property are reported, but nothing is guaranteed, namely: A single dwelling built of brick walls under a tiled roof comprising of three bedrooms, kitchen, lounge, bathroom, toilet, garage and maids quarters.

2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of bank or building society guaranteed cheque 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.

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, 7-9 Electric Road, Wynberg.

Dated at Claremont this the 2nd day of November 1993.

T. M. Chase, for Buchanan Boyes Thompson Smithers Inc., 12 Brooke Street, Claremont. (Tel. 61-1151.)

Case 10922/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****ABSA Bank Limited, trading as Allied Bank, versus Nadia Davis**

The following property will be sold in execution by public auction held at 10 Mossop Street, Eerste River, to the highest bidder on 15 December 1993 at 10:00:

Erf 5708, Eerste River, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 378 (three hundred and seventy-eight) square metres, held by Deed of Transfer T50753/90, situated at 10 Mossop Street, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Entrance-hall, dining-room, lounge, kitchen, three bedrooms 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 1st day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 32368/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****Nedcor Bank Limited versus Rudewaan Osman**

The property: 928, Mitchells Plain, in the Municipality of Cape Town, Division Cape.

In extent: 208 square metres.

Situated at: 1 Grape Close, Westridge, Mitchells Plain.

Improvements (not guaranteed): Double storey dwelling built with bricks under a tiled roof consisting of approximately three bedrooms, kitchen, lounge, toilet and bathroom.

Date of sale: 14 December 1993 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per centum) deposit in cash or by bank cheque on the day of 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, Wynberg.

Dated at Mitchells Plain the 2nd day of November 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 60899/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****Nedcor Bank Limited versus Sefton Morley Wicomb**

The property: Erf 17563, Mitchells Plain, in the Municipality of Cape Town, Division Cape.

In extent: 227 square metres.

Situated at: 8 Molteno Close, Portlands, Mitchells Plain.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos roof consisting of approximately three bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 14 December 1993 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per centum) deposit in cash or by bank cheque on the day of 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, Wynberg.

Dated at Mitchells Plain the 2nd day of November 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Saak 8823/89

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **E P Bouvereniging**, Eiser en **Ismail Essop**, Eerste Verweerder en **Aisha Essop**, Tweede Verweerder

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof, gedateer 30 Januarie 1990, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 9 Desember 1993 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 6209, Kimberley, geleë in die Stad en distrik van Kimberley, groot 518 (vyfhonderd-en-agtien) vierkante meter, geregistreer in die naam van die Verweerder en verbind onder Verbandakte B237/1988, ook bekend as Stokroosstraat 16, Kimberley.

Voorwaardes:

1. Betaling van 10% (tien persent) van die koopprijs in kontant op datum van veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank of bouverenigingswaarborg en welke waarborg binne tien (10) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% (vyf persent) van die bruto koopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 8ste dag van November 1993.

Engelsman, Benade & Van der Walt, Prokureurs vir Eiser, Tweede Verdieping, Nedbankgebou, Chapelstraat, Posbus 609, Kimberley, 8300. (Tel. 2-8134.) (Verw. B. Benade/zlr/EP36.)

Saak 284/93

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

In die saak tussen **ABSA Bank Beperk**, voorheen handeldrywende as Bankorp Beperk, tans handeldrywende as Trustbank, Eiser, en **Johannes Renier Vermaak**, Verweerder

Op 28 Januarie 1994 om 11:00, sal 'n openbare verkoping gehou word by die kantoor van die Balju van die Landdroshof Bredasdorp, te Kerkstraat 57, Bredasdorp, by welke geleentheid die Balju van die Landdroshof, volgens die vonnis van die Hof in hierdie geding, lasbrief vir eksekusie uitgereik ingevolge daarvan en Eks-kutorale beslaglegging en daarvolgens sal verkoop die eiendom bekend as:

Sekere Erf 1317, Struisbaai woongebied, Registrasieafdeling IR, Transvaal, geleë te Marlynstraat 34, Struisbaai, groot 500 (vyfhonderd) vierkante meter, gehou kragtens Titellakte T59757/1984.

Verbeterings: Die eiendom bestaan uit onbeboude perseel met water en Evkom elektrisiteit (nie gewaarborg nie).

Wesentlike Terme:

1. Onmiddellik na die verkoping moet die koper 'n deposito van 10% (tien persent) tesame met Balju kommissie betaal en die balans asook rente moet binne 14 (veertien) dae na die verkoopdatum betaal word of gewaarborg word by wyse van onvoorwaardelike of goedgekeurde bank en/of bouvereniging waarborg/e aan die Balju van die Landdroshof en/of enige ander persoon of persone as wat hy mag bepaal by oordrag van die eiendom aan die verkoper.

2. Die koopprijs sal rente dra teen die koers van tyd tot tyd ingevolge van die verband oor die eiendom gehou deur die Eiser van 24,5% (vier-en-twintig komma vyf persent) per jaar was op die tydstip van die voorbereiding van die voorwaardes van datum van verkoping tot datum van betaling.

3. Die koper sal besit en okkupasie van die eiendom verkry, onderhewig aan die bestaande reg van huurders, onmiddellik na die verkoping.

4. Die volledige terme en voorwaardes van die geregtelike verkoping sal ter insae wees by die kantore van die Balju van die Landdroshof Bredasdorp.

Gedateer te Alberton op hierdie 5de dag van November 1993.

L. F. van Deventer, vir Badenhorst-Malan, Tweede Verdieping, Stadsgebou, Forestraat, Alberton, 1450; Posbus 136130, Alberton-Noord, 1456. (Tel. 907-2121/2.) (Faks. 907-2175.) (Verw. ICS/IW/T354/92.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Judgment Creditor, and
Keith Ernest Williams, Judgment Debtor

In pursuance of judgment granted on 23 September 1992, in the Somerset West Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 14 December 1993 at 11:00, at 39 Watson Way, Raithby, to the highest bidder:

Description: Erf 39, Raithby, in the local area of Raithby Division of Stellenbosch, in extent two thousand two hundred and ninety-four (2 294) square metres.

Postal address: 39 Watson Way Raithby.

Improvements: With a dwelling thereon.

Held by the Defendant in his name under Deed of Transfer T63293/90.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the 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, Church Street, Somerset West.

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.]

Saak 8573/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOUD TE UITENHAGE

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk** (Reg. No. 05/01225/06)
Eksekusieskuldeiser/Eiser, en **Eric Ollewagen** (I.D. No. 4902015127007), Eksekusieskuldenaar/Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Uitenhage, gedateer 8 November 1993, in bogemelde aangeleentheid sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word, sonder reserwe op 10 Desember 1993 om 11:00 voor die Landdroskantoor, Uitenhage, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid, Cuylerstraat 45, Uitenhage, en/of te Le Roux Cubitt & Cronjé, Blenheimhuis, Bairdstraat 4, Uitenhage, en wat deur die Balju vir die Landdroshof, Uitenhage-Suid, voor die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderhewig aan die bepalinge van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die akte van transport asook die verkoopvoorwaardes.
2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Baksteen onder teëldak, sitkamer, drie slaapkamers (hoofslaapkamer en-suite), addisionele badkamer met aparte toilet en kombuis met aparte opwasplek. *Buitegeboue:* Enkelmotorhuis, motorafdak, twee bediendekamers, buite-toilet en swembad.
3. Een tiende van die koopprijs sal betaal word in kontant by ondertekening van die verkoopvoorwaardes en die balans, tesame met rente soos gevra in die Eerste Verbandakte geregistreer teen die eiendom betaalbaar met 'n bank- of bouverenigingstjek of waarborg binne (tien) 10 dae vanaf datum van koop.

Eiendom: Sekere stuk grond in die munisipaliteit en afdeling van Uitenhage.

Erfnommer: 5966 Uitenhage.

Grootte: 1 753 m².

Transportakte nommer: T45512/88, gedateer 8 Augustus 1988.

Geleë te: Dunnweg 37, Uitenhage.

Geteken te Uitenhage op hierdie 9de dag van November 1993.

Le Roux Cubitt & Cronjé, Prokureurs vir Eksekusieskuldeiser/Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage. (Verw. EVN/mev. Hayes/Inv/mk/F01406.)

Saak 30146/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Mveliso Ngomane**, Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusie lasbrief gedateer 6 November 1992, sal die ondergemelde eiendom verkoop word op 17 Desember 1993 om 14:15 by die nuwe Geregtshof, Noordeinde, Port Elizabeth, sonder reserve aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth Suid:

Erf 1504, Fairview, in die munisipaliteit en afdeling van Port Elizabeth, groot 875 (agthonderd vyf-en-sewentig) vierkante meter, ook bekend as Pineweg 60, Overbaakens, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 5de dag van November 1993.

Rohan Greyvenstein, vir Greyvensteins (Ingelyf), St George Huis, Parkrylaan 104, Port Elizabeth. (Ref. R. Greyvenstein/sh/Z6094.)

Case 293/92

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **The Trustee for the time being of the Gardiner Garlicks Trust**, Defendant

In pursuance of a judgment of the above Honourable Court dated 15 April 1993, and an attachment in execution dated 6 May 1993, the following property will be sold at the foyer of the AA Mutual Building, Central, Port Elizabeth, by public auction on 10 December 1993 at 15:00:

Erf 31, Kabega, situated in the Municipality and Division of Port Elizabeth, in extent 17297 (one seven two nine seven) hectares: the physical address being: Devon Road, Kabega Park, Port Elizabeth.

Erf 32, Kabega, situated in the Municipality and Division of Port Elizabeth, in extent 17743 (one seven seven four three) hectares: the physical address being: Montrose Road, Kabega Park, Port Elizabeth.

Erf 34, Kabega, situated in the municipality and division of Port Elizabeth, in extent 17368 (one seven three six eight) hectares: the physical address being: Montrose Road, Kabega Park, Port Elizabeth.

While nothing is guaranteed is it understood that the property is a double-storey dwelling under thatched roof measuring 402,6 (four nought two comma six) square metres being: Lounge, dining-room, study, TV-room, snooker room, five bedrooms, two bathrooms, three w.c.'s, three showers, kitchen and laundry. *Outbuildings* consisting of: Three garages, three carports, servant's room, w.c. *Other*: Earth dam, Sanitation - Septic Tank, Lighting - Municipality.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff of the Supreme Court, Port Elizabeth or at Plaintiff's attorneys.

1. *Terms*: Ten per centum (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 centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum of R6 000 (six thousand rand) with a minimum of R100 (one hundred rand) plus VAT] are also payable on date of sale.

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

Goldberg & De Villiers, Plaintiff's Attorneys, University Chambers, 26 Bird Street, Port Elizabeth. (Mr D. Botha/zcd).

Case 32223/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mandisa Trudy Gaba**, Defendant

In pursuance of a judgment dated 16 November 1992, and an attachment on the 9 December 1992, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 10 December 1993 at 2:15:

Erf 1596, Motherwell, NU6, Administrative District of Uitenhage, in extent 330 (three hundred and thirty) square metres, situated at 32 Mbedlana Street, Motherwell, NU6.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty one (21) days of sale. Sheriff's charges 4% (four per centum) are also payable on the day of the sale.

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

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 30596/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mxolisi Lison Mapithsa**, Defendant

In pursuance of a judgment dated 6 October 1993, and an attachment on 8 November 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 10 December 1993 at 2:15:

Erf 1132, Motherwell, Administrative District of Uitenhage, in extent 333 (three hundred and thirty-three) square metres, situated at 26 Kwa-Manube Street, Motherwell, NU6.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled roof, consisting of three bedrooms, bathroom, dining-room, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty one (21) days of sale. Sheriff's charges four per centum (4%) are also payable on date of sale.

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

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 9452/92

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 **Philip Derick Davids**, First Defendant, and **Juleiga Davids**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 19 October 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Friday, 17 December 1993 at 09:00, to the highest bidder:

Certain Erf 526, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 341 (three hundred and forty-one) square metres, held by Deed of Transfer T10806/92, also known as 39 Walstadt Street, Silversands, 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 calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office.

Dated at Bellville on 8 November 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 W14362.)

Case 9866/92

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 **Ivan John Davids**, First Defendant, and **Isabelle Davids**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 8 October 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Friday, 17 December 1993 at 09:00, to the highest bidder:

Certain Erf 2816, Kleinvlei, in the Local Area of Blue Downs, Stellenbosch Division, in extent 572 (five hundred and seventy-two) square metres, held by Deed of Transfer T38556/91, also known as 14 Columbus Street, Kleinvlei, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

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

A dwelling comprising 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 per calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 8 November 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 W14502.)

Case 4791/92**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 **Joseph Anthony Loots**, First Defendant, and **Denise Jessica Loots**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 27 August 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Friday, 17 December 1993 at 09:00, to the highest bidder:

Certain Erf 4835, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 347 (three hundred and forty-seven) square metres, held by Deed of Transfer T71924/91, also known as 34 Stinkhout Street, Forest Village, Blue Downs, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the 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 calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office.

Dated at Bellville on 5 November 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 W12868.)

Saak EL265/91**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Oos-Londen Rondgang Plaaslike Afdeling)

In die saak tussen **Boland Bank Beperk**, Eiser, en **Annemarie Kacnis**, Verweerder

Kragtens 'n vonnis wat op 9 Julie 1991, toegestaan is en 'n lasbrief wat op sterkte daarvan uitgereik is, sal die ondergelde eiendom in eksekusie verkoop word op 13 Desember 1993 om 10:00, by die kantoor van die Balju te Downingstraat 11A, King William's Town, naamlik:

Erf 400 (gedeelte van Erf 383), Breidbach, munisipaliteit en afdeling King William's Town, groot 21,6197 (een-en-twintig komma ses een nege sewe) hektaar.

Die eiendom word sonder 'n reserweprys verkoop, dit is onverbeter en die volledige verkoopvoorwaardes sal by die veiling deur die afslaer voorgelees word en dit lê intussen ter insae by die kantoor van die Balju te Downingstraat 11A, King William's Town.

Dateer te Oos-Londen hierdie 9de dag van November 1993.

Russell Esterhuizen Nel & De Klerk, Eiser se Prokureurs, Grahamweg 8, Southernwood, Oos-Londen. (Tel. 43-3073) (Verw. mnr. F. J. Esterhuizen/ew/BB0806.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Domaine Konstruksie BK**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 17 Desember 1993 om 12:00, op die onderskeie persele:

1. Erf 12748, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 247 (tweehonderd sewe-en-veertig) vierkante meter.
2. Erf 12749, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 277 (tweehonderd sewe-en-sewentig) vierkante meter.
3. Erf 12750, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 253 (tweehonderd drie-en-vyftig) vierkante meter.
4. Erf 12759, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.
5. Erf 12760, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.
6. Erf 12761, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 362 (driehonderd twee-en-sewentig) vierkante meter.
7. Erf 12762, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.
8. Erf 12763, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.
9. Erf 12764, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.
10. Erf 12765, Kraaifontein, in die munisipaliteit Kraaifontein, administratiewe distrik Paarl, groot 252 (tweehonderd twee-en-vyftig) vierkante meter.

Almal gehou kragtens Transportakte T44397/92 en onderhewig aan die voorwaardes daarin vermeld.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.
2. Een tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 17,25% (sewentien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.
3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Almal is oop erwe.

Buitegebou: Geen.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville/Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 9de dag van September 1993.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case 07274/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **A. Heesakkers**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and a warrant of execution dated 5 October 1993, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Wednesday, 15 December 1993 at 10:00:

Certain Erf 1656, Kimberley, situated in the Municipality and City of Kimberley, measuring 901 (nine hundred and one) square metres, held by Deed of Transfer T2211/1990, also known as 24 Neale Street, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: Entrance-hall, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom and toilet.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale, the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

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

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

Saak 1507/91

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **Stadsraad van Standerton**, Eiser, en **H. Barnard**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros te Standerton, en lasbrief vir eksekusie tot geregtelike verkoping gedateer 11 November 1991, sal die ondergemelde onroerende eiendom per publieke veiling op 29 Desember 1993 om 10:00, te die Balju, Landdroshof, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word naamlik:

Restant van Erf 502, Meyerville, Registrasieafdeling HS, Groot 3 520 vierkante meter, leë erf gedeeltelik omhein met betonmure en draad.

Die verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Caledonstraat 17, Standerton. Die verkorte voorwaardes van verkoop is die volgende:

1. 10% (tien persent) van die koopprys in kontant op die dag van die verkoping.
2. Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.
3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenis ookal eerste mag plaasvind.

Geteken te Standerton op hede die 9de dag van November 1993.

Van Heerden Schoeman, Prokureurs vir Eiser, Phoenixgebou, Burgerstraat, Posbus 39, Standerton, 2430. [Tel. (01331) 2-5211.] (Verw. M. Hattingh/NT/INV/IS0938.)

Case 1507/91

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

In the matter between **Town Council of Standerton**, Plaintiff, and **H. Barnard**, Defendant

In terms of a judgment in the Magistrate's Court of Standerton, and a warrant of execution dated 11 November 1991, the undermentioned immovable property will be sold by public auction on 29 December 1993 at 10:00, at the Sheriff of the Magistrate's Court, 17 Caledon Street, Standerton, to the highest bidder, namely:

Extent of Erf 502, Meyerville, Registration Division HS, measure 3 520 square metres, open stand, partly fenced with concrete walling and fencing.

The conditions of sale will lie for inspection at the Sheriff of the Magistrate's Court, at 17 Caledon Street, Standerton. The basic conditions of the sale are shortly the following.

1. 10% (ten per cent) of the purchase price on the date of sale in cash.
2. The balance of the purchase price against registration of transfer and to be guaranteed within 60 (sixty) days from date of sale.
3. Occupation will be given to the purchaser 30 (thirty) days after payment of the cash deposit or by payment of the full purchase price, which event might take place first.

Signed at Standerton on the 9th day of November 1993.

Van Heerden Schoeman & Partners, Attorneys for Plaintiff, Phoenix Building, Burger Street, Standerton, 2430. [Tel. (01331) 2-5211.] (Ref. M. Hattingh/NT/COLL/IS0938.)

Case 27919/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and **Thomas Alfred Taylor and Olivia June Taylor**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 14 December 1993 at 15:00:

Erf 8909, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 736 square metres, also known as 13 Crane Street, Table View.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling.
2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 5th day of November 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 19097/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Omnitec Power Systems Cape (Pty) Ltd**, Plaintiff (Execution Creditor), and **Mr F. R. Fleurs**,
Defendant (Execution Debtor)

In pursuance of a judgment given in the above Honourable Court on 8 July 1993 and a writ of execution, dated 8 July 1993, a sale in execution will take place on Wednesday, 15 December 1993 at 10:00, at the Court-house, Wynberg, Cape:

Certain Erf 44338, Mitchell's Plain, in the Municipality of Cape Town, Cape Division, otherwise known as 4 St Helena Street, Wave Crest, Strandfontein, in extent 336 (three hundred and thirty-six) square metres, held by the Execution Debtor under Deed of Transfer T7714/1989.

The property consists of single dwelling built of brick walls under tiled roof consisting of lounge, three bedrooms, kitchen, bathroom, toilet and simple garage.

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 Wynberg.

Dated at Cape Town this 10th day of November 1993.

Gregory Charnock, for Gregory Charnock & Partners, Execution Creditor's Attorneys, D Sonwyck, Third Floor, 101 Main Road, Green Point, 8001.

Case 3046/91

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

Nedcor Bank Limited versus Frances Mohamed

The property Erf 461, Bishop Lavis Township Extension 3, situated in the Cape Division, Province of the Cape of Good Hope, 37 16th Street, Sydneyvale, Bishop Lavis, in extent 481 square metres.

Improvements (not guaranteed): Single dwelling, brick walls, asbestos roof, lounge, kitchen, three bedrooms, bathroom, separate toilet and garage.

Date of sale: 15 December 1993 at 11:30.

Place of sale: Goodwood Magistrate's Court.

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, Goodwood.

Date: 9 November 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 10570/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and **Nicolaas Barend Lindes**,
Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 20 September 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 23 December 1993 at 10:00:

Erf 4957, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, in extent 496 (four hundred and ninety-six) square metres.

Street address: 84 Muller Street, Kraaifontein.

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: Four bedrooms, bathroom, toilet, kitchen, lounge, dining-room 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 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 9th day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 12286/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, Allied Bank Division, Execution Creditor, and **Norman Bentner Patterson**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 18 March 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 Kuils River, to the highest bidder on 17 December 1993 at 09:00:

Erf 9369, Brackenfell, in the Local Area of Scottsdene, Stellenbosch Division, in extent 360 (three hundred and sixty) square metres.

Street address: 15 Cordega Road, Northpine, Brackenfell.

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: Kitchen, lounge, bathroom, toilet, three bedrooms, carport and tiled roof.

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 Magistrates' 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 17,25% (seventeen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 9th day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 10294/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Gavin Francis Solomons**, First Execution Debtor, and **Michelle Cheryl Solomons**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 16 September 1992 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 Kuils River, to the highest bidder on 17 December 1993 at 09:00:

Erf 4265, Eerste River, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 411 (four hundred and eleven) square metres.

Street address: 2 Turban Crescent, Constantia Park, Eerste River.

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: 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, 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 18,5% (eighteen comma five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 9th day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 7390/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Limited**, United Bank Division, Execution Creditor, and **Jacobus le Keur**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 28 July 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Kuils River, to the highest bidder on 17 December 1993 at 09:00:

Erf 6416, Blue Downs, in the Local Area of Blue Downs, Stellenbosch Division, in extent 311 (three hundred and eleven) square metres.

Street address: 15 Lynx Street, Electric City, Eerste River.

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, 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, 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 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 9th day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 45454/92

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 **Mogamat Sedick Brown**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 28 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 15 December 1993 at 10:00:

Erf 3540, Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 469 (four hundred and sixty-nine) square metres.

Street address: 148 Third Avenue, Grassy Park.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Single dwelling with brick walls under a slate roof consisting of five bedrooms, two kitchens, two lounges, two toilets, two bathrooms, servants' quarters, consisting of bathroom, toilet, kitchen and bedroom.

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 19,5% (nineteen comma five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 9th day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 11779/93

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 **Dirk Mostert Neethling**, 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 57 Buitendag Street, Monte Vista on Tuesday, 28 December 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Sheriff of the Supreme Court, 29 Northumberland Road, Bellville, 7530:

Erf 807, Goodwood, in the Municipality of Goodwood, Cape Division, in extent 1 262 square metres, and situated at 57 Buitendag Street, Monte Vista.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 218 square metre dwelling, consisting of a lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms, single garage, swimming-pool and servant's room with toilet and wash basin.

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 12th day of November 1993.

William D. Inglis, Plaintiff's Attorney, 53 Church Street, Cape Town. [Tel. (012) 22-2084.]

Saak 793/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **NBS Bank Beperk**, Eiser, en **A. en G. C. Hofmeester**, Verweerders

Eiendom geleë te Symphonylaan 183, Daljosaphat, Paarl.

Ingevolge 'n vonnis van die Landdroshof te Paarl, gedateer 6 Maart 1992, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Symphonylaan 183, Daljosaphat, Paarl, per publieke veiling te koop aangebied op 20 Desember 1993 om 10:00:

Erf 16644, Paarl, ook bekend as Symphonylaan 183, Daljosaphat, Paarl, afdeling Paarl, groot 250 vierkante meter, gehou kragtens Transportakte T17407/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Paarl, 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 21% (een-en-twintig persent) per jaar op die balans van die koopprys, vanaf die verkoop 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 veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Paarl, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer die 10de dag van November 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EHN168.)

Case 10753/92

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

In the matter between **Adfin (Pty) Ltd** (trading as Rand Trust), Plaintiff, and **Sherizaan Casim** (married in community of property to **Arashaad Cassim**, Defendants

In execution of the judgment of the Magistrate's Court of Wynberg, in the above matter, a sale will be held on Tuesday, 14 December 1993 at 10:00, in front of the Magistrate's Court, Wynberg:

Erf 71, Mitchells Plain, situated in the Municipality of Cape Town, Cape Division, extent 420 (four hundred and twenty) square metres, held by Deed of Transfer 11862/1990, also known as 70 Ajax Way, Woodlands, Mitchells Plain.

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. The highest bidder shall be the purchaser, subject to the provision of section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance with interest at the rate of 29,04% (twenty-nine comma four per cent) per annum from the date of sale to the date of registration of transfer, to be secured by a bank or building society guarantee, approved by the Judgment Creditor, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The transfer shall be effected by the attorneys for the Judgment Creditor and the purchaser shall pay all transfer costs including transfer duty, current rates, taxes and other charges necessary to effect transfer, upon request by the Judgment Creditor's attorneys.

4. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Court, Wynberg.

Dated at Cape Town this 10th day of November 1993.

A. G. M. van Rensburg, for Adfin (Pty) Ltd, trading as Rand Trust, Third Floor, Standard Bank, ABC Building, 130 Adderley Street, Cape Town.

Case 3040/93

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

In the matter between **ABSA Bank Limited** (trading as United Bank), Plaintiff, and **David Witbooi**, and **Maria Witbooi**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 20 December 1993 at 11:00:

Erf 18139, Paarl, in the Municipality and Administrative District of Paarl, in extent 342 square metres, also known as 12 Knolvlei Street, Riverside Park, Paarl.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, two bedrooms, kitchen 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 12th day of November 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 31841/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and **Clive Henry Heyns**, First Defendant, and **Patricia Heyns**, Second Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 14 December 1993 at 11:30:

Erf 19364, Cape Town at Rugby, in the Municipality of Cape Town, Cape Division, in extent 715 square metres, also known as 14 Hussar Street, Rugby.

Conditions:

1. The following information is furnished, but not guaranteed:

Dwelling:

2. Payment: Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 11th day of November 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 14823/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of S.A. Ltd** (formerly Barclays National Bank Ltd), Plaintiff, and **Miles Koeberg**, First Defendant, and **Magdalena Koeberg**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 22 December 1992, the undermentioned property will sold in execution at Kuils River on Wednesday, 15 December 1993 at 12:00:

Erf 594, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, measuring 882 (eight hundred and eighty-two) square metres, and comprising a house with asbestos roof, three bedrooms, lounge, kitchen, bathroom, toilet and double garage. Known as 24 Colstan Road, Kuils 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 currently 16% (sixteen per cent) 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 at his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 4th day of November 1993.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorney, 154 Voortrekker Road, Parow. (Ref. R. Price/cj.)

Case 12681/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus The Executor of the Estate Late: Fezekile Petrus Nyaqela 241/91

The Property: All right, title and interest in the leasehold for residential purposes in respect of Erf 24376, Khayelitsha, in the City Council of Lingeletu West, Administrative District of the Cape, in extent 348 square metres, situated at 45 Galaxy Crescent, Ikwezi Park, Khayelitsha.

Improvements (not guaranteed): One single dwelling built with bricks under an asbestos tiled roof, consisting of approximately three bedrooms, dining-room, kitchen, bathroom and w.c.

Date of sale: 14 December 1993 at 10:00, at the Magistrate's Court of Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per cent) deposit in cash or by bank cheque on the day of 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, Wynberg.

Dated at Mitchells Plain the 10th day of November 1993.

Pincus Matz Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 5023/92
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 **Michael Frederick Hendricks**, First Defendant, and **Lilian Georgine Hendricks**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial), in the above-mentioned suit, a sale without reserve will be held at 75 Sixth Avenue, Belgravia Estate, Athlone, on Wednesday, 29 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, 7800.

Erf 35036, C0.

Erf 35036, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent 496 square metres, and situated at 75 Sixth Avenue, Belgravia Estate, Athlone.

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

A 160 square metre main dwelling, consisting of an entrance-hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, bathroom with water closet, two water closets and a 31 square metre dwelling consisting of a garrage.

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 15th day of November 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorney, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/CF/S712/1884.)

Case 6832/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

In the matter between **Tiger Tiles (Pty) Ltd**, Judgment Creditor, and B. D. Bullock, trading as Bullock Construction, Judgment Debtor

The following property described hereunder will be sold at 4 Bullock Street, Northpine, on Tuesday, 21 December 1993 at 11:45, viz:

Certain piece of land situate at Brackenfell in the Divisional Council of Stellenbosch, being Erf 9219, measuring 512 (five hundred and twelve) square metres, held by the execution Debtor under Deed of Transfer T17403/1991 (dated 25 March 1991), popularly known as 4 Bullock Road, Northpine.

The property consists of vacant land.

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 centum (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 18,5% (eighteen comma five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

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.

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.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120) (Ref. L. G. Rood/dc/C773.)

Case 34907/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

ABSA Bank Limited, trading as Allied Bank *versus* **Anthony W. Petersen**

The following property will be sold in execution by public auction held at Wynberg Court-house, to the highest bidder, on 15 December 1993 at 10:00:

Erf 2261, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Division, in extent 395 (three hundred and ninety-five) square metres, held by Deed of Transfer T81507/91, situated at 7 Wimbledon Crescent, London Village.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

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 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 3rd day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 13499/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Albert August and Beverley August**

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, to the highest bidder, on 15 December 1993 at 10:00:

Erf 539, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 301 (three hundred and one) square metres, held by Deed of Transfer T31552/89, situated at 1 Filbert Crescent, The Leagues, Weltevreden 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 kitchen, lounge, three bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest 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 3rd day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 4207/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Jean Jacques Theron**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Worcester dated 23 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 14 December 1993 at 11:00:

Erf 14472, a division of Erf 588, Worcester in the Municipality and Division of Worcester, in extent 265 (two hundred and sixty-five) square metres.

Street address: 2A Napier Street, Worcester.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed:

Lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and bathroom/w.c./shower.

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, Stockenströmstraat 32D, Worcester.

4. Payment shall be effected as follows: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per 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 9 November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 7307/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOUD TE PORT ELIZABETH

In die saak tussen **Khayeletu Home Loans (Pty) Limited**, Eiser, en **Nomvula Julia Hadi**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 17 Desember 1993 om 14:15, voor die Hoofingang van die Nuwe Gereghouse, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1004 NU7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL491/90, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 29715/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Ntwana Kholokholo**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 17 Desember 1993 om 14:15, voor die Hoofingang van die Nuwe Gereghowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 2069 NU 7 Phase 2 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1342/91, grootte 257 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 39111/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Ayanda Kulwa**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 17 Desember 1993 om 14:15, voor die Hoofingang van die Nuwe Gereghowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1905 NU 7 Phase 7 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1754/90, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 18664/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Joseph Letiyana**, Eerste Verweerder, en **Thembeke Joyce Letiyana**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 17 Desember 1993 om 14:15, voor die Hoofingang van die Nuwe Gereghowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 78 NU 9, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2148/91, grootte 303 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 1584/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Madoda Maxwell Mlinda**, Eerste Verweerder, en **Cikizwa Mavu Mlinda**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 17 Desember 1993 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 990 NU 4 Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL981/89, grootte 254 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 8772/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Bongani Ntebe**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 17 Desember 1993 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 10276, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief T3401/91, grootte 312 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 8768/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Stoffel Jackson Plaatjies**, Eerste Verweerder, en **Annie Plaatjies**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 17 Desember 1993 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 618 NU 7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2592/90, grootte 260 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stutting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 18666/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Malibongwe Elvis Simka**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Gereghouse, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 65 NU 3, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3808/89, grootte 237 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stutting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 1982/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Lungile David Qeque**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Gereghouse, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 145, NU 3, Phase 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1260/90, grootte 240 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stutting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 7306/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Pumlile Happiness Qengwa**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Gereghouse, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1158, NU 6, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1418/91, grootte 264 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 39106/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Thabo Molaoti**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1906, NU 7, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3011/90, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 37493/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mxolisi Matthews Nquphe**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 2060, NU 7, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL103/91, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 1971/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mxolisi Patrick Mabukana**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 899, NU 7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1009/90, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 21561/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Elliott M. Valela**, Eerste Verweerder, en **Bukeka V. Valela**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1044, NU 4, Motherwell, tesame met die verbeterings of geboue daarop, geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1237/89, grootte 286 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 7313/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Zolile Michael Tom**, Eerste Verweerder, en **Vuyelwa Rebecca Tom**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1116, NU 9, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1829/91, grootte 276 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 18662/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mncekeleli Matthews Vena**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 865, NU 7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3388/90, grootte 171 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 37489/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Nzimeni Emmett Kilani**, Eerste Verweerder, en **Nompumemelo Grissel Kilani**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 362, NU 5, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied van Motherwell, gehou kragtens Grondbrief TL3961/88, grootte 291 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 6801/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **F. C. Madinda**, Eerste Verweerder, en **R. M. Madinda**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 961, NU3, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3140/88, grootte 240 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 31143/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Pat Dye**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 265, NU 5, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL556/91, grootte 324 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 27048/90

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalathu Home Loans (Pty) Limited**, Eiser, en **Thandiwe Makhuluma**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Gereghouse, Noordeinde, Port Elizabeth per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1011, NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1923/87, grootte 298 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 39108/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited**, Eiser, en **Fuyisizwe E. Mvinjelwa**, Eerste Verweerder, en **N. M. Mvinjelwa**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Gereghouse, Noordeinde, Port Elizabeth per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 993, NU 6, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief 993/1, grootte 327 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 34336/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayalethu Home Loans (Pty) Limited**, Eiser, en **Mpumelelo Errol Ngcelwane**, Eerste Verweerder, en **N. J. Ngcelwane**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Gereghouse, Noordeinde, Port Elizabeth per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1235, NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1582/89, grootte 282 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stutting Delpport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 18670/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Nkosinati Abelton Ntsana**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1094, NU 7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1879/91, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stutting Delpport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 1599/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Xolilizwe Saki**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 151, NU 3, Phase 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL903/90, grootte 224 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stutting Delpport Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 37484/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Fumanisile M. Scritsh**, Eerste Verweerder, en **Nombulelo E. Scritsh**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1580, NU 4, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL3550/90.

Grootte: 313 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 37499/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Themblisile F. Sibeko**, Eerste Verweerder, en **N. Bessie Sibeko**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 653, NU 3, Phase 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2088/89, grootte 298 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 22316/89

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Melikaya Sitsholwana**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 319, NU 6, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL1425/88, grootte 200 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 34343/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Lungisa Swendu**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op 17 Desember 1993 om 14:15, voor die hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 860, NU 9, Phase 2, Motherwell, tesame met die verbeterings of geboue daarop geleë in die dorpsgebied Motherwell, gehou kragtens Grondbrief TL2041/91, grootte 240 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Case 4059/93

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 **Jo-Anne Shirley Goodwill**, First Defendant, and **Margaret van Rooyen**, 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 4 Craig Road, Lakeside, on Wednesday, 15 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, Simon's Town, 121 St George's Street, Simon's Town:

Erf 85897, Cape Town, at Muizenberg, in the Municipality of Cape Town, Cape Division, measuring 720 (seven hundred and twenty) square metres, held by Deed of Transfer T62013/91, also known as 4 Craig Road, Lakeside (hereinafter referred to as the property).

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Entrance-hall, lounge, dining-room, study, four bedrooms, bathroom/w.c., w.c./shower, garage and domestic quarters. There is also a swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within (14) 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 on the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Cape Town this 9th day of November 1993.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/36444.)

Saak 34285/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Mzimkulu Petros Hoboshe**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 17 Desember 1993 om 14:15, voor die Hoofingang van die Nuwe Geregshowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 731, NU7, Motherwell, tesame met die verbeterings of geboue daarop geleë in die Motherwell-dorpsgebied, gehou kragtens Grondbrief TL2544/90, grootte 278 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 15476/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **John Bekapi**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 17 Desember 1993 om 14:15, voor die Hoofingang van die Nuwe Gereghowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 1001 NU 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die Motherwell-dorpsgebied, gehou kragtens Grondbrief TL3449/90, grootte 240 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 31142/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE PORT ELIZABETH

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Thobile Knizzet Dike**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 17 Desember 1993 om 14:15, voor die Hoofingang van die Nuwe Gereghowe, Noordeinde, Port Elizabeth, per publieke veiling deur die Balju, Port Elizabeth, verkoop word:

Erf 66, NU6, Phase 1, Motherwell, tesame met die verbeterings of geboue daarop geleë in die Motherwell-dorpsgebied, gehou kragtens Grondbrief TL2120/89.

Grootte: 327 vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 11de dag van November 1993.

Bezuidenhout Van Zyl Ing., p.a. Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth. [Tel. (041) 56-1160.]

Saak 2821/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Pieter Smit de Villiers**, Eiser, en **Mogamat Adiel Sultan**, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot uitwinning, sal die ondervermelde onroerende eiendom deur die Balju van die Hooggeregshof vir die distrik Strand per Openbare Veiling verkoop word op Woensdag, 15 Desember 1993 om 10:00, by die perseel van die onroerende eiendom, te wete Sewende Straat 1, Firgrove:

Die onroerende eiendom verkoop te word, word soos volg omskryf:

Seker die Restant van Erf 86, Firgrove, geleë in die Plaaslike Gebied Macassar, afdeling Stellenbosch, groot 577 (vyfhonderd sewe-en-sewentig) vierkante meter, gehou kragtens Transportakte T40451/1987.

Op die onroerende eiendom wat te koop aangebied word is 'n baksteengebou met asbesdak. Die hoofgebou bestaan uit die volgende:

Twee sitkamers uitgevoer met teëls en matte, kombuis met teëls, vyf slaapkamers met matte, drie badkamers met teëlvloere en toilet.

Die blytegeboue bestaan uit die volgende: Buitekwartiere met slaapkamer, badkamer en toilet. Enkelgarage.

Voormelde eiendom is beswaar met die volgende verbande:

- (a) B42787/1989 ten gunste van Dubrovnik Properties (Edms.) Beperk.
- (b) B43667/1987 ten gunste van SA Perm.

Veilingvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalings van die Wet op Hooggeregshoue No. 59 van 1959. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van voormelde wet.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne veertien (14) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.

3. Verder meer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Boland Bankgebou, Hoofweg, Strand.

Geteken te Bellville op hede die 18de dag van November 1993.

C. S. Meynhardt, vir Danie Siebrits, ou Paarlweg 7, Bellville.

Case 2699/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited versus *The executor of estate late Mkanyele Sombunjana*, married in community of property to **Liziwe Getrude Sombunjana**

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 28160, Khayelitsha, in the City Council of Lingeletu West, Administrative District of the Cape.

In extent: 246 square metres.

Situated at: 7 Ngaba Crescent, Nobuhle, Khayelitsha.

Improvements (not guaranteed): Single dwelling built with bricks under an asbestos tiled roof, consisting of approx two bedrooms, dining-room, kitchen, bathroom and w.c.

Date of sale: 14 December 1993 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: 10% (ten per centum) deposit in cash or by bank cheque on the day of 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, Wynberg.

Dated at Mitchells Plain the 12th day of November 1993.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk Town Centre, Mitchells Plain.

Case 1164/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Limited, Plaintiff versus **Vukile Lennox Pono**, Defendant

In pursuance of a judgment dated 21 July 1993, and an attachment, the following immovable property will be sold in the foyer of the AA Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 17 December 1993 at 15:00:

Erf 1435, Kwamagxaki in the Administrative District of Uitenhage, in extent 286 (two hundred and eighty-six) square metres, situated at 34 Cetu Street, Kwamagxaki, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under a tile roof consisting of three bedrooms, one and a half bathrooms, lounge, dining-room, kitchen and outbuildings of 35 square metres. The building in total 106 square metres.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspect at the Sheriff's Office, Fifth Floor, AA Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by the Plaintiff's attorneys to be furnished with 21 days of sale. Sheriff's charges 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R100 plus VAT area also payable on date of sale.

Dated 19 November 1993.

Theo Kitshoff, Plaintiff's Attorneys, 14 Trafalgar Square, North End, Port Elizabeth. (Ref. Mr S. Watts.)

Case 37384/93

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

In the matter between **ABSA Bank Ltd**, Judgment Creditor, and **Shaeda Mareldia Fredericks**, Judgment Debtor

The following property will be sold in execution by Public Auction held at Wynberg Court, to the highest bidder on 15 December 1993 at 10:00:

Description: Erf 10698, Grassy Park, situated in the local area of Grassy Park, Cape Division, in extent four hundred and eighty seven (487) square metres. *Postal Address:* 6 Ernest Curry Road, Grassy Park. *Improvements:* Dwelling: Four bedrooms, kitchen, lounge, two bathrooms and two toilets. Held by Deed of Transfer T29480/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of sixteen per centum (16%) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow in this the 10th day of November 1993.

Van Niekerk H. C., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 14090/93

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

In the matter between **The Body Corporate of Solyet Court**, Execution Creditor, and **M. C. Schronen**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town, and writ of execution dated 18 May 1993, the following property will be sold in execution, at the site of the property at 4 Solyet Court, Selous Road, Claremont, on Tuesday, 14 December 1993 at 12:00, to the highest bidder:

Certain: (a) Section 7 as shown and more fully described on Sectional Plan SS 232/1988, in the scheme known as Solyet Court, in respect of the land and building or buildings situated at Claremont in the Municipality of Cape Town, Cape Division, of which section the floor area according to the Sectional Plan is 68 (sixty-eight) square metres.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, held by Deed of Transfer AR1541/1992 (7) (Unit), also known as 4 Solyet Court, Selous Road, Claremont.

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: Sectional title unit built of brick walls and tiled roof, consisting of two bedrooms, kitchen, lounge, toilet and bathroom.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 24% (twenty-four per centum) per annum calculated on the amount of the Judgments Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within (14) fourteen days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Schneider Shargey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. N. Shargey/tl.)

Saak 370/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Standard Bank van Suid-Afrika**, Eiser, en **Petrus Gerhardus van Wyk Kruger**, Verweerder

Neem kennis dat kragtens 'n vonnis in hierdie Agbare Hof toegestaan is die volgende eiendom per geregtelike veiling te koop op 3 Desember 1993 om 10:00, te die Landdroeskantoor, Kuruman, naamlik:

Sekere resterende gedeelte van die plaas Gamodisa 712, geleë in die afdeling Kuruman, groot 1944,9692 (een nege vier vier komma nege ses nege twee) hektaar, op die volgende voorwaardes, naamlik:

1. Dat die verkoopvoorwaardes onmiddellik voor die verkoping voorgelees sal word.

2. Dat die verkoopvoorwaardes beskikbaar is by die kantoor van die Balju te Kerkstraat, Kuruman.

3. Dat minstens 10% (tien per centum) van die verkoopprijs betaal word.

4. Dat die balans van die verkoopprijs deur die koper gewaarborg word binne 14 (veertien) dae na datum van die veiling.

Geteken te Kuruman op hierdie 10de dag van November 1993.

P. C. van Jaarsveld, Balju, Posbus 10, Kuruman, 8460.

Case 3131/93

IN THE MAGISTRATE'S COURT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Ltd, trading as Allied Bank versus **Theodore Phillip Naude**

The following property will be sold in execution by Public Auction held at 9 Huising Street, Somerset West, to the highest bidder on 14 December 1993 at 14:30:

Erf 1996, Somerset West, situated in the Municipality of Somerset West, Division of Stellenbosch, in extent 793 (seven hundred and ninety-three) square metres, held by Deed of Transfer T42032/88, situated at 9 Huising Street, Somerset West.

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, 63 Victoria Street, Somerset West.

2. The following information is furnished but not guaranteed: A semi-detached double storey building used as offices with a double garage.

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 15,25% (fifteen comma twenty-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 4th day of November 1993.

Buchanan Boyes Thomson Smithers Inc, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 7151/91

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

In the matter between **WM Spilhaus & Co. (WP) (Pty) Ltd**, Judgment Creditor, and **Joubert Konstruksie**, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Paarl and writ of execution dated 26 August 1993, the following property will be sold in execution, at the premises, on Monday, 13 December 1993 at 10:00, to the highest bidder:

Certain Erf 139, Le Roux, in the Municipality Franschhoek, Division of Paarl, in extent 681 (six hundred and eighty-one) square metre, held by Deed of Transfer T27601/1982, also known as corner of La Terra de Luc Farm Road and Main Road, Franschhoek, Paarl.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

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

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 18,5% (eighteen comma five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office.

S. G. Hoffman, Swart & Meyer, United Building Society, 31 Lady Grey Street, Paarl. (Ref. Z. K. Meyer.)

Saak 2727/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **Allied Bank**, Eiser, en **C. J. Basson**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vryburg gehou te Vryburg in bogemelde saak, sal 'n verkoping op Vrydag, 17 Desember 1993 om 10:00, gehou word voor die Landdroskantoor (Hofgebou), De Kockstraat, Vryburg, op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder naamlik:

Sekere Erf 907, Vryburg, geleë in die munisipaliteit Vryburg, afdeling Vryburg, groot 1 089 vierkante meter, gehou kragtens Transportakte T930/84, onderhewig aan die voorwaardes van titel.

Verbeterings: 'n Woonhuis bestaande uit ingangsportaal, eetkamer, kombuis, vyf slaapkamers, twee badkamers en buitegeboue bestaande uit bediendekamer met toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Bode van die Hof. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg binne 10 (tien) dae na afloop van die veiling.

Die voorwaardes van die verkoping kan in die kantoor van die Bode van die Hof tydens kantoorure besigtig word.

Venter, Booysen & Ferreira, De Kockstraat 27, Vryburg.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nachama Mendelowitz**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 18 August 1992, the following property will be sold in execution on Wednesday, 15 December 1993 at 12:00, to the highest bidder at the site of the property, 18 Watsonia Road, Simon's Town:

Certain Erf 1869, Simon's Town, in the Municipality of Simon's Town, Cape Division, in extent 694 (six hundred and ninety-four) square metres, held by Deed of Transfer T55999/1983, also known as 18 Watsonia Road, Simon's Town.

Consisting of: Double storey dwelling under tiled roof comprising three bedrooms, open plan kitchen/dining-room/lounge and bathroom.

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:* 10% (ten per centum) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of their being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek this 11th day of November 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

NATAL

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and **Johann Cronje Stegmann**, in his capacity as Trustee, First Defendant, **Johan Cronje Stegman**, Second Defendant, and **Estelle Catherina Stegmann**, Third Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, on 28 April 1993, and the warrant of execution issued pursuant thereto, the immovable property described as:

(a) Section 2, as shown and more fully described on Sectional Plan SS196/89, in the building or buildings known as Travelodge, situated at Subdivision 2 of Lot 967, Port Edward, of which the floor area, according to the said sectional plan is 63 (sixty-three) square metres in extent, situated at Owen Ellis Drive, Port Edward;

(b) an undivided share in the common property in the land and building or buildings and held under Certificate of Registered Sectional Title ST196/89[2] Unit.

Will be sold in execution on Friday, 17 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) 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 dwelling (doctors rooms) consisting of two consulting rooms, waiting-hall, reception office, toilet, bath and shower.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. C. E. Breytenbach/LG/A153.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **ABSA Bank Limited**, trading as Allied Bank, Plaintiff, and **Johann Cronje Stegmann**, in his capacity as Trustee, First Defendant, **Johan Cronje Stegman**, Second Defendant, and **Estelle Catherina Stegmann**, Third Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, on 21 April 1993, and the warrant of execution issued pursuant thereto, the immovable property described as:

(a) Lot 13, Port Edward, situated in Port Edward Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 043, and situate in Ramsay Avenue, Port Edward;

Will be sold in execution on Friday, 17 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) 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 dwelling under brick and asbestos, consisting of double garage, store-room, lounge, shower, toilet, bathroom, three bedrooms and separate room. No outbuildings.

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. C. E. Breytenbach/LT/A163.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Cynthia Thandi Molefe**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division, on 27 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 Glencoe in front of the Magistrate's Court, Justice Street, Glencoe, Natal, on Friday, 10 December 1993 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the sheriff and may be inspected at his office at 29 De Beer Street, Glencoe, Natal, namely:

Remainder of Lot 1847 Glencoe, situated in the Borough of Glencoe and in Thukela Joint Services Board Area, Administrative District of Natal, in extent two thousand one hundred and thirteen (2 113) square metres, which property is physically situated at 21A Kemp Street, Glencoe, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T4085/1993.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single storey dwelling-house brick under metal consisting of a lounge, dining-room, kitchen, two bedrooms, bathroom and toilet. There is an outbuilding consisting of two staffrooms, two bathrooms, toilet and two garages.

Zoning: The property is zoned for special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 8th day of November 1993.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 13510/93

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

In the matter between **Ronnie Ricky Smerdon**, First Execution Creditor, **Petheni Eunice Smerdon**, Second Execution Creditor, and **Thombi Gertrude Mbambo**, Execution Debtor

In pursuance of a judgment granted by the above Honourable Court dated, 13 July 1993, the following immovable property will be sold in execution on 10 December 1993 at 11:00, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 354 (of 307) of Lot 1254, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, measuring two hundred and nineteen (219) square metres.

The following information is furnished regarding the property but is not guaranteed: An attached cottage comprising of a bedroom, kitchen and outside toilet.

The property is situated at 16 Peach Road, Woodlands, 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 Creditor's 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 3rd day of November 1993.

M. E. Cajee, for Cajee & Associates, Plaintiff's Attorney, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/GM.)

Case 2295/93

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

In the matter between **Windows Delite**, Plaintiff, and **Munsami Govender**, Defendant

In pursuance of a judgment in the above Honourable Court dated 3 June 1993, and an attachment made by the Sheriff of the aforesaid Court, in terms of a warrant of execution issued in terms of the said judgment, the undermentioned property will be sold by the Sheriff of the aforesaid Court, Chatsworth on Tuesday, 14 December 1993 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: Subdivision 538 (of 337) of Chat 7, 14780, situated in the City of Durban, Administrative District of Natal, in extent two hundred and eighteen (218) square metres.

Postal address: 67 Road 707, Montford, Chatsworth.

Improvements: Semi detached double-storey block under asbestos roof dwelling comprising of three bedrooms, lounge, dining-room, kitchen, with built in cupboards, toilet and bathroom.

Mortgage Bond:

1. Mortgage Bond B20222/1990, in favour of Nedperm Bank for R35 000,00 plus cost clause.

2. Mortgage Bond B11357/1991, in favour of Nedperm Bank for R20 000,00, plus cost clause.

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

T. Deosaran & Co., Plaintiff's Attorney, 491 Arena Park Drive, Arena Park, Chatsworth. (Ref. TD/VR/W8/118.)

Case 2934/93

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

In the matter between **Windows Delite**, Plaintiff, and **G. A. Pather**, Defendant

In pursuance of a judgment in the above Honourable Court dated 8 July 1993, and an attachment made by the Sheriff of the aforesaid Court, in terms of a warrant of execution issued in terms of the said judgment, the undermentioned property will be sold by the Sheriff of the aforesaid Court, Chatsworth on Tuesday, 14 December 1993 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: Subdivision 175 (of 2286) of Chat One 14542, situated in the City of Durban, Administrative District of Natal, in extent two hundred and nine (209) square metres.

Postal address: 265 Road 515, Croftdene, Chatsworth.

Improvements: Semi detached double storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom.

There are no bonds registered against the title deed to the property.

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

T. Deosaran & Co., Plaintiff's Attorney, 491 Arena Park Drive, Arena Park, Chatsworth. (Ref. TD/VR/W8/125.)

Case 48614/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **V. Govender**, First Defendant, and **R. D. Govender**, Second Defendant

In pursuance of a judgment granted on 27 August 1993, the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 14 December 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Subdivision 69 of Lot 4278, Reservoir Hills (formerly known as Subdivision C of 39 of Seago of the farm Klein Zeekoe Vallei 803) situated in the City of Durban, Administrative District of Natal, in extent 826 square metres, held by Deed of Transfer T18774/87.

Physical address: O'Flaherty Road, Reservoir Hills (Subdivision 69 of Lot 4278, Reservoir Hills).

Improvements: Vacant land.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions may be inspected at the office of the Sheriff, Durban North 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 4831/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jean Roland Mackie**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division, on 6 September 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court Pinetown at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown on 3 December 1993 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, 3610, namely:

Lot 142, Westriding, situated in the Township of Hillcrest, and the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 4 052 (four thousand and fifty-two) square metres, which property is physically situated at 30 Leslie Road, Westriding, Pinetown, 3610, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T12517/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under thatched dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms/toilet/shower, staffroom and toilet/shower.

Zoning: The property is zoned for special residential 2 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 27th day of October 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/A267/018342/Mrs Chetty.)

Case 1598/92

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Wilson Sipho Hlophe**, Defendant

In pursuance of a judgment granted on 13 November 1992, in the Magistrate's Court for the District of Umlazi, held at Umlazi, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Wednesday, 8 December 1993 at 10:00, in front of the main south entrance of the Umlazi Magistrate's Court under the National and KwaZulu Flag, to the highest bidder:

Description: Ownership Unit D1538, Umlazi, situated in the Township of Umlazi, District of Umlazi, in extent five hundred and sixty-three (563) square metres, held under Deed of Grant G202/88.

Postal address: Being D1538 Umlazi, Natal.

Improvements: One single storey block under tile dwelling comprising of three bedrooms, bathroom with toilet, kitchen and dining-room. There are no outbuildings.

Zoning: Special residential.

Nothing in this regard is guaranteed.

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 cent) of the purchase price and the auctioneer's commission in cash or by a bank-guaranteed cheque at the time of the sale and the balance, against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's Attorneys and to be furnished to the Court Messenger within 14 (fourteen) days after the date of sale.

(b) The purchaser shall be liable for payment of interest to the Plaintiff at the rate of 18% (eighteen per cent) per annum on the amount of the award to the Plaintiff in the plan of distribution as from the date of sale to the date of transfer, and to pay any bondholders interest at the rates stipulated in such bonds.

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 Magistrate's Court, Umlazi.

Dated at Durban this 3rd day of November 1993.

Goodricke, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.4651/mvr.)

Case 11780/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **F. B. Kader**, First Defendant, **M. Y. Ayhassin**, Second Defendant, and **S. B. Ayhassin**, Third Defendant

In pursuance of a judgment granted on 1 December 1992, 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 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 906, Reservoir Hills Extension 4, situated in the City of Durban, Administrative District of Natal, in extent 1 126 square metres, held by Deed of Transfer T26814/90.

Physical address: 29 Halpin Avenue, Reservoir Hills.

Improvements: Single storey brick under tile dwelling, three bedrooms, bathroom, toilet, lounge/dining-room, verandah, two garages, servants' quarters and ablutions.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 2nd 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 1123/86

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Siphiwe Simon Kwela**, Defendant

In pursuance of judgment granted on 26 February 1987, 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 15 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 AA909, Unit 25 in extent 526 square metres, situated in the Township of Umlazi, represented and described on General Plan PB339/1979, held by virtue of Deed of Grant 2887/73.

Physical address: Ownership Unit AA909, Unit 25, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey maxi brick/plaster and tile dwelling (76 m²) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority.

Improvements: Verandah (9,4 m²) and asbestos carport attached (23,0 m²).

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 16% (sixteen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban this 9th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00895/MM.)

Case 1216/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bhekekhaya Daniel Dlamini**, Defendant

In pursuance of judgment granted on 31 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 15 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 V72, in extent 579 square metres, situated in the Township of Umlazi, represented and described on General Plan BA 90/1975, held by virtue of Deed of Grant 3654/93.

Physical address: Ownership Unit V72, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey brick/plaster and asbestos dwelling (82 m²) comprising of kitchen, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority.

Improvements: Fencing and a outbuilding (3 m²).

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per 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 5th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z06201/MM.)

Case 3119/93

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

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Frank**, First Defendant, and **Parvathi**, Second Defendant

In pursuance of a judgment granted, on 30 September 1993, in the Court of the Magistrate's Chatsworth and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 14 December 1993 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 145 (of 3178) of Chat Two of the farm Chatsworth No. 834, situated in the City of Durban, Administrative District of Natal, in extent 186 (one hundred and eighty-six) square metres.

Street address: Road 305 No. 256, Chatsworth.

Improvements: Semi detached double storey block under tile roof dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoets).

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder)], then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 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 any of the necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban this 8th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z15797.JR.)

Case 330/93

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

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Siva Moodley**, Defendant

In pursuance of a judgment granted, on 19 February 1993, in the Court of the Magistrate's Chatsworth and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 14 December 1993 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 332 (of 3178) of Chat Two No. 834, situated in the City of Durban, Administrative District of Natal, in extent 186 (one hundred and eighty-six) square metres.

Street address: 65 Shady Avenue, Chatsworth.

Improvements: Semi detached double storey face brick under tile roof dwelling comprising of three bedrooms, lounge, dining-room, kitchen, Bic tiled, toilet, bathroom tiled, balcony and driveway. Outbuildings: Three rooms, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder)], then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 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 any of the necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban this 8th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z12009.JR.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Girharee Gungadeen Gungadeen**, First Defendant, and **Beena Mohan**, Second Defendant

In pursuance of a judgment granted, on 15 September 1993, in the Court of the Magistrate's Verulam 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 Sheriff's Office at 2 Mount View Shopping Centre, Inanda Road, Verulam:

Description: Lot 854, Earlsfield, situate in the City of Durban, Administrative District of Natal, in extent 467 (four hundred and sixty-seven) square metres.

Street address: 37 Padyfield Place, Earlsfield, Newlands West.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder)], then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 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 any of the necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban this 5th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z118170/JR.)

Case 23320/92

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

In the matter between **Allied Bank**, a division of ABSA Bank Ltd (86/04794/06), Execution Creditor, and **Suganundhan Marimuthu**, Execution Debtor

In pursuance of a judgment granted on 11 January 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 14 December 1993 at 10:00, in front of the Magistrate's Court, Somtsue Road, Durban, to the highest bidder:

Description: A certain piece of land being: Remaining Extent of Subdivision 376 of the Farm Duikerfontein 785, situated in the City of Durban, Administrative District of Natal, 754 (seven hundred and fifty four) square metres. *Postal address:* 151 Belmont Road, Effingham Heights.

Improvements: Double-storey house consisting of brick and tile, swimming-pool, kitchen with built in units, defy hob, dining-room, lounge and rockery, toilet and wash basin, main en suite, sauna, wash basin, toilet, bath, bedroom, shower, wash basin, toilet, bedroom, shower, wash basin, toilet and verandah. *Downstairs:* Two rooms, kitchen, bathroom, wash basin, toilet, store-room. *Outside:* Cement twin wash basin, overlap carport. *Town-planning: Zoning:* Residential. *Special privileges:* Nil. Nothing is guaranteed in these respects.

Material conditions

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban, Somsteu Road, Durban or at our offices.

Christides Whatmore & Co., Plaintiff's Attorneys, Fifth Floor, Morningside Chambers, 510-512 Windermere Road, Morningside. (Ref. Miss L. Holmes/M.01/004.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Allied Bank**, a division of ABSA Bank Ltd (86/04794/06), Execution Creditor, and **Kundusamy Vellai**, and **Paliam Myra Vellai**, Execution Debtors

In pursuance of a judgment granted 1 June 1992, in the Court of the Magistrate Verulam, 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 Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land being Lot 2457, Tongaat Extension 21, situated in the Township of Tongaat, Administrative District of Natal, in extent 853 (eight hundred and fifty-three) square metres. *Postal address:* 1 Cassia Road, Tongaat.

Improvements: Brick under concrete incomplete dwelling consisting of: Two bedrooms, kitchen, lounge, toilet, bathroom, single garage an incomplete second floor, in this regard nothing is guaranteed. *Town-planning: Zoning:* Residential. *Special privileges:* Nil.

Nothing is guaranteed in these respects.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
5. The full conditions may be inspected at the offices of the Sheriff of the Court, Verulam, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, or at our offices.

Christides Whatmore & Co., Plaintiff's Attorneys, Fifth Floor, Morningside Chambers, 510-512 Windermere Road, Morningside, corner of Allied Group Ltd, Green Cat Centre, 51c Todd Street, Verulam. (Miss L. Holmes/V.01/003).

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Allied Bank**, a division of ABSA Bank Ltd, (86/04794/06), Execution Creditor, and **Owen Ndimiso Manyathi**, Execution Debtor

In pursuance of a judgment granted on 29 December 1992, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 10 December 1993 at 10:00, at the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land being Site D2038, situated in the Township of kwaMashu, District of Ntuzuma, in extent 584 (five hundred and eighty four) square metres as shown on General Plan P.B. 775/1989. *Postal address:* D 2038, kwaMashu.

Improvements: Block under tile dwelling comprising of: Three bedrooms, lounge, kitchen, toilet, bathroom, water and light facilities. Nothing in this regard is guaranteed.

Town-planning: Zoning: Residential. *Special privileges:* Nil.

Nothing is guaranteed in these respects.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
5. The full conditions may be inspected at the offices of the Sheriff of the Court, Verulam, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, or at our offices.

Christides Whatmore & Co., Plaintiff's Attorneys, Fifth Floor, Morningside Chambers, 510-512 Windermere Road, Morningside, corner of Allied Group Ltd, Green Cat Centre, 51c Todd Street, Verulam. (Miss L. Holmes/M.58/515).

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

In the matter between **Beach Palms Property Investments CC**, Plaintiff, and **Ian Trevor Cooper**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on 16 February 1993, the above-mentioned 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 Lower Tugela, at the front entrance of the Magistrate's Court, Cooper Street, Stanger, Natal, on 10 December 1993 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 116 Cooper Street, Ballito, Natal, namely:

Lot 947, Ballitoville Township, Extension 1, in extent 1 072 (one thousand and seventy-two) square metres, situated in the Borough of Ballito, Administrative District of Natal, which property is physically situate at No. 40 Zen Drive, Ballito, and which property is held by the abovenamed Defendant under and by virtue of Deed of Transfer 21485/92.

Improvements: Nil. *Zoning:* Residential.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17% (seventeen per centum) 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 this the 6th day of November 1993.

Mason Weinberg, Plaintiff's Attorneys, Third Floor, Fedlife House, Church Street, Pietermaritzburg. (Ref. Mr Stilwell/B.218/001.)

Case 3333/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Collector of Rates for the Port Edward Town Board**, Execution Creditor, and
Bundu Investments CC, Execution Debtor

In pursuance of a judgment granted on 15 June 1993, in the Court of the Magistrate in Port Shepstone, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 17 December 1993 at 10:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land being: Subdivision 12 of Lot 1915, Port Edward, situated in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 666 (six hundred and sixty-six) square metres.

Improvements: Vacant land.

Town-planning zoning: Special Residential.

Special privileged: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title of law.

The full conditions may be inspected at the office of the Sheriff of the Court, Port Shepstone or at our offices.

Dated at Margate this 8th day of November 1993.

Austen Smith, Samgram House, Post Office Lane, P.O. Box 1034, Margate, 4275.

Case 29748/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Henry Paul Calitz**, Defendant

In pursuance of a judgment granted on 10 September 1993, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 December 1993 at 14:00, in front of the Magistrate's Court Building, Somtseu Road, Durban:

Description: Sub 126 of Lot 3193, Durban North, situated in the City of Durban, Administrative District of Natal, in extent (2 452) two thousand four hundred and fifty-two square metres.

Street address: 12 Kerhode Place, Durban North.

Improvements: Brick and plaster single-storey house, tile roof, double garage under the house, swimming-pool, four bedrooms, one on suite, shower/basin toilet, lounge/dining-room, carpet floor, kitchen fitted cupboards (vinyl floor), bathroom, bath/basin (vinyl floor) and separate toilet (vinyl floor).

Held by the Defendant under Deed of Transfer T24462/92 (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within twenty-one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditors claim) until the date of transfer.

2.3 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 any of the necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban this 10th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z15449/JR.)

Case 440/91

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Boy Hiawatha Makhathini**, Defendant

In pursuance of a judgment granted on 21 February 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 15 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 AA122, in extent 970 square metres, situated in the Township of Umlazi, represented and described on General Plan PB339/1979, held by virtue of Deed of Grant 2396/60.

Physical address: Ownership Unit AA122, Umlazi.

The property has been improved by the erection of a double storey dwelling thereon, consisting of a double-storey face brick/brick and tile dwelling (ground floor 93 m²), (first floor 116 m²) comprising of kitchen, dining-room, lounge, four bedrooms, two bathrooms, four w.c.'s, study, double garage (60 m²) and a brick driveway. Municipal electricity, water supply and sanitation: Local Authority.

Improvements: Open/verandah (58,5 m²).

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 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 10th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban.

Case 42372/93

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

In the matter between **Small Business Development Corporation Ltd**, Plaintiff, and **Gabriel Mfanufikile Mthembu**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Durban, and in the above-mentioned case, and by virtue of a warrant of execution issued thereon, the undermentioned property shall be sold by public auction to the highest bidder at sale room of Sheriff of the Magistrate's Court, the Main South Entrance, to the Magistrate's Court, Umlazi (near the national and KwaZulu flag post), on 15 December 1993 at 10:00:

A certain piece of land, being Ownership Unit AA 1079, in the Township of Umlazi, District of Umlazi, in extent 418 square metres, and described on General Plan PB 266/1982, held by virtue of Deed of Grant 2713/217.

Dated at Durban this 8th day of November 1993.

Matthew Laurens Inc., Plaintiff's Attorneys, First Floor, Grovewalk House, Old Well Court, Off Smith Street, Durban. (Ref. COLLS/dg/S.58.)

Case 1008/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Jacobus Johannes Swart**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following property belonging to the Defendant, will be sold in execution on 13 December 1993 at 10:00, in front of the Magistrate's Court, Ixopo, Natal, to the highest bidder for cash:

Subdivision 1 of Lot 32, Stuartstown, situated in the Ixopo Health Committee Area, Administrative District of Natal, in extent 2 023 square metres, held under Deed of Transfer T27099/92.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 2 Chapel Street, Stuartstown, Ixopo.

2. The property has been improved by the construction of a brick under iron dwelling comprising of entrance-hall, lounge, dining-room, kitchen, laundry, pantry, three bedrooms, bathroom with toilet. The outbuildings consist of garage and store.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 10th day of November 1993.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (Ref. LRM/cch/G.1.)

Case 4317/92

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

In the matter between **Boland Bank Ltd**, Plaintiff, and **Mzimkulu Sand and Plant Hire CC**, First Defendant, and **Ahmed Shaik**, Second Defendant

In pursuance of a judgment of the Court of the Magistrate, Pinetown, dated 8 February 1993 and writ of execution dated 19 April 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, Court-house Road, Port Shepstone, to the highest bidder:

Property description: Subdivision 6 of Lot 995, Port Shepstone, situated in the Borough of Port Shepstone, and in the Southern Natal Joint Services Board Area, Administrative District of Natal in extent 1 085 square metres and held under Deed of Transfer T17270/1979.

Physical address: 131 Albersville Road, Port Shepstone, Natal.

Conditions:

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: A dwelling under brick and tile consisting of three bedrooms, kitchen, dining-room, lounge, bathroom and toilet, toilet and shower, verandah, servant's room and toilet. The basement consists of a flat with two bedrooms, bathroom and lounge.

3. The purchase price shall be paid as to 10% (ten per cent) 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 23,75% (twenty three comma seven five per cent) 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 Messenger of Court, Port Shepstone, immediately prior to the sale may be inspected at his office at 20 Riverview Road, Sunwich Port, Port Shepstone.

Dated at Pinetown this 10th day of November 1993.

Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, Fourth Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/B293T.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **La Rochelle Import and Export (Pty) Ltd**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 18 May 1993, and a warrant of execution issued thereafter, the immovable property which is described hereunder, will be sold in execution by the acting Sheriff for the Supreme Court, Verulam, on 10 December 1993 at 10:00, Mt View Shopping Centre, Inanda Road, Verulam, without reserve:

Property description: Lot 1480, Umhlanga Rocks Extension 12, situated in the Borough of Umhlanga, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 260 (one thousand two hundred and sixty) square metres.

Physical address: Vacant land.

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 in cash, together with the auctioneer's commission, in cash, immediately after the sale. 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 to the Acting Sheriff, Verulam, within fourteen (14) days after the sale of the property.
3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any), from the date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer, on request by the said attorneys.
6. The full conditions of sale may be inspected at the office of the Acting Sheriff for the Supreme Court, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, Natal.

Dated at Durban this 11th day of November 1993.

Sylvia Oversby & Partners, Attorneys for Plaintiff, 6 Newlyn Centre, 40 Newport Avenue, Glenashley; c/o Doces, 15 Parry Road, Durban. (Ref. Miss Dawber/agm.)

Case 3146/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Natal Building Society**, Plaintiff, and **J. M. Mkhize**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 15 September 1993 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 14 December 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Lot B3508, eZakheni, District of Emnambithi, in extent 300 (three hundred) square metres as shown on General Plan BA207/1970, held under Certificate of Right of Leasehold G005198/91.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Concrete block under corrugated iron dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c., no outbuildings.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 14 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 preceding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. 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.
5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith this 12th day of November 1993.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0158.)

Case 1468/88

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mziwampi Almon Sibiya**, Defendant

In pursuance of judgment granted on 26 July 1989, 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 15 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 U1661, in extent 900 square metres, situated in the Township of Umlazi, represented and described on General Plan BA83/1976, held by virtue of Deed of Grant G4235/1985.

Physical address: Ownership Unit U1661, Umlazi.

The property consists of vacant land only.

Nothing is guaranteed in respect of any 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 14,5% (fourteen 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, Umlazi.

Dated at Durban this 10th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z02709/MM.)

Case 11888/92

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Lot 2603 Pietermaritzburg CC**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 22 June 1992, the following immovable property will be sold in execution on 10 December 1993 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1 of Lot 2675, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent nine hundred and forty-two (942) square metres, situated at 28 Longmarket Street, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A double storey guest house, constructed of brick under iron roof, consisting of 30 bedrooms, 24 bathrooms, kitchen, three lounges and two dining-rooms.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of 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, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 15th day of November 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G114.)

Case 25079/90

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

In the matter between **Mahadevi Ramphul**, Plaintiff, and **Regina Samantha Hoover**, Defendant

In pursuance of a judgment granted on 28 January 1991, in the Magistrate's Court, Durban, and under writ of execution issued thereon, 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: Subdivision 1 of Lot 482, Umhlatuzana, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and thirty eight (938) square metres.

Postal address: 52 13th Avenue, Umhlathuzana Township.

Improvements: Vacant land.

Zoning: Special Residential.

Material conditions:

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash on the date 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/Plaintiff's attorneys to be furnished to the Sheriff for the Magistrate's Court, Chatsworth, or the auctioneer within fourteen (14) days after the date of sale.

2. The purchaser shall be liable for the payment of interest at the rate of 23% (twenty-three per cent) per annum to the Execution Creditor's/Plaintiff's attorneys from date of sale to date of registration of transfer.

3. Transfer shall be effected by the Execution Creditor/Plaintiff's attorneys and the purchaser shall pay all transfer costs, including duty, current rates, taxes and other charges necessary to effect transfer, on request by the said attorneys.

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

Dated at Durban this 15th day of November 1993.

J. N. Singh, Seedat & Company, Execution Creditor's Attorneys, First Floor, 10-12 CNR House, corner of Cross and Prince Edward Streets, Durban. DX 77, Durban. (Tel. 306-2361/2.) [Faks. (031) 305-3623.] (Ref. MS/R/980.)

Case 3543/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Gindappa Delomoney**, Plaintiff, and **Kagasar Paraw Seebran**, First Defendant,
Jayant Dindeyal Seebran, Second Defendant, and **Rebecca Bodasing**, Third Defendant

In pursuance of a judgment granted on 10 June 1993, in the Supreme Court of South Africa (Durban and Coast Local Division), and under writ of execution issued thereon, the immovable property listed hereunder will be sold in execution on Friday, 17 December 1993 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder:

Description: Subdivision 15 of Lot 120, Springfield, situated in the City of Durban, Administrative District of Natal, in extent one thousand and twenty-six (1 026) square metres.

Postal address: 36 Indus Lane, Springfield, Durban.

Improvements: Single storey (derelict) wood and iron house comprising seven bedrooms, dining-room, lounge, kitchen and detached toilet.

Zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash 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 Execution Creditor's attorneys, to be furnished to the Sheriff for the Supreme Court, Durban North/Central, within twenty-one (21) days of the date of sale.

3. Transfer shall be effected by the Execution Creditor's attorneys and the purchaser shall pay all transfer duties, including transfer cost, current and any arrear rates and other charges necessary to effect transfer, on request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Durban North/Central, 15 Milne Street, Durban.

Dated at Durban this 15th day of November 1993.

C. Seedat, for J. N. Singh, Seedat & Company, Execution Creditor's Attorneys, First Floor, 10-12 CNR House, corner of Cross and Prince Edward Streets, Durban. DX 77, Durban. (Tel. 306-2361/2.) [Faks. (031) 305-3623.] (Ref. MS/D/381.)

Case 1572/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Sipho Conrad Bekwa**, Defendant

In pursuance of a judgment granted on 26 October 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 15 December 1993 at 10:00, at the Main South Entrance to the Magistrate's Court, Umlazi (near the national and KwaZulu flag post) to the highest bidder:

Description: A certain piece of land being Ownership Unit AA81, in extent 405 square metres, situated in the Township of Umlazi, represented and described on General Plan PB 339/1979, held by virtue of Deed of Grant 4738/131.

Physical address: Ownership Unit AA481, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single-storey block and asbestos dwelling (85 m²) comprising kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority.

Improvements: Verandah (6,45 m²).

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per 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 16th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01756/MM.)

Case 356/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mondli John Khanyile**, First Defendant, and **Eunice Khanyile**, Second Defendant

In pursuance of a judgment granted on 8 July 1993, 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 15 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 Q33 (Portion 3) in extent 78 square metres, situated in the Township of Umlazi, represented and described on General Plan BA 335/1977, held by virtue of Deed of Grant 4763/129.

Physical address: Ownership Unit Q33 (Portion 3), Umlazi Township.

The property consists of a complex (used for trading purposes).

A single storey face brick/asbestos and aluminium complex (128 m²) comprising of a chemist, a salon, change rooms and offices. (Used for trading purposes). Municipal electricity, water supply and sanitation: Local Authority.

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 twenty-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, Umlazi.

Dated at Durban this 16th day of November 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13109/MM.)

Case 60391/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zephaniah Mhlongo**, Defendant

In pursuance of a judgment of the above Honourable Court, dated 12 October 1993, a sale in execution will be held on 14 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:

All right, title and interest in and to certain leasehold of Lot 621, Chesterville, Administrative District of Natal, in extent 482 square metres, with the postal and street address of 30 Mahlathi Road, Chesterville.

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 comprising two bedrooms, kitchenette, lounge, toilet and shower. The outbuildings consists of a brick under asbestos roof dwelling comprising of room, kitchen, store-room and two toilets.

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 9th day of November 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.3382/93.)

Case 795/90

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

In the matter between Essop Abdool, Plaintiff, and **Vusi Kenneth Mahlinza**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 2 March 1991, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Ladysmith, on Tuesday, 14 December 1993 at 10:00, at the Magistrate's Office, Keape Street, Ladysmith, to the highest bidder:

Remainder of Subdivision 195 (of 31) of the farm Roodepoort 1069, situated in the Administrative District of Natal, in extent 14,7147 hectares.

The property is situated in the District of Ladysmith, Natal, and is unimproved.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 18,5% (eighteen comma five per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer, and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of sale, which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff.

Dated at Pietermaritzburg this 19th day of November 1993.

Tatham, Wilkes & Co., Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. N. R. Tatham/AH/75.)

Case 3823/88

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedfin Bank Limited**, Plaintiff, and **Stuart Macfadyean**, First Defendant, **George Craig Rennie**, Second Defendant, and **Anthony Dennis Kobrowsky**, Third Defendant

In pursuance of a judgment of the above Honourable Court dated 7 December 1992, a sale in execution will be held on Friday, 17 December 1993 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, and the following property will be sold by the Sheriff for the Supreme Court to the highest bidder:

A half share in Lot 27, Kenhill, situated in the City of Durban, Administrative District of Natal, in extent one thousand eight hundred and eighty (1 880) square metres, with the postal and street address of 18 Cranberry Grove, Durban North.

Improvements: The following information is furnished but not guaranteed: The property consists of a plastered under tile roof single-storey dwelling comprising three bedrooms with main en suite which comprises bath/basin/shower, tiled bathroom which comprises toilet/bath/basin, lounge with tiled floors, dining-room with tiled floors, kitchen with tiled floors and study. Garage is attached to main house. The servants' quarters is attached to the garage and comprises of room, toilet and shower.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court 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 for the Supreme Court, 15 Milne Street, Durban.

Dated at Durban this 17th day of November 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/N005.1221/92.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Wulson Mzobe**, Defendant

In pursuance of a judgment granted on 27 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 14 December 1993 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H2215, situated in the Township of eSikhawini, District of Ongoye, measuring three hundred and thirty-eight (338) square metres in extent.

1. (b) *Street address*: H 2215, eSikhawini.

1. (c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of two bedrooms, bathroom and toilet, kitchen and lounge/dining-room.

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 of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 17th day of November 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2814/93.)

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

In the matter between **Durban Spa Body Corporate**, Plaintiff, and various Defendants listed below

In pursuance of judgment granted on the dates as listed below, in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property in regard to the section numbers in the Durban Spa Sectional Title Scheme and the case numbers listed hereunder, will be sold in execution on 14 December 1993 at 10:00 in front of the Magistrate's Court, Somtseu Road, to the highest bidder:

Defendant	Case No.	Date of Judgment	Section Number	Cabana Number	Area in m ²	Sectional Plan Number
A. H. Leppens	22318/93	93-06-09	12	205	70	87/1983
C. W. Snyders	19806/93	93-06-04	2	101	39	87/1983
P. P. J. Voster	22799/93	93-06-16	90	1206	45	147/1989
Hydocare (Pty) Limited	22831/93	93-06-16	80	1104	78	147/1989
C. R. Cooke	22818/93	93-06-25	80	1104	78	147/1987
C. E. Power	22810/93	93-06-16	75	1008	31	254/1987
C. H. E. Lowe	21793/93	93-05-27	24	405	70	78/1983
J. J. Jordaan	21794/93	93-06-01	24	405	70	87/1983
J. F. M. Douwes	22802/93	93-06-16	71	1004	78	254/1987
J. S. Nel	21796/93	93-05-27	24	405	70	87/1983
H. J. de Bruin	21764/93	93-06-01	22	403	70	87/1983
A. J. Swanepoel	21776/93	93-06-16	22	403	70	87/1983
P. P. J. Grobler	36832/92	93-06-16	37	602	39	452/1985
A. J. Swanepoel	21772/93	93-06-04	22	403	70	87/1983
M. J. du Preez	40614/92	92-10-06	68	1001	45	254/1987
M. B. Judkowski	22803/93	93-09-13	72	1005	39	254/1987
B. Langerak	21775/93	93-06-02	16	303	70	87/1983
B. Langerak	21774/93	93-06-02	14	301	39	87/1983
P. Bastuba	22835/93	93-09-21	107	1407	31	224/1991
M. J. du Preez	22700/93	93-08-02	68	1101	45	254/1987
S. A. Ferreira	21779/93	93-05-27	23	404	70	87/1983
J. F. M. Douwes	19802/93	93-06-04	71	1004	78	254/1987
J. F. le Grange	22696/93	93-06-29	67	908	31	452/1985
J. A. P. Bubb	40526/92	92-10-07	16	303	70	87/1983

Property description:

1. An undivided 1/52 share in and to a unit consisting of the Sections as listed above and shown and more fully described on sectional plan number listed above in the scheme known as Durban Spa in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban, of which section the floor area according to the sectional plan is the number of square metres as on the list above.

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

Physical address: Cabana Number as listed above, Durban Spa, 57 Marine Parade, Durban.

Improvements: A self-contained apartment.

Duration of time-share right: The right transferred by such shall endure for the lifetime of the property timesharing scheme.

Property zoning: General Residential. 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 the purchase price, plus the auctioneer's commission, in cash immediately after the sale.
3. Payment of VAT which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay transfer costs together with all legal charges in those proceedings in which judgment has been obtained against the Defendant as aforesaid, including collection commission.

5. 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 on this 16th day of November 1993.

Steve du Toit, Plaintiff's Attorney, Strathmore Lodge B, 305 Musgrave Road, Durban.

Case 2334/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Zacharia Mandlakayise Mfeka**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution, on 15 December 1993 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post to the highest bidder for cash, without reserve:

Ownership Unit 2106, Unit Z in the Township of Umlazi, Natal, in extent of 770 (seven hundred and seventy) square metres, represented and described on Deed of Grant G002718/89.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 2106 Unit Z in the Township 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 at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 17th day of November 1993.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/K161.)

Case 2321/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Fanekhona Christopher Mkhize**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution, on 15 December 1993 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post to the highest bidder for cash, without reserve:

Ownership Unit BB584, in the Township of Umlazi, District of Umlazi, Natal, in extent of 330 (three hundred and thirty) square metres, represented and described on Deed of Grant G4585/86.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit BB584, 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 at the offices of Austen Smith, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 16th day of November 1993.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/K164.)

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Stoni Petrus Zuma**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the abovenamed Defendant, will be sold in execution, on 13 December 1993 at 11:30, at the Magistrate's Court, Darnell Street, Bulwer, Natal, to the highest bidder for cash, without reserve:

Subdivision 2 of Lot G.R. 17 No. 11795, situated in the Administrative District of Natal, measuring 38,0571 hectares.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Subdivision 2 of Lot G.R. 17 No. 11795, situated in the Administrative District of Natal, measuring 38,0571 hectares.

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 this 17th day of November 1993.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/K102.)

Case 1562/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Small Business Development Corporation Limited**, Execution Creditor, and **The Thomson Trust**, First Execution Debtor, **David Marshall Thomson**, Second Execution Debtor, **Francina Thomson**, Third Execution Debtor, and **Scottburgh Gas & Engineering CC**, Fourth Execution Debtor

In terms of a judgment in the Magistrate's Court for the District of Umzinto, held at Scottburgh, dated 15 October 1993 and in pursuance of a warrant of execution dated 15 October 1993, issued in the above-mentioned case, a sale by public auction without a reserve price will be held at the main entrance of the Magistrate's Court, Scott Street, Scottburgh, on Friday, 17 December 1993 at 10:00, of the following property of the First Execution Debtor, according to conditions which will be read out by the Sheriff of the above Honourable Court, at the time of the sale:

Lot 254, Park Rynie, situated in the Development Area of Park Rynie and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent four thousand and forty-seven (4 047) square metres.

Street address: 12 Payne Road, Park Rynie.

Terms and conditions: The purchaser shall immediately after knock-down pay to the auctioneer his/her commission, together with 10% (ten per centum) of the purchase price. The balance of the purchase price shall be secured by a bank or building society guarantee in a form to be approved by the Plaintiff's attorneys, within fourteen (14) days after the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of Court, 1 Savell Place, Scottburgh South, Scottburgh.

Dated at Umzinto on this 16th day of November 1993.

Rajdevla, for Bandulal & Pillay, Attorneys for Plaintiff, First Floor, Paramount Centre Main Road, Umzinto.

Saak 2381/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NQUTU GEHOU TE NQUTU

In die saak tussen **KwaZulu Finance and Investment Corporation Ltd**, Eiser, en **Robert Mbatha**, Verweerder

Kragtens 'n lasbrief vir eksekusie gedateer 21 November 1991, en 'n beslaglegging, sal die volgende vaste eiendom soos hieronder beskryf per openbare veiling op 25 Januarie 1994 om 10:00, by die voordeur van die Landdroskantoor, Nqutu, aan die hoogste bieder verkoop word.

Eenheid B305, Emondlo, Nqutu, geleë in die administratiewe distrik van Natal, en is verbeter met 'n huis. Niks in hierdie verband is gewaarborg nie.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes is beskikbaar by die Balju se kantoor, Dundee.

Gedateer te Dundee op hierdie 16de dag van November 1993.

De Wet & Dreyer, Posbus 630, Dundee, 3000.

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Bongani Emmanuel Nxumalo**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 15 December 1993 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag Post to the highest bidder for cash, without reserve:

Ownership Unit 884, Unit Q, in the Township of Umlazi, District of Umlazi, Natal, in extent 443 (four hundred and forty-three) square metres, represented and described on Deed of Grant 5287/86.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 884 Unit Q 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 at the offices of Austen Smith, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 17th day of November 1993.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/jh/K162.)

ORANJE-VRYSTAAT
ORANGE FREE STATE

Saak 1196/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Qwaqwa Ontwikkelingskorporasie Bpk.**, Eiser, en **Khitshane Edward Ramongalo**, handeldrywende as Salrose Metal Industries, Verweerder

Kragtens 'n uitspraak van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) op 10 Junie 1993, en lasbrief tot geregtelike verkoping sal die ondervermelde eiendom op 10 Desember 1993 om 10:00, te die Landdroskantoor, Witsieshoek, deur die Balju van die Hooggeregshof, Harrismith, geregtelik verkoop word:

Die eiendom bekend as 'n sekere Gedeelte 2 van Perseel 43, Industriëlegebied 1, Phuthaditjhaba, groot 1 400 (eenduisend vierhonderd) vierkante meter soos meer volledig beskryf en onderworpe aan die verkoopvoorwaardes wat by die Balju, Harrismith, ter insae lê.

Die volgende inligting ten opsigte van die verbeteringe word verskaf maar is nie gewaag nie:

Die verbeteringe bestaan uit 'n klein fabriek, groot 364,2 vierkante meter.

Voorwaardes:

Die verkoping sal onderworpe wees aan die bepalinge van die Wet op Hooggeregshofe en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkopingsdatum verskaf word.

Die koper sal ook aanspreeklik wees vir betaling van rente op die balans van die koopprys teen 'n koers van 17% (sewentien persent) per jaar vanaf datum van die verkoping tot datum van die registrasie van transport.

Die koper moet die afslaersgelde op die dag van die verkoping aan die Balju van die Hooggeregshof betaal.

Die koper betaal alle hereregte, transportkoste en agterstallige belastinge en heffings en ander uitgawes wat nodig is om die transport te laat geskied en sodanige gelde is onmiddellik op aanvraag betaalbaar aan die prokureur wat sal toesien tot registrasie van transport.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Harrismith, en sal onmiddellik voor die verkoping uitgelees word.

Geteken te Bloemfontein op hierdie 9de dag van November 1993.

W. A. S. Spangenberg, vir Schoeman Smith, Prokureur vir Eiser, Vyfde Verdieping, Presidentgebou, St Andrewstraat, Posbus 3293, Bloemfontein.

Case 9175/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **S. H. J. Parker**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 6 October 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 7 January 1993 at 11:00, at the Tulbach Street entrance, to the Magistrate's Court, Welkom, namely:

Certain: Erf 53, situated in Flamingo Park, District of Welkom, measuring 1 320 square metres, held by the Defendant by virtue of Deed of Transfer T12060/88, known as 24 Osprey Street, Flamingo Park, Welkom.

Improvements: Lounge, dining-room, kitchen, three bedrooms, bathroom with toilet, shower with toilet, garage and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% (ten per cent) on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold voetstoots to the highest bidder.
4. The purchaser shall be liable for and shall pay to the Plaintiff's 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 12th 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/AL599.)

Saak 13056/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Telkom SA Beperk**, Eiser, en **B. J. Bodigelo**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein tot geregtelike verkoping gedateer 18 Augustus 1993, sal die ondervermelde eiendom op Vrydag, 10 Desember 1993 om 10:00, te Peetlaaningang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Erf 10727, Kagisanong, Rocklands, Bloemfontein.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprijs 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.

S. A. C. Bezuidenhout, vir Andre Bezuidenhout & Vennote, Prokureur vir Eiser, Standard Generalgebou, St Andrewstraat 72, Bloemfontein. (Verw. CLT040.)

**Case 21281/84
PH 344**

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 494, Registration Division Orange Free State, measuring 16 805 square feet, held under Deed of Transfer 3508/67 (Deneysville) (unimproved) and situated at 13 High Street, Deneysville, will be sold in execution at 13 High Street, Deneysville, on Saturday, 11 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 Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg.

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 guarantee 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 16th day of November 1993.

Werksmans, Attorneys for Plaintiff, Second Floor (West Wing), Werksmans Chambers, 22 Girton Road, Parktown, Johannesburg. (Tel. 488-0000.) (Ref. ARG/C Whitcutt/ks.)

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Federated Timbers Building Supplies Ltd**, Eiser, en **Hubert Koning**, handeldrywende as Koning Bouers, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 13 Oktober 1993, sal die ondervermelde eiendom verkoop word aan die hoogste bieder op Vrydag, 14 Januarie 1994 om 11:00, by die Hoofingang, Landdroskantoer, Heerenstraat, Welkom, naamlik:

Sekere: Erf 7341, groot 932 (negehonderd twee-en-dertig) vierkante meter, geleë te die stad en distrik Welkom, gehou deur die Eksekusieskuldenaar in sy naam kragtens Akte van Transport T9166/1991, geregistreer op 30 Julie 1991, verbeterings woonhuis met buitegeboue.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae 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 15,5% (vyftien komma vyf persent) per jaar vanaf 1 Junie 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 hierdie 15de dag van November 1993.

D. W. Steyn, vir Rossouw & Vennote, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Unitedgebou, hoek van Ryk- en Elizabethstraat, Posbus 455, Welkom, 9460.

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

CAHI AUCTIONEERS

Registration CK87/12616/23

APPRAISERS AND STOCK LIQUIDATORS, TEL. (012) 325-7250

INSOLVENT AND DECEASED ESTATE AUCTION LARGE QUANTITY OFFICE FURNITURE; HOUSEHOLD FURNITURE; LARGE QUANTITY BRAND NEW CLOTHING; ONE QUARTER SHARE IN PRETORIA NORTH PLOT; TIME SHARE TROPICANA DURBAN; ELECTRONIC CIGARETTE VENDING MACHINE; COMPUTERS AND MUCH MORE

As instructed by the Trustees and Executor of the following estates:

F. E. de Wet, T338/93, insolvent; **L. M. and L. Uys, T. 750/93**, insolvent; **Marcos Eng. cc**, in liquidation **T2697/93**; **J. P. Smith, T2326/92**, insolvent, **J. Hoppner**, deceased; **R. Goldschagg, T2289/92**, insolvent, **H. and H. F. Cilliers, T3171/92**, insolvent, we will sell Friday, 26 November 1993 at 10:00, at our mart, corner of Beatrix and Proes Streets, Arcadia, Pretoria, brand new wooden office furniture, fridges, beds, electrical items, one quarter share Plot 53, Pretoria North, view day prior 13:00 to 16:00.

Terms: R200.

Registration fee (refundable), cash or bank-guaranteed cheques. For further info contact Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax: (012) 324-2215.

UBIQUE AFSLAERS

In opdrag van die Eksekuteur boedel wyle **G. A. Vollmer**, asook die Trustees van Die Klein Plaas Trust, sal ons die bates verkoop op 2 Desember 1993 te Nieuwestraat 27, Potchefstroom om 10:00, en te Elandsheuwel om 11:00:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 29-47391 of 29-73841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

VAN'S AFSLAERS**VEILING WOONSTEL ELOFFSDAL**

In opdrag van die Kurator van insolvente boedel **A. W. van Zyl, T1945/93**, verkoop Van's Afslaers, ondervermelde bate per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Maandag, 29 November 1993, 11:00, te Woonstel 117, Osdic-sentrum, Paul Krugerstraat, Eloffsdal, Pretoria.

Groot: 72 m².

Verbeterings: 1½ slaap-, sit-/eetkamer, badkamer en kombuis.

Betaling: 10% (tien persent) deposito plus afslaerskommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

MEYER AFSLAERS BK

CK91/13027/23)

TEL: (012) 323-7821 of (012) 45-4835 NA-URE

INSOLVENTE BOEDELVEILING VAN PRAGTIGE VIERSLAAPKAMERWONING, PLUS WOONSTEL EN SWEMBAD TE NELSPRUIT-UITBREIDING 13

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **W. H. Brazer, Meestersverwysing T2259/93**, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 2070, geleë te Vuurvliegierstraat 7, Nelspruit-uitbreiding 13.

Grootte: 1 221 vierkante meter.

Verbeterings: Vier slaapkamers, twee badkamers, aparte toilet, aantrekkamer, sitkamer, gang, kombuis, klein woonstel-letjie, swembad, bediendekamer en toilet.

Plek: Op die perseel: Vuurvliegierstraat 7, Nelspruit-uitbreiding 13.

Datum en tyd: Woensdag, 8 Desember 1993 om 11:30.

Afslaersnota: Ruim familie woning. Beslis die moeite werd.

Verkoopvoorwaardes: 15% (vyftien 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 naure. Telefaks (012) 324-5119.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN GOEDVERBETERDE HOEWE, PLOT 268, HAAKDOORNBOOM, PRETORIA-NOORD OP 3 DESEMBER 1993 OM 10:30 OP DIE PERSEEL**GEDEELTE 268, VAN DIE PLAAS HAAKDOORNBOOM 267, REGISTRASIEAFDELING JR, TRANSVAAL**

Behoorlik daartoe gelas deur die Gesamentlike Kurators in die insolvente boedel **J. F. A. Ströh, Meestersverwysing T893/93**, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Woonhuis met vier slaapkamers, twee badkamers, kombuis, ooghoogte oond, kaste, sit-, eet-, gesins-, werks-, was-, stoor- en onthaalkamer. Bediendekartiere, dubbelmotorhuis, toegeruste boorgat, sementdam, munisipale krag, elektriese veiligheidsheining. Plot = 8,5653 ha, Verbeterings = ±300 m².

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die Kurator.

B.T.W. betaalbaar: Geen.

Padbeskrywing: R566 Rosslyn-Pretoria, Neem Onderstepoort afrit, noord ±7 km, Haakdoornboom links, ±2 km, eerste Grondpad links, tweede huis regs.

Afslaersnota: Goeie belegging.

Besigtiging: By die eiendom (vra vir wag) of reël met die afslaer.

Vir meer besonderhede skakel die kantoor by (012) 341-1314 gedurende kantoorure.

LOUW & COLLINS AFSLAERS (EDMS.) BPK.

In opdrag van die Beredderaar in die boedel van **Gerhardus Cornelius Gunister**, Identiteitsnommer 2405085011004, wat beredder word onder artikel 27 van die Landboukredietwet, **Meestersverwysing T3489/93**, sal ons aanbied op die plaas Roodepoort, op 1 Desember 1993, om 11:00:

(a) 'n Sekere Gedeelte 8 van die plaas Roodepoort 448, Registrasieafdeling KT, Transvaal, groot 282,2886 ha.

(b) Gedeelte 4 van die plaas Nooitgedacht 437, Registrasieafdeling KT, Transvaal, groot 5,4378 ha.

Albei gedeeltes word gesamentlik gehou onder Transport 6364 van 1974.

Verbeteringe: Een ou woonhuis wat as kampong gebruik word, tabakskuur van hout en simil, twee boorgate nie toegerus.

Lande en weiding: ±25 ha lande ingelys by die Kaspersnek, Vygehoekbesproeiingsskema, en 'n verdere ±15 ha lande wat geskik is vir sitrusverbouing. Die res, ±247,7264 ha wat bestaan uit rante en berg weiding.

Roete na veiling: Vanaf Ohrigstad neem die Tzaneen pad vir ±8 km, draai regs met die Kaspershek pad vir ±12 km. Volg Louw & Collins wegwysers.

Verkoopvoorwaardes: 'n Deposito van 15% (vyftien persent) by toeslaan van die bod. Die balans binne 30 dae by wyse van 'n waarborg deur 'n bekende finansiële instelling. Die beredderaar sal 7 dae tyd hê om die hoogste bod te aanvaar of van die hand te wys.

Louw & Collins Afslaers (Edms.) Bpk., Posbus 2107, Middelburg, 1050, Oos-Transvaal Eiendomsagente.

Kantoor: Middelburg (0132) 22153/4, Ermelo (01341) 2027. Na-ure: Kallie Krüger 01361 3913, Bethal. Jan Badenhorst 01341 6209, Ermelo (Eiendom Navrae).

HOUSE, GUEST HOUSE, OFFICES AND FACTORY VAN RHYN SMALL HOLDINGS, BENONI

Duly instructed by the Trustee of the insolvent estate **P. J. Uys, Master's Ref. T2374/93**, we will sell by public auction without reserve and to the highest bidder subject to seven days confirmation on Thursday, 25 November 1993 at 10:30 sharp, on the spot being 46 Second Road, Van Rhyh Smallholdings, Benoni, the following:

Erf 46, measuring 17 188 square metres, comprising of main house with three bedrooms, bathroom, lounge, kitchen/dining-room with ELO and hob, scullery and pantry. Guest house with two bedrooms, bathroom, lounge/dining-room and kitchen. Office and factory, 145 square metres, brick under IBR, sheeting and concrete screed floors. Outbuildings consist of stables, store-room and servants' quarters.

Viewing: Wednesday, 24 November from 10:00 to 16:00.

Directions: Take R22 from Benoni, Putfontein exit, left into North/Putfontein Road, left into Cloverdene and right into Second.

Terms: 20% (twenty per cent) deposit on the fall of the hammer in cash or bank-guaranteed cheque and the balance in cash or suitable guarantees within 30 days of confirmation of sale. Subject to 7 days confirmation.

For further particulars please contact the auctioneer, Brian Bolton at (011) 782-6739 or 888-6071.

CAHI AUCTIONEERS

(Reg. CK87/12616/23)

APPRAISERS AND STOCK LIQUIDATORS

Tel. (012) 325-7250

Duly instructed by the trustee in the insolvent estate **W. J. and R. R. Grobler, Master's Ref. T4161/93**, we will sell Tuesday, 30 November 1993 at 11:00, on Site 1141 Deyssel Street, Booysens, Pretoria:

Three-bedroomed home, bathroom, separate w.c., kitchen, with separate scullery, lounge/dining-room with knotty pine ceiling and walls, large games room with study, one lock-up garage and servant's room.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax (012) 324-2215.

CAHI AUCTIONEERS

(Reg. CK87/12616/23)

APPRAISERS AND STOCK LIQUIDATORS

Tel. (012) 325-7250

INSOLVENT ESTATE AUCTION GENTLEMANS RESIDENCE AND 1.700 SQUARE METRE PAN-HANDLE STAND, KING'S HIGHWAY, LYNNWOOD, PRETORIA

Duly instructed by the trustee in the insolvent estate **W. Ernst, Master's Ref. T1396/93**, Tuesday, 7 December 1993 at 11:00, on Site 376, King's Highway, Lynnwood, Pretoria, Portion 3 of Stand 51, measuring 1 882 square metres, Gentlemans Residence comprising a five-bedroomed home of which three bedrooms en suite, study, sewing-room, flower room, spacious fitted kitchen, dining-room with sliding-door onto garden, main lounge, TV lounge with sliding-door onto covered patio, separate laundry, double garage, separate outside gymnasium, roof patio.

Must be seen.

2. Pan-handle stand being Portion 1 of Stand 51, 376A King's Highway, Lynnwood, Undeveloped.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation. For further info contact Greg or Ronel of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax (012) 324-2215.

ELITE POWDER COATERS (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE T3750/93

Powder coating line complete with guns, dip tanks and cages, two tonne overhead crane, shelving, office furniture, etc., at the Spot 35, Baldwin Road, Village Deep, on Monday, 29 November 1993 at 10:30:

Duly instructed we will sell the above as well as miscellaneous office furniture, shelving and powder coating stocks.

The above is subject to change without prior notice.

View: Day prior to auction.

Terms: R1 000 deposit (bank or bank-guaranteed cheque) on registration. The balance to be paid by bank or bank-guaranteed cheque on the day of the sale. Note: No cash will be accepted at the auction venue but can be deposited at the nearest First National Bank. All cheques must be cleared before goods will be released. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive to VAT.

For further details please contact the auctioneers.

I, Vanessa Mather, P.O. Box 15621, Doornfontein, 2028. Tel. (011) 444-5550.

AUCOR GROUP

INSOLVENT ESTATE G. W. HARDING, MASTER'S REF. T2642/93

SILVERFIELDS RESIDENCE KRUGERSDORP

Duly instructed by the Trustee the Aucor Group will sell by public auction a residence on Stand 170, Silverfields, Krugersdorp, in extent 1 115 square metres, situated at 8 Gladwyn Street, Silverfields, at on Site 8, Gladwyn Street, Silverfields, Krugersdorp, on Tuesday, 30 November 1993, at 11:00, for further details please contact the auctioneers.

View: Sunday, 28 November from 11:00 to 16:00, or by appointment with the auctioneer.

Terms: 20% (twenty per cent) deposit (bank or bank-guaranteed cheque) on the fall of the hammer. The balance to be paid by guarantees acceptable to the Trustee within 30 days of confirmation. The sale will take place subject to confirmation within 14 days of the auction date. Note: No cash will be accepted at the auction site but can be deposited at the nearest First National Bank. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

The above is subject to change without prior notice.

I, Vanessa Mather, P.O. Box 15621, Doornfontein. Tel. (011) 444-5550.

MANNIE AUCTIONEERING COMPANY

BLUE FLAME LIQUOR ENTERPRISES (PTY) LTD, IN LIQUIDATION, No. T3245/93, INSOLVENT ESTATE J. A. AND A. COLLIN, No. T4097/93, INSOLVENT ESTATE G. H. GEORGE No. T5215/92, H.J.F. CONCRETE ENGINEERING (PTY) LTD, IN LIQUIDATION, T1662/93, INSOLVENT ESTATE M. C. J. KOTZE, T2509/93, MAC'S MINING AND CONSTRUCTION SAPRES (PTY) LTD, IN LIQUIDATION, No. T2579/93, T.C. DANCE CLUB INTERNATIONAL (JHB) CC, IN LIQUIDATION, No. T2088/93

Duly instructed by the Liquidators, Provisional Liquidators, Trustees and Provisional Trustees in the above matters we will sell by public auction at Martins Transport, Plot 48, Rietspruit, Klip River, on Tuesday, 30 November 1993 at 10:00, the following:

Office furniture and equipment, household furniture, plant, machinery and equipment, vehicles.

Terms: Only cash or bank certified cheques.

On view day prior to sale.

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.

VERED, PUBLIC AUCTION

INSOLVENT ESTATE A. COWPER, MASTER'S REF. T4422/93, AND INSOLVENT ESTATE R. E. D. COWPER, MASTER'S REF. T4421/93

Instructed by the trustee in the above matter we will sell by public auction R.E. of Stand 818, Bryanston, measuring 3 227 square metres.

Improvements consist of double storey dwelling of entrance, lounge, dining-room, kitchen and bedroom (mes) on the Ground Floor and two bedrooms and bathroom on the upper level.

Outbuildings include double lock-up garage and two maids' rooms (to be completed).

Terms: 15% (fifteen per cent) deposit in cash or bank-certified cheque on the fall of the hammer and the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the trustee.

Date of sale: Wednesday, 30 November at 14:30, at the property.

For further information please phone the Auctioneers, Vered Auctioneers, Tel. 646-5432, P.O. Box 84272, Greenside, 2034.

VAN'S AFSLAERS**VEILING CLUBVIEW WONING**

In opdrag van die Kurator van insolvente boedel **A. J. B. Deyssel, Meestersverwysing B292/93**, verkoop Van's Afslaers, ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Donderdag, 2 Desember 1993, 11:00, te Cornellweg 89, Clubview, Verwoerdburg.

Groot: 1 983 m².

Verbeterings: Woonhuis met vier slaapkamers, sit-/eet- en badkamer, kombuis, spens, opwas, motorhuise, bediende-kamer, swembad.

Betaling: 10% (tien persent) deposito plus afslaerskommissie in kontant of gewaarborgde tjek. Waarborgte binne 30 dae.

Inligting: Skakel Van's Afslaers (012) 335-2974.

PHIL MINNAAR (BK) AFSLAERS**BESTORWE BOEDELVEILING VAN DRIESLAAPKAMERWONING MET SWEMBAD IN GESOGDE AREA WATERKLOOF GLEN, PRETORIA**

In opdrag van die Eksekuteur in die bestorwe boedel **M. M. Theron, Boedelnommer 12708/93**, verkoop ons ondergenoemde eiendom per openbare veiling op:

Datum: Woensdag, 1 Desember 1993 om 10:00.

Plek van veiling: Celestestraat 557, Waterkloof Glen, Pretoria.

Beskrywing van eiendom: Erf 740, Waterkloof Glen, ook bekend as Celestestraat 557, Waterkloof Glen, Pretoria, groot 1 607 m².

Verbeteringe: Grasdakwoning met drie slaapkamers, twee badkamers, sit- en TV-kamer apart, eetkamer, oopplan kombuis, studeerkamer, bediende kamer met fasiliteite, twee toesluit motorhuise, volvloer matte, swembad met braaigeriewe, gevestigde tuin en ommuur.

Besigtiging: Daaglik tussen 16:00 en 19:00.

Terme: 20% (twintig persent) en balans binne 45 dae na bekragtiging.

Verdere navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar (BK) Afslaers, CK85/01372/73, Posbus 28265, Sunnyside. Tel. 322-8330/1/2. Faks (012) 322-9263.

MANNIE AUCTIONEERING COMPANY**PREFERRED LIQUOR STORE CC, IN LIQUIDATION, No. T4191/93, TRADING AS WINE ROUTE LIQUORS**

Duly instructed by the Provisional Liquidator in the above matter we will sell by public auction on the spot, Wine Route Liquors, 8 Republic Place, Mikro Road (off Pretoria Street), Ferndale, Randburg, on Wednesday, 1 December 1993 at 10:30 the following:

Fully equipped and well appointed bottle store with current liquor licence.

The business is currently trading and is very well situated, current lease on the premises, leases and rental agreements for encumbered assets transferable, to be sold as a going concern and failing a suitable offer in the following manner:

1. Liquor Licence.
2. Stocks to be taken over at cost, as a whole.
3. Unencumbered fixtures and fittings.
4. Encumbered fixtures and fittings.

Terms: Only cash or bank certified cheques. Buyers are required to lodge a refundable cash deposit of R10 000 on registration.

On view by appointment subject to change without prior notice.

Please contact Mannie or Leon Underslak at Tel. 29-9617 for additional information.

Mannie Auctioneering Co., Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troye Street, corner Pritchard Street, P.O. Box 9211, Johannesburg, 2000. Tel. (011) 29-9617. Fax. (011) 333-3460.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: P. W. AND D. E. DE BRUIN, MASTER'S REFERENCE NUMBER: T1920/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 12 Kameelboom Street, Elspark, District of Germiston, Transvaal, on Thursday, 2 December 1993, at 12:00, a bedroomed home.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**MY HOME CC, IN LIQUIDATION, MASTER'S REF. T2523/93**

Duly instructed by the liquidator in the above-mentioned matter, we will sell by public auction, on site at 115 Sixth Street, Linden, District of Johannesburg, Transvaal, on Thursday, 2 December 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: G. J. CLOETE, MASTER'S REFERENCE NUMBER: T2124/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 58 Kamelia Street, Arcon Park, District of Vereeniging, Transvaal, on Wednesday, 1 December 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: K. ERASMUS, MASTER'S REFERENCE NUMBER: T3220/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 11 Lols Road, Illiondale, District of Edenvale, Transvaal, on Thursday, 2 December 1993, at 13:30, 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: A. R. AND A. M. DE KLERK, MASTER'S REFERENCE NUMBER: T1267/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 4 Donne van der Westhuizen Street, Randpoort, District of Randfontein, Transvaal, on Wednesday, 1 December 1993, at 10:30, a three-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: A. P. P. OLIVIER, MASTER'S REFERENCE NUMBER: T1540/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Plot 156, Nānescol Agricultural Holdings, District of Vanderbijlpark, Transvaal, on Tuesday, 30 November 1993 at 12:00, a three-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: A. P. P. OLIVIER, MASTER'S REFERENCE NUMBER: T1540/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Plot 76, Stephano Park Extension 1, District of Vanderbijlpark, Transvaal, on Tuesday, 30 November 1993, at 10:30, a five-bedroomed residence.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**MEYERTON CABLE INVESTMENTS (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE T1901/93**

Duly instructed by the Liquidator in the above-mentioned matter, we will sell by public auction, on site at 1061 Factory Street, Meyerton, District of Meyerton, Transvaal, on Tuesday, 30 November 1993, commencing at 10:30, property with two factory buildings.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: C. G. DZEREFOFOS, MASTER'S REFERENCE NUMBER: T2667/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 83 Studland Avenue, Dinwiddie, District of Germiston, Transvaal, on Monday, 29 November 1993, at 12:30, a three-bedroomed residence.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**LAND EIENDOMS AGENTSAP (EIENDOMS BPK.), IN LIQUIDATION, MASTER'S REFERENCE: T4248/93**

Duly instructed by the Liquidator in the above-mentioned matter, we will sell by public auction, on site at corner Retief and Louw Streets, Heidelberg, District of Heidelberg, Registration Division IR, Transvaal, on Monday, 29 November 1993 at 10:30, vacant stands.

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. CUM, MASTER'S REFERENCE NUMBER: T3324/93**

Duly instructed by the Trustee in the above-mentioned Insolvent Estate, we will sell by public auction, on site at Plot Number 319, a portion of Portion 79, of the farm Rietfontein 189, Registration Division IQ, Muldersdrift, District of Krugersdorp, Transvaal, on Monday, 29 November 1993, commencing at 10:30, 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: G. CUM, MASTER'S REFERENCE NUMBER: T3324/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Plot 79, of the farm Rietfontein 189, Registration Division IQ, Muldersdrift, District of Krugersdorp, Transvaal, on Monday, 29 November 1993, commencing at 10:30, a four-bedroomed home on smallholding.

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. VAN DER WESTHUIZEN, MASTER'S REFERENCE NUMBER: T2710/92**

Duly instructed by the Trustee and the Attorneys acting for the Judgment Creditor in terms of a writ of attachment under Case 16174/92, in the above-mentioned insolvent estate, we will sell by public auction, on site at 26 and 28 De Vos Street, Paarlshoop (Langlaagte), District of Johannesburg, Transvaal, on Wednesday, 1 December 1993, commencing at 12:30, two apartment buildings.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: J. F. DREYER, MASTER'S REFERENCE NUMBER: T4337/82**

Duly instructed by the Executor in the above-mentioned deceased estate, we will sell by public auction, on site at 66 Fowler Street, Westonaria, District of Westonaria, Transvaal, on Friday, 3 December 1993, at 10:30, 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: W. P. AND A. C. S. VILJOEN, MASTER'S REFERENCE NUMBER: T1693/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 3 Winterberg Road, Finsbury, District of Randfontein, Transvaal, on Monday, 29 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: D. J. ERASMUS, MASTER'S REFERENCE NUMBER: T4109/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 7 Jan Kemp Street, Rooihuiskraal Extension 3, District of Verwoerdburg, Transvaal, on Thursday, 2 December 1993, on 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: E. R. ELS, MASTER'S REFERENCE NUMBER: T2655/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 58 Kritzenger Street, Brakpan, District of Brakpan, Transvaal, on Friday, 3 December 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. J. KHOURY, MASTER'S REFERENCE NUMBER: T2535/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 3 Corbel Crescent, Glenhazel, District of Johannesburg, Transvaal, on Friday, 3 December 1993, at 10:30, a five-bedroomed home.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PETER WILLIAMS

(Reg. No. 83/3833)

AUCTION SALES**IMPORTANT LIQUIDATION SALE OF ENTIRE STOCK OF HARDWARE AND PLUMBERS' SUPPLY MERCHANTS, APPROXIMATELY R2 MILLION AT COST, BALLANTINES, PRETORIUS STREET, PRETORIA**

Duly instructed thereto by the liquidator of Ballantines (Pty) Ltd, in liquidation, Master's Reference T3143/93, we will sell, on Monday, 6 December 1993 at 10:00, on the spot, i.e., 376 Pretorius Street, Pretoria, the undermentioned stock, to be sold in 8 separate lots, as set out hereunder:

A. Plumbers brassware (approximate cost price R515 000,00) including Cobra, Image, Nova, Focus and Isca taps, mixers and shower fittings, Cobra, Conex and Flarex plumbing products. Valves and medical/laboratory and waste fittings.

B. Plumbers general (approximate cost price R515 000,00), including galvanised, cast iron, EW, PVC pipes and fittings. Concrete and rainwater goods products. Shanks, Vaal and Betta sanitaryware. Cast iron and plastic baths, basins and cisterns. Stainless steel products. Toilet seats, traps, washers and plugs.

C. General hardware (approximate cost price R140 000,00), including abrasives, adhesives, liquids, paints and sprays, bolts, nuts and fasteners. Brushware and cleaning equipment.

D. Building material (approximate cost price R240 000,00), including roof and ceiling material, timber, doors, pelmet tracks. Solid and Josiah Parkes locks and accessories.

E. Tools and gardening (approximate cost price R300 000,00), including Metabo, Makita, Bosch power tools, record and Vicker and RW handtools, drills, files, pliers, spanners, wrenches, stocks and dies, etc.

F. Tiles and Fittings (approximate cost price R160 000,00), including Johnson, Pilkington and Samca tiles and fittings. Bathroom fittings, cabinets, ceramic fittings. AC facias and sills.

G. Electrical appliances and spares (approximate cost price R84 000,00), including Jenn-Air grill-ranges, works and accessories. Electrical smalls, stoves and geyser spares.

H. Welding Equipment and Accessories (approximate cost price R110 000,00), including Easiweld and Sievert brands, Tonco welders, Handigas cylinders, nozzles, valves, burners, regulators etc.

I. Lots A-H as a whole.

N.B. The above figures are given as a guide only, and are not guaranteed.

Viewing: 29 November- 3 December, from 9:00 to 17:00, daily, or by arrangement.

Terms: Strictly bank-guaranteed cheques or cash. A refundable registration deposit of R2 000,00 will be payable.

Note: VAT at 14% (fourteen per cent) will be charged on all bids.

For further details: Contact the Auctioneer, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. (012) 3352931/2.

PETER WILLIAMS PROPERTY AUCTIONS

Reg. No. 83/3833

LIQUIDATION SALE OF ATTRACTIVE, NORTH-FACING HIGH-LYING RESIDENCE WITH SPACIOUS FLATLET, BOUVARDIA AVENUE, LYNNWOOD RIDGE

Duly instructed thereto by the Liquidator of Huston Electronics S.A. (Pty) Ltd, in liquidation, Master's Reference T2704/93, we will sell, subject to confirmation on Tuesday, 30 November 1993 at 10:00, on the spot, i.e. 97 Bouvardia Avenue, Lynnwood Ridge, the undermentioned property:

Erf 57, Lynnwood Ridge, measuring 1 569 square metres, being 97 Bouvardia Avenue.

Improvements consist of a north-facing family home of three bedrooms (main bedroom with full bathroom en suite), second bathroom, separate toilet, lounge with sliding doors opening onto balcony, TV-room, dining-room, family room and sewing room. Kitchen with eye-level oven and laundry.

A separate flat of open-plan lounge/dining-room with sliding doors onto sun patio, kitchen with attractive wooden cupboards (no stove), two bedrooms, study and bathroom.

Double garage, servant's room and toilet.

Attractive wrought iron boundary fence with remote-controlled gates.

Auctioneer's note: This spacious high-lying family home is set in a well-wooded garden and situated in a quiet area with a lovely view. Prospective purchasers are urged to view this property.

Directions: From Camellia Avenue, turn into Priory Road, and right into Bouvardia Avenue, watch for our boards.

Viewing: Daily from 10 a.m. to 18:00.

Terms: 15% (fifteen per cent) deposit on day of sale and balance within 30 days of confirmation.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 33-52931/2.

PETER WILLIAMS PROPERTY AUCTIONS

(Reg. No. 83/3833)

INSOLVENT ESTATE SALE OF HIGH-LYING, WELL-SITUATED SPACIOUS FAMILY HOME, MALHERBE STREET, CAPITAL PARK

Duly instructed thereto by the Trustee in the insolvent estate of **J. S. Nel, Master's Ref. T3559/93**, we will sell, subject to confirmation on Saturday, 27 November 1993 at 11:00, on the spot, i.e., 327 Malherbe Street, Capital Park, the undermentioned property:

Portion 1 of Erf 1449, Capital Park, measuring 1 844 square metres, being 327 Malherbe Street, on which is erected:

A well-built, north-facing family home consisting of spacious lounge, dining-room, four bedrooms, bathroom with separate toilet, kitchen and separate scullery. Study, sewing room.

Double garage. Outbuildings of servant's room and toilet, and laundry.

Fully-fenced swimming-pool, set in a parklike garden with numerous trees and shrubs.

Auctioneer's note: Features of this family home are the steel ceilings which are in excellent condition, and the spaciousness of the living-rooms.

Viewing: Daily from 10:00 to 18:00.

Terms: 15% (fifteen per cent) deposit on day of sale and balance within 30 days of confirmation.

Financing: A substantial building society bond is available to an approved purchaser.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 3352931/2.

PETER WILLIAMS

Reg. No. 83/3833

PROPERTY AUCTIONS**INSOLVENT ESTATE SALE OF WELL-SITUATED FAMILY HOME, SERENE STREET, GARSFONTEIN**

Duly instructed thereto by the Trustee in the insolvent estates of **P. D. and E. L. O'Donoghue, Master's Reference T2597/93**, we will sell, subject to confirmation, on Monday, 29 November 1993 at 10:00, on the spot, i.e. 378 Serene Street, Garsfontein, the undermentioned property:

Panhandel Erf 1383, Garsfontein Extension 6, measuring 1 375 square metres, being 378 Serene Street, on which is erected:

A brick under tile family home of three-bedrooms with built-in cupboards and wall-to-wall carpeting, main bedroom with bathroom en suite, second bathroom, spacious lounge, dining-room, well-fitted kitchen with attractive wooden cupboards.

Servant's room and toilet. Borehole. Single garage.

Swimming-pool (not yet completed).

Auctioneer's note: This property afford the first-time home buyer the ideal opportunity of acquiring a property in this popular suburb.

Viewing: Daily from 10:00 to 18:00.

Terms: 15% (fifteen per cent) on day of sale and balance within 30 days of confirmation.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 3352931/2.

PETER WILLIAMS PROPERTY AUCTIONS

Reg. No. 83/3833

UNRESERVED INSOLVENT ESTATE SALE OF HIGH-LYING WAVERLEY HOME WITH ADJOINING FLATLET

Duly instructed thereto by the Trustee in the insolvent estate of **P. W. Botha, Master's Ref. T3381/92**, we will sell, subject to confirmation on the fall of the hammer, on Saturday, 27 November 1993 at 10:00, on the spot, i.e. 1366 Moulton Avenue, Waverley, the undermentioned property:

Remaining extent of Erf 255, Waverley, measuring 1 422 square metres, being 1366 Moulton Avenue, on which is erected:

A brick under iron family home of three bedrooms with built-in cupboards, bathroom, shower and toilet, family-room, lounge, dining-room and study. Spacious kitchen with numerous cupboards, enclosed back verandah.

An adjoining flatlet, consisting of a bedroom, bathroom and kitchen.

Carport for two vehicles. Neat and private garden.

Auctioneer's note: Prospective purchasers are urged to view this property which is well-situated in this popular suburb.

Terms: 15% (fifteen per cent) deposit on day of sale and balance within 30 days of sale.

Financing: A substantial building society bond is available to an approved purchaser.

Viewing: Mondays, Wednesdays and Fridays from 15:00 to 17:00.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 3352931/2.

PETER WILLIAMS AUCTION SALES

Reg. No. 83/3833

UNRESERVED LIQUIDATION ESTATES SALE OF 1990 HINO FE 12-136 FREIGHT CARRIER WITH CARGO BODY IN EXCELLENT CONDITION, 1988 NISSAN SENTRA 1.6 GL, LARGE SELECTION OF OFFICE FURNITURE, HOUSEHOLD FURNITURE, ETC.

Duly instructed thereto as set out hereunder, we will sell, entirely without reserve, at our Auction Rooms, 181 Louis Trichardt Street, Mayville, Pretoria, on Wednesday, 1 December 1993 at 10:00, the undermentioned:

Huston Electronics S.A. (Pty) Ltd, in liquidation, **T2704/93**, **Structech (Pty) Ltd**, in liquidation, **T1127/93** and others:

1990 Toyota Hino FE12-136 freight carrier (bodywork, upholstery and tyres in good condition, cargo body in excellent condition), 1988 Nissan Sentra 1.6GL, large selection of office furniture and equipment, including computer and office desks, steel cabinets, photocopier, filing cabinets, office and typists' chairs, Chatwood Milner safe, computers, keyboards, typewriter, etc. etc. A selection of household furniture, including 8-piece dining-room suite, tea trolley, grocery cabinet, dressing table, side tables, etc. etc.

Auctioneer's note: We urge all interested parties including freight carriers, express deliveries, etc., to view the Hino truck as it is seldom that a vehicle in such good condition is offered for sale by public auction.

Terms: Strictly bank-guaranteed cheques or cash.

Viewing: Monday and Tuesday 29 and 30 November from 9:00 to 16:00.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 3352931/2.

INSOLVENSIEVEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **Shaun Cashell Hughes, Meestersverwysing T5384/1992**, verkoop ons per openbare veiling op Vrydag, 26 November 1993 om 12:00, te die eiendom:

Hoewe 80, Nanescol-landbouhoewe, Registrasieafdeling IQ, Transvaal, groot 1,200 hektaar.

Verbeterings: Woonhuis met sinkdak op die eiendom wat bestaan uit sitkamer, eetkamer, gesinskamer, studeerkamer, werkskamer, drie slaapkamers, badkamer met toilet, kombuis en buitegeboue. Op die eiendom is daar twee boorgate.

Voorwaardes van verkoping: 15% (vyftien persent) van die koopprys in kontant op dag van veiling. Balans van koopprys gewaarborg te word binne 30 dae na verkoping.

Vir verdere navrae en besigtiging skakel Dientjie Oosthuizen. Tel. (016) 311707.

JAC'S AFSLAERS

Behoorlik gelas daartoe deur die Kurator in die insolvente boedel van **M. N. en N. V. Matsie, Meestersverwysing T142/93**, verkoop ons per publieke veiling by die Landdroskantore, Klerksdorp, op 1 Desember 1993 om 10:00:

1. Erf 1030, Kanana, verbeter met 12 woonstelle.
2. Erf 1032, Kanana verbeter met 'n spog woonhuis.

Terme: 20% (twintig persent) deposito van verkoopprijs kontant met toeslaan van bod en balans deur verskaffing van waarborge binne 30 (dertig) dae van bekragtiging van verkoping deur Kurator.

Navrae: Jac's Afslers, S. A. Permanente-gebou, Eerste Verdieping, Boomstraat, Posbus 22, Klerksdorp, 2570. Mnr. Snyman, Tel. 018-4622705.

CONSILIOR (EDMS.) BPK.**INSOLVENTE BOEDELVEILING****VAN 2 GREYLINGSTAD PLASE, MELKTOERUSTING EN IMPLEMENTE**

In opdrag van die Kurator in die insolvente boedel van **J. L. Reincoko, Meestersverwysing T3847/93**, verkoop ons die onderstaande per openbare veiling op Maandag, 6 Desember 1993 om 11:00, op die plaas Rietfontein, sien ligging.

Eiendomme:

(a) Gedeelte 9, 'n gedeelte van Gedeelte 1 van die plaas Rietfontein 566 Registrasieafdeling IR, Transvaal, groot 311,0110 ha.

(b) Resterende gedeelte van Gedeelte 15 van die plaas Boschmansfontein 523 Registrasieafdeling IR, Transvaal, groot 624,6431 ha.

Melktoerusting, trekker, stroper, implemente, besproeiingspype, ens.

Ligging van veiling.

Vanaf Greylingstad met Villiers pad vir $\pm$ 200 meter, regs met Rietfontein pad vir $\pm$ 7 km, links in na opstal.

*Voorwaardes van verkoop:**A. Eiendomme*

1. 10% (tien persent) deposito tesame met afslerskommissie per bankgewaarborgde tjek, met die toeslaan van die bod.
2. Vir balans, goedgekeurde waarborg binne 45 dae na bekragtiging.
3. Aanbiedinge onderhewig aan bekragtiging voor 16:00 op 13 Desember 1993.
4. Okkupasie op datum van bekragtiging.
5. BTW eksklusief.

B. Losgoed:

Voetstoots vir kontant of bankgewaarborgde tjek, BTW eksklusief. Items kan ter enige tyd van die veiling onttrek word.

Navrae: Consillor (Edms.) Bpk., Ermelo. Tel. 01341-91106.

PROPERTY MART SALES**TWO-BEDROOMED FLAT, ORMONDE**

Duly instructed by the Provisional Trustee in the insolvent estate **N. M. Weiss, Master's Ref. T3459/93**.

We shall sell subject to 7 days confirmation:

Unit 72, Charolais Court, measuring 98 square metres in extent and situated in Daman Street, Ormonde. The improvements comprise of a lounge/dining-room, open plan kitchen with Gemini stove, the lounge/dining-room leads onto a balcony, staircase which leads to the upper floor, two bedrooms with BIC, two bathrooms tiled to the roof, main en suite. The unit is fully carpeted and has wooden framed windows. The outbuildings comprise of a carport and store-room. There is a pool on the property for common use.

Sale takes place on the spot on Tuesday, 30 November at 11:00.

Terms: 20% (twenty per cent) at the drop of hammer in cash or bank cheque. Balance within 30 days after confirmation by bank or building society guarantee.

Auctioneer: Property Mart (Est. 1963), 244 Louis Botha Avenue, First Floor, Pogir Ginsberg House, 2192; P.O. Box 46058, Orange Grove, 2119. Tel: (011) 728-1283. Fax: (011) 728-5215. After hours: (011) 793-6164.

DE BEER GOOSEN EN KIE**INSOLVENTE BOEDELVEILING VAN 3X LUKSE WOONHUIS TE GROBLERSDAL**

In opdrag van die Kurators, in die insolvente boedels van **Mnr. D. Joubert en Mev. E. C. Joubert, Meestersverwysing T2748/93**, en **Mnr. J. E. Human, Meestersverwysing T4522/92**, sal ons die ondervermelde vaste eiendomme per openbare veiling verkoop op Vrydag, 26 November 1993 om 10:00 (10 vm.) en 11:00 (11 vm.)

1. Beskrywing van die vaste eiendomme:

(a) Resterende gedeelte van Erf 64, van die dorp Groblersdal, Registrasieafdeling JS, Transvaal, groot 1 773 vierkante meter (ook bekend as Groblerlaan 21A).

(b) Gedeelte 1 van Erf 64, van die dorp Groblersdal, Registrasieafdeling JS, Transvaal, groot 1 739 vierkante meter (ook bekend as Groblerlaan 21).

(c) Gedeelte 134 van Erf 766, geleë in die dorp Groblersdal-uitbreiding 9, Registrasieafdeling JS, Transvaal, groot 1 025 vierkante meter (ook bekend as Springbokstraat 18).

2. Verbeterings op die eiendomme:

(a) Resterende gedeelte van Erf 64:

Op die eiendom is 'n pragtige, luukse woonhuis van baksteen en sementkonstruksie met harvey-teëldak opgerig, bestaande uit voorste onderdak stoep met leiklip plaveisel, sitkamer met houtplafon en vloermoetafwerking asook elektriese lugreëlaar, gesinskamer met vloermoetafwerking en 2x glasskuipeure na buite, hoofslaapkamer met vloermoetafwerking, houtafgewerkte ingeboude hangkaste, Sharp elektriese lugreëlaar, tesame met eie inloop badkamer met vloermoetafwerking, met bad, hande opwasbak, toilet asook stort, 2x slaapkamers met vloermoetafwerking en hout ingeboude hangkaste, gang met vloermoetafwerking en ingeboude hout hangkaste, aparte toilet met vloermoetafwerking, aparte badkamer met vloermoetafwerking met bad, hande opwasbak asook stort, kombuis met leiklipvloerafwerking asook staalkombuis kaste met Fuchs Ware oog-hoogte-oond, opwaskamer met leiklipvloerafwerking en dubbel vlekvrystaal opwasbakke en staalkaste, aparte waskamer met leiklipvloerafwerking met dubbel vlekvrystaal opwasbak en staal muurkaste, onderdak agterste stoep met leiklipvloerafwerking en sinkdak, aparte woonstelkompleks van baksteen en sementkonstruksie met harvey-teëldakafwerking bestaande uit sit-/eetkamer met vloermoetafwerking en 2x glasskuipeure, slaapkamer met marley-teëlvloerafwerking, aparte badkamer met sementvloeroppervlakte met bad, hande opwasbak, toilet en stort, buitegeboue bestaande uit dubbel motorhuis en bediendekamer en toilet van baksteen en sementkonstruksie met asbesdak met sementvloeroppervlakte, grasdak lapa met houtpaalkonstruksie en baksteen plaveisel, swembad van spuitbetonkonstruksie met sandfilter en pomp, plus minus 50 vierkante meter. Totale woonerf deels omhein met beton omheining met hoogte plus minus 1,5 meter, deels draad omheining, toegeruste standhoudende boorgat.

(b) Gedeelte 1 van Erf 64:

Woonhuis van baksteen en sementkonstruksie met sinkdak bestaande uit sitkamer met houtplafon en vloermoetafwerking, eetkamer met houtplafon en vloermoetafwerking, kombuis met vlekvrystaal opwasbak en novilon vloerafwerking met elektriese stoof, 3 x slaapkamers met novilon en vloermoetafwerking, aparte toilet, aparte badkamer met bad en hande opwasbak, buite geboue bestaande uit dubbel motorhuis met sinkdak en sementvloeroppervlakte en bediende kamer, uitermatige groot motorafdak van staal en asbeskonstruksie met sementvloeroppervlakte, eiendom omhein met beton omheining met hoogte ongeveer 1,5 meter. Dit dien daarop gelet te word dat die eiendom beskik oor besigheidsregte.

(c) Gedeelte 134 van Erf 766:

Woonhuis van klinker baksteen en sementkonstruksie met sinkdak, bestaande uit ontvangsportal met houtplafon, sitkamer met houtplafon, vloermoetafwerking, eetkamer met houtplafon vloermoetafwerking, kombuis met houtplafon, novilon vloerafwerking asook geelhout en imboya luukse kombuis kaste met Defy Gemini oog-hoogte-oond, aparte opwas-kamer met houtplafon en novilon vloerafwerking en dubbel vlekvrystaal opwasbak, gesins-, TV-kamer met houtplafon en vloermoetafwerking, glasskuipeur na buite, 2x slaapkamers met asbes plafon en vloermoetafwerking, hoofslaapkamer met asbes plafon en vloermoetafwerking en ingeboude hangkaste van houtafwerking met inloop stort, toilet en hande opwasbak, aparte toilet met novilon vloerafwerking, aparte badkamer met bad en hande opwasbak, novilon vloerafwerking en asbes plafon, gang met ingeboude hangkaste van houtafwerking, bediendetoilet, buitegeboue bestaande uit dubbel motorhuis van klinkersteen en sementkonstruksie met sinkdak en sementvloerafwerking, grasdak lapa met houtpaalkonstruksie, sementoppervlakte plus minus 45 vierkante meter, swembad van spuitbeton, teëlafwerking met sandfilter pomp plus minus 40 vierkante meter, woonerf omhein met klinkersteen muur hoogte plus minus 1,5 meter.

3. *Afslaaersnota:* 'n Ideale geleentheid om luukse ruim en stewiggeboue woonhuise in Groblersdal te bekom. Eien-domme soos hierdie kom nie somer in die mark nie.

4. *Plek en volgorde van veiling:* Die veiling word gehou by die betrokke woonhuise, self, geleë te Groblerlaan 21A en Groblerlaan 21, asook Springbokstraat 18, en sal die eiendom bekend as Resterende Gedeelte van Erf 64, eerste om 10:00 (10 vm) opgeveel word en daarna die woonhuis geleë te Gedeelte 1 van Erf 64, Groblersdal. Die woonhuis geleë te Gedeelte 134 van Erf 766, sal by die betrokke woonhuis om 11:00 (11 vm) opgeveel word.

5. *Finansiering:* Finansiering is beskikbaar indien dit vroegtydig met die afslaer gereël word.

6. *Verkoopvoorwaardes:* 20% (twintig persent) van die koopsom van die eiendom is betaalbaar in kontant of by wyse van 'n bankgewaarborgde tjek by die toeslaan van die bod; vir die balans van die koopsom moet die Koper aanvaarbare bank- of bougenootskapswaarborg in die gebruikelike vorm lewer binne dertig (30) dae na datum van bekragtiging van die verkoper, verkoopkommissie sal deur die verkoper/koper betaal word, verdere volledige verkoopvoorwaardes lê ter insae by die afslaers.

7. *Besigtiging:* Voornemende kopers word vriendelik versoek om besigtiging met afspraak te reël deur middel van die afslaer.

8. *Afslaers:* De Beer, Goosen & Kie., De Juregebou, Staatsplein, Posbus 330, Marble Hall. Tel. (012020) 3187.

9. *Navrae:* Jan de Beer.

DE BEER GOOSEN EN KIE

INSOLVENTE BOEDELVEILING VAN 3 X LUKSE WOONHUIS TE GROBLERSDAL

In opdrag van die Kurators, in die insolvente boedels van **Mnr. D. Joubert** en **Mev. E. C. Joubert, Meestersverwysing T2748/93**, en **Mnr. J. E. Human, Meestersverwysing T4522/92**, sal ons die ondervermelde vaste eiendomme per openbare veiling verkoop op Vrydag, 26 November 1993 om 10:00 (10 vm) en 11:00 (11 vm).

1. Beskrywing van die vaste eiendomme:

(a) Resterende Gedeelte van Erf 64, van die dorp Groblersdal, Registrasieafdeling JS, Transvaal, groot 1 773 vierkante meter (ook bekend as Groblerlaan 21A).

(b) Gedeelte 1 van Erf 64, van die dorp Groblersdal, Registrasieafdeling JS, Transvaal, groot 1 739 vierkante meter (ook bekend as Groblerlaan 21).

(c) Gedeelte 134 van Erf 766, geleë in die dorp Groblersdal-uitbreiding 9, Registrasieafdeling JS, Transvaal, groot 1 025 vierkante meter (ook bekend as Springbokstraat 18).

2. Verbeterings op die eiendomme:

(a) Resterende gedeelte van Erf 64:

Op die eiendom is 'n pragtige, luukse woonhuis van baksteen en sementkonstruksie met harvey-teëldak opgerig, bestaande uit voorste onderdak stoep met leiklip plaveisel, sitkamer met houtplafon en vloermoetafwerking asook elektriese lugreëlaar, gesinskamer met vloermoetafwerking en 2×glasskuifdeure na buite, hoofslaapkamer met vloermoetafwerking, houtafgewerkte ingeboude hangkaste, Sharp elektriese lugreëlaar, tesame met eie inloop badkamer met vloermoetafwerking, met bad, hande opwasbak, toilet, asook stort, 2 × slaapkamers met vloermoetafwerking en hout ingeboude hangkaste, gang met vloermoetafwerking en ingeboude hout hangkaste, aparte toilet met vloermoetafwerking, aparte badkamer met vloermoetafwerking met bad, hande opwasbak asook stort, kombuis met leiklipvloerafwerking asook staal kombuiske, met Fuchs Ware oog-hoogte-oond, opwaskamer met leiklipvloerafwerking en dubbelvlekvrystaal opwasbakke en staalkaste, aparte waskamer met leiklipvloerafwerking met dubbel vlekvrystaal opwasbak en staal muurkaste, onderdak agterste stoep met leiklipvloerafwerking en sinkdak, aparte woonstelkompleks van baksteen en sementkonstruksie met harvey-teëldakafwerking bestaande uit sit-/eetkamer met vloermoetafwerking en 2×glasskuifdeure, slaapkamer met marley-teëlvloerafwerking, aparte badkamer met sementvloeroppervlakte met bad, hande opwasbak, toilet en stort, buitegeboue bestaande uit dubbel motorhuis en bediende kamer en toilet van baksteen en sementkonstruksie met asbesdak met sementvloeroppervlakte, grasdak lapa met houtpaalkonstruksie en baksteen plaveisel, swembad van spuitbetonkonstruksie met sandfilter en pomp, plus minus 50 vierkante meter. Totale woonerf deels omhein met beton omheining met hoogte plus minus 1,5 meter, deels draad omheining, toegeruste standhoudende boorgat.

(b) Gedeelte 1 van Erf 64:

Woonhuis van baksteen en sementkonstruksie met sinkdak bestaande uit sitkamer met houtplafon en vloermoetafwerking, eetkamer met houtplafon en vloermoetafwerking, kombuis met vlekvrystaal opwasbak en novilon vloerafwerking met elektriese stoof, 3×slaapkamers met novilon en vloermoetafwerking, aparte toilet, aparte badkamer met bad en hande opwasbak, buitegeboue bestaande uit dubbel motorhuis met sinkdak en sementvloeroppervlakte en bediende kamer, uitermatige groot motorafdek van staal en asbeskonstruksie met sementvloeroppervlakte, eiendom omhein met betonomheining met hoogte ongeveer 1,5 meter. Dit dien daarop gelet te word dat die eiendom beskik oor besigheidsregte.

(c) Gedeelte 134 van Erf 766:

Woonhuis van klinker baksteen en sementkonstruksie met sinkdak, bestaande uit ontvangsportaal met houtplafon, sitkamer met houtplafon, vloermoetafwerking, eetkamer met houtplafon vloermoetafwerking, kombuis met houtplafon, novilon vloerafwerking asook gehout en imboya luukse kombuiske met Defy Gemini oog-hoogte-oond, aparte opwas-kamer met houtplafon en novilon vloerafwerking en dubbel vlekvrystaal opwasbak, gesins-, TV-kamer met houtplafon en vloermoetafwerking, glasskuifdeur na buite, 2 × slaapkamers met asbes plafon en vloermoetafwerking, hoofslaapkamer met asbes plafon en vloermoetafwerking en in geboude hangkaste van houtafwerking met inloop stort, toilet en hande opwasbak, aparte toilet met novilon vloerafwerking, aparte badkamer met bad en hande opwasbak, novilon vloerafwerking en asbes plafon, gang met ingeboude hangkaste van houtafwerking, bediende toilet, buitegeboue bestaande uit dubbel motorhuis van klinkersteen en sementkonstruksie met sinkdak en sementvloerafwerking, grasdak lapa met houtpaalkonstruksie, sementoppervlakte plus minus 45 vierkante meter, swembad van spuitbeton, teëlfafwerking met sandfilter pomp plus minus 40 vierkante meter, woonerf omhein met klinkersteen muur hoogte plus minus 1,5 meter.

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8. *Afslaaers*: De Beer, Goosen & Kie., De Juregebou, Staatsplein, Posbus 330, Marble Hall. Tel. (012020) 3187.

9. *Navrae*: Jan de Beer.

INHOUDSOPGAWE

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