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Staatskoerant
Government Gazette

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WETLIKE KENNISGEWINGS

LEGAL NOTICES

B

GEREGTELIKE EN ANDER OPENBARE VERKOPE

SALES IN EXECUTION AND OTHER PUBLIC SALES

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 JUNIE 1993)

LYS VAN VASTE TARIEWE

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

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

(COMMENCEMENT: 1 JUNE 1993)

LIST OF FIXED TARIFF RATES

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

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE
CONDITIONS FOR PUBLICATION

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

(1) enige vertraging by die publikasie van 'n kennisgewing of vir die publikasie daarvan op 'n ander datum as dié deur die adverteerder bepaal;

(2) die foutiewe klassifikasie van 'n kennisgewing of die plasing daarvan onder 'n ander afdeling of opskrif as die afdeling of opskrif wat deur die adverteerder aangedui is;

(3) enige redigering, hersiening, weglating, tipografiese foute of foute wat weens dowwe of onduidelike kopie mag ontstaan.

AANSPREEKLIKHEID VAN ADVERTEERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

(1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

(2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

(3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

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

KOPIE

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

(a) die lys van vaste tariewe; of

(b) indien die vaste tariewe nie van toepassing is nie, die woordetal-tariewe.

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

(a) the list of fixed tariff rates; or

(b) where the fixed tariff rate does not apply, the word count rate.

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

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

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

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

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

BEWYS VAN PUBLIKASIE

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

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

GEREGTELIKE VERKOPE · SALES IN EXECUTION

TRANSVAAL

Saak 2234/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Thibedi Simon Ramarumo** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 29 Maart 1993, en 'n lasbrief vir eksekusie gedateer 2 April 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju voor die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 4 Februarie 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 33826, voorheen bekend as Erf 543, Tsakane-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 260 (tweehonderd en sestig) vierkante meter, geleë te Erf 33826, voorheen bekend as Erf 543, Tsakane-uitbreiding 1-dorpsgebied.

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

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 20ste dag van Desember 1993.

J. W. A. van Wyk, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 12351/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Nkosana Fillip Thabalala,** Eerste Eksekusieskuldenaar, en **Thandi Esther Banda,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 12 November 1993, en 'n lasbrief vir eksekusie gedateer 19 November 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, 4 Februarie 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 21545, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 260 (tweehonderd en sestig) vierkante meter, geleë te Erf 21545, Tsakane-uitbreiding 11-dorpsgebied.

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

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 20ste dag van Desember 1993.

J. W. A. van Wyk, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 12354/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Mandlenkosi Mokwabuza,** Eerste Eksekusieskuldenaar, en **Noililo Maria Mokwabuza,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 12 November 1993, en 'n lasbrief vir eksekusie gedateer 19 November 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, 4 Februarie 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 21772, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 250 (twee honderd en vyftig) vierkante meter, geleë ter Erf 21772, Tsakane-uitbreiding 11-dorpsgebied.

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

Vernaamste voorwaardes van verkoping:

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

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

3. Die koopprys is soos volge 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 20ste dag van Desember 1993.

J. W. A. van Wyk, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 12352/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Muntu Sam Ndhlovu,** Eerste Eksekusieskuldenaar, en **Joyce Makhosazana Ndhlovu,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 12 November 1993, en 'n lasbrief vir eksekusie gedateer 19 November 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, 4 Februarie 1994 om 11:00:

Die reg, titel en belang in huurpag van Gedeelte 109 van Erf 21669, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 104 (een honderd en vier) vierkante meter, geleë te Gedeelte 109 van Erf 21669, Tsakane-uitbreiding 11-dorpsgebied.

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

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volge 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 20ste dag van Desember 1993.

J. W. A. van Wyk, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 24559/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Azwifabelwi Wilfred Mulovhedzi,**

Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 16 November 1993, sal die volgende eiendom op 26 Januarie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Erf 625, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 625, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 25053/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Aubrey Ntsime** en **Francina Puleng Ntsime,**

Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 16 November 1993, sal die volgende eiendom op 26 Januarie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Erf 835, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 835, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 25052/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *versus* **Khubane George Lubhede** en **Ntombiemhlope Doris Lubhede,**

Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 16 November 1993, sal die volgende eiendom op 26 Januarie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Erf 774, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 774, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Gedateer hierdie 20ste dag van Desember 1993.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 7198/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Javolane Johannes Lukele,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 30 Desember 1991, en 'n lasbrief vir eksekusie gedateer 9 Januarie 1992, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju voor die kantoor van die Balju, te Prince Georgelaan 439, Brakpan, op Vrydag, 4 Februarie 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 21505, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 260 (tweehonderd-en-sestig) vierkante meter, geleë te Erf 21505, Tsakane-uitbreiding 11-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer/stort/toilet en kombuis.

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 20ste dag van Desember 1993.

J. W. A. van Wyk, vir Du Plessis De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 26050/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *vs* **Elizabeth Matshediso Ndlovu** and **Daniel Boetie Mofokeng**

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 16 November 1993, sal die volgende eiendom op 26 Januarie 1994 om 10:00 deur die Balju, per publieke veiling verkoop word:

Erf 840, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 840, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 250510/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *vs* **Themba Ben Nkosi** en **Elise Mpe Nkosi**

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 16 November 1993, sal die volgende eiendom op 26 Januarie 1994 om 10:00 deur die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Erf 794, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 794, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 24560/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *vs* **Escourt Mava Mlethelwa**

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 16 November 1993, sal die volgende eiendom op 26 Januarie 1994 om 10:00 deur die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton per publieke veiling verkoop word:

Erf 938, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 938, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 26049/1993

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Beperk *vs* **Johnson Lenneke Seooe,** en **Margaret Ntsepe Seooe**

Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 16 November 1993, sal die volgende eiendom op 26 Januarie 1994 om 10:00 deur die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Erf 612, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 612, Likole, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Otto Hayes, St Albansstraat 38, Brixton.

Case 12708/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Van Staden, Johan,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale.

Certain: Holding 90, situated in the Township of Pomona Estates, Registration Division IR, Transvaal, being 90 Maple Street, Pomona Estates, Kempton Park, measuring 2,0229 (two comma nought two two nine) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, four carports and two store-rooms.

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

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

Dated at Johannesburg this 3rd day of November 1993.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/VA242/cb.)

Saak 12349/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Juni Julius Gebashe,** Eerste Eksekusieskuldenaar, en **Nomandla Anna Gebashe,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 12 November 1993 en 'n lasbrief vir eksekusie gedateer 19 November 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, 4 Februarie 1994 om 11:00:

Die reg, titel en belang in Huurpag van Erf 21312, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 250 (twee honderd en vyftig) vierkante meter, geleë te Erf 21312, Tsakane-uitbreiding 11-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% 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 21ste dag van Desember 1993.

J. W. A. van Wyk, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 12355/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Nkune Timothy Mokoena,** Eksekusieskuldenaar

Ingevolge 'n Vonnis toegestaan in bogemelde Hof op 12 November 1993 en 'n lasbrief vir eksekusie gedateer 19 November 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, 4 Februarie 1994 om 11:00:

Die reg, titel en belang in Huurpag van Erf 21733, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 258 (twee honderd agt en vyftig) vierkante meter, geleë te Erf 21733, Tsakane-uitbreiding 11-dorpsgebied.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 21ste dag van Desember 1993.

J. W. A. van Wyk, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 12350/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Mzwakhe Andrew Nyobo,** Eerste Eksekusieskuldenaar, en **Sophia Nampumelelo Nyobo,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 12 November 1993 en 'n lasbrief vir eksekusie gedateer 19 November 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, 4 Februarie 1994 om 11:00:

Die reg, titel en belang in Huurpag van Erf 21632, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 250 (tweehonderd en vyftig) vierkant meter, geleë te Erf 21632, Tsakane-uitbreiding 11.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie:

'n Enkelverdiepingwoonhuis bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% 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 21ste dag van Desember 1993.

J. W. A. van Wyk, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Case 2843/93

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd), Plaintiff, and **S. C. Pryke,** First Defendant, and **G. M. Pryke,** Second Defendant

In pursuance of a judgment in the above Honourable Court and a warrant for execution, the following immovable property will be sold in execution on 21 January 1994 at 10:00, to the highest bidder at the office of the Magistrate, Nelspruit, to the highest bidder:

Portion 19 of the farm Witkop 199, Registration Division JU, Transvaal, measuring 33,7931 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 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, Nelspruit, and at the offices of the undermentioned.

Dated at Nelspruit this 5th day of November 1993.

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

Case 31955/92
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Herz, Rolf Jurgen,** First Execution Debtor, and **Herz, Maria Marta,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Portion 5 (a portion of Portion 2) of Erf 138, situated in the Township of Edendale, Registration Division IR, Transvaal, being 50 15th Avenue, Edendale, Edenvale, measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, one and a half bathroom with outbuildings with similar construction comprising of toilet, workshop and office and swimming-pool.

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

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

Dated at Johannesburg this 3rd day of November 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.145.)

Case 5023/92
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Schmidt, Hugo Alex,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 256, situated in the Township of Van Riebeeckpark Extension 2, Registration Division IR, Transvaal, being 23 Oribi Avenue, Van Riebeeckpark Extension 2, Kempton Park, measuring 1 476 (one thousand four hundred and seventy-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, bedroom, bathroom with outbuildings with similar construction comprising of two garages, servant's room and toilet.

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

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

Dated at Johannesburg this 4th day of November 1993.

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

Saak 6400/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eiser, en **Labofit (Pty) Limited,** Eerste Verweerder, en **D. J. C. Swart,** Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 10 Mei 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Tweede Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 19 Januarie 1994 om 10:00:

Hoewe 83, geleë te Olympus-landbouhoewes, Registrasieafdeling JR, Transvaal, grootte 4,8076 hektaar, gehou kragtens Akte van Transport T8605/1979. (Die eiendom is ook beter bekend as Plot 83, Archillesweg, Olympus, Pretoria).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder konstruksie van baksteen onder 'n sinkdak, bestaande uit 'n klein woonstel, aparte woonhuis, lapa en motorhuis, stoorkamer, swembad, bediendekamer en reservoir.

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

Gedateer te Pretoria op hierdie 4de dag van November 1993.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. V. d. Burg/avdp/F.5403/B1.)

Case 28353/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Beetge: Pierre Eugene,** First Execution Debtor, and **Beetge: Dianne Elizabeth,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Holding 27, situated in the Township of Walkerville Agricultural Holdings, Registration Division IQ, Transvaal, being 27 First Avenue, Walkerville Agricultural Holdings, Meyerton, measuring 1,7844 (one comma seven eight four four) hectares.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, pantry, TV-room, four bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, two servants' rooms, laundry, store-room and swimming-pool.

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

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

Dated at Johannesburg this 26th day of November 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.288.)

Saak 1666/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **G. A. Scheepers,** Eiser, en **V. C. Davidson,** Verweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof gedateer 22 Julie 1993, en 'n daaropvolgende lasbrief vir eksekusie uitgereik deur die bogemelde Hof, sal die ondervermelde eiendom op 28 Januarie 1994 om 10:00, voor die Landdroskantoor, Ventersdorp, aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 35 van die plaas Leeuwfontein 350, geleë in die distrik Ventersdorp, Registrasieafdeling IP, Transvaal, groot 4,2827 vierkante meter, gehou kragtens Akte van Transport T108241/1992, Verband B117182/1992 van R18 000 ten gunste van Saambou Bank is oor die eiendom geregistreer; waarop onder andere die volgende verbeterings opgerig is, te wete 'n voorafvervaardigde woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis met enkelgeriewe asook 'n motorhuis en buitegeboue. Geen waarborg word egter gegee ten opsigte van die voorgaande beskrywing of verbeterings nie.

Voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en reëls daarkragtens uitgevaardig.

2. 2.1 'n Deposito van R5 000 (vyfduisend rand) of 10% (tien persent) van die koopprys, welke bedrag ook al die meeste is, is onmiddellik na afhandeling van die verkoping aan die Balju betaalbaar in kontant of per bankgewaarborgde tjek.

2.2 Die balans van die koopprys plus enige rente betaalbaar, moet in kontant teen transport van die eiendom in die naam van die koper betaal word.

3. Die verkoping is verder onderhewig aan die volledige verkoopvoorwaardes (wat na die veiling geteken moet word) wat ter insae is gedurende kantoorure by die kantoor van die Balju, Voortrekkerstraat, Ventersdorp, en by die prokureurs vir die Eksekusieskuldeiser.

4. Die bedrag waarop die bod op die koper toegeslaan word, sluit nie belasting in terme van Wet 89 van 1991 (B.T.W.) in nie. Sodanige belasting, indien toepaslik, sal teen die voorgeskrewe koers bereken word op die bedrag van die koper se aanbod, en die somtotaal van dié bedrae sal die koopprys daarstel wat deur die koper betaalbaar is.

Datum: 17 November 1993.

H. N. J. Laage, vir Laage, Schoeman & Stadler, Prokureurs vir Eksekusieskuldeiser, Montalto, Palladiumstraat 4, Posbus 854, Carletonville, 2500. [Tel. (01491) 7-2157/8/9.] (Verw. mev. Haarhoff/S348.)

Case 25868/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Burlando: Eugene,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, prior to the sale:

Certain Erf 331, situated in the Township of Terenure Extension 13, Registration Division IR, Transvaal, being 54 Dunlin Street, Terenure Extension 13, Kempton Park, measuring 2 312 (two thousand three hundred and twelve) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, three bedrooms, separate toilet, two bathrooms with outbuildings with similar construction comprising of three garages, carport, sevant's room, bathroom and swimming-pool.

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

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

Dated at Johannesburg this 11th day of November 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.287.)

Case 11792/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Newton, Sedrick Christian,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 28 January 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 252, situated in the Township of Delmore Park Extension 2, Registration Division IR, Transvaal, being 39 Geelbek Street, Delmore Park Extension 2, Boksburg, measuring 512 (five hundred and twelve) square metres.

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

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

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

Dated at Johannesburg this 10th day of November 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N175.)

Case 18937/93
PH 104

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

In the matter between **The Standard Bank of SA Ltd,** Execution Creditor, and **Moroke, Setsepu Elias,** First Execution Debtor, and **Moroke, Kedibone Irene,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Erf 702, situated in the Township of Bedworth Park, Registration Division IQ, Transvaal, being 101 Casandra Avenue, Bedworth Park, Vereeniging, measuring 1 517 (one thousand five hundred and seventeen) square metres.

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

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

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

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

Dated at Johannesburg this 30th day of November 1993.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M666.)

Saak 1990/93

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

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 10 Junie 1993, sal die onderstaande eiendom op 28 Januarie 1994 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko-meule, ou Warmbadpad) geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: Restant van Erf 328, geleë in die dorpsgebied Wolmer, Registrasieafdeling JR, Transvaal, bekend as Jopie Fouriestraat 377, Wolmer.

Beskrywing: Onbeboude erf, verbandhouer: Nedperm, Esselenstraat, Sunnyside.

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

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 November 1993.

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

Saak 19888/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Johannes Masanabo,** Identiteitsnommer 6502055590086, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 28 Januarie 1994 om 08:30, deur die Balju vir die Hooggeregshof, Brits, gehou te die Baljukantoor, Ludorfstraat 46, Brits, aan die hoogste bieder:

Erf 1262, Lethlabile-B-uitbreiding 1-dorpsgebied, Registrasieafdeling JQ, Transvaal, groot 281 vierkante meter, gehou kragtens Sertifikaat van Huurpag TL27179/93.

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

Straatadres Stand 1262, Lethlabile-uitbreiding 2, Brits, verbeterings woonhuis met teëldak, sitkamer, kombuis, drie slaapkamers en badkamer. Reserweprys die eiendom word sonder reserweprys verkoop.

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof vir die distrik Brits, te Ludorfstraat 46, Brits, Transvaal.

Gedateer te Pretoria hierdie 29ste dag van November 1993.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9236/93/BVDM.)

Case 8724/93
PH 104

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

In the matter between **The Standard Bank of SA Ltd,** Execution Creditor, and **Kole, Busang Joseph,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: All right, title and interest in the right/s of the leasehold in respect of Erf 16814, situated in the Township of Meadowlands Zone 1, Registration Division IQ, Transvaal, being 1058B Battaping Street, Meadowlands Zone 1, Johannesburg, measuring 250 (two hundred and fifty) square metres.

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

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

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

Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 29th day of November 1993.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/SK.1.)

Case 26163/93
PH 104

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

In the matter between **The Standard Bank of SA Ltd,** Execution Creditor, and **Marques, Joaquim da Cunha,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Section 19, as shown and more fully described on Sectional Plan SS111/87 in the scheme known as Castlerosse, in respect of the land and building or buildings situate at Killarney Township, in the Area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 172 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 certificate of registered sectional title ST111/87 (19) (Unit). An exclusive use are described at Servant's Room R3 measuring eight square metres, being as such part of the common property, comprising the land and the scheme known as Castlerosse in respect of the land and building or buildings situate at Killarney Township, in the Area of Johannesburg Local Authority as shown and more fully described on Sectional Plan SS111/87 and held under Notarial Deed of Cession of exclusive use Area SK1362/93 situate in the Township of Registration Division, Transvaal, being 301 Castle Rosse, corner of Eighth Street and Third Avenue, Killarney, Johannesburg.

Measuring: 172 (one hundred and seventy-two) square metres.

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

A simplex flat comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of parking bay and servant's room.

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

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

Dated at Johannesburg this 3rd day of December 1993.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M716.)

Case 19823/91
PH 104

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

In the matter between **The Standard Bank of SA Ltd,** Execution Creditor, and **Michael William Juries,** First Execution Debtor, and **Anne Juries,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Portion 6 of Erf 2993, situate in the Township of Ennerdale Extension 3, Registration Division IQ, Transvaal, being 6/2993, Poserdon Street, Ennerdale Extension 3, measuring 440 (four hundred and forty) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of garage.

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

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

Dated at Johannesburg this 6th day of December 1993.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/J.29.)

Saak 25625/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **F. A. Chamberlain,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 6 Julie 1993 sal die onderstaande eiendom op 18 Januarie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noordoos, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van Gedeelte 1, van Erf 89, geleë in die dorpsgebied Jan Niemandpark, Registrasieafdeling JR, Transvaal, bekend as Tortelduifstraat 116, Jan Niemandpark.

Beskrywing: Woonhuis bestaande uit sit-eetkamer, kombuis, toilet, badkamer, drie slaapkamers, motorhuis, afdak, bediendetoilet, verbandhouer(s) United, Pretoriusstraat 243, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 1ste dag van Desember 1993.

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

Saak 6115/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Francois Lawies Ferreira,** Eerste Eiser, en **Elizabeth Magdalena Ferreira,** Tweede Eiser, en **Peter Jabulane Mphahlele,** Verweerder

Kennis geskied hiermee dat, ingevolge 'n lasbrief vir eksekusie uitgereik deur die klerk van bogenoemde Agbare Hof, op of ongeveer 16 Oktober 1993, die onderstaande eiendom te wete:

Gedeelte 111, van Erf 368, Wrightpark-dorpsgebied, Springs, Registrasieafdeling IR, Transvaal, geleë te Goldbergweg 18, Wrightpark, Springs, in eksekusie verkoop sal word by die kantoor van die Balju vir die Landdroshof, Vierde Straat 66, Springs, op 28 Januarie 1994 om 15:00.

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

Verbeterings: Woonhuis van baksteen met sinkdak bestaande uit drie slaapkamers, badkamer, toilet, motorhuis vir drie voertuie, buite-slaapkamer met toilet, eetkamer, sitkamer en gesinskamer.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die saldo by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju vir die landdroshof gelees word en sal by sy kantoor ter insae lê.

Gedateer te Springs op hierdie 1ste dag van Desember 1993.

P. van Blerk, vir De Jager Kruger & Van Blerk, Prokureurs vir Eiser, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Posbus 835, Springs, 1560. [Tel. (011) 812-1455.) (Verw. mnr. Van Blerk/AVV/F342.)

Case 18529/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Diedricks: Anthony Martin,** First Execution Debtor, and **Diedricks: Joanne Elizabeth,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Erf 3050, situated in the Township of Ennerdale Extension 3, Registration Division IQ, Transvaal, being 36 Aries Street, Ennerdale Extension 3, measuring 690 (six hundred and ninety) square metres.

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

A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, separate toilet, six bedrooms and two bathrooms with outbuildings with similar construction comprising two garages.

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

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

Dated at Johannesburg this 7th day of December 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.249.)

Case 26494/90
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Marques: Mario Moreira,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 243, situated in the Township of Bezuidenhouts Valley, Registration Division IR, Transvaal, being 133 Seventh Avenue, Bezuidenhout Valleys, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 2nd day of December 1993.

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

Case 24928/93
PH 104

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 26 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: Erf 235, situated in the Township of Wentworth Park, Registration Division IQ, Transvaal, being 128 Level Street, Wentworth Park, Krugersdorp, measuring 1 552 (one thousand five hundred and fifty-two) square metres.

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

A detached single-storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, two bedrooms and bathroom with outbuildings with similar construction comprising garage, two servant's rooms and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Johannesburg this 7th day of December 1993.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/W110/cb.)

Case 67330/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Alphonso Vogel,** 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 2 February 1994 at 10:00, to the highest bidder:

Certain: Erf 1821, situated in the Township of Pierre van Ryneveld Extension 7, Verwoerdburg, Registration Division JR, Transvaal, measuring 981 square metres, situated at 65 Kirkness Avenue, Pierre van Ryneveld Extension 7, 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 rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

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

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

Outbuilding: Carport.

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 of Pretoria South.

Signed at Pretoria on this the 7th day of December 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1062.)

Case 07296/92
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Thomas Jacob Adriaan,** First Execution Debtor, and **Thomas Elizabeth Ellen,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain: Remaining extent of Erf 250, situated in the township of Three Rivers, Registration Division IQ, Transvaal, being 4 Spey Drive, Three Rivers, Vereeniging.

Measuring: 4 385 (four thousand three hundred and eighty-five) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, four bedrooms, bathroom with outbuildings with similar construction comprising double garage, servant's room and bathroom, play room, jacuzzi and swimming-pool.

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

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

Dated at Johannesburg on the 25th day of November 1993.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/T53/cb.)

Case 60448/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **H M Wonings CC,** First Defendant, and **Hendrik Matthys van Rooyen,** Second Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 2 February 1994 at 10:00, to the highest bidder:

Certain Erf 605, in the Township of Erasmuskloof Extension 4, Registration Division JR, Transvaal, measuring 1 000 square metres, situated at 376 Umfolozi Street, Erasmuskloof Extension 4.

Terms and conditions:

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

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

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

Outbuildings: Double garage, carport, servant, w.c. and shower.

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, 142 Struben Street, Pretoria.

Signed at Pretoria on this 8th day of December 1993.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1025.)

Case 24223/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Van Wyk, Zacharias Johannes Watson,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve, will be held at the offices of the Sheriff of the Supreme Court for Johannesburg at 131 Marshall Street, Johannesburg, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer, at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff for Johannesburg, at 131 Marshall Street, Johannesburg, prior to the sale:

Certain section 31 as shown and more fully described on Sectional Plan SS77/1990 in the building or buildings known as Imbali, situated at Berea Township, in the area of the Johannesburg Local Authority, together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan, situated at 209 Imbali, corner of Tudhope and Louis Botha Avenue, Berea, Johannesburg, measuring 77 square metres, held by Deed of Transfer ST22664/1992.

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

A flat consisting of living-room, open plan kitchen, bedroom, enclosed sleeping porch, bathroom and separate toilet and balcony.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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 19th day of November 1993.

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

Case 8185/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Ramnarain: Devraj,** First Defendant, and **Ramnarain, Nishi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 3046, Lenasia Extension 2 Township, Registration Division IQ, Transvaal, area 496 (four hundred and ninety-six) square metres, situation 32 Agapanthus Avenue, Lenasia Extension 2 Township.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, bathroom, kitchen, lounge, with precast and brick walls around the property.

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

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

Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535) (Ref. Foreclosures N5:NT336.)

Case 25321/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Ashton, John Neil Stuart,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain: Portion 2 of Erf 394, situated in the Township of Eastleigh, Registration Division IR, Transvaal, being 10 Francois Street, Eastleigh, Edenvale.

Measuring: 991 (nine hundred and ninety-one) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room/bar, scullery, separate toilet, shower, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, carport, servant's room, toilet and swimming-pool.

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

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

Dated at Johannesburg on the 24th day of November 1993.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/bt/A.65.)

Saak 1543/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank Beperk,** Eiser, en **H. R. Louw,** Eerste Verweerder, en **A. H. Louw,** Tweede 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 20 Januarie 1994 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 koopprys 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 14 (veertien) 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: Drie slaapkamerwoning enkel geriewe, afdak, elektries en draad omhein met sinkdak, geleë te Plot 288, 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 23ste dag van November 1993.

M. C. Loughlin Porter & Venter, Lochstraat 15D, Meyerton.

Case 26615/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Pestana, Joao Baptista Reis Agrela,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Alberton, on 26 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain: Erf 2267, situated in the Township of Brackendowns Extension 4, Registration Division IR, Transvaal, being 11 Yvonne Street, Brackendowns Extension 3, Alberton.

Measuring: 850 (eight hundred and fifty) square metres.

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

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

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

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

Dated at Johannesburg on the 25th day of November 1993.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/avb/P21.)

Case 6268/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Tremper James Richard,** 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 Court, Pollock Street, Randfontein, on 28 January 1994 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: Holding 29, situated in the Township of Ooster-landbouhoewes, Registration Division IQ, Transvaal, being 12 Johannes Road, Ooster-landbouhoewes, Randfontein.

Measuring: 1,7131 (one comma seven one three one) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuilding with similar construction comprising of garage, store-room and servant's room.

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

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

Dated at Johannesburg on the 25th day of November 1993.

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

Case 27276/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **More, Morgan Nketsi,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: Erf 1662, situated in the Township of Birchleigh Extension 6, Registration Division IR, Transvaal, being 5 Pierneef Street, Bichleigh Extension 6, Kempton Park.

Measuring: 1 298 (one thousand two hundred and ninety-eight) square metres.

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

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

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

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

Dated at Johannesburg on the 23rd day of November 1993.

Ramsay, Webber & Company; Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/avb/M710.)

Case 22541/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Fricke, Georg Edwin,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 28 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain: Erf 382, situated in the Township of Wilgeheuwel Extension 3, Registration Division IQ, Transvaal, being 382 Mozart Street, Wilgeheuwel Extension 3, Roodepoort.

Measuring: 981 (nine hundred and eighty-one) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room, separate toilet, three bedrooms, two bathrooms, outbuildings with similar construction comprising two garages.

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

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

Dated at Johannesburg on the 23rd day of November 1993.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/bt/F.99.)

Case 1718/93
PH 104

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 12, situated in the Township of Casey Park, Registration Division IR, Transvaal, being 34 Crystal Road, Casey Park, Johannesburg.

Measuring: 1 695 (one thousand six hunderd and ninety-five) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising carport, servant's room, toilet, shower and swimming-pool.

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

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

Dated at Johannesburg on the 23rd day of November 1993.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/bt/F.55.)

Case 23444/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Schutte Johannes Lukas,** First Execution Debtor, and **Schutte Michelle Melanie,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 28 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain: Erf 286, situated in the Township of Wilgeheuwel Extension 3, Registration Division IQ, Transvaal, being 951 Mandaton Turn, Wilgeheuwel Extension 3, Roodepoort.

Measuring: 1 037 (one thousand and thirty-seven) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising garage and toilet.

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/cb/S463.)

Case 31070/91
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Gerhard Johan Burger,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Buiding, 28 Kruger Avenue, Vereeniging, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 161, situated in the Township of Unitas Park Agricultural Holdings, Registration Division IQ, Transvaal, being 62 Percy Sherwell Street, Unitas Park, Vereeniging, measuring 8 740 (eight thousand seven hundred and forty) square metres.

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

A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, laundry, three bedrooms, one and a half bathroom with outbuildings with similar construction comprising of garage, servant's room, toilet and swimming-pool.

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

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

Dated at Johannesburg on this 16th day of November 1993.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.126.)

Case 24759/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Needham, Robert Owen,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sherff's Office, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 242, situated in the Township of Yeoville, Registration Division IR, Transvaal, being 19 Saunders Street, Yeoville, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, servant's room, store-room and toilet.

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

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

Dated at Johannesburg on this 18th day of November 1993.

Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/N205.)

Case 27798/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Santos, Arlindo Martins,** First Execution Debtor, and **Santos, Rosa Simoes,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 27 January 1994, at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 643, situated in the Township of Kensington, Registration Division IQ, Transvaal, being 45 Good Hope Street, Kensington, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising of garage, carport, servant's room and toilet.

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

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

Dated at Johannesburg on this 18th day of November 1993.

Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/S.479/cb.)

Case 16986/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Letsela, Ntsenki Ephraim,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrate's Court, Vanderbijlpark, on 28 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Site 1284, situated in the Township of Evaton North, Registration Division IR, Transvaal, being 1284 Evaton North, Vanderbijlpark, measuring 330 (three hundred and thirty) square metres.

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

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

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

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

Dated at Johannesburg on this 23rd day of November 1993.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/L208/cb.)

Case 25460/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Hansen, Rodney Bertram,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 13214, situated in the Township of Fairwood, Registration Division IR, Transvaal, being 36 First Street, Fairwood, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance-hall, pantry, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, two servants' rooms and toilet.

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.195.)

Case 22781/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Scott, Jacob Johannes Andrias,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office Krugersdorp, on 26 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 25, situated in the Township of Rangeview, Registration Division IQ, Transvaal, being 021 Donegal Street, Rangeview, Krugersdorp, measuring 2 676 (two thousand six hundred and seventy six) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of carport and toilet.

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

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

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

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

Case 19378/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Maboea, Desiree Judith Ntebaleng,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office Boksburg, on 28 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 2146, situated in the Township of Dawn Park Extension 8, Registration Division IR, Transvaal, being 20 Cossins Street, Dawn Park Extension 8, Boksburg, measuring 831 (eight hundred and thirty-one) square metres.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M653.)

Case 14406/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Duvenhage, Pieter Johannes,** 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 Court, Pollock Street, Randfontein, on 28 January 1994 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain Erf 805, situated in the Township of Randgate, Registration Division IQ, Transvaal, being 41 Sauer Street, Randgate, Randfontein, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.242.)

Case 27917/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S. A. Ltd,** Execution Creditor, and **Tak, Man Ban,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erven 561 and 562, situated in the Township of Albemarle Extension 2, Registration Division IR, Transvaal, being 2 Kauffman Place, Albemarle Extension 2, Germiston, measuring 1 390 (one thousand three hundred and ninety) and 1 323 (one thousand three hundred and twenty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, six bedrooms, dressing room, three bathrooms with outbuildings with similar construction comprising of three garages, three carports, servant's room, toilet, laundry and two store-rooms.

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

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

Dated at Johannesburg this 7th day of December 1993.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Clazco Centre, corner of Harrison an Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/T127/cb.)

Saak 4840/93

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

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

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 2 Augustus 1993 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Klerksdorp op 4 Februarie 1994 om 10:00 die ondervermelde eiendom in eksekusie verkoop te Leaskstraat 23, Klerksdorp, aan die hoogste bieër:

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

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

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

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, Klerksdorp.

Geteken te Pretoria hierdie 8ste dag van November 1993.

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

Case 27917/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Tak, Man Ban,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 27 January 1994 at 10:00, of the undermentioned propety of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erven 561 and 562 situated in the Township of Albemarle Extension 2, Registration Division IR, Transvaal, being 2 Kauffman Place, Albemarle Extension 2, Germiston, measuring 1 390 (one thousand three hundred and ninty) and 1 323 (one thousand three hundred and twenty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, six bedrooms, dressing room, three bathrooms with outbuildings with similar construction comprising of three garages, three carports, servant's room, toilet, laundry and two store-rooms.

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

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

Dated at Johannesburg this 7th day of December 1993.

Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/T127/cb.)

Saak 577/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SCHWEIZER-RENEKE GEHOU TE SCHWEIZER-RENEKE

In die saak tussen **Die Stadsraad van Schweizer-Reneke,** Eiser, en **W. P. Strauss,** insolvente boedel wyle, Verweerder

Ingevolge 'n uitspraak van die bogemelde Hof en lasbrief vir eksekusie gedateer 7 Oktober 1993, sal die volgende eiendom wat uitwinbaar verklaar is op 22 Januarie 1994 om 10:00, te die kantore van De Kock & Duffey, Bothastraat, Schweizer-Reneke verkoop word in eksekusie aan die hoogste bieder Erf 715, geleë in die dorp Schweizer-Reneke-uitbreiding 8, Registrasieafdeling HO, Transvaal, groot 1 607 (eenduisend ses honderd en sewe) vierkante meter, gehou kragtens Akte van Transport T8345/1974.

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 voorkeur skuldeisers.

2. Een-tiende van die koopprys sal betaalbaar wees in kontant, direk na die veiling en die balans koopprys deur middel van 'n bankwaarborg gelewer te word aan die prokureurs, De Kock & Duffey, binne 14 (veertien) dae na datum van veiling, betaalbaar teen registrasie van transport op naam van koper.

3. Die volledige verkoopvoorwaardes wat voor die verkoping deur die Balju uitgelees sal word, lê ter insae by die Landdroskantoor, asook by die kantoor van die Balju, H. J. Boonzaaier te Schweizer-Reneke.

4. Die eiendom word verkoop onderworpe aan die terme voorwaardes en beperkings soos neergelê in die titelvoorwaardes daarvan en die koper sal verantwoordelik wees vir betaling van alle transportkoste, hereregte en enige ander bykomstige onkostes.

Geteken te Schweizer-Reneke op hede die 11de dag van November 1993.

G. J. Olivier vir De Kock & Duffey, Prokureurs vir die Eiser, Bothastraat, Schweizer-Reneke.

H. J. Boonzaaier, vir die Balju, Homanstraat, Schweizer-Reneke.

Saak 6883/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Beperk,** Eiser, en **Filippo Corassanzian,** Eerste Verweerder, en **Virginia Corassanzian,** Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 4 Mei 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eerste en Tweede Verweerders, sonder 'n reserwyprys, deur die Balju in Eksekusie verkoop word op 21 Januarie 1994 om 11:00:

Die Restant van Erf 1167, geleë in die dorpsgebied Pretoria-Noord, Registrasieafdeling JR, Transvaal, grootte 1 276 (eenduisend tweehonderd sewe-en-sestig) vierkante meter, gehou kragtens Akte van Transport T3065/1985 (Die eiendom is ook beter bekend as Wesstraat 178, Pretoria-Noord).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder sinkdak, bestaande uit drie slaapkamers, twee badkamers, sitkamer, TV-kamer, studeerkamer, eetkamer, kombuis en wassery. Buitegeboue synde 'n enkelmotorhuis en bediendekamer.

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

Gedateer te Pretoria op hierdie 2de dag van Desember 1993.

G. van der Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbank-gebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/avdp/F.6574/B1.)

Saak 14114/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Susanna Johanna Swanepoel,** 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, Brits, op 28 Januarie 1994 om 08:30, te Baljukantoor, Ludorfstraat 46, Brits, verkoop:

Sekere Erf 62, in die dorp Melodie, Registrasieafdeling JQ, Transvaal, met straatadres bekend as Sycamorestraat 62, hoek van Appelblaar- en Sycamorestraat, Melodie, groot 1 021 (eenduisend een-en-twintig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sit-/eetkamer, twee slaapkamers, badkamer/wk, kombuis en motorafdak.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju so fooie, enige statutêre belasting asook agterstallige erfbelasting 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 Ludorfstraat 46, Brits.

Dyason, vir Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. T. du Plessis/AN.)

Saak 329/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG, TRANSVAAL GEHOU TE HEIDELBERG, TRANSVAAL

In die saak tussen **Die Standard Bank van Suid-Afrika Beperk,** Eiser, en **J. D. du Bruyn,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogemelde Agbare Hof op 14 Julie 1993, die onderstaande eiendom te wete:

Erf 359, geleë in die dorp Rensburg, Registrasieafdeling IR, Transvaal, groot 1 190 (eenduisend eenhonderd-en-negentig) vierkante meter, gehou kragtens Akte van Transport T42459/86, in eksekusie verkoop sal word op Vrydag, 21 Januarie 1994, aan die hoogste bieër by die Landdroskantoor, Begemanstraat, Heidelberg, om 09:00.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: Woonhuis en 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 lê by die kantoor van die betrokke Balju, ter insae vir belangstellendes.

Gedateer te Heidelberg op hede die 3de dag van Desember 1993.

P. W. Oosthuizen, Viljoen en Meek, Voortrekkerstraat 29, Heidelberg, 2400. (Verw. mnr. Oosthuizen.)

Case 31456/92
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ldard Bank of S.A. Ltd,** Execution Creditor, and **Pretorius: Hermanus Petrus,** First Execution Debtor, and **Pretorius: Wilma Hendrina,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Pollock Street, Randfontein, on 28 January 1994 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale.

Certain Holding 175, situated in the Township of Rikasrus Agricultural Holdings, Registration Division IQ, Transvaal, being 175 First Street, Rikasrus Agricultural Holdings, Randfontein, measuring 2,5696 (two comma five six nine six) hectares.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, scullery, family room, three bedrooms, two bathrooms with outbuildings with similar construction comprising double garage, three servants' rooms and two store-rooms.

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

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

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

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/P144.)

Case 27652/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Oosthuizen, Evelyn,** 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 Court, Pollock Street, Randfontein, on 28 January 1994 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale:

Certain: Erf 248, situated in the Township of Randfontein, Registration Division IQ, Transvaal, being 5 Spoorweg Street, Randfontein, measuring 973 (nine hundred and seventy-three) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, family room, scullery, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, two servants' rooms and bathroom.

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

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

Dated at Johannesburg this 3rd day of December 1993.

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

Case 21811/93
PH 104

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: Section 13, as shown and more fully described on Sectional Plan SS438/91, in the scheme known as Glen Marais View in the Township of Birchleigh Extension 15, being 13 Glen Marais View, Tinus de Jong Street, Birchleigh Extension 15, Kempton Park.

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 67 (sixty-seven) square metres.

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

A simplex flat with tiled roof, comprising kitchen, lounge/dining-room, separate toilet, three bedrooms, bathroom with outbuildings with similar construction comprising garage. The common property comprising servant's room, toilet, 27 garages and swimming-pool.

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

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

Dated at Johannesburg this 1st day of December 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.276.)

Case 13283/93

PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Strydom, Elizabeth Margaret,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 250, situated in the Township of Birch Acres, Registration Division IR, Transvaal, being 27 Suikerbekkie Street, Birch Acres, Kempton Park, measuring 1 071 (one thousand and seventy one) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, four bedrooms, two bathrooms with outbuildings with similar construction comprising garage, servant's room and toilet.

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

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

Dated at Johannesburg this 1st day of December 1993.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/S412/cb.)

Case 20990/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Chai, Ronald Quan,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 27 January 1994 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 2761, situated in the Township of Glenvista Extension 5, Registration Division IR, Transvaal, being 100 Basson Drive, Glenvista Extension 5, Johannesburg, measuring 2 343 (two thousand three hundred and forty-three) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, laundry/scullery, separate toilet and shower, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, servant's room, bathroom and swimming-pool.

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

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

Dated at Johannesburg this 1st day of December 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.178.)

Case 4115/92

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

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Zuzu Maurice Ranyele,** First Defendant, and **Mzondazi Maria Ranyele,** Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 8 April 1992, the undermentioned property will be sold in execution on Friday, 28 January 1994 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

Erf 445, situated in the Township of Soshanguve Block AA, Registration Division JR, Transvaal, measuring 450 square metres, held by the Defendants under Deed of Transfer T24951/92 (previously Certificate of Registered Grant of Leasehold TL1784/1991) known as 445 Block AA, Soshanguve.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed:

A house comprising three bedrooms, bathroom, kitchen, lounge and dining-room.

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

Signed at Pretoria on this the 14th day of December 1993.

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

Case 22410/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Moloko Solomon Matloha,** First Defendant, and **Anna Malibuseng Matloha,** Second Defendant

Pursuant to a judgment of the above Court, and a warrant of attachment dated 11 January 1994, the undermentioned property will be sold in execution on Friday, 28 January 1994 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

All the right, title and interest in the Leasehold in respect of Site 7754, Mamelodi Township, Registration Division JR, Transvaal, measuring 290 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL41370/91, known as Erf 7754, Block V, Mamelodi.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed:

A double-storey house comprising four bedrooms, two bathrooms, kitchen, lounge, dining-room, garage, store-room and carport.

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

Signed at Pretoria on this the 14th day of December 1993.

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

Case 15702/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Alex Mkhonto,** First Defendant, and **Sadi Merriam Mkhonto,** Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 14 September 1992, the undermentioned property will be sold in execution on Friday, 28 January 1994 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 23637, Mamelodi Extension 4 Township, Registration Division JR, Transvaal, measuring 223 square metres, held by the Defedants under Deed of Transfer T2703/92, known as 23637 Mamelodi Extension 4, Mamelodi.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed:

A house comprising two bedrooms, bathroom, kitchen and lounge.

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

Signed at Pretoria on this the 14th day of December 1993.

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

Case 11399/91
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Sureshlal Vallabh Gowan,** First Execution Debtor, and **Jaymati Gowan,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reseve will be held at the Sheriff's Office, Johannesburg, on 27 January 1994 at 10:00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

Certain Erf 970, situated in the Township of Lenasia Extension 1, Registration Division IQ, Transvaal, being 6 Partridge Avenue, Lenasia Extension 1, Lenasia, measuring 496 (four hundred and ninety-six) square metres.

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

A detached single storey brick built residence with slate roof, comprising kitchen, lounge/dining-room, entrance hall, family-room, study, laundry, six bedrooms, three bathrooms with outbuildings with similar construction comprising garage, servant's room and toilet.

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

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

Dated at Johannesburg this 3rd day of December 1993.

B. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.37.)

Case 283/93
PH 125

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Execution Creditor, and **Parsons, Gilbert Arthur,** Execution Debtor

Be pleased to take notice that on 21 January 1994 at 11:00, the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 56 12th Street, Springs:

Certain: Erf 249, Modder East Township, Registration Division IR, Transvaal, situate at 18 Kranskop Road, Eastvale.

Buildings and improvements: Single storey residence under tiled roof consisting of entrance-hall, lounge, dining-room, fitted kitchen, three bedrooms, two bathrooms, double garage, security gates on 1 000 (one thousand) square metres stand.

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 plus Value-Added Tax thereon, on the date of sale and the balance plus interest at the Execution Creditor's current lending rate on transfer, to be secured by acceptable guarantee within 14 (fourteen) 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 the sale.

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

Dated at Johannesburg on this the 16th day of November 1993.

J. Meiring, for Van de Venter, Meiring Inc., Attorney for Execution Creditor, 13th Floor, Diamond Corner, 68 Eloff Street, Johannesburg. (Docex 114, Randburg.) (Tel. 886-0500.) (Ref. S. Pitchers/Z12315.)

Case 30257/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 637, Meredale Extension 6 Township, Registration Division IQ, Transvaal, area 1 094 (one thousand and ninety-four) square metres, situation 17 Barbet Street, Meredale Extension 6.

Improvements (not guaranteed): A vacant stand.

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

Dated at Johannesburg on 14 December 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N5: NT386.)

Case 2633/92

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

In the matter between **First National Bank of SA Ltd,** Plaintiff, and **D. M. Mashaba,** trading as Lomati Luxurious, Defendant

In terms of judgment by the above-mentioned Honourable Court, and a warrant of execution against property dated 13 July 1993, the undermentioned immovable property will be sold in execution to the highest bidder on 28 January 1994 at 12:00, at the Magistrate's Court, Kabokweni, namely:

Stand 2161, Kanyamazne, measuring 455 (four hundred and fifty-five) square metres.

Conditions of sale:

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

2. Further conditions of sale is contained in the deed of sale which lie open to inspection at the office of the Sheriff Magistrate's Court, White River, of P.O. Box 401, White River, 1240 [Tel. (01311) 3-1452/5-0911], and furthermore at the address of the attorneys hereinafter stated were the same can be viewed during offices hours.

Dated at Nelspruit at this 9th day of September 1993.

Swanepoel & Partners, Fifth Floor, Prorom Building, Brown Street, Nelspruit. [Ref. Pieter Swanepoel/LE/E60/92 (21).]

KENNISGEWING VAN GEREGTELIKE VERKOPING

Ter uitwinning van vonnisse van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in ondergemelde sake, soos deur **Nedcor Bank Beperk,** verkry sal 'n verkoping sonder 'n reserweprys gehou word te: Balju-Wonderboom, Gedeelte 83, De Onderstepoort (noord van Saskomeule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 21 Januarie 1994 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die Vendusieafslaer gelees word ten tyde van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Saak: **19994/93.**

Vonnisskuldenaar: **Gerrit Johannes Viviers.**

Eiendom: Erf 1729, geleë in die dorpsgebied, The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal.

Beter bekend as: Lindestraat 17, The Orchards-uitbreiding 11.

Groot: 840 (agt vier nul) vierkante meter.

Gehou: Kragtens Akte van Transport T44855/1993.

Beskrywing: Woonhuis bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer en motorafdak en plaveisel. Die eiendom is omhein met voorafvervaardigde betonmure.

Verw: Mnr. Coetzee/RL/605/93.

Saak: **12785/93.**

Vonnisskuldenaar: **M. S. Kwele N.O.**

Eiendom: Leasehold Stand 2590, Block GG, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve.

Groot: 548 (vyf vier agt) vierkante meter.

Gehou: Kragtens Akte van Transport T36239/92 (voorheen sertifikaat van reg van huurpag).

Beskrywing: Woonhuis bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer en netjiese tuin.

Verw: Mnr. Coetzee/RL/129/93.

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

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

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

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

Case 2788/91

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

In the matter between **The Town Council of Springs,** Plaintiff, and **M. S. Mia,** 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, 21 January 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 889, Bakerton Extension 4 Township, Registration Division IR, Transvaal, measuring 1 017 (one thousand and seventeen) square metres, also known as 2 Teak Road (corner of Francolin Drive), Bakerton Extension 4, Springs, description of property: Vacant stand.

Conditions: The sale will be subject to payment of the full purchase price in cash on the date of sale or a bank or building society guaranteed cheque to be furnished on the date of the sale. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 8th day of December 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/S41991.)

Case 80/93

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

In the matter between **The Town Council of Springs,** Plaintiff, and **V. Tharman,** 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, 21 January 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain: Erf 829, Bakerton Extension 4 Township, Registration Division IR, Transvaal, measuring 1 584 (one thousand five hundred and eighty-four) square metres, also known as 12 Ebony Road, Bakerton Extension 4, Springs. Description of property: Vacant stand.

Conditions: The sale will be subject to payment of the full purchase price in cash on the date of sale or a bank or building society guaranteed cheque to be furnished on the date of the sale. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 8th day of December 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/S4592.)

Case 6573/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd,** Execution Creditor, and **Coutriers, Marcel Jean,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 28 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 1434, situate in the Township of Florida Extension 2, Registration Division IQ, Transvaal, being 45 Rebecca Street, Florida Extension 2, Roodepoort, measuring 714 (seven hundred and fourteen) square metres.

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

A single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance-hall, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, servant's room, toilet and laundry.

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

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

Dated at Johannesburg this 9th day of December 1993.

B. W. Webber, for Ramsay, Webber & Company, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Ref. Foreclosures/bt/C.149.) (Tel. 838-5451.)

Case 14982/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Hirst, Robert John,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 Elna Randhof Building, corner of Selkirk and Blairgowrie Drives, Randburg, on Tuesday, 25 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 169, Malanshof Township, Registration Division IQ, Transvaal, area 1 487 (one thousand four hundred and eighty-seven) square metres, situation 139 Silver Pine Drive, Malanshof.

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

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

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

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N2: NR95.)

Saak 8762/93

Saambou Bank Beperk *versus* **Daniel Wessel Lotriet**

Publieke veiling: Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrande Plaaslike Afdeling), op 15 Junie 1993, sal die volgende eiendom op 27 Januarie 1994 om 10:00, deur die Balju, Germiston, Vierde Verdieping, Standard Towers, Presidentstraat 247, Germiston, per publieke veiling verkoop word:

Resterende gedeelte van Gedeelte 6 van Erf 16, Klipppoortjie-landbouhoewes-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Parkhillweg 40, Klippoortjie, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborg gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Otto Hayes, Adverteerder, St Albanstraat 38, Brixton.

Saak 20680/90

Saambou Bank Beperk *versus* **Jandazo David Mkwane**

Publieke veiling: Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 9 Oktober 1990, sal die volgende eiendom op 26 Januarie 1994 om 10:00, deur die Balju, Alberton, Johriahof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Erf 29, Ramakonopi Katlehong-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 29, Ramakonopi, Katlehong, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- en/of bougenootskapwaarborg gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Otto Hayes, Adverteerder, St Albansstraat 38, Brixton.

Case 11850/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Rueben Phillip Ndabula,** First Defendant, and **Nomasonto Elizabeth Ndabula,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 19 October 1993, the property listed hereunder will be sold in execution on Wednesday, 26 January 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1367, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, measuring 238 (two hundred and thirty-eight) square metres, known as Erf 1367 Etwatwa Extension 2 Township, 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:

Wall: Brick. *Roof:* Tiles. *Rooms:* Single storey, lounge, kitchen, three bedrooms, bathroom and toilet.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less then R10 000 (ten thousand rand) then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court, being 4% (four per centum) of the sale price, and Value-added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18% (eighteen per centum) per annum on the preference 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) The property shall be sold subject to any existing tenancy.

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

Dated at Benoni on this the 7th day of December 1993.

Neil Stuart Jury, Ground Floor, Mutual and Federal Centre, Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N231.)

Case 79/93

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

In the matter between **The Town Council of Springs,** Plaintiff, and **G. Moseley,** 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, 21 January 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 1646, Selcourt Extension 3 Township, Registration Division IR, Transvaal, measuring 1 044 (one thousand and fourty-four) square metres, also known as 11 Petro Street, Selcourt Extension 3, Springs.

Description of property: Vacant land.

Conditions: The sale will be subject to payment of the full purchase price in cash on the date of sale or a bank or building society guaranteed cheque to be furnished on the date of the sale. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 9th day of December 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/S16092.)

Saak 14/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WAKKERSTROOM GEHOU TE WAKKERSTROOM

In die saak tussen **Wakkerstroom Dorpsraad,** Eksekusieskuldeiser, en **Clifford Dennis Pretorius,** Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom op 26 Januarie 1994 om 10:00, voor die Landdroskantoor, Wakkerstroom, in eksekusie verkoop sal word, ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Wakkerstroom, vir 'n tydperk van sewe (7) dae voor die verkoping te wete:

Erf 400 en Erf 405, geleë in die dorp Marthinus Wessel Stroom, Registrasieafeling HT, Transvaal, elk groot 5 710 (vyfduisend sewehonderd-en-tien) vierkante meter.

Beide eiendomme is onverbeterd. Die belangrikste voorwaarde is dat die verkoping geskied voetstoots sonder 'n reserwe en dat 10% (tien persent) van die koopprys op die dag van die verkoping in kontant betaalbaar sal wees en die balans by registrasie van transport, waarvoor 'n aanvaarbare bank of ander waarborg binne vyftien (15) dae na datum van verkoping gelewer moet word op aanvraag.

Geteken te Volksrust op hierdie 8ste dag van Desember 1993.

Coetzee Spoelstra & Van Zyl, Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11, Posbus 86, Volksrust, 2470. (Tel. 01333-2081.)

Case 27522/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Horsley: Peter Kirk,** 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 De Klerk Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 5104, Ennerdale Extension 14 Township, Registration Division IQ, Transvaal, situated at 17 Nickel Avenue, Ennerdale Extension 14, area 350 (three hundred and fifty) square metres.

Improvements: Three bedrooms, bathroom, kitchen, lounge, dining-room, under tiled roof, paved drive-way, enclosed with precast and brick walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) of the balance owing on the home load account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest in the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NI61E/mgh/tf.)

Case 15878/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Hasec Farms C.C.,** First Defendant, and **Phantom Farms C.C.,** Second Defendant, and **Devter Farms C.C.,** Third Defendant, and **Boas Farms C.C.,** Fourth Defenant, and **Martha Farms C.C.,** Fifth Defendant, and **Wildgoose Farms C.C.,** Sixth Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Soutpansberg, 30 Trichardt Street, Louis Trichardt, on Farm Van Deventer No. 641, on Friday, 28 January 1994 at 10:00, of the undermentioned properties of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Soutpansberg, 30 Trichardt Street, Louis Trichardt:

1. The Farm Phantom No. 640, Registration Division JS, Transvaal, measuring 869,6941 hectares and held under Deed of Transfer T23272/1974. *Improvements:* Old store-room, earth dam and airstrip.

2. The Farm Van Deventer No. 641, Registration Division MS, Transvaal, measuring 950,7507 hectares and held under Deed of Transfer T40980/1976. *Improvements:* Galvanized roof, four bedrooms, two lounges, two kitchens, room for ironing, stoep and bathroom. A flat which consists of a bedroom dressing-room and kitchen, *Outbuildings:* Cool chamber, slaugther room, closed store-room, workshop and carport, two small store-rooms, swimming-pool , borehole and reservoir.

3. The Farm Chase No. 576, Registration Division MS, Transvaal, measuring 845,4014 hectares and held under Deed of Transfer T23273/1974.

4. The Farm Boas No. 642, Registration Division MS, Transvaal, measuring 855,0816 hectares and held under Deed of Transfer T40979/1976.

5. The Farm Martha No. 185, Registration Division MT, Transvaal, measuring 956,8633 hectares and held under Deed of Transfer T40981/1976.

6. The Farm Wildgoose No. 577, Registration Division MS, Transvaal, measuring 800,7903 hectares and held under Deed of Transfer T23271/1974.

All the farms are partially fenced in.

The property consists of a stand with improvements although nothing in this respect is guaranteed:

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

Auctioneer's charges are also payable by the purchaser on the day of the sale.

Dated at Pretoria on this the 6th day of December 1993.

V. Stupel, for Hach Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 6703.)

Case 26895/90
PH 144

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Hunter, Thomas Ian Angus,** Defendant

In execution of a judgment of the above Honourable Court in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk, Vermaak and Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 20 January 1994 at 10:00 onwards of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of the Sheriff, Vereeniging, prior to the sale:

Certain remaining extent of Portion 5 of the Farm Alewynspoort 145, Portion 13 of the Farm Alewynspoort 145 and the remaining extent of Portiion 12 of the Farm Alewynspoort 145, situated at Plot 129, Alewynspoort "Standalane" Farm, Eikenhof, Meyerton District, Transvaal, measuring 232.7262 (two hundred and thirty-two point seven two six two) hectares.

The following improvements on the property have been recorded, but nothing is guaranteed: Two dwelling houses, separate two bedroomed cottage, fully contained. Usual farm outbuildings 500 (five hundred) square metres sheds, cow stables, barns and storage area.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, balance payable against registration of transfer, to be secured by a bank, building society or any other acceptable 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 as follows: 5% (five per centum) on the proceeds of the sale up to a price of R15 000 (fifteen thousand rand) and thereafter 2,5% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charge R50 (fifty rand).

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

M. Milstein, for Raphael Kurganoff Attorney, Seveth Floor, African Life Centre, 111 Commissioner Street, Johannesburg, 2001; P.O. Box 2870, Johannesburg, 2000. (Tel. 337-1868/5.) (Ref. M. Milstein/LC/F1091.)

Saak 14551/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk,** Applikant, en **D. M. Ferguson,** Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof gedateer 30 Junie 1992, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 28 Januarie 1994 om 11:00, by die kantore van die Balju, Springs, 56 12de Straat, Springs, aan die hoogste bieder:

Erf 661, Dersley, Springs-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Topazlaan 2, Dersley, Springs, groot 1 171 (een een sewe een) vierkante meter, sonering woonhuis, gehou kragtens Akte van Transport T6375/1978.

Die eiendom bestaan uit een verdieping, sit-/eetkamer, ingangsportaal, stoep, kombuis, vier slaapkamers, twee badkamers, toilet en dubbelmotorhuis.

Terme en voorwaardes:

Terme: Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Adjunkbalju van Springs, onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunkbalju.

Geteken te Johannesburg op hierdie 2de dag van Desember 1993.

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. A.v.Aswegen/db/F33.)

Saak 51/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WAKKERSTROOM GEHOU TE WAKKERSTROOM

In die saak tussen **Wakkerstroom Dorpsraad,** Eksekusieskuldeiser, en **Susanna Dalgleish, Maria Johanna van Huyssteen, Salmon Stephanus van Huyssteen, Johannes Jacobus Jordaan, Petrus Christiaan Jordaan, Susanna Elizabeth Adriana Jordaan, Johannes Petrus de Meyer, Maria Johanna Steenkamp,** en **Louise Margaret Venter,** Eksekusieskuldenaars

Geliewe kennis te neem dat die ondergemelde eiendom op 26 Januarie 1994 om 10:00, voor die Landdroskantoor, Wakkerstroom, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Wakkerstroom, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Erf 19 en Erf 46, geleë in die dorp Marthinus Wessel Stroom, Registrasieafdeling HT, Transvaal, elk groot 6 788 vierkante meter.

Erf 46, is verbeter met 'n woonhuis van steen en sement onder sinkdak met ongeveer vyf woonvertrekke en ander noodsaaklike vertrekke. Hierdie verbeterings word nie gewaarborg nie. Erf 19 is onverbeterd. Die belangrikste voorwaarde is dat die verkoping geskied voetstoots sonder 'n reserwe en dat 10% (tien persent) van die koopprys op die dag van verkoping in kontant betaalbaar sal wees en die balans by registrasie van transport, waarvoor 'n aanvaarbare bank of ander waarborg binne vyftien (15) dae na datum van verkoping gelewer moet word op aanvraag.

Geteken te Volksrust op hierdie 8ste dag van Desember 1993.

Coetzee Spoelstra & Van Zyl, Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11, Posbus 86, Volksrust, 2470. [Tel. (01333) 2081.]

Saak 5/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WAKKERSTROOM GEHOU TE WAKKERSTROOM

In die saak tussen **Wakkerstroom Dorpsraad,** Eksekusieskuldeiser, en **Hansgeorg Schmid,** Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom op 26 Januarie 1994 om 10:00, voor die Landdroskantoor, Wakkerstroom, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Wakkerstroom, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Erf 379 en Erf 449, geleë in die dorp Marthinus Wessel Stroom, Registrasieafdeling HT, Transvaal, elk groot 5 710 vierkante meter.

Beide eiendomme is onverbeterd. Die belangrikste voorwaarde is dat die verkoping geskied voetstoots sonder 'n reserwe en dat 10% (tien persent) van die koopprys op die dag van verkoping in kontant betaalbaar sal wees en die balans by registrasie van transport, waarvoor 'n aanvaarbare bank of ander waarborg binne vyftien (15) dae na datum van verkoping gelewer moet word op aanvraag.

Geteken te Volksrust op hierdie 8ste dag van Desember 1993.

Coetzee Spoelstra & Van Zyl, Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11, Posbus 86, Volksrust, 2470. [Tel. (01333) 2081.]

Saak 3493/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **Saambou Bank Beperk,** Eiser, en **P. K. P. De Jager,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 9 November 1993, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 2 Februarie 1994 om 10:00, te die Landdroskantore, Landdros Marestraat, Pietersburg, geregtelik verkoop sal word, naamlik:

Erf 203, geleë in die dorp Bendor, Registrasieafdeling LS, Transvaal, groot 2058 vierkante meter ook bekend as Schalkrylaan 48, Bendor, Pietersburg, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Hans van Rensburgstraat 68, Pietersburg ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Pietersburg op hede die 3de dag van Desember 1993.

H. J. S. Grobler, vir Henstock, Green & Grobler, Tweede Verdieping, Pioniergebou, Landdros Marestraat 52; Posbus 65, Pietersburg. [Tel. (01521) 72248.] (Verw. AVDM/WD0017.)

Case 7316/92

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

In the matter between **Bankorp Beperk,** Execution Creditor, and **B. Soldatos,** Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 8 December 1992 the following property will be sold in execution by Libra Auctioneers CC, on Friday, 21 January 1994 at 12:00, and from the premises of the said immovable property, namely:

Erf 7, Persida Township, Registration Division IR, Transvaal, measuring 7700 (seven thousand seven hundred) square metres, held under Deed of Transfer T17345/86, and also known as 7 Hurwitz Road, Persida, Springs.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, the conditions of the Title Deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: Main Building: Dwelling with iron roof, plaster walls consisting of four bedrooms, two bathrooms, two lounges, two dining-rooms suites, kitchen, pantry, two entrance-halls, toilet, stoep. Outbuildings: Two servant's quarters, carport for four cars, wash-room, two outside rooms, workroom. Sundries: Swimming-pool, braai area.

3. 10% (Ten per cent) of the purchase price and Auctioneer's charges in cash or by way of a bank-guaranteed cheque on the day of the sale, and the balance plus interest at per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within 21 (twenty-one) days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at 66, Fourth Street, Springs.

Dated at Springs on this the 15th day of November 1993.

H. C. Bierman, for Bennett McNaughton & Jansen, Attorneys for the Execution Creditor, Prudentia Building, 65 Fifth Street; P.O. Box 592, Springs.

Saak 3334/86

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **Barclays Wesbank Bpk.,** Eiser, en **J. H. Kotze,** Verweerder

Op Woensdag, 16 Februarie 1994 om 10:00, sal 'n eksekusieveiling gehou word by die balju te Alberton se kantore te Johriahof, Du Plessis-straat 4, Florentia, Alberton, by tye waarvan die balju in navolging van 'n vonnis en lasbrief vir eksekusie ingevolge daarvan uitgereik, die volgende vaste eiendom in eksekusie sal verkoop:

Erf 1048, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal.

Groot: 875 vierkante meter.

Gehou deur die verweerder/s ingevolge T32378/81, ook bekend as Buffalostraat 52, Leondale, Alberton.

Voorwaardes van verkoop sal ondermeer die volgende behels:

1. Die verkoping sal in alle opsigte gehou word ingevolge die reëls van die Landdroshofwet, 1944, subreëls daarvan en wysigings daartoe en sal die eiendom voetstoots aan die hoogste bieër verkoop word sonder reserweprys.

2. Die koper sal verplig wees om 'n deposito van 10% (tien persent) op die koopprys te betaal (of R400 welke ook al die grootste bedrag is) in kontant of per bankgewaarborgde tjek onmiddellik na afloop van die veiling en die saldo van die koopprys met rente te waarborg met onvoorwaardelike of goedgekeurde bank- en/of bouverenigingwaarborge.

3. Die algehele verkoopvoorwaardes sal deur die balju voor die verkoping uitgelees word en lê dit ook ter insae by die balju van die landdroshof vir Alberton se kantore.

Geteken te Germiston hierdie 10de dag van Desember 1993.

C. F. van Coller, Vir Eiser, Posbus 944, Germiston, 1400. (Tel. 825-3687.) (Verw. Sheppard.)

Saak 1162/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Trust Bank Bpk.,** Eiser, en **Johannes Joachim Botha,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, Nigel en 'n lasbrief vir eksekusie gedateer 13 Augustus 1993, sal die volgende onroerende eiendom in eksekusie verkoop word deur Libra Afslaers BK van Derde Verdieping, Flora Sentrum, Ontdekkersweg, Florida op Vrydag, 21 Januarie 1994 om 12:00, by die betrokke perseel self te wete:

Erf 36, Nigel-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 (nege nege een) vierkante meter, gehou kragtens Akte van Transport T61172/88, en ook bekend as Breytenbachstraat 61, Nigel.

Wesenlike verkoopvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word soos volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Steen kantoorgebou met sinkdak bestaande uit: Drie kantore, binne toilet, twee buitekamers, vier dubbel motorafdakke met haelnet en buite toilet. Steen kantoorgebou met sinkdak bestaande uit: Vier kantore, een kombuis, een toilet en ingangsportaal.

3. 10% (tien persent) van die koopprys en afslaerskostes by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 16% (sestien persent) per jaar maandeliks saamgestel moet betaal of gewaarborg word met 'n goedgekeurde bank, bougenootskap of ander aanvaarbare waarborg, wat binne 21 dae na datum van die verkoping aan die Balju voorsien moet word.

4. Die volgende verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Nigel te Derdelaan 29, Nigel. [Tel. (011) 739-2151.]

Geteken te Nigel op hierdie 10de dag van November 1993.

L. Etsebeth, vir Lockett & Etsebeth, Eerste Verdieping, Plesamgebou, Tweedelaan, Nigel. (Verw. mej. De Meyer/T349.)

Saak 4511/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.,** Eiser, en **M. P. Mavhina,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 11 Augustus 1992, sal 'n verkoping gehou word op 14 Januarie 1994 om 10:00, by die verkoopslokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in ten tot sekere huurpag ten opsigte van Perseel 13826, Kagiso-uitbreiding 8, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL31688/90, groot 463 (vierhonderd drie-en-sestig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL31688/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te Mobuto Sese Sekurylaan 13826, Kagiso-uitbreiding 8 en bestaan uit 'n sitkamer, badkamer, twee slaapkamers, gang, kombuis met 'n teëldak, gepleisterde mure en staalvensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 10de dag van Desember 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureur, p.a. Corkstraat 12, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065) (Verw. HCC/LE/243/92.)

Saak 2581/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.,** Eiser, en **M. A. Sibeko,** Eiser

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 31 Julie 1992, sal 'n verkoping gehou word op 19 Januarie 1994 om 10:00, by die verkoopslokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in ten tot sekere huurpag ten opsigte van Perseel 12386, Kagiso-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL33352/90, groot 693 (seshonderd drie-en-negentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL33352/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te Kagiso-uitbreiding 3, 12386 en bestaande uit sitkamer, badkamer, drie slaapkamers, gang, kombuis met 'n teëldak, gepleisterde mure en staalvensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 11de dag van Desember 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureur, p.a. Corkstraat 12, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065) (Verw. HCC/LE/12386.)

Saak 788/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.,** Eiser, en **S. B. Phiri,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 21 Mei 1992, sal 'n verkoping gehou word op 19 Januarie 1994 om 10:00, by die verkoopslokaal van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp, van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes wat deur die Balju, Krugersdorp, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Krugersdorp, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 6217, Kagiso, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL43032/89, groot 264 (tweehonderd vier-en-sestig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL43032/89.

Die eiendom is gesoneer Residensieel 1 en is geleë te Sebenziarylaan 6217, Kagiso, en bestaan uit 'n sitkamer, badkamer, drie slaapkamers, gang, kombuis met 'n teëldak, gepleisterde mure en staalvensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op die 11de dag van Desember 1993.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureur, p.a. Corkstraat 12, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065) (Verw. HCC/LE/52/92/BP413.)

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 van Krugersdorp, en 'n lasbrief tot geregtelike verkoping, gedateer 18 November 1992, sal die ondervermelde eiendom op 26 Januarie 1994 om 10:00, te die Balju se kantore, Klaburnhof, Ockersestraat 22B, Krugersdorp, aan die hoogste bieër 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 bieër 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 bouvereniging waarborge ten gunste van Vonnisskuldeiser en/of sy genomineerdes by die Balju van die Landdroshof ingehandig te word binne veertien (14) 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 Prokureur, Ockersestraat 057, Posbus 470, Krugersdorp. (Tel. 953-3810/4) (Verw. Mev. Beckett.)

Saak 20341/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk,** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Ramotsomi Solomon Magoro,** Eerste Verweerder, en **Julia Dambashwa Magoro,** Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 2 November 1993 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 28 Januarie 1994 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere Erf 2532, Blok GG, Soshanguve, groot 600 (seshonderd) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag T36172/92.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Sitkamer, twee slaapkamers, kombuis, badkamer en waskamer sonder geriewe.

Die wesenlike verkoopvoorwaardes is:

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

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

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

(d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

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

Geteken te Pretoria hierdie 14de dag van Desember 1993.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9359.)

Saak 19940/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk** voorheen bekend as Saambou Nasionale Bouvereniging Beperk, Eiser, en **Maisha Lucas Mphahlele,** Eerste Verweerder, en **Reshoketswe Mphahlele,** Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 2 November 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 28 Januarie 1994 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere Erf 1166, Block FF, Soshanguve, groot 588 (vyfhonderd agt-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 214/92.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Sitkamer, kombuis, drie slaapkamers, badkamer en waskamer sonder geriewe.

Die wesenlike verkoopvoorwaardes is:

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

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

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

(d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

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

Geteken te Pretoria hierdie 14de dag van Desember 1993.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9313.)

Case 1838/91

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

In the matter between **Nedcor Bank Limited** (foremerly known as Nedperm Bank Limited), Plaintiff, and **Stephanus Solomon Ferreira,** 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, 2 February 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Holding 122, Benoni Agricultural Holdings, Registration Division IR, Tranasvaal, measuring 2,0310 (two comma zero three one zero) hectares, known as 122 Jarrah Street, Benoni Agricultural Holdings, Benoni.

The property is zoned undertermined in te. ms of the relevant town-planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building:* Bricks under iron detached single storey residence, comprising four bedrooms, two bathrooms, kitchen, lounge, family room and study. *Outbuildings:* Four garages, servants' quarters and s/ablutions. *Fencing:* Pre-cast.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per 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 20,75% (twenty comma seven five per centum) per annum on the preferent creditor's claims as contemplated in rule 43 (7) (a) of the rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) 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 20th day of December 1993.

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

Saak 1226/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **Stadsraad van Bronkhorstspruit,** Eksekusieskuldeiser, en **R. H. Harrington,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n vestekvonnis wat in bogemelde saak op 18 November 1992, toegestaan is, op 28 Januarie 1994 om 10:00, te die betrokke perseel, naamlik Landdroskantoor Bronkhorstspruit, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Cornelisstraat 41, Bronkhorstspruit, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 40, Riamarpark, Bronkhorstspruit, groot 1 200 (eenduisend tweehonderd) vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport T5254/92.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944 sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekend gemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspruit op hede hierdie 13de dag van Desember 1993.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspruit. [Tel. (01212) 2-2911/2.] (Verw. mev. Swart SB 347.)

Saak 807/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **J. Gazi,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die kantore van die Dorpskomitee van Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 3, geleë in Ikageleng, Zeerust, groot tweehonderd nege-en-sestig (269) vierkante meter. Hierdie erf bestaan uit erf met twee vertrekwoning.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Couslon & Jacobsz, Presidentstraat, Zeerust, en ook te die Kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 10de dag van Desember 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZG0057.)

Saak 295/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **C. Mogale,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eindom op 21 Januarie 1994 om 10:00, voor die kantore van die Dorpskomitee van Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 1014, geleë in Ikageleng, Zeerust, groot driehonderd sewe-en-vyftig (357) vierkante meter. Hierdie erf bestaan uit erf met vier vertrekwoning.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Couslon & Jacobsz, Presidentstraat, Zeerust, en ook te die Kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 10de dag van Desember 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0545.)

Saak 816/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **K. S. Mmutle,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eindom op 21 Januarie 1994 om 10:00, voor die kantore van die Dorpskomitee van Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 609, geleë in Ikageleng, Zeerust, groot driehonderd nege-en-twintig (329) vierkante meter. Hierdie erf bestaan uit erf met agt vertrekwoning.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Couslon & Jacobsz, Presidentstraat, Zeerust, en ook te die Kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 10de dag van Desember 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0825.)

Saak 815/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **J. Modipane,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eindom op 21 Januarie 1994 om 10:00, voor die kantore van die Dorpskomitee van Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 793, gelee in Ikageleng, Zeerust, groot tweehonderd een-en-sestig (261) vierkante meter. Hierdie erf bestaan uit erf met twee vertrekwoning.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Couslon & Jacobsz, Presidentstraat, Zeerust, en ook te die Kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 10de dag van Desember 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0825.)

Case 12112/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Basil Beau Burger,** First Execution Debtor, and **Melanie Ruth Burger,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution, dated 29 November 1993, the following property will be sold in execution on Friday, 28 January 1994 at 10:00, at the Sale-venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 297, Allen's Nek Extension 4 Township, Registration Division IQ, Transvaal, in extent 800 (eight hundred) square metres, held by Deed of Transfer T30610/1993, known as 974 Gompous Street, Allen's Nek Extension 4, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under a tiled roof, said to contain a lounge, dining-room, three bedrooms, kitchen and bathroom in regard to which, however, nothing is guaranteed.

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

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

Dated: 21 December 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.) (Ref Mr Vlok/CV/930908/16173.)

Saak 313/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **W. Erens,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die Landdroskantoor te Zeerust, per eksekusieveiling verkoop:

Erf 500, geleë in Ikageleng, Zeerust, groot tweehonderd ses en negentig (296) vierkante meter. Hierdie erf bestaan uit erf met sink huisie.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 2de dag van Desember 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZE0056.)

Saak 315/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **R. Segale,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die Landdroskantoor te Zeerust, per eksekusieveiling verkoop:

Erf 517, geleë in Ikageleng, Zeerust, groot tweehonderd en sestig (260) vierkante meter. Hierdie erf bestaan uit erf met twee vertrekwoning.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 2de dag van Desember 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZS0232.)

Saak 296/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **E. Mogweng,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die Landdroskantoor te Zeerust, per eksekusieveiling verkoop:

Erf 144, geleë in Ikageleng, Zeerust, groot tweehonderd agt en sestig (268) vierkante meter. Hierdie erf bestaan uit erf met twee vertrekwoning.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 2de dag van Desember 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0546.)

Saak 290/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **M. Mpunzi,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die Landdroskantoor te Zeerust, per eksekusieveiling verkoop:

Erf 1003, geleë in Ikageleng, Zeerust, groot vierhonderd en negentien (419) vierkante meter. Hierdie erf bestaan uit erf met luukse sewe vertrekwoning.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 2de dag van Desember 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0556.)

Saak 817/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **A. Mataboge,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die Landdroskantoor te Zeerust, per eksekusieveiling verkoop:

Erf 888, geleë in Ikageleng, Zeerust, groot tweehonderd en tagtig (280) vierkante meter. Hierdie erf bestaan uit erf met vier vertrekwoning.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 2de dag van Desember 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0823.)

Saak 822/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **W. Mongake,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die Landdroskantoor te Zeerust, per eksekusieveiling verkoop:

Erf 796, geleë in Ikageleng, Zeerust, groot tweehonderd en sestig (260) vierkante meter. Hierdie erf bestaan uit erf met twee vertrekwoning.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 2de dag van Desember 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0831.)

Saak 824/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **M. Q. Motswagae,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die Landdroskantoor te Zeerust, per eksekusieveiling verkoop:

Erf 582, geleë in Ikageleng, Zeerust, groot tweehonderd agt en sestig (268) vierkante meter. Hierdie erf bestaan uit erf met twee vertrekwoning.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 2de dag van Desember 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0833.)

Saak 311/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **A. Bathoeng,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die kantore van die Dorpskomitee van Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 699, geleë in Ikageleng, Zeerust, groot tweehonderd vyf-en-sestig (265) vierkante meter. Hierdie erf bestaan uit erf met twee vertrekwoning.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die Kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 6de dag van Desember 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZB0137.)

Saak 284/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **T. Rankwane,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die Landdroskantoor te Zeerust, per eksekusieveiling verkoop:

Erf 536, geleë in Ikageleng, Zeerust, groot tweehonderd vyf-en-vyftig (255) vierkante meter. Hierdie erf bestaan uit 'n leë erf.

Terme: Kontant/Bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die Kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 2de dag van Desember 1993.

Coulson & Jacobsz, Prokureurs vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZR0100.)

Saak 9399/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **Choice Housing Project,** Eerste Verweerder, en **I. E. Terblanche,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie, gedateer 2 Junie 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieër, op 2 Februarie 1994 om 10:00:

Erf 31, geleë in die dorpsgebied Maroelana, Registrasieafdeling JR, Transvaal, groot 1 334 (eenduisend driehonderd vier-en-dertig) vierkante meter, beter bekend as Pinasterstraat 52, Maroelana).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet en reëls daaronder geproklameer en van die terme van die titelaktes in so ver dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Leë erf.

3. *Terme:* 10% (tien persent) van die koopprys 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 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.

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/JR38015.)

Saak 16158/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk,** Eiser, en **Choice Housing Project,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie, gedateer 28 Mei 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Struben-straat 142, Pretoria, aan die hoogste bieër op 2 Februarie 1994 om 10:00:

Erf 32, geleë in die dorpsgebied Maroelana, Registrasieafdeling JR, Transvaal, groot 1 554 (eenduisend vyfhonderd vier-en-vyftig) vierkante meter, beter bekend as Pinasterstraat 50, Maroelana).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet en reëls daaronder geproklameer en van die terme van die titelaktes in so ver dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Vier slaapkamer-woonhuis met sitkamer, eetkamer, kombuis, twee badkamers, twee storte, TV-kamer, ingangsportaal en twee motorhuise met volvloermatte.

3. *Terme:* 10% (tien persent) van die koopprys 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 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.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureur vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JR38020.)

Saak 34606/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **D. A. Stevens,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 19 Julie 1993, sal die onderstaande eiendom op 27 Januarie 1994 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 bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 3 van Erf 33, geleë in die dorpsgebied Booysens, Pretoria, Registrasieafdeling JR, Transvaal, bekend as Marinastraat 1220, Booysens, Pretoria.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, toilet, badkamer, drie slaapkamers, motorhuis, bediendekamer en toilet.

Verbandhouer: United, 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 Kontantdeposito 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 14de dag van Desember 1993.

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

Saak 10930/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Saambou Bank Beperk,** Applikant, en **A. J. Pretorius,** Eerste Respondent, en **Mev. V. P. A. Pretorius,** Tweede Respondent

Ingevolge uitspraak van die Landros, Roodepoort, en 'n lasbrief vir eksekusie gedateer 5 Oktober 1992, sal die ondergemelde eiendom op Vrydag, 28 Januarie 1994 om 10:00, by die verkooplokaal van die Balju, Progressweg 182, Technikon, Roodepoort, aan die hoogste bieder geregtelik verkoop word:

Erf 2164, Uitbreiding 20, Helderkruin-dorpsgebied, Registrasieafdeling IQ, Transvaal, bekend as Pigeonstraat-Wes 857, Helderkruinuitbreiding 20, Roodepoort, groot 1 073 vierkante meter, kragtens Transportakte T2875/92.

Voorwaardes: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en die balans met registrasie van oordrag, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg gelewer binne dertig (30) dae. Die koper moet oordragkoste, belastings, ensovoorts betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg. Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Progressweg 182, Technikon, Roodepoort besigtig word.

Gedateer te Roodepoort op hede die 23ste dag van Desember 1993.

De Wet—Van der Watt Ing., Eerste Verdieping, De Wetshof, Edwardstraat 4, Roodepoort. (Tel. 760-3027/8/9.) (Verw. mnr. Jordaan/Lvw/S 554.)

Saak 24732/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Annemarie Swanepoel,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 9 Februarie 1993, en 'n lasbrief word die volgende eiendom in eksekusie verkoop op 28 Januarie 1994 om 11:00, by die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder:

Gedeelte 113 ('n gedeelte van Gedeelte 2), van die plaas Lusthoff 114, Registrasieafdeling JR, Transvaal, groot 8,5653 hektaar, gehou kragtens Akte van Transport T47158/91, geleë in die distrik Wonderboom.

Daar is geen reserweprys nie.

Die eiendom bestaan uit 'n woonhuis met vier slaapkamers, drie badkamers, sit/eetkamer, TV-kamer, studeerkamer, twee kombuise, naaldwerkkamer, garage, twee stoorkamers en 'n boorgat. Eiendom is omhein met doringdraad. Geen waarborg word in hierdie verband gegee nie.

Terme en voorwaardes:

Terme: Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 dae verseker by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord.

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

Tim du Toit & Kie. Ing., Prokureurs vir Eiser, 19de Verdieping, Volkskasgebou, Strijdomplein, Pretoria. (Tel. 325-2277/88.) (Verw. mnr. De Vos/mvz.)

Case 12165/92

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

In the matter between **First National Bank of S.A. Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Frans Johannes Eloff van Dyk,** First Defendant, and **Lourika Linette van Dyk,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 8 June 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 11 February 1994 at 11:15, at the office of the Sheriff, 182 Leeupoort Street, Boksburg, to the highest bidder:

Certain Erf 214, Van Dykpark Township, situated on 31 Akker Street Van Dykpark, in the Township of Van Dykpark, District of Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

Building built of brick, plaster and paint, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, two carports, two servants' quarters, w.c. and paving.

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. B0908F/Mrs Teixeira.)

Case 12108/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Cornelius Abraham Smit Brummer,** and **Irene Brummer,** Execution Debtors

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 30 November 1993, the following property will be sold in execution on Friday, 28 January 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 749, Lindhaven Extension 2 Township, Registration Division IQ, Transvaal, in extent 822 (eight hundred and twenty-two) square metres, held by Deed of Transfer T28178/1993, known as Italeni Avenue 311, Lindhaven Extension 2, District of Roodepoort, upon which is erected a detached dwelling under a tiled roof, said to contain a lounge, a dining-room, study, three bedrooms, kitchen, two bathrooms, outside room, double garage, in regard to which, however, nothing is guaranteed.

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

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

Dated: 17 December 1993.

Louw & Heyl-Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/930906/16175.)

Case 17346/92

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Raymond Eric Rowland Beaven,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution, dated 3 May 1993 the following property will be sold in execution on Friday, 28 January 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 680, Florida Hills Extension 4 Township, Registration Division IQ, Transvaal, in extent 1 543 (one thousand five hundred and forty-three) square metres, held by Deed of Transfer T48663/1990, known as 1169 Heuwel Road, Florida Extension 4, District of Roodepoort, upon which is erected a detached dwelling of partially plastered and partially face brick walls under a thatched roof, said to contain a lounge, family room, dining-room, study, four bedrooms, kitchen, two bathrooms, scullery/laundry, outside room, outside store-room, double garage, in regard to which, however, nothing is guaranteed.

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

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

Dated: 20 December 1993.

Louw & Heyl-Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, P.O. Box 360, Roodepoort. [Tel. (011) 763-6111/2121.] (Ref. Mr Vlok/CV/921454/17439.)

Saak 12327/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Haroon Osman,** Eerste Verweerder, en **Imelda Teresa Osman,** Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 28 Januarie 1994 om 10:00:

Erf 148, Hamberg-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Weilbachstraat 23, Hamberg, distrik Roodepoort, bestaande uit 'n woonhuis onder teëldak, houtvensters, steenmure en voorafvervaardigde omheining. Die huis bestaande uit sitkamer, gesinskamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, bediendekamer en garage.

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

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

Saak 9083/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Robert Andrew Botha,** Eerste Verweerder, en **Jan van der Merwe N.O.,** Tweede Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 28 Januarie 1994 om 10:00:

Erf 23, Fleurhof-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Sinklienelaan 14, Fleurhof, distrik Roodepoort, bestaande uit 'n woonhuis onder teëldak, staalvensters, steen en gepleisterde mure en geen omheining. Die huis bestaande uit sitkamer, badkamer, drie slaapkamers, gang, kombuis, buitetoilet en motorafdak.

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

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

Saak 6898/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Fen-Yuan Fu,** Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 28 Januarie 1994 om 10:00:

Erf 783, Little Falls-uitbreiding 2, Registrasieafdeling IQ, Transvaal, geleë te Highfallsdraai 826, Little Falls-uitbreiding 2, distrik Roodepoort, bestaande uit 'n leë erf.

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

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

Saak 11539/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **Jacques Christiaan Theron,** Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 28 Januarie 1994 om 10:00:

Erf 3131, Witpoortjie-uitbreiding 18-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Maynierlaan 133, Witpoortjie-uitbreiding 18, distrik Roodepoort, bestaande uit 'n erf waarop opgerig is 'n woonhuis onder teëldak, gepleisterde mure, staalvensters en steen, draadomheining. Die huis bestaande uit sitkamer, badkamer, twee slaapkamers, gang, kombuis en motorhuis.

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

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

Saak 7715/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort,** Eiser, en **232 Roodekrans CC,** Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort, op Vrydag, 28 Januarie 1994 om 10:00:

Erf 232, Roodekrans-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Bottlebrushstraat 23, Roodekrans, distrik Roodepoort, bestaande uit 'n erf waarop opgerig is 'n woonhuis onder sinkdak, gepleisterde mure, staalvensters en steen, gepleisterde en voorafvervaardigde omheining. Die huis bestaande uit sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, dubbelmotorafdak.

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

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

Saak 19756/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **M. P. Matlala,** Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof, en 'n lasbrief vir beslaglegging, gedateer 5 November 1993, die ondervermelde eiendom in eksekusie verkoop sal word op 21 Januarie 1994 om 11:00, te die Balju, Hooggeregshof, Wonderboom/Soshanguve, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord):

Die eiendom wat aldus te koop aangebied sal word, is Erf 2407, Blok GG, geleë in die dorpsgebied Soshanguve, Registrasieafdeling JR, Transvaal, groot 536 (vyf drie ses) vierkante meter, gehou kragtens Transportakte TL2443/90, bekend as 2407 Blok GG, Soshanguve.

Verbeterings: Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju van Wonderboom/Soshanguve.

Geteken te Pretoria hierdie 6de dag van Desember 1993.

P. R. Greyling, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Eerste Verdieping, Praetor Forum, Van der Waltstraat 269, Pretoria. (Verw. Greyling/PB/A.141/93.)

Saak 312/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **W. Erens,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 407, geleë in Ikageleng, Zeerust, groot tweehonderd en negentig (290) vierkante meter.

Hierdie erf bestaan uit 'n leë erf.

Terme: Kontant/bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 15de dag van November 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZE0055.)

Saak 302/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **C. Modweu,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 554, geleë in Ikageleng, Zeerust, groot driehonderd nege-en-tagtig (389) vierkante meter.

Hierdie erf bestaan uit 'n leë erf.

Terme: Kontant/bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0544.)

Saak 298/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **J. Molale,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 178, geleë in Ikageleng, Zeerust, groot tweehonderd nege-en-negentig (299) vierkante meter.

Hierdie erf bestaan uit 'n erf met 'n tweevertrekwoning.

Terme: Kontant/bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 15de dag van November 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0548.)

Saak 332/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **K. Seleki,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 1043, geleë in Ikageleng, Zeerust, groot vierhonderd vyf-en-sewentig (475) vierkante meter.

Hierdie erf bestaan uit 'n erf met 'n sinkhuis.

Terme: Kontant/bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 15de dag van November 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZS0234.)

Saak 292/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **I. K. Molefe,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die kantore van die dorpskomitee, Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 914, geleë in Ikageleng, Zeerust. *Groot:* 280 (tweehonderd en tagtig) vierkante meter. Hierdie erf bestaan uit 'n leë erf.

Terme: Kontant of bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 15de dag van November 1993.

Coulson & Jacobsz, Prokureurs vir Eiser, Presidentstraat; Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM0550.)

Saak 323/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **A. Rubudhe,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die kantore van die dorpskomitee, Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 542, geleë in Ikageleng, Zeerust. *Groot:* 259 (tweehonderd nege-en-vyftig) vierkante meter. Hierdie erf bestaan uit 'n leë erf.

Terme: Kontant of bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 15de dag van November 1993.

Coulson & Jacobsz, Prokureurs vir Eiser, Presidentstraat; Posbus 83, Zeerust, 2865. (Verw. ms/I/ZR0101.)

Saak 331/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **R. Wilson,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die kantore van die dorpskomitee, Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 687, geleë in Ikageleng, Zeerust. *Groot:* 275 (tweehonderd vyf-en-sewentig) vierkante meter. Hierdie erf bestaan uit 'n erf met 'n sinkhuis.

Terme: Kontant of bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 15de dag van November 1993.

Coulson & Jacobsz, Prokureurs vir Eiser, Presidentstraat; Posbus 83, Zeerust, 2865. (Verw. ms/I/ZW0027.)

Saak 324/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **S. Magagane,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die kantore van die dorpskomitee, Ikageleng, te Zeerust, per eksekusieveiling verkoop:

Erf 913, geleë in Ikageleng, Zeerust. *Groot:* 280 (tweehonderd en tagtig) vierkante meter. Hierdie erf bestaan uit 'n erf met 'n sinkhuis.

Terme: Kontant of bankgewaarborgde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 15de dag van November 1993.

Coulson & Jacobsz, Prokureurs vir Eiser, Presidentstraat; Posbus 83, Zeerust, 2865. (Verw. ms/I/ZM00538.)

Saak 511/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen **Dorpskomitee van Ikageleng,** Eiser, en **Temote Ramogale,** Verweerder

Kragtens 'n uitspraak van hierdie Agbare Hof, word die ondervermelde eiendom op 21 Januarie 1994 om 10:00, voor die kantore van die dorpskomitee van Ikageleng, te Zeerust per eksekusieveiling verkoop:

Erf 532, geleë in Ikageleng, Zeerust, groot 260 (tweehonderd en sestig) vierkante meter.

Hierdie erf bestaan uit 'n erf met 'n sink huis.

Terme: Kontant/bankgewaargde tjek.

Verkoopvoorwaardes: Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobz, Presidentstraat, Zeerust, en ook te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat, Zeerust.

Geteken te Zeerust op hede die 15de dag van November 1993.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat, Posbus 83, Zeerust, 2865. (Verw. ms/I/ZR0099.)

Case 65959/91

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

In the matter between **Rambau's Funeral Parlour,** Plaintiff, and **Simon Peta,** Defendant

In terms of a judgment of the Magistrate's Court of Pretoria and a writ of the above-mentioned matter, a sale by public auction will be held by the Sheriff of the Court, Pretoria, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 6 January 1994 at 10:00, upon conditions which will be read out by the auctioneer at the time of sale of the property owned by the Defendant being:

Certain: Erf 4973, 6 Khudu Street, Atteridgeville, Registration Division JR, Transvaal, in extent 298 (two hundred and ninety-eight) square metres, held by Deed of Transfer TL38294/1987.

The following information is supplied with regard to improvements, but this property description is not guaranteed:

The dwelling is a house under construction with facebricks and a zink roof, consisting of two bedrooms, bathroom, kitchen, sitting room and TV room.

Terms: 10% (ten per cent) on the purchase price and Sheriff's fees of 4% (four per cent).

Dated at Pretoria.

E. H. Lombard, for Adams & Adams, Plaintiff's Attorneys, Shorburg Building, 429 Church Street, Pretoria, 0002. [Tel. (012) 320-8500.] (Ref. Mrs Trichardt R008/016 WD.)

Case 94355/92
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IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **H. Goodman,** Execution Debtor

In terms of a judgment of the Magistrate's Court for the District of Johannesburg, held at Johannesburg in the above-mentioned matter, a sale will be held on 28 January 1994 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg:

Certain: Erf 275, Glenhazel Township, Registration Division IR, Transvaal, measuring 989 (nine hundred and eighty-nine) square metres, situated at 24 Newmarket Road, Glenhazel.

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

A large dwelling consisting of swimming-pool, servants' quarters, paved driveway, attached granny flat, electric automatic gates with intercom system and solar heating (2 units) on slate roof.

The sale will be held on the conditions to be read out by the auctioneer and these conditions may be examined at the offices of the Sheriff, A4 Sanlam Industrial Park, Prop Street, Off John Street, Selby, or at the offices of the Plaintiff's Attorneys, Blakes, Sixth Floor, Santambank Building, 81 Rissik Street, Johannesburg.

Signed at Johannesburg on this the 13th day of December 1993.

D. J. Rens, for Blakes, Sixth Floor, Santambank Building, 81 Rissik Street, P.O. Box 5315, Johannesburg. (Tel. 833-6000.) (Ref. Mr Rens/cs/RNG 051.)

Case 19430/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited, Plaintiff, and Ramasunga Albert,** First Defendant, and **Ramasunga Matodzi Elisah,** 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 a reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 655, Chiawelo Township, Registration Division IQ, Transvaal, measuring 257 (two hundred and fifty-seven) square metres, situated at Erf 655, Chiawelo Township.

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

Dwelling under asbestos roof, two bedrooms, kitchen and dining-room. *Outbuildings:* Two garages and store-room.

The property is zoned residential.

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

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

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

Signed at Johannesburg on this 3rd day of December 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. R23897/PC.)

Case 15567/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mofokeng, Rebecca** N.O. Executrix in the estate late Mofokeng, Boiki Sydney, First Defendant, and **Mofokeng, Thabo France,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 6010, Orlando East Township, Registration Division IQ, Transvaal, measuring 438 (four hundrd and thirty-eight) square metres, situated at Erf 6010, Orlando East Township.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 6th day of December 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M17736/PC.)

Case 29261/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Seroke, Jaki Stone,** First Defendant, and **Seroke, Carol Likonelo,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Section 6, as shown and more fully described on Sectional Plan 123/1981, in the scheme known as Santa Fe, in respect of the land and building or buildings situated at Berea Township, Johannesburg, Registration Division IQ, Transvaal, measuring 103 (one hundred and three) square metres, situated at Fourth Floor, Flat 203, Santa Fe 1, Lily Avenue, Berea Township, Johannesburg.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 1st day of December 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S24946/PC.)

Case 3171/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lidzebe, Khangale Piet,** First Defendant, and **Lidzebe, Mpho Hilda,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3092, Chiawelo Extension 2 Township, measuring 255 (two hundred and fifty-five) square metres, situated at Erf 3092, Chiawelo Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single-storey dwelling under tiled roof, two bedrooms, lounge and kitchen. *Outbuildings:* Two garages and single servant quarter.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 3rd day of December 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. L10611/PC.)

Case 26667/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Cele, Nkosana Arthur,** First Defendant, and **Cele, Nofufa Lydia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1068, Mofolo North Township, Registration Division IQ, Transvaal, measuring 270 (two hundred and seventy) square metres, situated at Erf 1068, Mofolo North Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single-storey dwelling under asbestos roof, two bedrooms and dining-room. *Outbuildings:* Single garage and fenced with mesh.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 3rd day of December 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. C12928/PC.)

Case 14530/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Dangazele, Lionel Thabo** N.O. Executor in the estate late Dangazele Mandisa Edith, First Defendant, and **Baratang Catherine Ramathibela,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 1068, Dhlamini Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 1068, Dhlamini Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, dining-room, two bedrooms and vinyl floors. *Outbuilding:* Two single garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 30th day of November 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D8626/PC.)

Saak 19310/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Transnet Beperk,** Eiser, en **Cornelius Johannes van Deventer,** Eerste Verweerder, en **Sonet van Deventer,** Tweede Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word op 26 Januarie 1994 om 10:00, by die kantore van die Balju, Standerton, te Caledonstraat 17, Standerton, van die ondergemelde eiendom:

Sekere Gedeelte 3 ('n gedeelte van Gedeelte 2) van Erf 466, Meyerville-dorpsgebied, Registrasieafdeling HS, Transvaal, groot 1 831 (eenduisend agthonderd een-en-dertig) vierkante meter, geleë te Steynstraat 1, Meyerville, Standerton.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: Drieslaapkamerwoonhuis met matte in die woonvertrekke, sinkdak en dubbelmotorhuis, bestaande uit sitkamer, eetkamer, drie slaapkamers met ingeboude kaste, kombuis met ingeboude kaste, badkamer en toilet.

Die verkoping sal plaasvind op die voorwaardes wat die Balju en tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Standerton, Caledonstraat 7, Standerton, of die Eiser se Prokureurs, Blakes Ing., te die Sesde Verdieping, Standard Generalgebou, Proesstraat 215, Pretoria.

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

Blakes, Standard Generalgebou, Tweede Verdieping, Proesstraat 215, Pretoria. (Tel. 325-3442/3.) (Verw. J. le Roux/RT0040.)

Case 1381/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Zamile Abram Mokhuwane,** Defendant

On 26 January 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 2687, Tokoza Extension 1 Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, also known as Erf 2687, Tokoza Extension 1, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 16,75% (sixteen comma seven five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on 13 December 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0352/Miss Kent.)

Case 6239/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Seabata Phinix Molefe,** First Defendant, and **Mamokete Paulina Molefe,** Second Defendant

On 26 January 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 686, Likole Township, Registration Division IR, Transvaal, measuring 200 (two hundred) square metres, also known as Erf 686, Likole, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on 13 December 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0410/CMK.)

Case 9019/91

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Morope Rolland Mphahlele,** Defendant

On 26 January 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 9512, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, also known as Erf 9512, Tokoza Extension 2, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20,05% (twenty comma nought five per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on 13 December 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0032/Miss Kent.)

Case 7389/89

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mapishi Patmos Mthembu,** Defendant

On 26 January 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 1427, formerly Erf 1619, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 330 (three hundred and thirty) square metres, also known as Erf 1427, formerly Erf 1619, Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Single storey brick built residence under tiled roof comprising five rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising garage.

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on 13 December 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0047/Miss Kent.)

Case 358/92

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Nthuseni, Wilfred Nemathaga,** First Defendant, and **Ntamiseni, Maryleng Nemathaga,** Second Defendant

On 26 January 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 8525, Tokoza Township, Registration Division IR, Transvaal, measuring 337 (three hundred and thirty-seven) square metres, also known as Erf 8525, Tokoza, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20% (twenty per cent) per annum, at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on 13 December 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0014/Miss Kent.)

Case 4349/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Skhumbuzo James Ngobese,** Defendant

On 26 January 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 9439, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 9439, Tokoza Extension 2, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on 13 December 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0793/CMK.)

Case 5982/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Boy Joseph Nxumalo,** First Defendant, and **Nokuzola Lorraine Nxumalo,** Second Defendant

On 26 January 1993 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 197, Ramakonopi Township, Registration Division IR, Transvaal, measuring 342 (three hundred and forty-two) square metres, also known as Erf 197, Ramakonopi, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on 14 December 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Streets, Germiston. (Tel. 825-1015.) (Ref. MN0229/Miss Kent.)

Case 7626/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Teboho Sam Radieshane,** First Defendant, and **Gladys Matiki Radieshane,** Second Defendant

On 26 January 1994 at 10:00, a public auction sale will be held at Johriahof, 4 du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 8504, Tokoza Township, Registration Division IR, Transvaal, measuring 326 (three hundred and twenty-six) square metres, also known as Erf 8504, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising room other than kitchen and toilet.

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on 14 December 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MR0024/CMK.)

Case 6975/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Boshanku Jan Tshabalala,** Defendant

On 26 January 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 11256 (formerly Erf 585), Tokoza, Extension 2 Township, Registration Division IR, Transvaal, measuring 216 (two hundred and sixteen) square metres, also known as Erf 11256 (formerly Erf 585), Tokoza Extension 2, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on 14 December 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MT0053/CMK.)

Case 7272/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Melita Linah Sibiya,** First Defendant, and **Simon Nhlapo,** Second Defendant

On 26 January 1994 at 10:00, a public auction sale will be held at Johriahof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 323, Tokoza Township, Registration Division IR, Transvaal, measuring 292 (two hundred and ninety-two) square metres, also known as Erf 323, Tokoza, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on 13 December 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MS0063/CMK.)

Case 9129/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Joseph Vikinduku Mazibuko,** First Defendant, and **Jeanett Khoza,** Second Defendant

On 26 January 1994 at 10:00, a public auction sale will be held at Johria Hof, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 9524, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 9524, Tokoza Extension 2, Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 19,25% (nineteen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on the 13th day of December 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015) (Ref. MM0319/Miss Kent.)

Saak 7826/91

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

In die saak tussen **NBS Bank Beperk,** voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **Andre Coetzee,** Eerste Verweerder, en **Henning J. H. Coetzee,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie gedateer, 23 November 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 27 Januarie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 289, dorpsgebied Van Riebeeckpark-uitbreiding 2, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 533 (eenduisend driehonderd drie-en-dertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, kombuis en familie/TV-kamer. Buitegeboue bestaan uit twee motorhuise, vier afdakke, swembad en oprit.

Voorwaardes van verkoping:

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

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 15de dag van Desember 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N464.)

Saak 15713/93

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 **Barend Barthlomeus van der Merwe,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 21 September 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 27 Januarie 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Eenheid 11, Birch Villa-dorpsgebied, Birch Acres, Registasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 84 (vier-en-tagtig) 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 sit/eetkamer, kombuis, twee slaapkamers en badkamer. Buitegeboue: Geen (binnehof).

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 15de dag van Desember 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1218.)

Case 16017/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Beukes Thelma,** First Defendant, and **Francis Doris,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 3 of Erf 2402, Ennerdale Extension 2 Township, Registration Division IQ, Transvaal, area 360 (three hundred and sixty) square metres, situation Portion 3 of Erf 2402, off Hedera Avenue, Ennerdale Extension 2.

Improvements (not guaranteed): A house under tiled roof consisting of two bedrooms, bathroom, kitchen and lounge.

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

Dated at Johannesburg on 14 December 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535) (Ref. Foreclosures N140:NC107.)

Saak 1638/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Louis Johnnie Luthers,** Eerste Verweerder, en **Baniswa Jane Luthers,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein en lasbrief tot geregtelike verkoop, met datum 23 Junie 1993, sal die ondervermelde eiendom geregtelik verkoop word, op 28 Januarie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 890, Toekomsrus-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 357 vierkante meter, gehou kragtens Akte van Transport T8200/1987, bekend as Arriestraat 890, Toekomsrus, Randfontein, met verbeterings.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureur vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1114.)

Saak 3627/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Stadsraad van Randfontein,** Eiser, en **Pieter Benjamin van der Westhuizen,** Eerste Verweerder, en **Elizabeth van der Westhuizen,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop, met datum 16 Februarie 1993, sal die ondervermelde eiendom geregtelik verkoop word, op 28 Januarie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2354, Toekomsrus-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 308 vierkante meter, gehou kragtens Akte van Transport T39724/1991, bekend as Gooseberrystraat 2354, Toekomsrus, Randfontein, met verbeterings.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/S1040.)

Saak 1066/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Adam Cornelius Jacobus van Greunen,** Eerste Verweerder, en **Johanna Jacoba van Greunen,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop, met datum 29 April 1993, sal die ondervermelde eiendom geregtelik verkoop word, op 28 Januarie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Hoewe 88, Middelvlei-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 1,6186 hektaar, gehou kragtens Akte van Transport T61798/1992, bekend as Hoewe 88, Middelvlei-landbouhoewes, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder sinkdak wat bestaan uit drie slaapkamers, badkamer, kombuis, sitkamer en eetkamer, die buitegeboue bestaan uit 'n motorhuis, daar is 'n boorgat op die erf en die perseel is omhein met draad.

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

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureur vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N552.)

Saak 19694/93
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

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

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping gehou word op 28 Januarie 1994 om 10:00, by die kantore van die Balju, Progressweg 182, Technikon, Roodepoort, van die ondergemelde eiendom:

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

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie:

'n Tweeslaapkamerhuis met staal vensters, teëldak, gepleisterde mure en 'n netjiese tuin.

Bestaande uit: Eetkamer, badkamer en kombuis, geen buitegeboue.

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

Geteken te Johannesburg op hierdie 10de dag van Desember 1993.

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

Case 90/93

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

In the matter between **The Town Council of Springs,** Plaintiff, and **I. J. Williams,** 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, 21 January 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain: Erf 446, Bakerton Extension 4 Township, Registration Division IR, Transvaal, measuring 696 (six hundred and ninety-six) square metres, also known as 31 Lavender Road, Bakerton Extension 4, Springs, description of property, vacant land.

Conditions: The sale will be subject to payment of the full purchase price in cash on the date of sale or a bank or building society guaranteed cheque to be furnished on the date of the sale. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the Office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 10th day of December 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/S37791.)

Saak 2579/93
PH 522

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Investec Merchant Bank Limited,** en **Protokol Konstruksie (Edms.) Bpk.,** Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Hof sal 'n verkoping van die ondergemelde eiendom plaasvind, op 27 Januarie 1994 om 10:00, te die Balju van die Hooggeregshof se kantoor, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder ooreenkomstig die verkoopvoorwaardes wat ondersoek kan word te die kantoor van die Balju, naamlik:

Erwe 467 en 468, Daspoort-uitbreiding 3-dorpsgebied, geleë te hoek van Hendrik- en Jenningsstraat, Daspoort, groot 3 771 (drie sewe sewe een) en 3 818 (drie agt een agt) vierkante meter respektiewelik, gehou deur Akte van Transport T4931/1986 en T4932/1986 respektiewelik, synde 'n enkelverdieping winkelsentrum met O.K. Bazaars as hoofhuurder.

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

D. J. Wandrag, vir A. L. Mostert & Kie. Ing., Eiser se Prokureurs, 10de Verdieping, Nedbank Corner, Jorissenstraat 96, Braamfontein. (Tel. 339-6447.) (Verw. D. J. Wandrag/SG.)

Saak 187/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Dorpsraad van Swartruggens,** Eksekusieskuldeiser, en **C. I. H. Greyling,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Geregsbode, Swartruggens te Landdroskantoor, Jan van Riebeeckstraat, Swartruggens, op 21 Januarie 1994 om 11:00, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Geregsbode.

Sekere Erf 55, in die voorstad van Swartruggens, Registrasieafdeling JR, Transvaal, ook bekend as De Klerkstraat, Swartruggens.

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

Aanmerkings:

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde [minimum R10 (tien rand)] in kontant op die veilingdag, en die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 18,50% (agtien komma vyftig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Rustenburg op hierdie 15de dag van Desember 1993.

Wessels & Le Roux, Prokureur vir Eksekusieskuldeiser, Unitedgebou, Tweede Verdieping, Steenstraat 60, Posbus 54, Rustenburg, 0300. [Tel. (0142) 2-0221.] (Verw. AP/mnr. De Bruyn/SM65.)

Saak 121/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

In die saak tussen **United Bank** (voorheen bekend as United Bouvereniging), Eiser, en **Nicolaas Marthinus van der Schyff,** Verweerder

Uit kragte van 'n vonnis van die Landdros Tzaneen, en kragtens 'n lasbrief vir eksekusie gedateer sal die volgende eiendom per publieke veiling op Vrydag, 28 Januarie 1994 om 10:00, voor die Landdroskantoor, Tzaneen, aan die hoogste bieër verkoop word, naamlik:

John Smithstraat 8, Tzaneen, bekend as Erf 934, Tzaneen-uitbreiding 12.

Vernaamste voorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die bepalings van die Wet op Landdroshowe en reëls aan die hoogste bieër verkoop word.

2. Die koper betaal 10% (tien persent) van die koopsom onmiddellik na die verkoping aan die Balju en die balans word verseker by wyse van 'n bank- of bouverenigingwaarborg, betaalbaar teen oordrag van die eiendom in die naam van die koper en wat afgelewer word by die Eiser se prokureurs binne 14 (veertien) dae na die datum van verkoping.

Voorwaardes van verkoop sal gedurende kantoorure by die kantoor van die Balju, ter insae lê.

A. E. Rech, vir Joubert & May, Posbus 35, Tzaneen, 0850.

Saak 12012/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk** (Reg. No. 05/01225/06), Eiser, en **Neofhitos Charalampous Ioannou,** Eerste Verweerder, en **Kleoniki Iannou,** Tweede Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 17 November 1993 sal hierdie ondervermelde eiendom geregtelik verkoop word op 28 Januarie 1994 om 10:00, te die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 352, Witpoortjie-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 115 (eenduisend eenhonderd en vyftien) vierkante meter.

Gehou kragtens T20611/93, bekend as Van Rooyenstraat 22, Witpoortjie, die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Sitkamer, eetkamer, badkamers (twee), slaapkamers (drie), gang, kombuis, bediende kamer, en enkelmotorhuis.

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word en moet die koper 'n deposito van 10% (tien persent) op die dag van verkoping betaal en waarborge vir die balans binne 30 dae lewer, betaalbaar teen datum van oordrag. Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju.

Geteken te Roodepoort op 10 Desember 1993.

Herman van der Merwe, Dieperinkstraat 11, Roodepoort, 1725. (Verw. mev. Pelser.)

Saak 80578/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Pretorium Trust,** Eiser, en **M. D. Mabasa,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 23 Januarie 1993, sal hierdie ondervermelde eiendom geregtelik verkoop word op Vrydag, 21 Januarie 1994 om 11:00, te die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Saskomeule), ou Warmbadpad, Bon Accord, aan die persoon wie die hoogste bod maak:

Erf 1119, in die dorp Soshanguve BB, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T28286/92, groot 589 vierkante meter.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie: Drie slaapkamerwoonhuis met sitkamer, kombuis, badkamer, aparte toilet en garage.

Die eiendom word met 'n reserweprys van R54 905 plus rente daarop teen 'n koers van 15% (vyftien persent) per jaar gereken vanaf 16 November 1993 tot datum van betaling, beide dae ingesluit, aan die hoogste bieder verkoop. 'n Deposito van 10% (tien persent) word vereis en die balans by wyse van 'n bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige verkoopvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju, Wonderboom, se kantore.

Geteken te Pretoria op hede die 22ste dag van Desember 1993.

Van Zyl Le Roux & Hurter Ing., Tweede Verdieping, Kerkplein 38, Pretoria. (Tel. 21-9231.) (Verw. mnr. Laubscher 65261.)

Saak 5760/91

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Boland Bank Beperk,** Eiser, en **Marthinus Groenewald,** handeldrywende as **M. T. Metals,** Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 28 Oktober 1993, sal hierdie ondervermelde eiendom geregtelik verkoop word op 2 Februarie 1994 om 10:00, by die Landdroskantoor, Groblersdal, aan die persoon wat die hoogste bod maak naamlik:

Erf 627, Uitbreiding 9, groot 1 259 m^2, gehou kragtens Akte van Transport T17407/1992, onderhewig aan al sodanige voorwaardes as wat in gemelde Akte vermeld staan of na verwys word.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Banklaan 1, Groblersdal.

Geteken te Middelburg op hierdie 8ste dag van Desember 1993.

A. L. Terblanche, vir Terblanche & Du Preez, Voortrekkerstraat 18, Middelburg, 1050.

Case 9726/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No. 86/04794/06), Plaintiff, and **Andrie Joubert,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 September 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 11 February 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 794, Boksburg North (Extension) township, situated on 93 Charl Cilliers Street, Boksburg North Extension, in the Township of Boksburg North Extension, District of Boksburg North Exension, measuring 743 (seven hundred and forty-three) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance-hall, lounge, dining-room, kitchen, scullery, two bedrooms, bathroom, w.c., store-room, servant's quarter and a garage.

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

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

Dated at Boksburg on this the 22nd day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. A00020/Mrs Teixeira.)

Case 4163/92

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

In the matter between **First National Bank of Southern Africa Limited** (Reg. No. 05/01225/06), Plaintiff, and **Ahmed Ismail Munshi Ebrahim,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 December 1992 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 4 February 1994 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: Erf 1132, Leachville Extension 1, situated on 68 Etosha Avenue, in the Township of Leachville Extension 1, District of Brakpan, measuring 969 (nine hundred and sixty-nine) square metres.

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

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

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

Dated at Boksburg on this the 22nd day of December 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Teixeira/FB0653.)

Case 12613/93

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 23 November 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 4 February 1994 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Lot 18468, Tsakane Extension 8 Township, Registration Division IR, Transvaal, situated on 18468 Tsakane Extension 8, in the Township of Tsakane Extension 8, District of Brakpan, measuring 291 (two 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 (semi-face brick), tiled roof comprising lounge, kitchen, two bedrooms, bathroom and w.c.

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

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

Dated at Benoni on this the 22nd day of December 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N20014/Mrs Pierce.); c/o Hammond Pole & Dixon, 72 Elston Avenue, Benoni.

Case 11399/93

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 22 October 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 2 February 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 30259, Daveyton Township, Registration Division IR, Transvaal, situated on 30259 Kutumela Street, Daveyton, in the Township of Daveyton, District of Benoni, measuring 220 (two hundred and twenty) square metres.

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

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

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

Dated at Benoni on this the 22nd day of December 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 72 Elston Avenue, Benoni. (Tel. 52-8666.) (Ref. Mrs Pierce/N20004.)

Saak 15956/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Eiser, en **Stand 395 Observatory Ext CC,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 27 Januarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 395, Obervatory-uitbreiding-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as The Ridgeweg 9, Observatory-uitbreiding, grootte 3 826 (drie agt twee ses) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, studeerkamer, vier slaapkamers, naaldwerkkamer, aantrekkamer, kombuis, badkamer/stort, badkamer, aparte toilet, spens, opwasvertrek en waskamer.

Buitegeboue: Drie en 'n half motorhuise, twee bediendekamers, toilet/stort, stoorkamer, oumawoonstel met slaapkamer, kombuis en badkamer, swembad, patio, braai en beton muuromheinings.

Konstruktueer: Baksteen onder slate.

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

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

Gedateer te Johannesburg op hede die 23ste dag van Desember 1993.

J. J. Rossouw, vir Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8044.)

Saak 28396/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **Allied Building Society,** Eiser, en **The Secretary, Unit 16 Quartz Plaza BK,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 27 Januarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Gedeelte 16, Quartz Plaza, Standplaas 5186, soos meer volledig getoon en beskryf in Deelplan SS12/86, in die gebou bekend as Quartz Plaza en ook bekend as Woonstel 19, Quartz Plaza, Quartzstraat, hoek van Pleinstraat, Hillbrow, grootte 84 (agt vier) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, slaapkamer, kombuis en bad/toilet.

Buitegeboue: Geen.

Konstruktueer: Baksteen met sement.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word:

5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die dag van Desember 1993.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8047E.)

Saak 13141/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk** Allied Bank Divisie), Eiser, en **V. M. R. C. de Freitas,** Eerste Verweerder, en **G. J. L. C. de Freitas,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 27 Januarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 501, Bellevue-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Beckerstraat 89, Bellevue, grootte 495 (vier nege vyf) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer/toilet, toilet/stort en opwasvertrek.

Buitegeboue: Dubbelmotorhuis, bediendekamer, toilet, stoorkamer, swembad met pomp, patio, geplaveide opritte, muuromheinings en geëlektrifiseerde afdak.

Konstruktueer: Baksteen met teël.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word:

5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 23ste dag van Desember 1993.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, hoek van Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8075EE.)

Saak 14545/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **NBS Bank Beperk,** Eiser, en **Estel Marina de Villiers,** Eerste Verweerder, en **Ian Louis de Villiers,** Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof Randburg, gehou te Randburg, in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word deur die Balju, Landdroshof, voor die Landdroskantoor, Jan Smutslaan, Randburg, op 26 Januarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Landdroshof, voor die verkoping ter insae sal lê:

Sekere Erf 770, Ferndale-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Vinelaan 327, Ferndale, grootte 4 015 (vier nul een vyf) vierkante meter.

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

Hoofgebou: Ingangsportaal, sitkamer, eetkamer kombuis, vier slaapkamers en twee badkamers/stort/toilet.

Buitegeboue: Motorhuis, bediendekamer, stoorkamer en badkamer/toilet.

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:

4% (vier persent) op die opbrengs van die verkoping.

Gedateer te Randburg op hede die 23ste dag van Desember 1993.

Botha Moll & Vennote, Eerste Verdieping, Standard Generalgebou, Bordeauxlaan 112, Randburg. (Tel. 886-4814.) (Verw. Rossouw/cw/06/N116E.)

Case 1901/86

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited,** formerly Nedperm Bank Limited, Plaintiff, and **Andries Petrus Jacobs Saunders,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 7 April 1986, the undermentioned property will be sold in execution on 27 January 1994 at 10:00, at the offices of the Sheriff, Pretoria West, Room 609, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

Portion 1 of Lot 172, situated in the Township of Pretoria Gardens, Registration Division JR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by the Defendant under Deed of Transfer T7896/74, known as 636 Hanny Street, Pretoria Gardens, Pretoria.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed:

A house comprising three bedrooms, two bathrooms, lounge/dining-room, kitchen and garage.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this the 22nd day of December 1993.

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

Case 15015/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd,** Plaintiff, and **Samuel Mandavha Mokoena,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Middelburg, at the Magistrate's Court, Church Street, Hendrina, on 25 January 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Middelburg, at Auxilium Building, 4A Eksteen Street, Middelburg, Transvaal, and which will be read by him at the time of the sale, of the following property owned by the Defendant:

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

Erf 578, kwaZamokuhle Extension 1 Township, Registration Division IS, Transvaal.

Measuring: 420 (four hundred and twenty) square metres, held by the Defendant under Certificate of Registered Leasehold TL75504/1988.

This property is situated at Stand 578, kwaZamokuhle Extension 1 Township, Middelburg, Transvaal.

The property is improved as follows:

Single-storey dwelling-house. Entrance-hall, lounge, kichen, three bedrooms and bathroom/toilet.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: 10% (ten per cent) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within 30 (thirty) days from the date of sale.

Dated at Pretoria on this the 10th day of September 1993.

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

Saak 44494/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 7 September 1993, sal die onderstaande eiendom om 10:00 op 27 Januarie 1994 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 bieër, naamlik:

Die eiendom wat verkoop word bestaan uit: Gedeelte 5 van Erf 224 geleë in die dorpsgebied Daspoort, Registrasieafdeling JR, Transvaal, bekend as Christianstraat 655, Daspoort.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, toilet, badkamer, twee slaapkamers, stoorkamer, motorhuis, twee afdakke, bediendekamer en toilet, swembad.

Verbandhouer: Saambou, Andriesstraat 227, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 14de dag van Desember 1993.

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

Case 642/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THABAMOOPO HELD AT LEBOWAKGOMO

In the matter between **In Mora Factors (Pty) Ltd,** Plaintiff, and **Aaron Sekgokelo Matlole,** Defendant

In pursuance of a judgment by the above Honourable Court on 14 January 1992, and a warrant of execution against property, the property described as:

Ownership 727, Unit S, Lebowakgomo. *Measuring:* 450 square metres, will be sold in front of the Magistrate's offices at Thabamoopo, by the Sheriff on 28 January 1994 at 10:15, without reserve to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Dwelling.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser shall pay 10% (ten per cent) of the purchase price or R500 (five hundred rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold voetstoots and subject to:

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

2.2 The conditions of the title deed.

2.3 The conditions of sale, which may be inspected at the offices of the Sheriff who will read the conditions of sale immediately before the sale.

Dated at Pietersburg on this the 13th day of December 1993.

P. J. Luyt, for Meyer Pratt & Luyt, Attorneys for the Plaintiff, Legnum Park, 20 Market Street, Pietersburg. (Ref. P. Luyt/AP/PC4277.)

Saak 5233/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **H. S. Masuku,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 19 Oktober 1993 toegestaan is, op 21 Januarie 1994 om 10:00, te die Landdroskantoor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 3927, kwaGuqa-uitbreiding 7, Witbank, Registrasieafdeling JS, Transvaal. *Groot:* 260 vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport TL64119/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal, óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die 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 20ste dag van Desember 1993.

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

Case 27118/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Phidias Christodoulou,** First Defendant, and **Platon Christodoulou,** Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, NG Sinodale Centre, 234 Visagie Street, Pretoria, on 22 February 1994 at 10:00, or to the highest bidder:

Certain Erf 972, in the Township of Waverley, Registration Division JR, Transvaal, measuring 2 552 square metres, situated at 1437 Starkey Avenue, Waverley, 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: House: Entrance-hall, kitchen, lounge, study-room, dining-room, two w.c.'s, family room, scullery, three bedrooms, shower and two bathrooms.

Outbuildings: Double garage, three carports, servants' room, laundry and w.c.

Other improvements: Borehole, swimming-pool, paving, metal fence and gates.

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

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

Signed at Pretoria.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs. T. Kartoudes/EAB/N930.)

Case 12913/92

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

In the matter between **Germiston City Council,** Plaintiff, and **M. M. Shepstone,** First Defendant, and **Mrs. V. M. C. Shepstone,** Second Defendant

In pursuance of a judgment by the Magistrate's Court, Germiston, and writ of execution dated 22 September 1993, the property listed herein will be sold in execution on Monday, 17 January 1994 at 10:00, at the offices of the Sheriff, Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 96, Malvern-Oos Township, Registration Division IR, Transvaal, situated at 22 McAlpine Road, Malvern East, Germiston, measuring 806 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, two toilets, garage, fencing and tiled roof.

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

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

Date: 13 December 1993.

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

Saak 1539/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **Henry Richard Louw,** Eerste Verweerder, en **Anna Hendrieka Louw,** Tweede Verweerder

Kragtens vonnis 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, Lochstraat 51, Meyerton, op 20 Januarie 1994 om 10:00, aan die hoogste bieder verkoop:

Hoewe 259, Nelsonia-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,1686 hektaar.

Die eiendom word verkoop onderhewig aan die bepaling van die Wet op Groepsgebiede en Landdroshowe. Tien persent (10%) van die koopprys 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: Plot met woonhuis, vier slaapkamers, drie badkamers, drie motorhuise, afdak, asbesdak en draadomheining, geleë te Hoewe 259, Nelsonia.

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

Geteken te Meyerton op hierdie 9de dag van Desember 1993.

McLoughlin Porter, Lochstraat 15D, Meyerton. (Verw. A. Meintjes/E216.)

Case 05961/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Tshabalala, Mochina Silas,** Defendant

In the execution of a judgment of the Supreme Court (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 21 January 1994 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:

Holding 220, West Rand Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,7197 (two comma seven one nine seven) hectares, held by Deed of Transfer T68621/90, situated at Holding 220, West Rand Agricultural Holdings.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: House under iron roof consisting of kitchen, two bathrooms and eleven other rooms. Garage and store-room.

The property is zoned Residential.

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

Auctioneers 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 26th day of November 1993.

Karolia-Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.475.)

Saak 1914/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk,** Eiser, en **Ian Dreyer,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word te die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, op Donderdag, 27 Januarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof, Pretoria-Wes, voor die verkoping ter insae sal lê:

1. Erf 1496, geleë in die dorpsgebied Capital Park, Pretoria, Registrasieafdeling JR, Transvaal, en beter bekend as Behrensstraat 352, Capital Park, Pretoria, groot 1 174 vierkante meter, gehou kragtens Akte van Transport T7853/90.

Verbeterings: 'n Woonhuis bestaande uit drie slaapkamers, twee badkamers, eetkamer, sitkamer, eetkamer, kombuis, studeerkamer, gesinskamer, swembad, motorafdak, bediendekamer, motorhuis en baksteen omheining.

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

Geteken te Pretoria hierdie 28ste dag van Desember 1993.

Van der Merwe Du Toit & Fuchs, Prokureurs vir Eiser, Sanlamsentrum, 14de Verdieping, Andriesstraat 252, Pretoria. (Verw. mnr. V. d. Merwe/nvz/CB 0 0290.)

Saak 6037/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Werner Karl Laiacker,** Eksekusieskuldeiser, en **Peter Grossegger,** Eksekusieskuldenaar

Ter uitwinning van 'n vonnis in die Landdroshof vir die distrik Krugersdorp, en eksekusie lasbrief gedateer 29 Julie 1993, sal die hiernavermelde verbeterde eiendom op 28 Januarie 1994 om 09:00, te die Landdroshof, Brits, aan die hoogste bieder geregtelik verkoop word:

Gedeelte 20 ('n gedeelte van Gedeelte 37), van die plaas Kalkheuwel 493, Registrasieafdeling JQ, Transvaal, groot 8,5654 (agt komma vyf ses vyf drie) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T66253/1989.

Die volgende inligting word verskaf aangaande die verbeterings, alhoewel geen waarborg daaromtrent gegee kan word nie: Klipgebou met platdak bestaande uit twee slaapkamers, sit/eetkamer, kombuis, badkamer en stoep.

Verkoopvoorwaardes:

1. Die eiendom sal vir kontant aan die hoogste bieder sonder reserweprys verkoop word, die verkoping sal onderworpe wees aan die bepaling en regulasies van die Landdroshofwet en titelakte van die eiendom waar van toepassing.

2. Die koopprys sal soos volg betaalbaar wees:

(a) Tien persent (10%) daarvan in kontant op die dag van die verkoping betaalbaar aan die Balju.

(b) Die balans moet gewaarborg word teen registrasie van transport, by wyse van 'n goedgekeurde bank en/of bouvereni-gingwaarborg ten gunste van die vonnisskuldeiser en/of die se genomineerde en sodanige waarborg moet aan die Balju oorhandig word binne 21 (een-en-twintig) dae na die verkoopdatum, welke waarborg betaalbaar moet wees op datum van registrasie van transport van die eiendom in die naam van die koper vry van bankkommissie te Brits.

3. Die volledige verkoopvoorwaardes sal deur die Balju onmiddellik voor die verkoping uitgelees word, en lê ter insae by sy kantore, te Brits.

Geteken te Krugersdorp op hierdie 20ste dag van Desember 1993.

J. B. Hugo & Cronje, Tweede Verdieping, Alliedgebou, Markstraat, Posbus 115, Krugersdorp. (Tel. 660-7361.) (Verw. mnr. Louw/ab 10542/51818.)

Case 27222/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank of SA Limited,** Plaintiff, and **D. Naran,** trading as B. Bhoola & Sons, 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 Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 26 January 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Klaburn Court, 22B Ockerse Street, Krugersdorp, being:

Erf 26, Azaadville Township, Registration Division IQ, Transvaal, measuring 377 (three seven seven) square metres, held by Deed of Transfer T13793/1979.

The following information is furnished *re* the improvements, although nothing is guaranteed in this respect: Lounge, family room, one and a half bathroom, three bedrooms, passage and kitchen.

Terms:

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

2. Auctioneer's charges, payable on the day of sale, to be calculated as follow: 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 Krugersdorp this 23rd day of December 1993.

J. B. Hugo & Cronje, Second Floor, Allied House, corner of Human and Market Streets, Krugersdorp. [Tel. (011) 660-7361.] (Ref. Mr Louw/ab 10540/51816.)

Saak 18307/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Johannes Petrus Strydom,** Eksekusieskuldeiser, en **J. P. Swart,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 8 April 1993, sal die onderstaande eiendom op 27 Januarie 1994 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 bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Eenheid 9 van Skema 216, geleë in die dorpsgebied Wescompark, Registrasieafdeling JR, Transvaal, bekend as Wescompark 301, Ketjenstraat, Pretoria-Wes.

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

Verbandhouer(s): ABSA Bank Bpk., hoek van Schubart- en Visagiestraat, 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 24ste dag van Desember 1993.

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

Saak 1422/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton,** Eiser, en **G. M. van Niekerk,** Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie, gedateer 29 November 1993, sal die ondervermelde eiendom op 27 Januarie 1994 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 van Vereeniging, is soos volg:

Sekere Gedeelte 11, Erf 91, Meyerton Farms, Lynxstraat 42, Meyerton Farms, Registrasieafdeling IR, Transvaal, groot 1 143 (een een vier drie) 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 51, 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: Drie slaapkamers, kombuis, badkamer, sitkamer/oop stoep, motorhuis en stoorkamer en buite-toilet.

Aldus gedoen en geteken te Meyerton op hede die 29ste dag van November 1993.

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

Saak 55/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE HENDRINA

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **V. S.,** en **N. S. Nhlengethwa,** Verweerders

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie, gedateer 16 Junie 1993, word die hiernavermelde eiendom op Dinsdag, 25 Januarie 1994 om 10:00, voor die Landdroskantoor, Hendrina, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik die reg van Huurpag ten opsigte van:

Erf 918, in die dorp kwaZamokuhle-uitbreiding 1, Registrasieafdeling IS, Transvaal, groot 432 (vier drie twee) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL80813/90.

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

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju, Hendrina, uitgelees sal word, lê in sy kantoor ter 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 aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju lewer binne 60 (sestig) dae na datum van verkoping.

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

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

Geteken te Ermelo hierdie 23ste dag van Desember 1993.

Bekker Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. Van der Wath/dc/SJN044.)

Saak 4661/89

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Nasionale Bouvereniging Beperk,** Eksekusieskuldeiser, en **Cecil Frederick Eaby,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 19 September 1989, en 'n lasbrief vir eksekusie, gedateer 22 November 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, 11 Februarie 1994 om 11:00:

Erf 816, Dalview-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 967 (negehonderd sewe-en-sestig) vierkante meter, geleë te Athlonelaan 55, Dalview, Brakpan.

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

Vernaamste voorwaardes van verkoping:

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

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

3. Koopprys is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 23ste dag van Desember 1993.

J. W. A. van Wyk, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 422-2435.)

Saak 277/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **Robert William Wouters,** Eerste Verweerder, en **Maria Chatharina Wouters,** Tweede Verweerder

Kragtens vonnis van die bogemelde Landdroshof, gedateer 14 Mei 1993, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 21 Januarie 1994 om 10:00, aan die hoogste bieder verkoop:

Hoewe 68, Ironsyde, Vereeniging.

Tien persent (10%) van die koopprys is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju Landdroshof, Vereeniging, 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: 'n Drieslaapkamer sinkdakwoning met dubbelmotorhuis en draadomheining, geleë te Cableweg 68, Ironsyde, Vereeniging.

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

Geteken te Meyerton op hierdie 22ste dag van Desember 1993.

McLoughlin Porter, Lochstraat 15D, Meyerton. (Verw. A. Meintjes/YFl.)

Saak 22952/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk,** Eiser, en **Hendrik Johanes Botes,** Eerste Verweerder, en **Hennie Botes Boerderye BK,** Tweede Verweerder

Ingevolge 'n verstekvonnis wat op 2 Maart 1993 toegestaan is ten gunste van die Eiser teen die Tweede Verweerder, gesamentlik en afsonderlik met die vonnis wat reeds teen die Eerste Verweerder toegestaan is op 15 Desember 1992, en 'n lasbrief tot beslaglegging, gedateer 16 Julie 1993, sal die ondergemelde eiendom op Vrydag, 21 Januarie 1994 om 11:00, in eksekusie verkoop word te die Balju se kantoor, Wonderboom, te Gedeelte 83, De Onderstepoort, ou Warmbad pad, Bon Accord, Pretoria (net noord van Sasko Meule):

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

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

Oop stuk grond met staalstoor daarop.

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

Gedateer te Pretoria hierdie 13de dag van Desember 1993.

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

Case 20983/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the mater between **The Standard Bank of South Africa Limited,** Plaintiff, and **Waterberg Inry Teater BK,** First Defendant, and **Ockert Jonathan Smit,** Second Defendant, and **J O Moutvervaardigers (Edms.) Bpk.,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 28 January 1994 at 10:00, in front of the Magistrate's Office, Van Emmenis Street, Nylstroom:

Remaining extent of Erf 693, situate in the Town Nylstroom Extension 5, Registration Division KR, Transvaal, measuring 4 452 square metres, held by the Third Defendant under Deed of Transfer T52589/84, situate in Sentraal Street, Nylstroom.

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

Drying room and hot-house used for the manufacturing of malt. Offices, large shed and ablution block. Borehole fitted with submersible pump.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guaratee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Nylstroom.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R348432/as.)

Case 8368/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Die Standard Bank van Suid-Afrika Beperk,** Plaintiff, and **L. Venter Beleggings Eiendoms Beperk,** First Defendant, and **Loufrie Beleggings BK,** Second Defendant, and **Louis Tjaart Petrus Venter,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 26 January 1994 at 10:00, at Erf 1246, White River Extension 8, Registration Division JR, Transvaal (15 Aluminium Street, White River):

Erf 1246, in the Town White River Extension 8, Registration Division JU, Transvaal, measuring 3 027 square metres, held by the First Defendant under Deed of Transfer T6178/1985, situate at 15 Aluminium Street, White River.

The following information is furnished, though in this respect nothing is guaranteed: Vacant Erf.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, White River.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel 325-1501.) (Ref. R358281/as.)

Case 14701/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Limited,** Plaintiff, and **Jacobus Andries Joubert,** First Defendant, and **Johanna Dorothia Maria Joubert,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 21 January 1994 at 11:00, at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord:

Erf 1453, situate in the Township Pretoria North, Registration Division JR, Transvaal, measuring 2 552 square metres, held by the First and Second Defendants under Deed of Transfer T33281/78, situate at 398 Berg Avenue, Pretoria North.

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

Dwelling-house consisting of three bedrooms, two bathrooms and toilets, lounge, dining-room, study/kitchen. Outbuildings consisting of garage, servants quarters, toilet and large store.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Wonderboom.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R375422/as.)

Case 33913/92
PH 158

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Lisabond (Pty) Ltd,** Plaintiff, and **Gouveison (Leondale) (Pty) Limited,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without a reserve price will be held by the auctioneer/Sheriff of Alberton, at the premises situated at corner of Bevan and Nederveen Roads, Roodekop, Alberton, on Monday, 24 January 1994 at 10:00, of the undermentioned property on the conditions to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Sheriff, Alberton, Johria Court, 4 Du Plessis Street, Alberton, prior to the sale:

Erf 1437, Roodekop Township, Registration Division IR, Transvaal, measuring 1 090 (one thousand and ninety) square metres, held by Deed of Transfer T19218/74, situated at corner of Bevan and Nederveen Roads (opposite Johannesburg Timber & Box), Roodekop, Alberton.

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

Comprising unfinished main building comprising four shops facing north, two outside rooms and two toilets.

Description: Face brick building, IBR sheeting on roof, no doors or windows or fixtures.

Conduiting, but no cables.

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

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

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

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

A. Berlowitz, for Wertheimer, Avery & Associates, Plaintiff's Attorneys, First Floor, UHDE House, 5 St Davids Place, Parktown, Johannesburg; P.O. Box 3130, Johannesburg, 2000. (Tel. 484-7745/9.) (Ref. Mr Berlowitz/DMCK/788.)

Case 20492/92

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

In the matter between **Sharon Cilliers,** First Plaintiff, and **Kenneth Akehurst,** Second Plaintiff, and **Jennifer Mathews,** Defendant

Kindly take notice that pursuant to a judgement of the above Honourable Court granted on 20 April 1993 and subsequent warrant of execution, the following property will be sold in execution on 26 January 1994 at 10:00, at the Randburg Magistrate's Court, corner of Selkirk and Jan Smuts Avenues, Blairgowrie, namely:

Erf 774, Randpark Ridge Extension 14 Township, Registration Division IQ, Transvaal, measuring 1 491 (one thousand four hundred and ninety-one) square metres, held by Deed of Transfer T18073/85, situated in the Township of Randpark Ridge Extension 14.

Also known as 8 Soetdoring Street, Randpark Ridge Extension 14, Randburg.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Randburg, 9 Elnarandhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, and contain *inter alia* the following provisions:

1. 10% (ten per cent) of purchase price on date of sale;

2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale;

3. Possession subject to any Lease Agreement;

4. Reserve price to be read out at sale.

Dated at Wynberg on this the 20th day of December 1993.

Sher & Ovsiowitz, Second Floor, Fortuna Building, 725 Fourth Street, Wynberg, Sandton; P.O. Box 392020, Bramley. (Docex. 419, Johannesburg.) (Tel. 786-2110.) (Ref. E. Scholtz/cp/2341.)

Case 9286/93
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Haemful (Pty) Limited,** Plaintiff, and **Factory Modules SA (Pty) Limited,** First Defendant, **Factory Modules CC,** Second Defendant, **A. J. van der Westhuizen,** Third Defendant, **J. P. Vorster,** Fourth Defendant, and **D. J. Coetsee,** Fifth Defendant

A sale without reserve will be held at the Sheriff's Office, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 2 February 1994 at 10:00, of the undermentiond property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

1. Portion 107 (a portion of Portion 14) of the farm Rooikop 140, Registration Division IR, Transvaal, measuring 5 842 (five thousand eight hundred and forty-two) square metres, situated at end of Bevans Road, Roodekop, adjoining Log Road.

Vacant land.

2. Portion 108 (a portion of Portion 39) of the farm Rooikop 140, Registration Division IR, Transvaal, measuring 1,0610 (one comma nought six one nought) hectares, situated at end of Bevans Road, Roodekop, adjoining Log Road.

Vacant land.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 28th day of December 1993.

Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/pvb.)

Case 7806/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff/Execution Creditor, and **Peter Chatfield Miller,** Defendant/Execution Debtor

In pursuance of a judgment dated 14 September 1993 in the above Honourable Court and a warrant of execution, the following property will be sold in execution at the sale rooms of the Sheriff for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on 28 January 1994 at 10:00, to the highest bidder, viz:

Erf 404, Constantia Kloof Extension 3 Township, Registration Division IQ, Transvaal, in extent 1 591 (one thousand five hundred and ninety-one) square metres, held by Deed of Transfer T23776/87.

The following information is furnished although no guarantee in regard thereto can be given:

Lounge, family room, dining-room, study, two and a half bathrooms, four bedrooms, passage, kitchen, scullery, double garage, concrete and wire fencing, tiled roof, steel framed windows, brick and plastered walls and swimming-pool.

Terms: A cash deposit of 10% (ten per centum) of the purchase price at the time of the sale unless otherwise agreed to by the Execution Creditor and the Sheriff and the balance plus interest against registration of transfer to be secured by a bank or building society guarantee in favour of the Sheriff in a form acceptable to the Execution Creditor's conveyancer to be furnished to the Execution Creditor's conveyancer within 30 (thirty) days of the date of sale.

The conditions of sale may be inspected during office hours at the sale rooms of the Sheriff for Roodepoort at 182 Progress Avenue, Technikon, Roodepoort.

Dated at Florida this 23rd day of December 1993.

Richard F. Reed, 1 Penelope Avenue, corner of Gordon Road, Florida North; P.O. Box 146, Florida Hills, 1716. (Tel. 472-3560/1/2/3.)

Case 7367/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff/Execution Creditor, and **Rodney Hugh Scott,** Defendant/Execution Debtor

In pursuance of a judgment dated 9 August 1993 in the above Honourable Court and a warrant of execution, the following property will be sold in execution at the sale rooms of the Sheriff for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on 28 January 1994 at 10:00, to the highest bidder, viz:

Erf 306, Strubensvallei Extension 1 Township, Registration Division IQ, Transvaal, in extent 1 130 (one thousand one hundred and thirty) square metres, held by Deed of Transfer T31683/88.

The following information is furnished although no guarantee in regard thereto can be given:

Lounge, family room, dining-room, study, bathroom, three bedrooms, passage, kitchen, servants' quarters, lapa, two showers, brick and cement boundary walling, thatched roof, wooden framed windows and plastered walls.

Terms: A cash deposit of 10% (ten per centum) of the purchase price at the time of the sale unless otherwise agreed to by the Execution Creditor and the Sheriff and the balance plus interest against registration of transfer to be secured by a bank or building society guarantee in favour of the Sheriff in a form acceptable to the Execution Creditor's conveyancer to be furnished to the Execution Creditor's conveyancer within 30 (thirty) days of the date of sale.

The conditions of sale may be inspected during office hours at the sale rooms of the Sheriff for Roodepoort at 182 Progress Avenue, Technikon, Roodepoort.

Dated at Florida this 23rd day of December 1993.

Richard F. Reed, 1 Penelope Avenue, corner of Gordon Road, Florida North; P.O. Box 146, Florida Hills, 1716. (Tel. 472-3560/1/2/3.)

Case 15499/93
PH 456

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Alert Paging (Pty) Ltd,** First Defendant, and **Levitan, Ronald,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the First Defendant on the conditions to be read out by the auctioneer at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Remaining extent of Lot 1218, in the Township of Berea, measuring 292 (two hundred and ninety-two) square metres, held under Deed of Transfer T15694/85; and

Lot 1219 in the Township of Berea, measuring 347 (three hundred and forty-seven) square metres, held under Deed of Transfer T15694/85.

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

Auctioneer's charges, payable on the date 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), 3% (three per cent) up to a maximum of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 15th day of December 1993.

Kassel Sklaar Cohen & Co., Plaintiff's Attorneys, 58 Oxford Road, Rosebank, Johannesburg. (Tel. 646-2115.) (Ref. Mr Kassel/F5299.)

Case 27682/93
PH 507

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Ltd,** Plaintiff, and **Watson, Sandra Euphemia,** First Defendant, **Watson, Lindsay Sandra,** Second Defendant, and **Watson, Kirsty Ann,** Third Defendant

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned matter, a sale will be held on 27 January 1994 at 10:00, at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg:

Certain Erf 401, Berario Township, Registration Division IQ, Transvaal, measuring 1 065 (one thousand and sixty-five) square metres and held under Deed of Transfer T18599/93.

Measuring 1 065 (one thousand and sixty-five) square metres.

Situated at 149 Arkansas Avenue, Berario, Johannesburg.

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

The sale will be held on the conditions to be read out by the auctioneer at the sale and these conditions may be examined at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg, or at the offices of the Plaintiff's/Execution Creditor's attorneys, Blakes Inc., Seventh Floor, Santambank Building, 81 Rissik Street, Johannesburg.

Signed at Randburg on this the 14th day of December 1993.

J. S. de Vos, for Blakes Inc., Attorney for Plaintiff/Execution Creditor, Seventh Floor, Santambank Building, 81 Rissik Street, Johannesburg. (Ref. J. S. de Vos/CB.)

Case 77/93

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

In the matter between **The Town Council of Springs,** Plaintiff, and **C. G. Stoffels,** 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, 21 January 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 123, New State Areas Township, Registration Division IR, Transvaal, measuring 1 024 (one thousand and twenty-four) square metres, also known as 14 Marie Street, corner of Beverley Street, New State Areas, Springs.

Description of property: Vacant stand.

Conditions: The sale will be subject to payment of the full purchase price in cash on the date of sale or a bank or building society guaranteed cheque to be furnished on the date of the sale.

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

Dated at Springs on this the 23rd day of December 1993.

H. F. Delport, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs. (Docex 6.) (Tel. 812-1050.) (Ref. SH/S75791.)

Case 7412/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Deon de Beer,** Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 28 January 1994 at 11:00, of:

Erf 1091, situated in the Township of Theresapark Extension 2, Registration Division JR, Transvaal, measuring 846 square metres, known as corner of 52 Vaalribbok and 31 Tsessebe Streets, Theresapark Extension 2.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom, toilet, double garage, staff room and toilet.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770) (Ref. N1/A-387578/JAA/J. S. Herbst.)

Case 7435/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Maria Magdalena Isabella Isabetta Lombard,** Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 28 January 1994 at 11:00, of:

Erf 466, situated in the Township of Doornpoort, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 769 Suikerbos Street, Doornpoort.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, family room, three bedrooms, bathroom, double garage, store, w.c. and granny flat with kitchen, livingroom, bathroom, toilet and shower.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770) (Ref. N1/A-387563/JAA/J. S. Herbst.)

Case 16661/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Badanile Christina Mahlangu,** Defendant

A sale in execution will be held on Friday, 28 January 1994 at 11:00, by the Sheriff for Wonderboom/Soshanguve, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

Erf 603, Block GG, situated in the Soshanguve Township, Registration Division JR, Transvaal, in extent 300 square metres, known as 603 Block GG, Soshanguve.

Particulars are not guaranteed.

Dwelling with lounge, kitchen and two bedrooms.

Inspect conditions at Sheriff Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770) (Ref. N1/A-379749/JAA/J. S. Herbst.)

Case 7775/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Christoffel Jacobus van der Merwe,** Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 28 January 1994 at 11:00, of:

Erf 126, situated in the Township of Theresapark Extension 1, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 8 Eland Street, Theresapark Extension 1.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms and two carports.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770) (Ref. N1/A-387591/JAA/J. S. Herbst.)

Case 6906/93

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Stephen John Wagner,** First Defendant, and **Dorothea Maria Hendrina Wagner,** Second Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on, Friday, 28 January 1994 at 11:00:

Erf 505, Situated in the Township of Florauna Extension 3, Registration Division JR, Transvaal, measuring 903 (nine hundred and three) square metres, known as 162 Sandappel Avenue, Florauna. Particulars are not guaranteed.

Dwelling: Lounge, dining-room, television room, kitchen, three bedrooms and bathroom, double garage, staff room and toilet, swimming-pool and borehole.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. Tel. 28-6770.) (Ref. N1/B-379795/JAA/M. Oliphant.)

Case 744/92

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Olga Aletta Nieman,** Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 28 January 1994 at 11:00:

Erf 640, situated in the Township of Magalieskruin Extension 12, Registration Division JR, Transvaal, measuring 1 316 (one thousand three hundred and sixteen) square metres, known as 221 Marsula Street, Magalieskruin Extension 12.

Particulars are not guaranteed.

Vacant land with partly built dwelling.

Inspect conditions of Sheriff, Wonderboom, Portion 83, De Onderstepoort (just norht of Sasko Mills,), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/B-363091 (341709(/JAA/M. Oliphant.)

Case 5714/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Mathews: Joanne,** First Defendant, and **Leandro: Luis Filipe Marreiros,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 502, Dowerglen Extension 2 Township, Registration Division IR, Transvaal. *Situation:* 84 Fairway Avenue, Dowerglen, Edenvale, area 1 028 (one thousand and twenty-eight) square metres. *Improvements* (not guaranteed): Three bedrooms, two bathrooms with guest cloak room, kitchen, lounge/entrance-hall, dining-room, family-room, study, double garage, swimming-pool, under tiled roof, staff quarters, concrete driveway, enclosed with brich walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 29th day of December 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR121E/mgh/tf.)

Case 24039/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Van Wyk: Jonah Sam,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johanesburg, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendant of conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 6534, Eldorado Park Extension 6 Township, Registration Division IQ, Transvaal. *Situation:* 54 (also known as 6534), Daniel Myburgh Street, Eldorado Park Extension 6, area 525 (five hundred and twenty-five) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage and store-room.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per centum) of the purchase price or (ii) 10% (ten per centum) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater; the balance and interest on the full purchase price at current bond rates payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NQ73E/mgh/tf.)

Case 18204/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nieuwoudt: Ernst Hendrik,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: Erf 709, Croydon Extension 1 Township, Registration Division IR, Transvaal, situation, 12 Antimoon Avenue, Croydon Extension 1, Kempton Park, area 997 (nine hundred and ninety-seven) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages/store-rooms, under iron and claytiled roof, staff quarters with outside ablutions, paved driveway and enclosed with precast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 27th day of December 1993.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. NO10/mgh/tf.)

Case 31075/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Allen: Hendrik Frans,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: Portion 7, Erf 716, Elandspark Township, Registration Division IR, Transvaal, situation, 22 Bulpin Street, Elandspark, area, 667 (six hundred and sixty-seven) square metres.

Improvements (not guaranteed): Three bedrooms, one and a half bathrooms, kitchen, lounge, dining-room, two carports, swimming-pool, under tiled roof, concrete driveway and enclosed with precast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 27th day of December 1993.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. NV135E/mgh/tf.)

Case 31070/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Zungu: Sabela Ernest,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: All the right, title and interest in the leasehold in respect of Erf 1526, Mofolo Central Township, Registration Division IQ, Transvaal, situation, Erf 1526, Mofolo Central, kwaXuma, area, 223 (two hundred and twenty-three) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, under asbestos roof, enclosed with wire and fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. OZ97E/mgh/tf.)

Case 34215/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Chauke: Benjamin,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Lot 342, Chiawelo Township, Registration Division IQ, Transvaal, situation, Lot 342, Chiawelo, area, 261 (two hundred and sixty-one) square metres.

Improvements (not guaranteed): Two bedrooms, dining-room, kitchen, two garages, under iron roof and enclosed with precast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price *or* (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 27th day of December 1993.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. NI21E/mgh/tf.)

Case 10063/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Dladla: Mzimkulu Oswald Jacob,** 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 28 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 11519, Dobsonville Extension 4 Township, Registration Division IQ, Transvaal, situation, Erf 11519, Dobsonville Extension 4, area, 152 (one hundred and fifty-two) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, dining-room, kitchen and under asbestos roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 27th day of December 1993.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NI33E/mgh/tf.)

Case 23211/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Maia: Alberto Moreira,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: Erf 464, Troyeville Township, Registration Division IR, Transvaal, situation, 20 Appolonia Street, Troyeville, Johannesburg, area, 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, dining-room, lounge, carport, staff quarters, concrete driveway, enclosed with precast walls and under iron roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 27th day of December 1993.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR338E/mgh/tf.)

Case 31071/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Nhlapo: Thembekile Gertrude,** First Defendant, and **Nhlapo: Zakheni Ethel,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Lot 2422, Phiri Township, Registration Division IQ, Transvaal, situation, 961B Phiri, area, 232 (two hundred and thirty-two) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, two garages/storerooms and under iron and asbestos roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO168E/mgh/tf.)

Case 31710/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mahlake: Bantoile Ellen,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 27 January 1994 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 offices of the Sheriff, prior to the sale:

Certain: Erf 359, Orlando West Extension Township, Registration Division IQ, Transvaal, situation, 359B Orlando West Extension, area, 179 (one hundred and seventy-nine) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, under asbestos roof, enclosed with precast walls and wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand), and a minimum of R100 (one hundred rand).

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

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO169E/mgh/tf.)

Case 25079/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Msomi: Pelezela Henry,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 27 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Lot 503, Zondi Township, Registration Division IQ, Transvaal, situation, 503 Sitha Street, Zondi, area, 259 (two hundred and fifty-nine) square metres.

Improvements (not guaranteed): Two bedrooms, lounge, kitchen, three garages, under iron roof, enclosed with wire and fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 27th day of December 1993.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. NO74E/mgh/tf.)

Case 30726/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Holters: Ashley Nathan,** First Defendant, and **Khaler: Fadia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 28 January 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: Erf 305, Fleurhof Township, Registration Division IQ, Transvaal, situation, 17 Tonnel Avenue, Fleurhof, area, 794 (seven hundred and ninety-four) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage/store-room, under tiled roof, outside ablutions, paved driveway and enclosed with precast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 23rd day of December 1993.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. NV128E/mgh.)

Case 29766/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mosadi: Kobotshweu William,** 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 28 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 1495, Dobsonville Township, Registration Division IQ, Transvaal, situation, 1495 Molefi Street, Dobsonville, area, 412 (four hundred and twelve) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, under iron roof and enclosed with wire fence.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on this the 21st day of December 1993.

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 12th Floor, Medical Centre, Johannesburg. (Tel. 337-3142.) (Ref. NO167E/mgh/tf.)

Case 5246/93

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

In the matter between **First National Bank of Southern Africa Limited** (Reg. No. 05/01225/06), Plaintiff, and **Patrick George McCormack,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 26 June 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 19 January 1994 at 10:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 586, Crystal Park, situated on 21 Eloff Street, in the Township of Crystal Park, District of Benoni, measuring 951 (nine hundred and fifty-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 lounge, dining-room, kitchen, three bedrooms, two garages and w.c.

The conditions of sale:

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

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

Dated at Benoni on this the 28th day of December 1993.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 52-8666.) (Ref. Mrs Teixeira/FB0946.)

Saak 19958/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Eerste Nasionale Bank Beperk,** Eiser, en **M. J. Marakalala,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserwe prys gehou word te die kantore van die Balju vir die Hooggeregshof, Progressweg 182, Roodepoort, Technikon, Roodepoort, op 28 Januarie 1994 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju vir die Hooggeregshof, Progressweg 182, Roodepoort, voor die verkoping ter insae sal lê:

Erf 764, Dobsonville Gardens-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 577 (vyfhonderd sewe-en-sewentig) vierkante meter, gehou kragtens Akte van Transport TL45851/1992, ook bekend as Cosmostraat 764, Dobsonville Gardens.

Die volgende inligting word verstrek ten aansien van verbeterings alhoewel niks in hierdie verband gewaarborg word nie: Enkelverdiepinghuis met teëldak, pleistermure, staalvensters en bestaan uit eetkamer, twee slaapkamers, badkamer, kombuis, geen omheining en 'n redelike tuin.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping. Ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskaps- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Vendu koste betaalbaar op die dag van die 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 R50 (vyftig rand).

Datum: 15 Desember 1993.

Roode Van der Merwe Du Toit Ing., Eiser se Prokureurs, Posbus 1709, Johannesburg, 2000. (Tel: 29-0923/7.) (Verw. mev. A. J. Nel/cvdm.)

Case 12033/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Thandokuhle Petro Mlangeni,** First Defendant, and **Zandile Florence Mazibuko,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 16 November 1993, the property listed hereunder will be sold in execution on Wednesday, 2 February 1994 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 377, Etwatwa Township, Registration Division IR, Transvaal, measuring 271 (two hundred and seventy-one) square metres, known as Erf 377, Etwatwa Township, 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:* Brick under iron detached single storey residence comprising three bedrooms, bathroom, kitchen and lounge. *Outbuildings:* Garage. *Fencing:* Wire. Fairly kept plastered house with pitched iron roof.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, together with interest at 16% (sixteen 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 writen notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit reffered 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 21st day of December 1993.

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

Saak 14872/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Boland Bank Beperk,** Eiser, en **Gunali (Edms.) Beperk,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping gehou word voor die Landdroskantoor, Krugerstraat, Bronkhorstspruit, op Vrydag, 28 Januarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die veilingafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof Bronkhorstspruit, voor die verkoping ter insae sal lê:

1. Resterende Gedeelte van Gedeelte 7 ('n gedeelte van Gedeelte 3) van die plaas Schietpoort 507, Registrasieafdeling JR, Transvaal, groot 20,7819 vierkante meter, gehou kragtens Akte van Transport T62016/91.

Verbeterings: 'n Woonhuis van 234 vierkante meter bestaande uit vyf slaapkamers, twee toegeruste boorgate, twee watertanks op staanders, tien kampe en 13 m sementdam, toegeboude onderdakhokke vir 20 teel sôe ongeveer 110 vierkante meter, toegeboude onderdakhokke vir speenvarkies ongeveer 220 vierkante meter, twee onderdakvoerhokke vir varke ongeveer 180 en 56 vierkante meter onderskeidelik en sinkstoor van 120 vierkante meter.

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

Geteken te Pretoria hierdie 29ste dag van Desember 1993.

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, Sanlamsentrum, 14de Verdieping, Andriesstraat 252, Pretoria. (Verw. mnr. v/d Merwe/nvz/EB 3 0148.)

Case 85952/92
PH 3

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

In the matter between **The Body Corporate of Noverna Court,** Plaintiff, and **M. D. Rangoato,** First Defendant, and **Mrs M. M. Rangoato,** Second Defendant

Pursuant to a judgment debt of the Magistrate's Court for the District of Johannesburg in the above-mentioned suit, a sale of the undermentioned property will be held without reserve in front of the Court-house, Johannesburg, on 14 January 1994 at 10:00, the conditions to be read out by the Sheriff of the Court, prior to the sale:

The property to be sold is certain Section 94, Noverna Court, situated at Johannesburg Township, Johannesburg Local Authority, measuring 86 (eighty-six) square metres, situated at 705 Noverna Court, Paul Nel and Claim Streets, Johannesburg, held by Certificate of Registered Sectional Title ST45145/1991.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A dwelling-house with the usual outbuildings.

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

Sheriff's charges calculated at 4% (four per centum) of the selling price of the property to be paid in cash on the date of the sale.

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

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, P.O. Box 720, Johannesburg. (Tel. 29-2681.) (Ref. Mrs Mengel/L00249.)

Case 15248/92

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 **Mauritz Hermanus Otto Oberholzer,** First Defendant, and **Martha Magdalena Oberholzer,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain unit comprising section 4 and its undivided share in the common property in the Amfa Section Title Scheme, area 177 square metres, situation Flat 11C, Amfa, Jackson Road, West Turffontein, Johannesburg.

Improvements (not guaranteed): A flat comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room and a garage.

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

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

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-057.)

Case 17012/93

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 **Roelof Erasmus van der Merwe,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 866, Brixton Township, Registration Division IR, Transvaal, area 872 square metres, situation 25/27 Fulham Road, Brixton, Johannesburg.

Improvements (not guaranteed): A proposed sectional title development consisting of nine units, each unit consisting of two bedrooms, bathroom, kitchen, lounge and dining-room (all units not fully completed, sectional title register not yet open).

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

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

M. M. Kapelus, for E. F. K. Tucker, Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-281.)

Case 18774/92

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 **Raymond Buys,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 765, South Hills Extension 1 Township, Registration Division IR, Transvaal, area 496 square metres, situation 20 Harrismith Street, South Hills, Johannesburg.

Improvements (not guaranteed): A house under iron roof comprising three bedrooms, bathroom, kitchen and lounge with precast walls around the property.

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

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

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-070.)

Case 13854/91

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 **Stewart Patrick Prendergast,** 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 25 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 787, Randparkrif Extension 14 Township, Registration Division IQ, Transvaal, area 1 262 square metres, situation 5 Yellowwood Street, Randpark Ridge, Randburg.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, bathroom, kitchen, lounge, dining-room, family room, garage, swimming-pool, servants' quarters with precast walls around the property.

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

Dated at Johannesburg on the 15th day of December 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 7154-050.)

Case 4478/93

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 **Charles Ben Bouwer,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution, dated 29 October 1993, the following property will be sold in execution on 26 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:

Erf 124, Rant-en-Dal Township, Registration Division IQ, Transvaal, in extent 810 (eight hundred and ten) square metres, held by the Defendant under Deed of Transfer T43666/1992, known as 10 Gemsbok Street, Rant en Dal, Krugersdorp.

Upon which is erected a detached single storied dwelling under tiled roof consisting of three bedrooms, two bathrooms, kitchen, family room, dining-room and lounge. The outbuildings comprise a double garage and servants' quarters. No guarantee is however given in respect of the foregoing description.

Terms: R15 900 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 offices of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the office 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.

Case 3875/93

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 **Kevin Angus Pal,** First Defendant, and **Lynette Elizabeth Paul,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution, dated 15 July 1993, the following property will be sold in execution on 26 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:

Holding 56, Lammermoor Agricultural Holdings, Registration Division JQ, Transvaal, in extent 3,5713 (three comma five seven one three) hectares, held by the Defendants under Deed of Transfer T34204/1991, known as Holding 56, Lammermoor Agricultural Holdings, Mountain Drive, Krugersdorp.

Vacant land.

No guarantee is however given in respect of the foregoing description.

Terms: R6 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society'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.

Case 5278/93

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

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Anthony Sean Ferries-Scott,** First Defendant, and **Penny-Lee Ferries-Scott,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 8 October 1993, the following property will be sold in execution on Wednesday, 26 January 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, namely:

Erf 1258, West Krugersdorp Township, Registration Division IQ, Transvaal, in extent 565 (five hundred and sixty-five) square metres, held by Deed of Transfer T54785/1991, known as 71 Van Wyk Street, West Krugersdorp, upon which is erected a private dwelling constructed of brick and plaster with a corrugated iron roof comprising kitchen, lounge, dining-room, three bedrooms, bathroom and toilet. The outbuildings consist of a garage, two servants' quarters, toilet, laundry and store-room.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 cash or a bank-guaranteed cheque in favour of the Sheriff, 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 undermentioned office of the Plaintiff's attorneys.

The Plaintiff is willing 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.

Case 30875/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Manana Investments CC,** Defendant

In the execution of a judgment of the Supreme Court (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 21 January 1994 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:

Holding 611, West Rand Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,3170 (two comma three one seven nought) hectares, held by Deed of Transfer T83553/89, situated at Holding 611, West Rand Agricultural Holdings.

The following information is furnished *re* the improvements,though in this respect nothing is guaranteed: Partly double storey house under tiled roof consisting of lounge, dining-room, kitchen, three bathrooms, toilets and six further rooms.

The property is zoned residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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 13th day of December 1993.

Karolia & Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.329.)

Case 26917/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In the execution of a judgment of the Supreme Court (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 21 January 1994 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:

Holding 257, West Rand Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,0284 (two comma nought two eight four) hectares, held by Deed of Transfer T10019/90, situated at Holding 257, West Rand Agricultural Holdings.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet.

The property is zoned Residential.

Terms: 10% (ten per 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 26th day of November 1993.

Karolia & Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.314.)

Case 6778/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Suurbekom 373 CC,** Defendant

In the execution of a judgment of the Supreme Court (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 21 January 1994 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:

Holding 373, West Rand Agricultural Holdings Extension 1 Township, Registration Division IQ, Transvaal, measuring 2,0845 (two comma nought eight four five) hectares, held by Deed of Transfer T83057/90, situated at Holding 373, West Rand Agricultural Holdings Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling: Four bedrooms, three bathrooms, lounge, dining-room, kitchen, TV/games-room and garages.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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 26th day of November 1993.

Karolia & Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.478.)

Case 16183/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited,** Allied Bank Division, Plaintiff, and **Simon, Michael John,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 27 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Erf 740, Dinwiddie Township, Registration Division IR, Transvaal, measuring 773 m^2, held by the Defendant under Deed of Transfer T56315/1991, being 44 Dorking Avenue, Dinwiddie, Germiston.

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

The dwelling consists of lounge, dining-room, kitchen, three bedrooms, w.c., bathroom and shower, servant's room, garage and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 2nd day of December 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71444/Ms. Erasmus/hs.)

Case 20417/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **De Beer, Wayne,** First Defendant, and **De Beer, Maria da Concgicao da Silva,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 27 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Portion 1 of Erf 79, Elandshaven Township, Registration Division IR, Transvaal, measuring 518 m^2, held by the Defendants under Deed of Transfer T24279/1992, being 1/79 Andries Pretorius Street, Elandshaven, Germiston.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom, separate w.c. and shower, kitchen and two carports.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 25th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z73677/Ms. Erasmus/hs.)

Case 16955/93
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 **Steyn Petrus Paulus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Vanderbijlpark, at the main entrance hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 21 January 1994 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, Vanderbijlpark, at the main entrance hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark.

Plot 2, Rosashof Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,1516 hectares, held by the Defendant under Deed of Transfer T16412/1990, being Plot 2, Rosahof Agricultural Holdings.

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., separate w.c., kitchen, garage, servant's room and store-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 5th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z71838.) (Ref. Z71838/FCLS/WR/Mr Brewer/djl.)

Case 23844/92
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 **Pretorius Marilyn Adrienne,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Vanderbijlpark, at the main entrance hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 28 January 1994 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, Vanderbijlpark, at the main entrance hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark:

A unit consisting of Section 1, as shown and more fully described on Sectional Plan SS205/1986, in the building or buildings known as Edison 1, situated in the Township of Vanderbijlpark Central East 6 Extension 2, measuring 167 square metres, held by the Defendant under Certificate of Registered Sectional Title ST205/1986 (1) (Unit), being Edison Boulevard Edison 1, Unit 1, Flat 1, CE6 Vanderbijlpark.

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

The dwelling consists of two offices, workshop and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 14th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z54035.) (Ref. Z54035/FCLS/WR/Mr Brewer/djl.)

Case 12116/92
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 **Talltree Ranch CC** (Reg. No. CK90/14043/23), First Defendant, and **Gordon Hiliard Naphtali,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 27 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Portion 94 (a portion of Portion 5) of the farm Nooitgedacht 176, Registration Division IR, Transvaal, measuring 2,2881 hectares, held by the Defendants under Deed of Transfer T65671/1991, situated at Sante Fe Boulevard, Nooitgedacht 176.

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

The property is vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 16th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z46877.) (Ref. Z46877/FCLS/WR/Mr Brewer/djl.)

[Or refer to: Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)]

Case 12671/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **G & V Investments,** First Defendant, and **Lind Victor Andrew,** Second Defendant, and **N.P.D. Distributors (Proprietary) Limited,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 27 January 1994 at 10:00, of the undermentioned immovable property of the First 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, Kempton Park, at 8 Park Street, Kempton Park:

Erf 309, Chloorkop Extension 12, Registration Division IR, Transvaal, measuring 2 197 square metres, held by the Defendant under Deed of Transfer T13275/1988, being Vaseur Road, Chloorkop Extension 12, Kempton Park.

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

The property consists of warehousing, offices, change rooms, ablutions, kitchen and store-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 6th day of December 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: I68149.) (Ref. Mr Rumsey/RdS.)

Case 4277/93
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Masondo Philane Leonard,** 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, Benoni, at 49 Kempston Avenue, Benoni on Thursday, 27 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Benoni, at 49 Kempston Avenue, Benoni.

The Right of Leasehold in respect of Stand 5766, Etwatwa Township, Registration Division IR, Transvaal, measuring 300 m^2, held by the Defendant under Certificate of Registered Grant of Leasehold TL38832/90, being Stand 5766, Etwatwa Extension 3, Benoni.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of 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 22nd day of October 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z70342/Mr King/kw.)

Case 15273/93
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 **Craigie Malcom Ian,** First Defendant, and **Craigie Freda,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 27 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging.

Holding 222, Walkers Fruit Farm Small Holding, Registration Division IQ, Transvaal, measuring 4,0471 hectares, held by the Defendants under Deed of Transfer T74040/1992, being 222 Meyerton Road, Walkers Fruit Farm, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, family room, study, three bedrooms, two bathrooms/w.c., kitchen, scullery, pantry, laundry, store-room and two garages.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 14th day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z70187/FCLS/WR/Mr Brewer/djl.) (Account No. Z70187) or Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 17878/93
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 **Rajcomar Manilall,** First Defendant, and **Rajcomar Sangeeta,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging on Thursday, 27 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging.

Erf 159, Zakariyya Park Extension 1 Township, Registration Division IQ, Transvaal, measuring 535 m², held by the Defendants under Deed of Transfer T106077/1992, being 159 Savoy Crescent, Zakariyya Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). (Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 14th day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z72716/FCLS/WR/Mr. Brewer/djl.) (Account No. Z72716) or Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 6002/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Ronald James Eloff,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the entrance of the Magistrate's Court, Fochville, on Friday, 28 January 1994, at 11:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Potchefstroom, at 4 195 Kerk Street, Potchefstroom.

Portion 14 (a portion of Portion 9) of Erf 973, Fochville Township, Registration Division IQ, Transvaal, measuring 1 513 m², held by the Defendant under Deed of Transfer T32758/90, being 12 Du Preez Street, Fochville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Entrance-hall, lounge, dining-room, family room, four bedrooms, two bathrooms/w.c., kitchen, swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 22nd day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z66741/FCLS/Mr Brewer/lp.)

Case 23016/93
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 and previsouly United Building Society), Plaintiff, and **Moorcroft, Berthina Elizabeth,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 27 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging.

Portion 3 of Steyn Farm 597, Unitas Park Township, Registration Division IQ, Transvaal, measuring 1,5753 hectares, held by the Defendant under Deed of Transfer T78283/92, being 15 Bennie Osler Street, Unitas Park.

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

The dwelling consists of: Entrance-hall, lounge, dining-room, study, three bedrooms, bathroom/w.c., kitchen, scullery, five garages, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 22nd day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75385/FCLS/Mr Brewer/lp.)

Case 17537/93
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 **Mochela Modupi Walter Cedric,** First Defendant, and **Mochela, Matsietsi Alina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 27 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Remaining extent of Erf 244, Vereeniging Township, Registration Division IQ, Transvaal, measuring 1 235 m^2, held by the Defendants under Deed of Transfer T63107/1992, being 77A Hofmeyer Street, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, study, three bedrooms, bathroom/w.c., separate shower, kitchen, garage, servant's room, store-room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 14th day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72280/FCLS/WR/Mr Brewer/djl.) (Account No. Z72280.) Or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 26512/92
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 and previously United Building Society), Plaintiff, and **Van Brakel, Hermanus Christiaan Johannes,** First Defendant, and **Van Brakel Adriana Magdalena,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Vanderbijlpark, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 28 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the main entrance-hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 215, Vanderbijlpark Central West 5 Township, Registration Division IQ, Transvaal, measuring 650 m^2, held by the Defendants under Deed of Transfer T21548/92, being 4 Pupins Street, Vanderbijlpark.

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

The dwelling consists of: Entrance-hall, lounge, kitchen, three bedrooms, bathroom/w.c., servant's room, single garage, w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 22nd day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z56425/FCLS/Mr Brewer/lp.)

Case 23019/93
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 **Jeffrey, John,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 27 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Holding 5, Walkerville Agricultural Holdings Township, Registration Division IQ, Transvaal, measuring 1,7844 hectares, held by the Defendant under Deed of Transfer T20071/1991, being First Avenue, Holding 5, Walkerville Fruit Farms.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 14th day of November 1993.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75378/FCLS/WR/Mr Brewer/djl.) (Account No. Z75378.) Or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 21042/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited (Allied Bank Division),** Plaintiff, and **Fernandez Raymond John,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 27 January 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Erf 5277, Ennerdale Extension 12 Township, Registration Division IQ, Transvaal, measuring 325 m^2, held by the Defendant under Deed of Transfer T33744/1987, being 41 Loam Street, Ennerdale Extension 12, Vereeniging.

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

The dwelling consists of entrance hall, lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hunderd 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 14th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74298/FCLS/WR/Mr Brewer/djl.) (Account Z74298.)

Or refer to: Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 47812/93
PH 28

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

In the matter between **Body Corporate Landsborough Mews,** Plaintiff, and **Metcalfe M. E.,** Defendant

On 21 January 1994 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain: Unit 11, Landsborough Mews, Booysens Township, Local Authority Johannesburg, also known as 104 Landsborough Mews, corner of Chambers and Landsbourough Streets, Robertsham, Johannesburg, measuring 87 (eighty-seven) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of two bedrooms, lounge and dining-room combined, toilet, bathroom and toilet, kitchen, garden and patio (hereinafter called the property).

The material conditions of sale are:

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

2. The price shall bear interest at the rate of 20,25% (twenty comma twenty five per centum) per anum or, if the claim of The First National Bank of South Africa Limited exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

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

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer 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 thereto or substitution therefor.

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

The conditions of sale may be inspected at the office of the Sheriff of the Court, 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg this 2nd day of December 1993.

Mervyn J. Smith, Plaintiff's Attorney, Suite 3415, 34th Floor, Carlton Centre, Commissioner Street, Johannesburg. P.O. Box 9890, Johannesburg. (Ref. R. Rothquel/C6074.)

Case 16287/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited,** Plaintiff, and **Kroll, Manuela Maria,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the Office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 25 January 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the Office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 1087, Jukskeipark Extension 5 Township, Registration Division IQ, Transvaal, area 945 square metres, situation 10 Briolette Street, Summerfield, Jukskeipark, Randburg.

Improvements (not guaranteed): Single storey semi-face brick dwelling under tiles, lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms, shower, two toilets. Floors: Fitted carpets/tiles/novilon, two garages, staff quarters with toilet and shower, electric steel gate, patio area, paving driveway and forest fencing boundary.

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

Dated at Johannesburg on the 17th day of December 1993.

P. Le Mottee, for Dykes, Daly, Plaintiff's Attorney, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. Le Mottee/N3124/LG.)

Case 6697/92

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

In the matter between **Bankorp Limited,** t/a Trust Bank, Plaintiff, and **Carlo D H G Despontin,** Defendant

On Thursday, 3 February 1994 at 11:00, a public auction sale will be held at the undermentioned property that will be sold by Libra Auctioneers CC, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain: Erf 406, Morehill Extension 2, Benoni Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, known as 2 Apollo Avenue, Morehill Extension 2, Benoni.

Description: Thatched roof, lounge, dining-room, kitchen, four bedrooms, family room, sun room, laundry, two bathrooms, snooker room, storage room and sauna. Outbuildings: Servant's room/storage room, toilet, garage, cellar and swimming-pool.

Improvements are not guaranteed.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by Libra Auctioneers CC, may be inspected prior to the date of the sale at their offices at Flora Centre, Third Floor, Ontdekkers Road, Florida, as well as at the offices of the Messenger of the Court, Room 214, Arcadia, 84 Princess Avenue, Benoni.

A. Louw, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Road, Boksburg. (Tel. 892-3050.) (Ref. Mrs Nieuwoudt/TB316.) C/o Gishen Gilchrist & Reid, Benoni.

Case 1663/91

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

In the matter between **First National Bank of S A Limited,** Plaintiff, and **Blithe Properties (Pty) Limited,** Defendant

In execution of a judgment of the above Honourable Court dated 27 October 1993, the following property will be sold in execution on Monday, 24 January 1994 at 10:00, at the Germiston Sheriff's Office, Du Pisanie Building, 72 Joubert Street, Germiston, to the highest bidder viz:

Erf 124, Germiston Township, Registration Division IR, Transvaal, measuring 800 square metres.

Property also known as 4 Olivia Livanos Lane, Germiston.

Comprising: Two storey building with the first floor partially demolished. Ground floor utilized as a workshop and a basement.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance, together with the interest thereon at the rate stipulated in the First mortgage bond registered against the property, to date of payment within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

Conditions: The full conditions of sale which will be read by the Sheriff, Magistrate's Court Germiston immediately prior to the sale, may be inspected at his offices at 72 Joubert Street, Germiston or at the offices of M. Levine and Freedman, 201-5 United Building, 177 President Street, Germiston.

Dated at Germiston on this the 25th day of November 1993.

A. L. Freedman, for M. Levine and Freedman, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/30789 (G).]

Case 18838/92

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

In the matter between **The Town Council of Randburg,** Execution Creditor, and **S L A Blasting & Drilling Services (Pty) Ltd,** Execution Debtor

In pursuance of the judgment in the Court of the Magistrate Randburg, and a warrant of execution dated 12 July 1993, the property listed hereunder will be sold in execution on 26 January 1994 at 10:00, on the steps of the Magistrate's Court, Randburg:

Holding 146, North Riding Agricultural Holdings, Registration Division IQ, Transvaal, being 146 Windsor Road, North Riding Randburg, held under Deed of Transport T19012/1981.

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

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

3. The following improvements are situated on the property although nothing in the report is guaranteed:

Dwelling-house with usual outbuildings.

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

Dated at Randburg this 23rd day of November 1993.

J. S. Strydom, for Schwellnus Spies Haasbroek Inc., Second Floor, Randpark, corner of Oak Avenue and Dover Street, Randburg. P.O. Box 1115, Randburg, 2125. [Tel. (011) 886-1800.] (Docex 115.)

Case 22803/93
PH 168

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale, without reserve, will be held at the offices of Deputy Sheriff, 182 Leeuwpoort Street, Boksburg, on 21 January 1994 at 11:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of Deputy Sheriff, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Erf 1014, Dawn Park Township, Registration Division IR, Transvaal, measuring 889 square metres, held under Deed of Transfer T5707/1993, situate at 14 Oryx Street, Dawn Park, Boksburg.

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

Main building: Five rooms, kitchen and two bathrooms. Plastered brick walls. Concrete, carpet, tile floors. Board ceilings. Tiled roof.

Outbuildings: Outbuilding consists of attached single garage and toilet. Plastered brick walls and tiled roof.

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

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

Dated on this 1st day of December 1993.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg. P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F109.)

Case 709/93
PH 168

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Hopewell, Kevin Craig,** First Defendant, and **Hopewell, Margaret Ann,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale, without reserve, will be held at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 609, Kibler Park Township, Registration Division IQ, Transvaal, measuring 1 111 square metres, held under Deed of Transfer T7316/92, situated at 14 Milner Drive, Kibler Park.

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

Entrance hall, lounge, family room, dining-room, three bedrooms, kitchen and two bathrooms. Brick and plaster. Concrete, PVC, carpets, Rhinoboard, Pitched, tile.

Outbuildings: Outbuildings consist of a single garage, servant's room and toilet. Attached. Single. Brick and plaster.

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

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

Dated on this 25th day of November 1993.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg. P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F61.)

Case 11589/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Patricia Takadi,** First Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 10 November 1993, the property listed hereunder will be sold in execution on Wednesday, 26 January 1994 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 14166, Daveyton Township, Registration Division IR, Transvaal, measuring 293 (two hundred and ninety-three) square metres, known as Erf 14166, Daveyton, Benoni.

The property is zoned residential in terms of the relevant Town-planning Scheme.

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

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

Fencing: Pre-cast.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 (ten thousand rand), then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per 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.

6. 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 7th day of December 1993.

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

Saak 1409/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Die Ontvanger van Inkomste,** Eksekusieskuldeiser, en **Hendrik Matthews,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof, Roodepoort, in die bovermelde saak, sal 'n verkoping van die ondervermelde onroerende eiendom by die Baljukantoor, te Progressweg 182, Technikon, Roodepoort, gehou word op Vrydag, 28 Januarie 1994 om 10:00, naamlik:

Sekere Gedeelte 29 van die plaas Ruimsig 265, Registrasieafdeling IQ, Transvaal, groot 1,0187 (een komma nul een agt sewe) hektaar, gehou blykens Akte van Transport T36617/89.

Die eiendom is 'n verbeterde woonerf, hoewel niks gewaarborg word nie, geleë te Equestrianstraat 393, Ruimsig, Roodepoort.

Bestaande uit sitkamer, gesinskamer, eetkamer, studeerkamer, twee badkamers, drie slaapkamers, gang, kombuis, opwas/waskamer, bediendekwartiere, twee stoorkamers, kroeg, toilet, speelkamer, spens, vier motorhuise, aantrekkamer en naaldwerkkamer.

Die verkoping is onderhewig aan bekragtiging deur die Balju en onderhewig aan die voorwaardes wat nou ter insae lê by die Baljukantoor, Roodepoort.

Geen waarborge word gelewer oor die erf, verbeteringe en grondgehalte nie.

Terme: 30% (dertig per centum) van die koopprys en afslaersgelde in kontant op die veilingsdag; die saldo teen oordrag wat verseker moet word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae van die veilingsdatum by die Balju ingelewer moet wees.

Gedateer te Johannesburg op hierdie 22ste dag van Desember 1993.

P. Venter, vir Staatsprokureur, Eiser se Prokureur, Royal St. Mary's-gebou 888, Eloffstraat 85, Privaatsak X9, Johannesburg, 2000. (Tel. 29-2961.) (Verw Na. C. F. Oberholzer/JP.) (Verw. 8126/92/P29.)

Case 22309/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Division), Plaintiff, and **J. H. Horn,** First Defendant, and **E. J. Horn,** Second Defendant

A sale in execution will be held on 28 January 1994 at 08:30, by the Sheriff for Brits at 46 Ludorf Street, Brits, of:

Portion 175 (a portion of Portion 17) of the farm Krokodildrift 446, Registration Division JQ, Transvaal, in extent 2,9393 (two comma nine three nine three) hectares.

Known as Portion 175 (a portion of Portion 17) of the farm Krokodildrift 446.

Particulars are not guaranteed:

Dwelling with entrance-hall, lounge, dining-room, kitchen, four bedrooms, two bathrooms, laundry, pantry, three carports, double storey rondawel house with lounge, dining-room, study, two bedrooms, toilet, granny flat with lounge, dining-room, kitchen, two bedrooms, bathroom and two carports.

Inspect conditions at Sheriff for Brits, 46 Ludorf Street, Brits.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 X 303.) (Ref. N1-C/392352/JAA/Miss A-M Botes.)

Case 25888/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **F. A. Brits,** Defendant

A sale in execution will be held on 28 January 1994 at 10:00, by the Sheriff for Nylstroom in front of the Magistrate's Office, Van Emmenis Street, Nylstroom, of:

Erf 2361, in the Town Nylstroom Extension 15, Registration Division KR, Transvaal, in extent 723 square metres, known as 9 AD Diedrich Street, Nylstroom.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff for Nylstroom, Rentmeester Building, 88 Potgieter Street, Nylstroom.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 × 227.) (Ref. N1-C/392314/JAA/Miss A-M Botes.)

Case 17670/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Strydom, Gerrit Frederick,** First Defendant, and **Strydom, Annette Mercia,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on 27 January 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Kempton Park, prior to the sale:

Certain Erf 2800, Birch Acres Extension 17 Township, Registration Division IR, Transvaal, being 35 Watertrapper Avenue, Birch Acres Extension 17, Kempton Park, measuring 800 (eight hundred) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of lounge, dining-room, family room, two bedrooms, bathroom, kitchen, garage and w.c.

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

Dated at Johannesburg on the 28th day of December 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0244 (AU244).]

Saak 2117/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **ABSA Bank,** Eiser, en **I. J. van Wyk,** Verweerder

Ingevolge vonnis in die Landdroshof van Westonaria, distrik Westonaria, en lasbrief vir geregtelike verkoping, gedateer 17 November 1993, sal die ondervermelde eiendom op 4 Februarie 1994 om 10:00, voor die Landdroshof Westonaria, aan die hoogste bieder geregtelik verkoop word, naamlik:

Resterende gedeelte van Gedeelte 16 ('n gedeelte van Gedeelte 1), van die plaas Modderfontein 345, Registrasie-afdeling IQ, Transvaal, groot 4,9942 (vier komma nege nege vier twee) hektaar, gehou kragtens Transportakte T62552/1980.

Voorwaardes van verkoping:

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

2. Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping, tensy anders ooreengekom tussen die Eiser en die Balju, en die onbetaalde balans tesame met rente op die volle bedrag van die Eiser se eis teen 16% (sestien persent) per jaar, tot datum van betaling, sal betaalbaar wees of verseker word deur 'n goedgekeurde bank- of bouvereningingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping.

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

A. P. van Wyk, vir Truter Crous Wiggill & Vos, Truvosgebou, Briggsstraat 88, Westonaria. (Tel. 753-1188/9/0.) (Verw. mnr. Van Wyk/sa/A 672.)

Case 73441/93

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

In the matter between **Sean Hedley,** Plaintiff, and **Mall Mohamed S.,** Defendant

In pursuance of a judgment in the Magistrate's Court of Johannesburg and writ of execution dated 14 December 1993, the goods listed hereunder will be sold in execution to the highest bidder at Sheriff's Stores, Sanlam Industrial Park, corner of Prop and John Streets, Selby, on 17 January 1994 at 11:00, namely:

Yotaker Music Centre and Speakers, antique Canadian oak hand carved side-board, antique oak telephone stand, KIC microwave oven and oil heater.

Terms: Cash, no cheques accepted.

Signed at Johannesburg on the 27th December 1993.

Sutherland Van der Westhuizen & Van Tonder Inc., Attorneys for Plaintiff, 280 Oak Avenue, Ferndale, P.O. Box 744, Randburg, 2125. (Tel. 886-2310) (Ref. M. Meyer/H2076.)

KAAP • CAPE

Saak 28546/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **T. G. Jackson,** Eerste Verweerder, en **A. M. Jackson,** Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth gedateer 18 Oktober 1993, sal die ondergemelde eiendom verkoop word op 28 Januarie 1994 om 14:15, by die hoofingang van nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Noord:

Erf 768, Algoa Park, munisipaliteit en afdeling Port Elizabeth, groot 655 (seshonderd vyf-en-vyftig) vierkante meter, gehou kragtens Transportakte T79621/92, ook bekend as Chudleighweg 37, Algoa Park, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping-baksteenwoonhuis met teëldak, drie slaapkamers, kombuis plus spens en waskamer, sitkamer, eetkamer, badkamer en toilet, toilet en buitegeboue bestaande uit baksteenmure met teëldak, enkelmotorhuis, bediendekamer, werkkamer en stoorkamer is.

Geteken te Port Elizabeth op die 10de dag van Desember 1993.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case 13593/93

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

In the matter between **Jan S. de Villiers & Son,** Plaintiff, and **M. E. Brooks,** Defendant

Be pleased to take notice that in pursuance of a judgment granted and warrant of execution issued by the above Honourable Court on 19 October 1993, the goods listed hereunder will be sold in execution by public auction to the highest bidder on Friday, 21 January 1994 at 10:00, at Sheriff's Office, Epping Avenue, Elsie's River:

Four piece lounge suite and Triad colour television.

The terms of the sale are strictly cash and voetstoots.

Dated at Cape Town on Monday the 20th day of December 1993.

Jan S. de Villiers & Son, Attorneys for Plaintiff, 16th Floor, BP Centre, 11 Thibault Square, Cape Town. (Ref. at/JV105.)

Case 16487/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Allied Bank Limited,** Plaintiff, and **Bansah Property Trust,** Defendant

In pursuance of a judgment of this Honourable Court, given on 5 June 1992, and a writ of execution dated 9 June 1992, a sale in execution will take place on Wednesday, 26 January 1994 at 10:00, at 71 Coronation Road, Plumstead, Cape, of the following immovable property which is hereby sold in execution:

Erf 71457, Cape Town at Plumstead, in the City of Cape Town, Cape Division, in extent 792 (seven hundred and ninety-two) square metres, held by Deed of Transfer T25512/91. *Physical Address:* 71 Coronation Road, Plumstead.

The property is a double-storey building built of bricks under a corrugated iron roof. It contains: *Downstairs:* Two shops consisting of three outside w.c.'s and two store-rooms leading off shops. *Upstairs:* Flat consisting of a kitchen with built-in cupboards, toilet, bathroom with w.c., bath and basin, two bedrooms and dining-room. Separate flat with kitchen, two bedrooms, bathroom with basin and bath and outside toilet.

Conditions of sale may be inspected at the office of the Sheriff for the District of Wynberg.

Dated at Cape Town on this the 10ih day of December 1993.

MacCallums, for T. A. Goldschmidt, Execution Creditor's Attorney, 35 Wale Street, Cape Town. (Ref. TAG/SW.)

Case 7666/93

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

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Geoffrey Yule,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 21 July 1993, and a warrant of execution dated 15 October 1993, the following will be sold in execution on 28 January 1994 at 10:00, at the Wynberg Court-house, being:

Certain land situated at Bergvliet, in the City of Cape Town, Cape Division, being Erf 548, Cape Town, at Bergvliet, measuring 947 (nine hundred and fourty-seven) square metres, held under Deed of Transfer 37093, dated 19 June 1992, also known as 5 Rose Road, Bergvliet.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Four bedrooms, lounge, kitchen and two bathrooms.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the execution creditor's conveyancers;

3.3 interest shall be paid on —

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 interest shall further be paid on any preferant creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the execution creditor's conveyancers.

Full conditions of sale: The full conditions of sale which wil be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town on this the 26th day of November 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0260/Mrs Liebrandt.)

Case 878/92

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

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Jakobus Klaasen,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 5 August 1992, and warrant of execution dated 15 October 1993, the following will be sold in execution on 28 January 1994 at 10:00, at the Court-house, being:

Certain land, situated at Mitchells Plain in the City of Cape Town, Cape Division, being Erf 18885, Cape Town, at Mitchells Plain, measuring 186 (one hundred and eighty-six) square metres, held under Deed of Transfer 48786 dated 24 August 1988, also known as 13 Bronze, Rocklands, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 26th day of November 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0108 Mrs Liebrandt.)

Case 793/93

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

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Peter Richard Solomon,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 1 March 1993, and warrant of execution dated 13 September 1993, the following will be sold in execution on 21 January 1994 at 10:00, at the Court-house, being:

Certain land, situated at Wynberg in the City of Cape Town, Cape Division being Erf 69581, Cape Town, at Wynberg, measuring 1 625 (one thousand six hundred and twenty-five) square metres, held under Deed of Transfer 16224 dated 15 April 1987, also known as 9 Harpford Avenue, Wynberg.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Four bedrooms, three bathrooms, two lounges, kitchen, laundry, servants' quarters, games room and garage.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 15th day of November 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0151 Mrs Liebrandt.)

Case 655/93

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **Leprop Investments (Pty) Ltd,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Malmesbury, dated 9 April 1993, the following will be sold in execution on 25 January 1994 at 10:00, on site, to the highest bidder:

Erf 1248, Melkbosch Strand, 1 125 (one thousand one hundred and twenty-five) square metres, held by Deed of Transfer T22118/88, situated at 4 Charles Hoffe Avenue, Melkbosch Strand.

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, Malmesbury.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 18905/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of Cape Town,** Judgment Creditor, and **Cecil Kock,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 9 June 1993, and warrant of execution dated 1 October 1993, the following will be sold in execution on 21 January 1994 at 10:00, at the Court-house being:

Certain land situated at Mitchells Plain in the City of Cape Town, Cape Division, being Erf 33042, Cape Town, at Mitchells Plain, measuring 253 (two hundred and fifty-three) square metres, held under Deed of Transfer 22325, dated 14 April 1992, also known as 21 Golf Circle, Alpine Park, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Three bedrooms, bathroom and toilet, kitchen and lounge.

3. *Payment:*

3.1. Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2. the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3. Interest shall be paid on:

3.3.1 The amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4. All the amounts mentioned in paragraphs 3.2. en 3.3. abeove are to be secured by the purchaser by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 10th day of November 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0253/Mrs Liebrandt.)

Case 22541/88

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Denver Finance (Pty) Limited,** Plaintiff, and **Christian Henry Love,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, and a warrant of execution, dated 20 February 1989, the following property will be sold in execution on 20 January 1994 at 09:30, at Van Riebeeck Street, Kuils River Court, to the highest bidder:

Certain Erf 1498, Kleinvlei, measuring 500 square metres, known as 23 Nebelia Street, Forest Heights, Eerste River.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds, in so far as these are applicable.

2. The following improvements on the property have been reported, but nothing is guaranteed: Zoned special Residential.

3. *Terms:* The purchase price shall be paid as per ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at the rate stipulated in the first mortgage bond registered against the property to date of payment, within fourteen (14) days to be paid or secured by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Court, Kuils River, immediately prior to the sale, 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 1st day of December 1993.

M. M. Garber, for Bredell & Murray, Plaintiff's Attorneys, Document Exchange, 38 Short Market Street, Cape Town; Docex 204, Johannesburg. (Ref. Mrs Mazzola/Mrs Van Zyl/L17.)

Saak 6654/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk,** Eiser, en **D. C. Ettwein,** Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 27 Oktober 1993, sal die ondergemelde eiendom verkoop word op 28 Januarie 1994 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Noord:

Deel 7, soos aangetoon en vollediger beskryf op Deelplan SS344/1984, in die skema bekend as Primmay, ten opsigte van die grond en gebou of geboue geleë te Noordeinde, van welke deel die vloeroppervlakte volgens die voormelde deelplan 75 (vyf-en-sewentig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aangenoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens sertifikaat van Geregistreerde Deeltitel ST65/92, ook bekend as Primmay 5, Leylandsweg, Noordeinde, Port Elizabeth.

Deel 3, soos aangetoon en vollediger beskryf op Deelplan SS344/1984 in die skema bekend as Primmay, ten opsigte van die grond en gebou of geboue geleë te Noordeinde, van welke deel die vloeroppervlakte volgens die voormelde deelplan 16 (sestien) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aangenoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST64/92, ook bekend as Primmay 5, Leylandsweg, Noordeinde, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n tweeverdiepingwoonstel is gebou uit baksteen en siersteen bestaande uit twee slaapkamers, sitkamer, badkamer en kombuis.

Geteken te Port Elizabeth op die 26ste dag van November 1993.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth. (Tel. 56-1160.) (Verw. H. B. de Jager/em.)

Case 20885/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited *versus* **Mongezeleli Lionel Mkosi**

The property: All right, title and interest in the leasehold in respect of Erf 211, Guguletu, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope (7 Nokqubela Road, Khayelethu Park, Guguletu), in extent 216 square metres.

Improvements (not guaranteed): Single dwelling, asbestos tiled roof, lounge, kitchen, two bedrooms, bathroom, toilet and handbasin.

Date of sale: 25 January 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 619/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Ronel van Niekerk** (NB 0003), Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises, on 27 January 1994 at 11:15:

Property: Erf 10830, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, measuring 598 (five hundred and ninety-eight) square metres, held by Deed of Transfer T00943/92, more specifically known as 4 Mosselbank Road, Kraaifontein.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated: 6 December 1993.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. [Tel. (021) 92-3007.] (Ref. HMP Kruger/jdt.)

Case 34942/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Kenneth Constant Nolan,** First Defendant, and **Esther Patricia Nolan,** Second Defendant

In the above matter a sale will be held on Thursday, 27 January 1994 at 11:30, at the site, 32 Hind Street, Kensington, being:

Remainder Erf 21607, Cape Town, at Maitland, in the City of Cape Town, Cape Division, measuring 556 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen per centum (18%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A vacant plot with foundations.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Cape Town and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/as.)

Case 12902/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank, Judgment Creditor, and **Louis Chateris Barr,** Judgment Debtor

In pursuance of a judgment granted by the Wynberg, Magistrate's Court, on 30 August 1993, the following property will be sold in execution by public auction held at 10 Haroma Court, Main Road, Plumstead to the highest bidder, on 3 February 1994 at 10:00:

Description: Sections 10 and 24 Haroma Court, situated at Plumstead, in the Municipality of Cape Town, Cape Division, in extent sixty eight (68) and fifteen (15) square metres, postal address, 10 and 24 Haroma Court, Main Road, Plumstead, held by Deed of Transfer T98/1984.

Improvements: Double-storey apartment, three bedrooms, bathroom, kitchen and lounge.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 6th day of December 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500. [Tel. (021) 92-6017.) (Ref. W49669/HVN/Mrs Wolmarans.)

Saak 1603/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Bankfin Beperk,** Eiser, en **S. M. Atsell,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 19 Augustus 1992, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 26 Januarie 1994 om 11:45, op die perseel te Onyxweg 18, Highbury, Kuilsrivier, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling uitgelees sal word:

9060 Kuilsrivier, in die munisipaliteit Kuilsrivier en afdeling van Stellenbosch, groot 400 (vierhonderd) vierkante meter, gehou kragtens Transportakte T15443/1991, ook bekend as Onyxweg 18, Highbury, Kuilsrivier.

Betaalvoorwaardes: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Northumberlandstraat 29, Bellville. (Tel. 948-8326/7.)

Gedateer te Bellville hede die 2de dag van Desember 1993.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Saak 7797/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Beperk,** Vonnisskuldeiser, en **William Moeketse Masiza,** Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 17 Januarie 1994 om 10:00, te die Landdroshof, Paarl, naamlik:

Al die reg, titel en belang in Erf 594, Mbekweni, in die area van jurisidiksie van die dorpsraad Mbekweni, administratiewe distrik Paarl, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Sertifikaat van Huurpag TL36368/89, welke huurpag verstryk gedurende 2088, onderhewig aan die veilingvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig.

2. Een tiende ($\frac{1}{10}$) van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en de balans van die koopprys tesame met rente daarop bereken teen die heersende prima bankkoers van Nedcor Bank Bpk. vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Datum: 13 Desember 1993.

Van Wyk Gaum Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Saak 3122/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **L. F. Koorts,** Eiser, en **Nicolene Basson,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 22 April 1993 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Wagnerstraat 6, Brackenfell, per publieke veiling te koop aangebied op 28 Januarie 1994 om 09:15:

Erf 9083, Brackenfell, ook bekend as Wagnerstraat 6, Brackenfell, afdeling Stellenbosch, groot 962 vierkante meter, gehou kragtens Transportakte T54144/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18,5% (agtien komma vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 9 Desember 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/PK001.)

Case 10664/93

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Harry Hellenberg,** Execution Debtor

The following property will be sold on Monday, 24 January 1994 at 12:00, to the highest bidder at the premises, namely:

Erf 6056, Matroosfontein, in the Administrative District of the Cape, also known as 24 Swan Road, Bishop Lavis.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The following improvements are reported but not guaranteed; Dwelling with lounge, kitchen, two bedrooms and bathroom.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 18% (eighteen per centum) per annum (calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 days after sale.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff, Epping Avenue, Elsies River.

Dated at Bellville on this 6th day of December 1993.

S. W. Marais, for Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, Third Floor, Merindol Centre, 6 Oakdale Road, Bellville. (Tel. 99-5200.) (Ref. 1506/50911/S.W. Marais.)

Case 33732/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as United Bank Limited, *versus* **Carl Petrus Johannes Roos** and **Erna Roos**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, Flat 83, Ville Du Cap, Blaauwberg Road, Table View, 7441, on Thursday, 27 January 1994 at 15:00:

Section 131, Heron Waters, in the Municipality of Milnerton, in extent 93 (ninety-three) square metres, held by Deed of Transfer ST246/1988 (131) and situated at Flat 83, Ville Du Cap, Blaauwberg Road, Table View, 7441.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Cape Town.

2. The following improvements on the property are reported but nothing is guaranteed: A flat comprising a lounge/dining-room, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per cent) 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 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 6th day of December 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22036.)

Case 4251/93

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

In the matter between **ABSA Bank Limited,** trading as Allied Bank, Plaintiff, and **Trevor Joseph Jacobs,** First Defendant, and **Brenda Linda Jacobs,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Strand, and writ of execution, dated 14 October 1993, the following property will be sold in execution, at the site of the property, 15 Ouma Fransman Avenue, Strand, 7140, on Wednesday, 26 January 1994 at 10:30, to the highest bidder:

Certain Erf 13477, The Strand, in the Municipality of the Strand, Division of Stellenbosch, in extent 428 (four hundred and twenty-eight) square metres, held by Deed of Transfer T46098/87, also known as 15 Ouma Fransman Avenue, Strand, 7140.

Conditions of sale:

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

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

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Cape Town on this 26th day of November 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z21446.)

Case 19497/93

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. G. Davids,** First Defendant, and **Mrs D. Davids,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 8 November 1993, the following will be sold in execution on 25 January 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 12044 (portion of Erf 17112), Mitchells Plain, 170 (one hundred and seventy) square metres, held by Deed of Transfer T56706/1991, situated at 10 Stuka Road, Rocklands, Mitchells Plain.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 11697/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** formerly United Bank Limited, Plaintiff, and **W. H. Davids,** First Defendant, and **Mrs S. Davids,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 16 August 1993 the following will be sold in execution on 25 January 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 14108 (portion of Erf 17108), Mitchells Plain, 197 (one hundred and ninety-seven) square metres, held by Deed of Transfer T62751/92, situated at 36 Beaufort Crescent, Rocklands, Mitchells Plain.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 9598/93

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

In the matter between **Natal Building Society,** Plaintiff, and **Cassiem Ahmed Onia,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River, and writ of execution, dated 26 August 1993, the property listed hereunder will be sold in execution on 18 January 1994 at 09:15, at Kuils River, Magistrate's Court, Kuils River, to the highest bidder:

Certain, Erf 1425, Blue Downs, in the Lower Kuils River Area, Division of Stellenbosch, known as 10 London Way, Malibu Village, Blue Downs, 7100, in extent 350 (three hundred and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, kitchen, lounge, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 1st day of December 1993.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N216.)

Case 113/90

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Volkskas Bank,** Plaintiff, and **Martha Johanna Ferreira,** Defendant

In pursuance of a judgment of the Supreme Court of South Africa (South-Eastern Cape Local Division), granted in favour of the Plaintiff on 21 February 1990, the property listed hereunder will be sold in execution on Friday, 21 January 1994 at 11:00, at the offices of the Sheriff, c/o C. W. Malan & Co., 52 Main Street, Humansdorp, to the highest bidder and for cash.

Property: Erf 553, Jeffreys Bay, situated at 9 Cow Bell Street, Jeffreys Bay, in extent 811 (eight hundred and eleven) square metres.

Improvements on property: Except to say that there is a dwelling-house on the property. Plaintiff is not in a position to provide further details regarding improvements on the said property.

Conditions of sale:

(i) 10% of the purchase price shall be paid in cash on signing of the conditions of sale.

(ii) The balance of the purchase price together with interest and other costs (as more fully provided for in the conditions of sale) shall be payable against registration of transfer of the property into the name of the purchaser.

(iii) The conditions of sale shall be read out by the Sheriff immediately prior to the sale and such conditions may be inspected at any time prior to the sale at the offices of the Sheriff, c/o C W Malan & Co., 52 Main Street, Humansdorp.

Dated at Port Elizabeth on this the 6th day of December 1993.

Brown Braude & Vlok, Attorneys for Plaintiff, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. J. J. Vlok/cva.)

Saak 1216/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Volkskas Bank,** Eiser, en **N. L. Morgenrood,** Verweerder

In navolging van 'n vonnis gedateer 25 Oktober 1991, en 'n lasbrief tot eksekusie, teen roerende goedere gedateer 3 Desember 1991, gaan die ondergemelde vaste eienom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van Vryburg, op Vrydag, 28 Januarie 1994 om 10:00, te die Landdroshof, te Vryburg, naamlik:

Sekere Erf 249, Stella, geleë in die munisipaliteit Stella, distrik Vryburg, groot 3 197 vierkante meter.

Verkoopvoorwaardes: Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg.

Coetzee & Honiball, Prokureurs vir die Eiser, Chapelstraat, Kimberley.

Case 26881/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Denver Finance (Pty) Limited,** Plaintiff, and **Morris Mountan Stride,** Defendant

In pursuance of a judgment of the above Court, dated 24 February 1992, and attachment in execution dated 6 October 1993, the following immovable property will be sold at the front entrance of the New Law Courts, North End, Port Elizabeth, on Friday, 21 January 1994 at 14:15:

Erf 6855, Bethelsdorp, Administrative District of Port Elizabeth, situated at 14 Lamont Street, Bethelsdorp, Port Elizabeth.

The conditions of sale will be read prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth West.

Terms: 10% (ten per cent) and Sheriff's charges of 4% (four per cent) on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 12th day of November 1993.

R. H. Parker, for Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth. (Ref. Coll/Mrs Hodge.)

Case 7696/91

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

In the matter between **United Bank,** a division of ABSA Bank Limited, Judgment Creditor, and **Barnett Sissel Moses Matthews,** First Judgment Debtor, and **Ragel Matthews,** Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Paarl, and writ of execution, dated 2 November 1993 the following property will be sold in execution, at the Court-house, on Monday, 24 January 1994 at 10:00, to the highest bidder:

Certain Erf 17838, Paarl, in the Municipality and Division of Paarl, in extent 240 (two hundred and forty) square metres, held by Deed of Transfer T2200/90, also known as 15 Amaryllis Street, Groenheuwel, 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 aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 18% (eighteen per 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. (Verw. Z. K. Meyer.)

Case 4322/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

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

In the above matter a sale will be held on Tuesday, 25 January 1994 at 11:30, at the site of 14 Little Street, Kensington, Maitland, being:

Erf 111084, Cape Town, at Maitland, in the City of Cape Town, Cape Division, measuring 507 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen per centum (16%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising of four bedrooms, lounge, dining-room, kitchen, bathroom, two toilets, garage and two incomplete showers have been erected.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Cape Town, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Saak 28223/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eiser, en **Robert Peter Green,** Verweerder

In die gemelde saak sal 'n veiling gehou word op Vrydag, 28 Januarie 1994 om 10:00, op die plek te Broadwaystraat 3, Port Alfred:

Erf 2712, Port Alfred, in die munisipaliteit Port Alfred, afdeling Bathurst, groot 768 vierkante meter, gehou deur die Verweerder kragtens Transportakte T7580/1990, gedateer 12 Februarie 1990.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 20,5% (twintig komma vyf persent) betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Daar is geen verbeteringe op die eiendom aangebring nie.

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, Posbus 236, Port Alfred, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 19de dag van November 1993.

V. D. M. Erasmus, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE Sentrum, Voortrekkerweg 89, Posbus 50, Bellville. (Tel. 948-4061.) (Verw. V. D. M. Erasmus/el.)

Saak 17257/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **Oostelike Provinsie Bouvereniging,** Eiser, en **Rosey Njokweni,** Verweerder

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 25 Januarie 1994 om 10:00, voor die Landdroshof, Kerkstraat, Wynberg, van die volgende eiendom:

Erf 4039, Khayelitsha, in die gebied van die jurisdiksie van die Provinsiale Administrasie van Kaap die Goeie Hoop, administratiewe distrik Kaap, groot 193 vierkante meter, gehou deur die Verweerder kragtens Transportakte TL14277/88, gedateer 16 Maart 1988, welke eiendom geleë is te Nokwasisingel, H-Blok 16, Khayelitsha.

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 ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 16,65% (sestien komma ses vyf persent) per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis onder asbes teëldak bestaande uit drie slaapkamers, sit-/eetkamer, kombuis, badkamer en toilet.

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, Electricweg 9, Wynberg, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 24ste dag van November 1993.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE Sentrum, Voortrekkerweg 89, Posbus 50, Bellville. (Tel. 948-4061.) (Verw. E. L. Conradie/jk.)

Case 229/1993

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **K.W.T. Municipality,** Plaintiff, and **O. C. Arends,** Defendant

In pursuance of a judgment in the above Honourable Court of 19 March 1993, and a writ of execution, dated 18 March 1993, the following immovable property will be sold in execution on 21 January 1994 at 10:10, at the offices of the Sheriff for the Magistrate's Court (Rose-Innes Auctions), 11A Dowing Street, King William's Town:

Erf B498, King William's Town, Municipality and Division of King William's Town, in extent 492 (four hundred and ninety-two) square metres, being 16 Bossr Street, Breidbach, King William's Town. Held by Deed of Transfer T70/1979.

Conditions of sale:

1. The purchaser will pay 10% of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 24th day of November 1993.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Case 22748/92

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 **James George Lesar,** Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Court Steps, Wynberg, on 26 January 1994 at 14:00:

Erf 58989, Cape Town, at Lansdowne, in the Municipality of Cape Town, Cape Division, in extent 496 (four hundred and ninety-six) square metres, also known as 21 Kendal Road, Crawford.

Conditions:

1. The following information is furnished, but not guaranteed: Brick walls under tiled roof, lounge, kitchen, three bedrooms, bathroom, water closet and garage.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 22nd day of November 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Third Floor, Norwich Life Centre, Protea Road, Claremont.

Case 2309/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedcor Bank Limited,** Judgment Creditor, and **Peter Ilgmann,** Judgment Debtor

In pursuance of a judgment granted on 24 June 1993, 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 25 January 1994 at 11:00, at 13 Zandberg Road, Somerset West, to the highest bidder:

Description: Erf 8320, Somerset West, in the Municipality of Somerset West, Division of Stellenbosch, in extent one thousand and twenty-four (1 024) square metres, postal address: 13 Zandberg Road, Somerset West.

Improvements: With a dwelling thereon.

Held by the Defendant in his name under Deed of Transfer T3841/93.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Church Street, Somerset West.

Dated at Somerset West this 18th day of November 1993.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorney, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 38084/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

Raymond Thomas Frederic Raine, married in COP to **Mabel Elizabeth Raine,** *versus* **Russel Wayne Carelse**

The property: Remainder Erf 36372, Cape Town, at Athlone, in the City of Cape Town, Cape Division (62 Aries Road, Surrey Estate), in extent 753 square metres.

Improvements (not guaranteed): Single dwelling/asbestos roof/three bedrooms/lounge/kitchen/bathroom and toilet.

Date of sale: 24 January 1994 at 10:00.

Place of sale: 62 Aries Road, Surrey Estate.

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 Jacobs Trust, 610 Heerengracht Centre, Heerengracht.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 3259/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited, *versus* **Motsie Marshall Tabile** married in COP to **Thobeka Sylvia Malerato Tabile**

The property: Erf 789, Cross Roads, situate in the Area of the Cross Roads Town Council, Administrative District of the Cape, in extent 84 square metres.

Improvements (not guaranteed): Single dwelling/asbestos roof/lounge/kitchen/two bedrooms/bathroom/toilet/hand basin.

Date of sale: 25 January 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest 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.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 16147/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

Nedcor Bank Limited *versus* **Diliza Richard Bornside**

The property: All right, title and interest in the leasehold in respect of Erf 210, Guguletu, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope in the Administrative District of the Cape (42 Khanya Crescent, Guguletu), in extent 243 square metres.

Improvements (not guaranteed): Single dwelling/asbestos tiled roof/lounge/kitchen/dining-room/three bedrooms/bathroom/toilet/hand basin/garage.

Date of sale: 25 January 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Material conditions: The sale will be by public auction to the highest bidder, subject to a 10% (ten per centum) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest 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.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 64176/91

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

In the matter between **Bankorp Limited,** Execution Creditor, and **R. Beyleveld,** Execution Debtor

The following property will be sold in execution at the premises, namely 7 Lynwood Road, Newlands, on Friday, 28 January 1994 at 14:00, to the highest bidder:

Certain Erf 50694, Claremont, Municipality of Cape Town, Cape Division, in extent 679 (six hundred and seventy-nine) square metres, held by Deed of Transfer T54437/88, also known as 7 Lynwood Road, Newlands.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereuder and of the title deeds of the property in so far as same are applicable.

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

Dwelling: Brick walls, tiled roof, three bedrooms, kitchen, bathroom, toilet, lounge, dining-room and garage (incomplete).

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 21,25% (twenty-one comma two five per centum) per annum (calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit taking institution, to be delivered within 14 days after sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, Wynberg.

Dated at Cape Town on this 26th day of November 1993.

Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, First Floor, First National Bank Building, 57 Strand Street, Cape Town. (Tel. 26-2670.) (Ref. S. W. Marais/ed/01 50475.)

Case 13718/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Christopher Joseph Prins,** Defendant

In the above matter a sale will be held on Wednesday, 26 January 1994 at 11:00, at the site of 64 11th Avenue, Elsie's River, being:

Erf 10552, Goodwood, in the Local Area of Elsie's River, Cape Division, measuring 495 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen per centum (18%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A zink roof dwelling with brick walls comprising a lounge, kitchen and two bedrooms.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Goodwood, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/as.)

Saak 610/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WARRENTON GEHOU TE WARRENTON

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Ruben Strydom,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Warrenton, gedateer 26 Oktober 1993 in bogemelde saak, sal 'n verkoping per openbare veiling gehou word deur die Balju van die Landdroshof by die Landdroskantore te Warrenton, op 21 Januarie 1994 om 10:00, van die ondergemelde eiendom van die Verweerder op die voorwaardes wat ter insae lê by die kantore van die Balju en wat deur die Balju gelees sal word voor die verkoping:

Sekere Erf 249, geleë in Warrenton, distrik Warrenton, afdeling Kimberley, groot 1 249 m^2, geregistreer in die naam van Verweerder kragtens Transportakte T1211/90.

Die verbeterings bestaan uit: Aparte enkelverdiepingwoonhuis met buitegeoue en omheining, maar niks word gewaarborg in hierdie verband nie.

Terme: 10% (tien persent) van die koopprys in kontant, en die afslaer se gelde in kontant op die dag van verkoping en die balans teen transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van verkoping verskaf te word.

Gedateer te Warrenton op hede die 1ste dag van Desember 1993.

Jaap D. de le Grange, Prokureur vir die Eiser, Uysstraat 54, Warrenton. (Tel. 05333-3168/9.)

Saak 6173/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Bankfin,** Eksekusieskuldeiser, en **P. W. Harker,** Eksekusieskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Vrydag, 29 Januarie 1994 om 10:30, te die Balju van die Landdroshof se kantore te Hoofstraat 3, Humansdorp, naamlik:

Erf 4056, Jeffreysbaai, in die munisipaliteit Jeffreysbaai, afdeling Humansdorp, groot 605 (seshonderd en vyf) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Transportakte T36134/89 en geleë te Blackwoodweg 58, Jeffreysbaai, onderhewig aan die veilingvoorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig.

2. Een tiende van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende prima bankkoers van Nedcor Bank Beperk vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Humansdorp.

Gedateer te Paarl hierdie 8ste dag van Januarie 1994.

Van Wyk Gaum Fouchee Ing., Eksekusieskuldeiser se Prokureurs, Hoofstraat 345, Paarl.

Case 33519/93

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 Limited,** Plaintiff, and **Nkwenkwe Mayford Blom,** Defendant

In pursuance of a judgment dated 25 October 1993 and an attachment on 26 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 21 January 1994 at 14:15:

Erf 1845, Motherwell, Administrative District of Uitenhage, in extent 298 (two hundred and ninety-eight) square metres, situated at 122 Ncememe Street, Motherwell, NU7.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges (4%) are also payable on date of sale.

Dated at Port Elizabeth on this the 1st day of December 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 33521/93

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 Limited,** Plaintiff, and **Tembile Douglas Jacobs,** Defendant

In pursuance of a judgment dated 21 October 1993 and an attachment on 26 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 21 January 1994 at 14:15:

Erf 1844, Motherwell, NU7 Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 124 Ncemene Street, Motherwell, NU7.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges of 4% (four per cent) are also payable on date of sale.

Dated at Port Elizabeth on this the 1st day of December 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 33192/93

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 Limited,** Plaintiff, and **Mtutuzeli Peter Kula,** Defendant

In pursuance of a judgment dated 21 October 1993, and an attachment on 26 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 21 January 1994 at 14:15:

Erf 1714, Motherwell, NU7, Administrative District of Uitenhage, in extent 240 (two hundred and forty) square metres, situated at 62 Ncwazi Street, Motherwell, NU7.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges (4%) four per centum are also payable on date of sale.

Dated at Port Elizabeth on this the 1st day of December 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 32514/93

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 Limited,** Plaintiff, and **Wilson Tunu Nkwalase,** Defendant

In pursuance of a judgment dated 20 October 1993, and an attachment on 26 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 21 January 1994 at 14:15:

Erf 1373, Motherwell, NU6, Administrative District of Uitenhage, in extent 286 (two hundred and eighty-six) square metres, situated at 63 Kwenxura 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, Magistrates' Courts North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, invluding VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges (4%) four per centum are also payable on date of sale.

Dated at Port Elizabeth on this the 1st day of December 1993.

Kaplan Blumberg Friedman & Scheckter, for Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 33520/93

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 Limited,** Plaintiff, and **Mxwandile Njibana,** Defendant

In pursuance of a judgment dated 21 October 1993, and an attachment on 26 November 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrates' Court, Main Street, Port Elizabeth, by public auction on 21 January 1994 at 14:15:

Erf 1376, Mothwerwell, NU6, Administrative District of Uitenhage, in extent 286 (two hundred and eighty-six) square metres, situated at 69 Kwenxura Street, Motherwell, NU6.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges (4%) four per centum are also payable on date of sale.

Dated at Port Elizabeth on this the 1st day of December 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 34162/93

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 Limited,** Plaintiff, and **Ncamisile Tose,** Defendant

In pursuance of a judgment dated 26 October 1993, and an attachment on 26 November 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrates' Court, Main Street, Port Elizabeth, by public auction on 21 January 1994 at 14:15:

Erf 1813, Motherwell, Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 45 Ncera Street, Motherwell, NU7.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges (4%) four per centum are also payable on date of sale.

Dated at Port Elizabeth on this the 1st day of December 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 2888/93

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

In the matter between **ABSA Bank Limited** (formerly United Bank Limited), Plaintiff, and **R. C. Fortuin,** First Defendant, and **M. M. Fortuin,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Malmesbury dated 2 August 1993, the following will be sold in execution at 10:00, on 28 January 1994, on site to the highest bidder:

Erf 4908 (portion of Erf 2742) Wesfleur, 595 (fife hundred and ninety-five) square metres, held by Deed of Transfer T40990/1992, situate at 3 Montagu Street, Saxon Sea, Atlantis.

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, Malmesbury.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 897/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Beperk,** Eiser, en **Johannes Nicolaas Janse van Vuuren,** Verweerder

In navolging van 'n vonnis gedateer 13 Augustus 1993 en 'n lasbrief tot eksekusie teen roerende goed, gedateer 16 Augustus 1993, gaan die ondergemelde vaste eiendomme in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju, Reivilo, op Vrydag, 28 Januarie 1994 om 10:00, te die kantore van die Balju, te Vryburg, naamlik:

1. Sekere Erf 60, Reivilo van die dorp Reivilo, geleë in die Munisipaliteit van Reivilo, afdeling van Vryburg, groot 4550 vierkante meter (gehou kragtens Akte van Transport T1178/1965.)

2. Sekere Erf 64, Reivilo van die dorp Reivilo, geleë in die Munisipaliteit van Reivilo, groot 4550 vierkante meter (gehou kragtens Akte van Transport T1178/65.)

3. Sekere Erf 295, Reivilo, geleë in die Reivilo-dorpsuitbreiding 1, Munisipaliteit van Reivilo, afdeling van Vryburg, groot 1 086 vierkante meter, gehou kragtens Akte van Transport T905/74.

4. Sekere Erf 474, gedeelte van Erf 78, Reivilo, geleë in die Munisipaliteit Reivilo, afdeling Vryburg, groot 2 081 vierkante meter, gehou kragtens Akte van Transport 1796/92.

Die eiendomme verbind onder Verbandaktes B1307/77, B42/1992 en B769/1992 en waaruit hierdie eis voortspruit uitwinbaar verklaar word naamlik Seker Erwe 60, 64, 295 en 474 gedeelte van Erf 78, Reivilo.

Verkoopvoorwaardes:

Die eiendomme word sonder 'n reserweprys verkoop en is 10% (tien persent) van die koopprys betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg.

Coetzee & Honiball, Prokureurs vir die Eiser, Chapelstraat, Kimberley.

Case 90/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **K. W. T. Municipality,** Plaintiff, and **P. J. van Oordt,** Defendant

In pursuance of a judgment in the above Honourable Court of 25 March 1993, and a writ of execution dated 7 April 1993, the following immovable property will be sold in execution on 21 January 1994 at 10:20, at the offices of the Sheriff for the Magistrate's Court, (Rose-Innes Auctions), 11A Dowing Street, King William's Town.

Erf 24, King William's Town, Municipality and Division of King William's Town.

In extent: 496 (four hundred and ninety-six) square metres.

Being: 2 First Avenue, Schornville, King William's Town.

Held by Deed of Transfer T3796/1988.

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of the sale. A building society, banker or other approved guarantee for the balance plus interest is to be given to the Plaintiff's Attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the Title Deeds.

3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 26th day of November 1993.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. Mr P. Wood/lrw.)

Case 42926/93

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

In the matter between **Saambou Bank Limited,** Execution Creditor, and **Hendon Peter Robson,** First Execution Debtor, and **Marlene Robson,** Second Execution Debtor

The following property will be sold in execution at the premises, namely 4 Bettina Street, Lansdowne on Tuesday, 25 January 1994 at 14:00, to the highest bidder:

Certain Erf 62775, Cape Town, at Lansdowne, Municipality of Cape Town, Cape Division, in extent 682 (six hundred and eighty-two) square metres, held by Deed of Transfer T9321/91, also known as 4 Bettina Street, Lansdowne.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the rules made thereunder and of the Title Deeds of the property in so far as same are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: Dwelling: Brick walls, tiled roof, three bedrooms, kitchen, lounge, dining-room, bathroom, toilet and garage.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 16,25% (sixteen comma two five per centum) per annum, (calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 days after sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, Wynberg.

Dated at Cape Town on this the 19th day of November 1993.

Van Dyk Potgieter Marais, Judgement Creditor's Attorneys, First Floor, First National Bank Building, 57 Strand Street, Cape Town. (Tel. 26-2670.) (Ref. S. W. Marais/ed/2063 51202.)

Case 25116/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Mark Stanley Wait,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution dated 22 October 1993, the following property will be sold in execution at the site of the property, 53 Heemstede Drive, Groenvallei, Bellville, 7530, on Tuesday, 25 January 1994 at 10:00, to the highest bidder:

Certain: Erf 32737, Bellville, in the Municipality of Bellville, Cape Division, in extent 250 (two hundred and fifty) square metres, held by Deed of Transfer T32058/93, also known as 53 Heemstede Drive, Groenvallei, Bellville, 7530.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, one and a half bathroom and single garage.

3. *Payment:* Ten per cent (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 24 November 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z21905.)

Case 13303/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Ernest William McLean,** First Defendant, and **Margaret McLean,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Mitchells Plain, and writ of execution dated 1 October 1993 the following property will be sold in execution, in front of the Court-house for the District of Wynberg, on Wednesday, 26 January 1994 at 14:00, to the highest bidder:

Certain: Erf 12518, Mitchells Plain, in the Municipaity of Cape Town, Cape Division, in extent 142 (one hundred and forty-two) square metres, held by Deed of Transfer T48099/91, also known as 26 Libra Road, Rocklands, Mitchells Plain, 7785.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: A semi-detached double storey dwelling comprising a lounge, three bedrooms, kitchen, 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 Cape Town on 24 November 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z20282.)

Case 2989/93

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

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Franklin Mark Noble,** First Defendant, and **Marlena Constance Noble,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Strand, and writ of execution dated 11 October 1993, the following property will be sold in execution, at the site of the property, 14 Zaida Street, Strand, 7140, on Wednesday, 26 January 1994 at 10:00, to the highest bidder:

Certain: Erf 14544, Strand, in the Municipality of the Strand, Stellenbosch Division, in extent 260 (two hundred and sixty) square metres, held by Deed of Transfer T75815/90, also known as 14 Zaida Street, Strand, 7140.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 24 November 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z20178.)

Case 17498/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited,** trading as United Bank Limited, Plaintiff, and **Mark Rex Terence Phipps,** First Defendant, and **Charlene Melanie Francisca Phipps,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Mitchells Plain, and writ of execution dated 14 October 1993, the following property will be sold in execution, in front of the Court-house for the District of Wynberg, on Wednesday, 26 January 1994 at 14:00, to the highest bidder:

Certain: Erf 481, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 130 (one hundred and thirty) square metres, held by Deed of Transfer T33383/93, also known as 29 Koornhoop Street, Westridge, Mitchells Plain, 7785.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: A double storey 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 24 November 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z21195.)

Saak 1393/89

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Nedcor Bank Beperk** (voorheen Nedperm Bank Beperk), Eiser, en **Shaukat Allie,** Eerste Verweerder, en **Asa Hassan,** Tweede Verweerder

Ingevolge 'n vonnis gegee deur die Landdroshof, Hermanus, op 28 Maart 1990, en 'n lasbrief vir uitvoering heruitgereik op 1 Desember 1993, sal die eiendom bekend as Erf 408, Hawston, synde Vleiweg, Hawston, geleë in die plaaslike gebied, Hawston, afdeling Caledon, groot 437 (vierhonderd sewe-en-dertig) vierkante meter, in eksekusie verkoop word op 28 Januarie 1994 om 11:00, te die Landdroshof, Hermanus, op die terme en voorwaardes wat onmiddellik voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Hermanus, en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprys onmiddellik na die verkoping betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 dae na die datum van verkoping.

2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente aan die Eiser op die kapitale bedrag bereken teen 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe, en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Woonhuis, winkel, slaghuis en motorafdak.

Gedateer te Strand op hierdie 14de dag van Desember 1993.

M. G. Lourens, vir Rowan & Pullen, Eerste Verdieping, Eerste Nasionale Bankgebou, Hoofweg, Strand.

Case 4716/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Christopher Michael Westhead,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Malmesbury dated 29 October 1992, 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 25 January 1994 at 11:00:

Erf 1340, Melkbosch Strand, in the Local Area of Melkbosch Strand, Cape Division, in extent 941 (nine hundred and forty-one) square metres.

Street address: 13 Tarentaal Way, Melkbosstrand.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed:

Entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom with toilet and shower, separate toilet and double 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, 11 St John's Street, Malmesbury.

(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 this 20th day of December 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 13195/93

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 **Graham Edward Beebe,** 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 45 Buitengracht Street, Richwood, on Tuesday, 1 February 1994 at 13:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 1245, Richmond Park, in the Municipality of Milnerton, Cape Division, in extent 451 square metres, and situated at 45 Buitengracht Street, Richwood.

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

A 96 square metre main dwelling, consisting of an entrance-hall, lounge/dining-room, kitchen, three bedrooms, bathroom with water closet, water closet with shower, and a 26 square metre outbuilding consisting of garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 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 17th day of December 1993.

W. D. Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1456/3814.)

Case 9925/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Warren Anthony Rowland,** First Defendant, and **Avril Pauline van der Merwe,** Second Defendant, and **Sheena May Rowland,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Kuils River Magistrate's Court, on Thursday, 10 February 1994 at 09:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 1039, Blue Downs, in the Lower Kuils River 1 Local Area, Division of Stellenbosch, in extent 399 square metres, and situated at 36 Valerie Crescent, Tuscany Glen, Eerste River.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 83 square metres main dwelling consisting of lounge, dining-room, kitchen, dressing room, three bedrooms, bathroom with shower and a water closet.

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.

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 17th day of December 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1382/3631.)

Saak 17012/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **ESKOM Finansieringsmaatskappy (Edms.) Beperk,** Eiser, en **Adriaan Anton Arie van Varik,** Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Kaapstad, en lasbrief tot uitwinning gedateer 17 Junie 1993, sal die volgende eiendom in eksekusie verkoop word, voor die Hofgebou vir die distrik Kaapstad, op Donderdag, 27 Januarie 1994 om 14:00, aan die hoogste bieër:

Sekere Erf 2908, Montague Gardens, in die munisipaliteit Milnerton, afdeling Kaap, groot 230 (tweehonderd en dertig) vierkante meter, gehou kragtens Transportakte T22797/1992, ook bekend as Gretna Green 30, Summer Green, Table View.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieër verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld, maar niks word gewaarborg nie: *Woonhuis:* Sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

3. *Betaling:* Tien persent (10%) van die koopprys moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen 'n koers van 16% (sestien persent) per jaar, bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Parow hierdie 15de dag van Desember 1993.

W. Saaiman, vir Van Niekerk Groenewoud & Van Zyl Ing., Prokureurs vir Eiser, Parowkamers 101, Voortrekkerweg 121, Parow; P.a. Balsillie Watermeyer & Cawood, Reserwebankgebou, Houtstraat 30, Kaapstad. (Verw. WS/IL/W53697.)

Saak 49369/90

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Trust Bank,** Eiser, en **A. V. Meyer,** en **N. Meyer,** Verweerders

Ter uitvoering van 'n vonnis van die Landdroshof in Wynberg, in bogenoemde saak en van 'n lasbrief vir eksekusie wat daarvolgens uitgereik is, sal die volgende eiendom by openbare veiling verkoop op 7 Februarie 1994 om 14:00, by die perseel te La Provinceweg 24, Westridge, Mitchells Plain, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer by die veiling uitgelees sal word:

Eiendom: Erf 549, Mitchells Plain, geleë in die Munisipaliteit van Kaapstad, afdeling Kaap, groot 230 vierkante meter, gehou kragtens Transportakte T58149/87, en onderhewig aan die voorwaardes daarin vervat of na verwys.

Beskrywing: Die volgende inligting word verstrek, maar niks word gewaarborg nie: Een woonhuis met baksteenmure met drie slaapkamers, badkamer, kombuis, sitkamer en woonstel bestaande uit slaapkamer, stoorkamer, badkamer en garage.

Betaalvoorwaardes: Tien persent (10%) van die koopprys is kontant betaalbaar onmiddellik na die veiling en betaling van die saldo tesame met rente daarop teen 29% (nege-en-twintig persent) per jaar, bereken van een maand na die veiling moet gewaarborg word deur 'n waarborg goedgekeur deur die Eiser se prokureurs en wat binne een maand na die veiling aan Eiser se prokureurs oorhandig moet word.

Verkoopvoorwaardes: Die eiendom word voetstoots verkoop en die koper is aanspreeklik vir die agterstallige belastings, heffings en rioolgelde gehef ten opsigte van die eiendom. Die volledige verkoopvoorwaardes lê ter insae in die kantoor van die prokureurs Ernst Strauss & Haasbroek, Voortrekkerweg 45, Goodwood.

Gedateer te Goodwood op hede die 9de dag van Desember 1993.

A. van Rhyn, vir Ernst Strauss & Haasbroek, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood.

Case 16603/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of Southern Africa Limited** (No. 05/01225/06), Plaintiff, and **Victoria Nomthandazo Rengoe,** Defendant

In the above matter a sale will be held on Tuesday, 25 January 1994 at 10:00, at the Wynberg Court-house, being:

All the right, title and interest in the leasehold in respect of Erf 28850, Khayelitsha, in the area of the City Council of Lingelethu West, Cape Division, measuring one hundred and eighty (180) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stand and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing is this respect is guaranteed): Single dwelling built with bricks under an asbestos tiled roof, consistng of approximately three bedrooms, dining-room, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this 9th day of December 1993.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, Grassy Park Shopping Centre, Victoria Road, Grassy Park. (Tel. 706-2873/4/5.)

Case 26498/93

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

ABSA Bank Limited, trading as United Bank Limited *versus* **Nazeem Price**

The following property will be sold in execution to the highest bidder, at public auction to be held in front of the Court-house for the District of Wynberg, on Wednesday, 26 January 1994 at 14:00:

Erf 34347, Cape Town, at Athlone, in the City of Cape Town, in extent 386 (three hundred and eighty-six) square metres, held by Deed of Transfer T25933/92 and situated at 24 Bromley Road, Athlone, 7764.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

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

A dwelling comprising an entrance-hall, lounge/dining-room, kitchen/dinette, laundry, TV-room, three bedrooms, bathroom/shower/w.c., bathroom/w.c.and single garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) 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. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 14th day of December 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z19711.)

Case 30236/93

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

ABSA Bank Limited, trading as United Bank Limited *versus* **Hilton Terence Meyer** and **Karenza Carol Ruth Meyer**

The following property will be sold in execution to the highest bidder at public auction to be held in front of the Court-house for the District of Wynberg, on Wednesday, 26 January 1994 at 14:00:

Erf 10440, Portion Erf 1213, Grassy Park, in the local area of Grassy Park, in extent 373 (three hundred and seventy-three) square metres, held by Deed of Transfer T39183/89 and situated at 13 Murtz Close, Grassy Park, 7945.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

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

A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c. and single garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen) 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. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Belville on the 14th day of December 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z20088.)

Saak 7994/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.,** voorheen bekend as Nedperm Bank Beperk, Vonnisskuldeiser, en **Edmund Victor John Bam,** Eerste Vonnisskuldenaar, en **Sonia Grace Bam,** Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros, Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 24 Januarie 1994 om 11:00, te Claretstraat 11, Nederburg Hoogtes, Paarl:

Erf 18397, Paarl, in die munisipaliteit en afdeling Paarl, groot 246 (tweehonderd ses-en-veertig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T9542/90 en geleë te Claretstraat 11, Nederburg Hoogtes, Paarl.

Onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig.

2. $\frac{1}{10}$ (een tiende) vandie koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende prima bankkoers van Nedcor Bank Beperk vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende Belasting op Toegevoegde Waarde.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl die 7de dag van Desember 1993.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 25780/93

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

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Anthony Johannes Prins,** First Defendant, and **Doreen Mavis Prins,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville and writ of execution dated 15 November 1993, the property listed hereunder, and commonly known as 5 Bletlerman Crescent, Extension 18, Belhar, will be sold in execution in front of the Magistrate's Court, Bellville, on Monday, 31 January 1994 at 14:00, to the highest bidder:

Erf 32849, Bellville, in the Local Area of Belhar, Cape Division, in extent 204 (two hundred and four) square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of December 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1580.)

Case 68063/92

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

In the matter between **NBS Bank Limited,** formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Diane Young,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 1 February 1993, the property listed hereunder, and commonly known as 82 Chukker Road, Kenwyn, will be sold in execution at the premises on Wednesday, 26 January 1994 at 12:00, to the highest bidder:

Erf 63466, Cape Town, at Lansdowne, in the Municipality of Cape Town, Administrative District of the Cape, in extent 283 (two hundred and eighty-three) square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 24th day of November 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1356.)

Case 1656/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Y. L. Ngeju,** Defendant

In execution of a judgment granted in the above Court on 25 October 1993, the following property will be sold by public auction at the Magistrate's Court, Grahamstown, on 21 January 1994 at 11:00:

The right, title and interest in the leasehold in respect of Erf 731, Kings Flats, Grahamstown, measuring 430 (four hundred and thirty) square metres, held under Deed of Transfer TL828/91.

The property consists of a house with two bedrooms, sitting-room, bathroom and kitchen.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.

2. All municipal and divisional council rates shall be paid in full prior to the transfer.

3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank- or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale.

4. The purchaser shall pay the auctioneer's charges on the day of the sale.

5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown, 6140.

Case 13430/93

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

Nedcor Bank Limited *versus* **Mlamli Stanley Gaika**

The property: All right, title and interest in the leasehold in respect of Erf 1616, Langa, in the area of Ikapa Town Council, Administrative District of the Cape, Zone 22, No. 67 Langa.

In extent 174 (one hundred and seventy-four) square metres.

Improvements (not guaranteed): Asbestos roof, brick walls, lounge, kitchen, two bedrooms and bathroom.

Date of sale: 27 January 1994 at 12:00.

Place of sale: Magistrate's Court, Goodwood.

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.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 8016/93

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 **Petrus Willemse,** First Defendant, and **Magrieta Willemse,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, and a warrant of execution dated 6 May 1993, the following property will be sold in execution on 26 January 1994 at 10:00, at the front of the Wynberg Magistrate's Court-house, Electric Road, Wynberg, to the highest bidder:

Certain Erf 6016, Grassy Park, measuring 304 (three hundred and four) square metres, known as 30 Eland Avenue, Lotus River, Cape Town.

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 area.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance together with 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, Wynberg, immediately prior to the sale, may be inspected at his office, Wynberg, and at the offices of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

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

E. A. Ronbeck, for Bredell & Murray, c/o Document Exchange, Plaintiff's Attorneys, 38 Short Market Street, Cape Town. (Docex. 204 Johannesburg.) [Tel. (011) 880-1864/7.] (Ref. Mrs Mazzola/Mrs van Zyl/W10.)

Case 55111/92

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

Zelda Gordon *versus* **D. A. Flanders**

The following property will be sold in execution on site for the District of Wynberg, on Monday, 24 January 1994 at 12:00, to the highest bidder:

Erf 33551, Athlone, in extent of 352 square metres, held by T11287/1986, T34592/1992, T34594/1992, situated at 43 Carrington Avenue, Athlone, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, brick walls under sink roof, office, two lounges, four bedrooms, two toilets and kitchen.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash or by means of a bank society guaranteed cheque at the time of the sale to the Sheriff with interest at the current rate of 18,5% (eighteen comma five per cent) per annum calculated on the full outstanding balance of the Plaintiff's claim for each month or part thereof from the date of sale to the date of registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered to the Plaintiff's conveyancers within fourteen (14) days of the date 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 which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Zelda Gordon & Associates, Attorneys for the Judgment Creditor, 574 Lansdowne Road, Lansdowne. (Ref. SD/Flanders.)

Case 55111/92

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

Zelda Gordon *versus* **D. A. Flanders**

The following property will be sold in execution on site for the District of Wynberg, on Monday, 24 January 1994 at 12:30, to the highest bidder:

Erf 41643, Athlone, in extent of 430 square metres, held by T17528/1963, situated at 31 Lascelles Road, Crawford, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, brick walls under asbestos roof, four bedrooms, kitchen, lounge and dining-room, toilet, bathroom and single garage.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash or by means of a bank society guarantee cheque at the time of the sale to the Sheriff with interest at the current rate of 18,5% (eighteen comma five per cent) per annum calculated on the full outstanding balance of the Plaintiff's claim for each month or part thereof from the date of sale to the date of registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered to the Plaintiff's conveyancers within fourteen (14) days of the date 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 which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Zelda Gordon & Associates, Attorneys for the Judgment Creditor, 574 Lansdowne Road, Lansdowne. (Ref. SD/Flanders.)

Case 40613/93

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

ABSA Bank Limited, trading as United Bank, *versus* **Marylyn Schulze**

The following property will be sold in execution at the site of the property, 38 Weltevreden Avenue, Rondebosch, Cape, on Tuesday, 1 February 1994 at 12:00, to the highest bidder:

Erf 47526, Cape Town, at Rondebosch, in extent 991 square metres, held by T36927/1973, situated at 38 Weltevreden Avenue, Rondebosch, Cape.

1. The following improvements are reported but not guaranteed: Dwelling, entrance, lounge/family room/dining-room, kitchen, four bedrooms, two bathroom/shower/toilet, garage, servant's room and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU1376/gl.)

Case 3278/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Cape of Good Hope Bank Ltd,** Judgment Creditor, and **Louise O'Hara,** Judgment Debtor

In the execution of the Judgment of the Magistrate's Court, Simon's Town, in the above matter, a sale will be held on Wednesday, 9 February 1994 at 10:00, and at the property of the following immovable property:

Remainder Erf 15306, Fish Hoek, in the Municipality of Fish Hoek, Division Cape, in extent 768 square metres, held by Deed of Transfer T32139/1990, situated at 99A Nelson Road, Fish Hoek, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: Semi-detached dwelling consisting of three bedrooms, lounge, kitchen, en suite, bathroom, garage and patio.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Simon's Town, and at the offices of the undermentioned auctioneers.

Steer & Co., Steer Building, 33 Loop Street, Cape Town.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/135148.)

Case 26990/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Mpumelelo Eric Peter,** and **Nomahamsanqa Mavis Peter**

In pursuance of a judgment dated 8 September 1993 and an attachment on 8 November 1993, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 21 January 1994 at 14:15:

Erf 10355, Motherwell NU4, situated in the area of the Town Council of Motherwell, in the Administrative District of Uitenhage, in extent 287 (two hundred and eighty-seven) square metres, situated at 12 Qolora Street, Motherwell NU4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey conventional dwelling under an asbestos roof, consisting of two bedrooms, bathroom, kitchen and lounge.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges of 4% (four per cent) are also payable on date of sale.

Dated the 15th day of December 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1225/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Limited *versus* **Zukile Lennox Nako**

In pursuance of a judgment dated 1 February 1990 and an attachment on 10 May 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 21 January 1994 at 14:15:

Erf 239, Motherwell NU3, in the Administrative District of Uitenhage, in extent 230 (two hundred and thirty) square metres, situated at 208 Khwalimanzi Street, Motherwell NU3, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey, brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges of 4% (four per cent) are also payable on date of sale.

Dated: 15 December 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 33724/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Limited *versus* **Wongile Melville Mkoko**

In pursuance of a judgment dated 27 October 1993 and an attachment on 14 December 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, 21 January 1994 at 14:15:

Erf 404, Motherwell NU5, in the Administrative District of Uitenhage, in extent 315 (three hundred and fifteen) square metres, situated at 50 Chalumna Street, Motherwell NU5, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge, study and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges of 4% (four per cent) are also payable on date of sale.

Date: 17 December 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak 402/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Volkskas Bank,** Eiser, en **André Wilson,** Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 28 Mei 1993, en 'n lasbrief tot eksekusie teen roerende goed gedateer 2 Junie 1993, gaan die ondergemelde, onroerende eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder te die Landdroskantore, Kimberley, op Donderdag, 20 Januarie 1994 om 10:00, deur die Balju van die Hooggeregshof van Kimberley, naamlik:

Sekere Erf 14693, geleë in die stad en distrik Kimberley, groot 912 vierkante meter, gehou kragtens Transport T1071/1992, beter bekend as Komatistraat 2, Riviera, Kimberley, bestaande uit drie-slaapkamerwoning, twee badkamers, sitkamer, eetkamer en swembad.

Verkoopvoorwaardes: Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju, Woodleystraat 36, Kimberley.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

Saak 4701/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Gwendoline Watson,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landroshof vir die distrik George, en 'n lasbrief vir eksekusie gedateer 30 November 1993 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 21 Januarie 1994 om 10:00, te die gegewe perseel naamlik:

Erf 6650, George, ook bekend as Bosduifstraat 3, George, in die munisipaliteit en afdeling George, groot 1 181 vierkante meter, gehou kragtens Transportakte T15577/78.

Verbeterings: Bestaande woonhuis met vier slaapkamers, kombuis, twee badkamers, sitkamer, eetkamer, gesinskamer, bykombuis, stoor, twee motorafdakke, swembad en buitekamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieër sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 17,5% (sewentien komma vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastings en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landroshof, George, Wellingtonstraat 36A, George, sowel as by die kantore van Raubenheimers, Die Sentrum, Hiberniastraat 72, George.

Gedateer te George hierdie 8ste dag van Desember 1993.

R. Engelbrecht, vir Raubenheimers Ing., Die Sentrum, Hiberniastraat 72, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Saak 13115/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Beperk,** Eksekusieskuldeiser, en **Ivan Golitaht,** Eerste Eksekusieskuldenaar, en **Margaret Denise Pienaar,** Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 26 Januarie 1993 om 10:45, op die perseel:

Erf 5511, Eersterivier, in die plaaslike gebied Blue Downs, afdeling Stellenbosch, groot 273 vierkante meter, gehou kragtens Transportakte T64867/90, ook bekend as Malutisingel 7, Gillcape, Eersterivier.

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 ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 16% (sestien persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Bestaande uit drie slaapkamers, kombuis, sitkamer, badkamer en toilet.

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, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 6de dag van Desember 1993.

A. J. Marais, vir Marais Müller, Prokureurs vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak 5115/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **Albert Windsor Coopstad,** Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 19 Julie 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op Donderdag, 27 Januarie 1994 om 10:00.

Sekere oorblywende gedeelte van Erf 4958, Kimberley, geleë in die munisipaliteit van die stad Kimberley, in die afdeling Kimberley, groot 1 935 vierkante meter, gehou kragtens Transportakte T1898/1988, ook bekend as Lynchweg 29, Homestead, Kimberley.

Die verbeterings staan uit 'n losstaande huis met drie slaapkamers, kombuis, eetkamer, familiekamer, badkamer, sitkamer en motorafdak, maar niks word gewaarborg nie.

Verkoopvoorwaardes: Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige Afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 2499/93

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Delycia Freda du Plessis,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 21 July 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 24 January 1994 at 10:45:

Erf 1090, Eversdale, in the Municipality of Bellville, Cape Division, in extent 1 079 (one thousand and seventy-nine) square metres.

Street address: 91 Panorama Avenue, Stellenberg, Bellville.

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, two bathrooms/shower/toilet, kitchen, dining-room, lounge, scullery, TV-room, study, outside room with toilet and shower, swimming-pool and double 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 16,5% (sixteen 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 21st day of December 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 2500/93

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

In the matter between **The Standard Bank of South Africa Limited,** Execution Creditor, and **Delycia Freda du Plessis,** Execution Debtor

In terms of a jugment granted by the Magistrate's Court for the District of Bellville, dated 9 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 24 January 1994 at 11:30:

Erf 16412, Bellville, in the Municipality of Bellville, Cape Division, in extent 638 (six hundred and thirty-eight) square metres.

Street address: 79 Sonneblom Street, Stellenberg, Bellville.

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 Magistrate's Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed:

Entrance-hall, lounge, dining-room, family room, kitchen, three bedrooms, 1½ bathrooms/w.c. and double 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 16,5% (sixteen 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 14 (fourteen) days of the date of sale.

Dated at Bellville on this 21st day of December 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 945/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **J S Construction (Pty) Limited**

The following property will be sold in execution by public auction held at corner of Church and All Saints Streets, Bredasdorp, to the highest bidder on 27 January 1994 at 11:00:

Erf 801, Bredasdorp in the Municipality and Division of Bredasdorp, in extent 773 (seven hundred and seventy-three) square metres, Remainder of Erf 800, Bredasdorp, in the Municipality and Division of Bredasdorp, remaining extent 130 (one hundred and thirty) square metres, held by Deed of Transfer T51931/87, situated at corner of Church and All Saints Street, Bredasdorp.

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, lounge/dining-room and bathroom/toilet/shower.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 7th day of December 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 31115/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **ABSA Bank Beperk,** handeldrywende as United Bank, Vonnisskuldeiser, en **P. J. Rens,** Vonnisskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Kaapstad, en lasbrief tot uitwinning, gedateer 20 Januarie 1993, sal die volgende eiendom in eksekusie verkoop word by die perseel te Joostenbergvlakte, op Donderdag, 27 Januarie 1994 om 12:00, aan die hoogste bieër:

Sekere: Erf 97, gedeelte van Gedeelte 78, van die plaas Joostenbergvlakte 728, in die afdeling Paarl, groot 8 179 (agtduisend eenhonderd sewe-en-negentig) vierkante meter, gehou kragtens Transportakte TT41144/91, ook bekend as Eldorado, Joostenbergvlakte, 7569.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieër verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld, maar niks word gewaarborg nie:

Woonhuis: Sitkamer, eetkamer, TV-kamer, studeerkamer, kombuis, waskamer, dubbelgarage, werkwinkel/stoorkamer, swembad en hoenderhok.

3. *Betaling:* Tien persent (10%) van die koopprys sal kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die koers van 28,75% (agt-en-twintig komma sewe vyf persent) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en in geval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne 14 (veertien) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Hof.

Gedateer te Kaapstad op hierdie 13de dag van Desember 1993.

G. Visser, vir Malan Laäs & Scholtz, Eiser se Prokureur, 14de Verdieping, Trustbanksentrum, Adderleystraat, Kaapstad. [Tel. (021) 419-5880/1/2.] (Ref. GJV/npZ16051.)

Saak 1260/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE POSTMASBURG

In die saak tussen **Nedperm Bank Beperk,** Eiser, en **Wayne Honiball,** Verweerder

Neem kennis dat kragtens 'n vonnis in hierdie Agbare Hof, toegestaan op 9 November 1993, is die volgende eiendom per geregtelike veiling te koop op 21 Januarie 1994 om 10:00, te die Landdroskantoor, Postmasburg, naamlik:

Sekere: Erf 45, Postmasburg, geleë in die munisipaliteit Postmasburg, afdeling Hay, groot 1 937 (eenduisend negehonderd sewe-en-dertig) vierkante meter, gehou kragtens Transportakte T1832/90, 'n woonhuis met buitegeboue en wat geleë is te Brownstraat 4, Postmasburg, op die volgende voorwaardes, naamlik:

1. Dat die verkoopvoorwaardes onmiddellik voor die verkoping by die Landdroshof, Postmasburg, voorgelees sal word deur die Balju.

2. Dat die gemelde verkoopvoorwaardes na datum hiervan en voor die datum van die veiling beskikbaar is by die kantore van André de Beer, prokureur vir Eiser.

3. Dat onmiddellik na die toeslaan van die bod 'n bedrag van minstens 10% (tien persent) van die verkoopprys betaal word aan die Balju.

4. Dat die balans van die koopprys deur die koper betaalbaar is teen registrasie van oordrag van die eiendom in sy naam as sekuriteit waarvoor hy binne 14 (veertien) dae na datum van die veiling 'n aanvaarbare bank- of bouverenigingwaarborg lewer aan die Balju.

Geteken te Postmasburg op hierdie 8ste dag van Desember 1993.

André de Beer, Prokureur vir Eiser, Posbus 18, Bostraat 24, Postmasburg.

Saak 2961/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **Transnet Beperk,** Eiser, en **B. S. Letsapa,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 26 November 1993, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 29 Januarie 1994 om 10:00, voor die Landdroskantore, Vryburg, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 2544, Huhudi, geleë in die Administratiewe Distrik Vryburg, afdeling Vryburg, groot 329 (driehonderd nege-en-twintig) vierkante meter, ook bekend as Pitsostraat 2544, Huhudi, Vryburg.

Voorwaardes: Een tiende (1/10) van die koopprys in kontant of deur middel van 'n bank-gewaarborgde tjek aan die Balju, vir die rekening van die vonnisskuldeiser, betaling waarvan op die verkoopdatums moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank-bouverenigingwaarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 15de dag van Desember 1993.

Dawid Viviers, p/a Du Plessis-Viviers, Prokureur vir Eiser, Markstraat 136, Posbus 2010, Vryburg, 8600.

Saak 2960/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **Transnet Beperk,** Eiser, en **P. W. Lamone,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 26 November 1993, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 29 Januarie 1994 om 10:00, voor die Landdroskantore, Vryburg, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 2373, Huhudi, geleë in die Administratiewe Distrik Vryburg, afdeling Vryburg, groot 315 (driehonderd-en-vyftien) vierkante meter, ook bekend as Pitsostraat 2373, Huhudi, Vryburg.

Voorwaardes: Een tiende (1/10) van die koopprys in kontant of deur middel van 'n bank-gewaarborgde tjek aan die Balju, vir die rekening van die vonnisskuldeiser, betaling waarvan op die verkoopsdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank of bouverenigingwaarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 15de dag van Desember 1993.

Dawid Viviers, p/a Du Plessis-Viviers, Prokureur vir Eiser, Markstraat 136, Posbus 2010, Vryburg, 8600.

Saak 5830/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Bankfin,** Vonnisskuldeiser, en **Renier Adriaan Lodewikus du Toit,** Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros, Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 17 Januarie 1994 om 10:30, te Hoofstraat 89A, Paarl, naamlik:

Restant van Erf 2594, Paarl, in die Munisipaliteit en Afdeling Paarl, groot 253 (tweehonderd drie-en-vyftig) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Transportakte T69529/92, en geleë te Hoofstraat 89A, Paarl, onderhewig aan die veilingvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig.

2. Een tiende (1/10) van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende prima bankkoers van Nedcor Bank Beperk vanaf die datum van die geregtelike veiling tot die datum van regstrasie van oordag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende B.T.W.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

Gedateer te Paarl hierdie 7de dag van Januarie 1994.

Van Wyk Gaum Fouchee Ing., Eksekusieskuldeiser se Prokureurs, Hoofstraat 345, Paarl.

Case 25095/93

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

ABSA Bank Limited, trading as United Bank Limited *versus* **Moegsien Noordien, Rashieda Noordien, Mogamat Davids** and **Yunus Davids**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg, on Wednesday, 26 January 1994 at 14:00:

Erf 2560, Grassy Park at Lotus River, in the local area of Grassy Park, in extent 542 (five hundred and fourty-two) square metres, held by Deed of Transfer T79443/91 and situated at 47 Zeekoe Road, Grassy Park, 7945.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, six bedrooms, two bathrooms, two w.c.'s, double garage, s/quarters.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) 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. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 15th day of December 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z19282.)

Case 19882/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank Limited, *versus* **Rhoda Oosthuizen**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg, on Wednesday, 26 January 1994 at 14:00:

Erf 41037, Mitchells Plain, in the Municipality of Cape Town, in extent 328 (three hundred and twenty-eight) square metres, held by Deed of Transfer T65969/91 and situate at 29 Yvonne Street, Morgenster, Mitchells Plain, 7785.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

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:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) 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 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 15th day of December 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z21960.)

Case 7834/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Donavun Aden Joseph** and **Denise Elizabeth Joseph**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Paarl, on Tuesday, 25 January 1994 at 10:00:

Erf 16595, Paarl, in the Municipality of Paarl, in extent 200 (two hundred) square metres, held by Deed of Transfer T25020/92 and situated at 7 Sharp Street, Dalvale, Paarl, 7646.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Paarl.

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:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) 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 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 15th day of December 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22182.)

Case 11370/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank Limited, *versus* **Abrey Benjamin Neethling** and **Denise Sophia Neethling**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg, on Wednesday, 26 January 1994 at 14:00:

Erf 22363, Mitchells Plain, in the Municipality of Cape Town, in extent 240 (two hundred and forty) square metres, held by Deed of Transfer T45981/92 and situated at 67 Klipspringer Street, Eastridge, Mitchells Plain, 7785.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

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:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per centum) 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 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on the 7th day of December 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z19421.)

Case 18853/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Limited, trading as Allied Bank, *versus* **Daniel Hendricks** and **Ruth Mavis Hendricks**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, corner of Lion and Orphan Streets, Cape Town, 8001, on Tuesday, 25 January 1994 at 10:30:

Erf 145936, Cape Town, portion Erf 3031, in the Municipality of Cape Town, in extent 683 (six hundred and eighty-three) square metres, held by Deed of Transfer T43476/92 and situated at corner of Lion and Orphan Streets, Cape Town, 8001.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Cape Town.

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

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16% (sixteen per centum) 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 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on the 7th day of December 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z19851.)

Case 1481/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Mr S. Parker,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 16063, measuring 207 square metres, held by the Execution Debtor under Deed of Transfer T53785/1990, dated 6 September 1990, popularly known as 48 Alberton Street, Portlands, Mitchells Plain.

The property consists of brick residence under tiled roof consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% (twenty-one per cent) 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 pay—

(a) 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. (Tel. 21-5120.) (Ref. Miss R. Simmer/KT:M1088.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 17883/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Mr I. G. Minnaar,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 16152, measuring 234 square metres, held by the Execution Debtor under Deed of Transfer T70386/1990, dated 22 November 1990, popularly known as 2 Montevideo Street, Portlands, Mitchells Plain.

The property consists of brick residence under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) 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 pay—

(a) 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. (Tel. 21-5120.) (Ref. Miss R. Simmer/KT:M1225.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 4392/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Mr C. C. Robertson,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 24773, measuring 162 square metres, held by the Execution Debtor under Deed of Transfer T59429/1987, dated 7 December 1987, popularly known as 20 Aalwyn Road, Lentegeur, Mitchells Plain.

The property consists of single dwelling brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% (twenty-one per cent) 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 pay—

(a) 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. (Tel. 21-5120.) (Ref. Miss R. Simmer/KT:M1117.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 43378/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **R W S Investments CC,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 103708, measuring 2 709 square metres, held by the Execution Debtor under Deed of Transfer T68000/1990, dated 13 November 1990, popularly known as 198 Lansdowne Road, Lansdowne.

The property consists of ground floor shop.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) 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 pay—

(a) 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. (Tel. 21-5120.) (Ref. Miss R. Simmer/KT:M1186.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 19072/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **R. A. Botha,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 25966, measuring 148 square metres, held by the Execution Debtor under Deed of Transfer T46502/1987, dated 29 September 1987, popularly known as 96 Kameeltjie, Lentegeur, Mitchells Plain.

The property consists of semi-detached brick dwelling under an asbestos roof including three bedrooms, bathroom/toilet, kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) 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 pay—

(a) auctioneers 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. Mrs Castle/M1228.)

Case 18006/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **A. C. Kruger,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 14014, measuring 202 square metres, held by the Execution Debtor under Deed of Transfer T71250/1991, dated 13 November 1991, popularly known as 21 Stearma, Rocklands, Mitchells Plain.

The property consists of semi-detached brick residence under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) 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 pay—

(a) auctioneers 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. Mrs Castle/1322.)

Case 18909/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **G. Marthinisen,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 33089, measuring 247 square metres, held by the Execution Debtor under Deed of Transfer T54005/1991, dated 29 August 1991, popularly known as 65 Olumpic Street, Beacon Valley, Mitchells Plain.

The property consists of single dwelling under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) 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 pay—

(a) auctioneers 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. (Tel. 21-5120.) (Ref. Miss R. Simmer/KT:M1291.)

Case 63651/91

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **C. R. Williams,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 4632, measuring 168 square metres, held by the Execution Debtor under Deed of Transfer T9139/1989, dated 16 February 1989, popularly known as 27 Baakens Way, Portlands, Mitchells Plain.

The property consists of semi-detached brick residence under tiled roof, consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 18,5% (eighteen comma five per cent) 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 pay—

(a) auctioneers 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. (Tel. 21-5120.) (Ref. Miss R. Simmer/KT:M1093.)

Case 3324/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **V. A. Barnes,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 42451, measuring 495 square metres, held by the Execution Debtor under Deed of Transfer T58070/1990, dated 26 September 1990, popularly known as 59 Clive Road, Crawford.

The property consists of dwelling of brick walls under tiled roof, consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) 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 pay—

(a) auctioneers 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. Mrs Castle/M1284.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 13845/91

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **I. Abrahams,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 5703, measuring 212 square metres, held by the Execution Debtor under Deed of Transfer T43261/1985, dated 26 November 1985, popularly known as 12 Mersey Close, Portlands, Mitchells Plain.

The property consists of brick residence under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 22% (twenty-two per cent) 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 pay—

(a) auctioneers 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. Mrs Castle/M576.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 3534/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **A. J. Arendse,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 33141, measuring 253 square metres, held by the Execution Debtor under Deed of Transfer T14469/1987, dated 3 April 1987, popularly known as 35 Alpine Street, Beacon Valley, Mitchells Plain.

The property consists of single brick dwelling under a tiled roof, including approximately three bedrooms, bathroom/toilet, kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) 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 pay—

(a) auctioneers 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. Mrs Castle/M1215.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 12069/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **G. Kolbe,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 13194, measuring 380 square metres, held by the Execution Debtor under Deed of Transfer T4748/1990, dated 29 January 1990, popularly known as 22 Beaufighter, Rocklands, Mitchells Plain.

The property consists of brick residence under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) 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 pay—

(a) auctioneers 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. Mrs Castle/M1267.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 68893/92

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

In the matter between **Western Cape Regional Services Council,** Plaintiff, and **N. G. Ngumbela,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 21 April 1993, the property listed hereunder, and commonly known as 16 Dickens Drive, Mandalay, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 February 1994 at 10:00, to the highest bidder:

Erf 412, portion of Erf 778, Mandalay, situated in the Local Area of Mandalay, Cape Division, in extent 512 square metres.

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

Single dwelling, brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town this 21st day of December 1993.

Coll, for Syfret Godlonton-Fuller Moore Inc., 10th Floor, NBS Waldorf, St Georges Mall, Cape Town. [Ref. Coll/WW/75526 (19).]

Case 290/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **S. Isaacs,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, *viz*:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 26284, measuring 148 square metres, held by the Execution Debtor under Deed of Transfer T17966/1991 (dated 27 March 1991), popularly known as 79 Lobelia, Lentegeur, Mitchells Plain.

The property consists of brick dwelling consisting of approximately three bedrooms, bathroom, kitchen, lounge, under an asbestos roof and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma two five per cent) 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. Mrs Castle/M1245.)

Case 5146/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **S. A. Blaauw,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, *viz*:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 3575, measuring 220 square metres, held by the Execution Debtor under Deed of Transfer T11136/1989 (dated 27 February 1989), popularly known as 4 Wuppertalhof, Westridge, Mitchells Plain.

The property consists of brick dwelling consisting of approximately three bedrooms, bathroom, kitchen, lounge and under an asbestos roof.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% (twenty-one per cent) 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. Mrs Castle/M898.)

Case 7874/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Miss Z. Everts** (Abrahams), Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, *viz*:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 69490, measuring 1 199 square metres, held by the Execution Debtor under Deed of Transfer T3334/1979 (dated 20 February 1979), popularly known as 60 Broad Road, Wynberg.

The property consists of single-storey semi-detached dwelling built of brick under zinc, consisting of approximately three bedrooms, bathroom, lounge and kitchen.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 21% (twenty-one per cent) 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. Mrs Castle/M1131.)

Saak 2258/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **John Brian Revell,** Verweerder

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik Humansdorp, en lasbrief vir uitwinning gedateer 2 November 1993, sal die volgende eiendom in eksekusie verkoop word voor die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, op Vrydag, 28 Januarie 1994 om 10:30, aan die hoogste bieër:

Erf 14, Paradysstrand, geleë in die munisipaliteit Jeffreysbaai, afdeling Humansdorp, groot 1 133 (eenduisend eenhonderd drie-en-dertig) vierkante meter, gehou kragtens Transportakte T74608/90, ook bekend as King Fisherstraat 14, Paradysstrand.

1. Die eiendom sal verkoop word aan die hoogste bieër, sonder voorbehoud, en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en reëls.

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskap-leningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouvereningingwaarborg binne dertig (30) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring hoewel geen waarborg in verband hiermee gegee word nie: Woonhuis.

Die verkoopvoorwaardes sal voor die aanvang van die veiling voorgelees word en sal by die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, ter insae lê.

Gedateer te Jeffreysbaai op hierdie 27ste dag van Desember 1993.

J. C. Visser, vir J. C. Visser & Kie., Hoofstraat 76, Humansdorp.

Saak 2259/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **John Brian Revell,** Verweerder

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik Humansdorp, en lasbrief vir uitwinning gedateer 2 November 1993, sal die volgende eiendom in eksekusie verkoop word voor die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, op Vrydag, 28 Januarie 1994 om 10:30, aan die hoogste bieër:

Erf 2181, Jeffreysbaai, geleë in die munisipaliteit Jeffreysbaai, afdeling Humansdorp, groot 600 (seshonderd) vierkante meter, gehou kragtens Transportakte T28784/90, ook bekend as Kiepersolstraat 20, Jeffreysbaai.

1. Die eiendom sal verkoop word aan die hoogste bieër, sonder voorbehoud, en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en reëls.

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskap-leningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouvereningingwaarborg binne dertig (30) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring hoewel geen waarborg in verband hiermee gegee word nie: Woonhuis.

Die verkoopvoorwaardes sal voor die aanvang van die veiling voorgelees word en sal by die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, ter insae lê.

Gedateer te Jeffreysbaai op hierdie 27ste dag van Desember 1993.

J. C. Visser, vir J. C. Visser & Kie., Hoofstraat 76, Humansdorp.

Saak 2260/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **John Brian Revell,** Verweerder

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik Humansdorp, en lasbrief vir uitwinning gedateer 2 November 1993, sal die volgende eiendom in eksekusie verkoop word voor die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, op Vrydag, 28 Januarie 1994 om 10:30, aan die hoogste bieër:

Erf 34, Astonbaai, geleë in die munisipaliteit Jeffreysbaai, afdeling Humansdorp, groot 640 (seshonderd-en-veertig) vierkante meter, gehou kragtens Transportakte T13181/90, ook bekend as Woodpeckerstraat 98, Astonbaai.

1. Die eiendom sal verkoop word aan die hoogste bieër, sonder voorbehoud, en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en reëls.

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskap-leningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouvereningingwaarborg binne dertig (30) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring hoewel geen waarborg in verband hiermee gegee word nie: Woonhuis.

Die verkoopvoorwaardes sal voor die aanvang van die veiling voorgelees word en sal by die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, ter insae lê.

Gedateer te Jeffreysbaai op hierdie 27ste dag van Desember 1993.

J. C. Visser, vir J. C. Visser & Kie., Hoofstraat 76, Humansdorp.

Case 67822/92

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

In the matter between **Western Cape Regional Services Council,** Plaintiff, and **S. Nebe,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 26 April 1993, the property listed hereunder, and commonly known as 6 Petershof Avenue, Hout Bay, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 February 1994 at 10:00, to the highest bidder:

Erf 3335, Hout Bay, situated in the Local Area of Hout Bay, Cape Division, in extent 1 387 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, brick walls under a tiled roof, consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms and granny flat.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town this 21st day of December 1993.

Coll, for Syfret Godlonton-Fuller Moore Inc., 10th Floor, NBS Waldorf, St Georges Mall, Cape Town. [Ref. COLL/WW/75483 (17).]

Case 36836/92

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

In the matter between **Western Cape Regional Services Council,** Plaintiff, and **N. A.** and **N. G. Masutha,** Defendants

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 18 September 1992, the property listed hereunder, and commonly known as 36 Venter Street, Mandalay, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 February 1994 at 10:00, to the highest bidder:

Erf 644, Mandalay, situated in the Local Area of Mandalay, Cape Division, in extent 560 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom/toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town this 17th day of December 1993.

Coll, for Syfret Godlonton-Fuller Moore Inc., 10th Floor, NBS Waldorf, St George's Mall, Cape Town. [Ref. Coll/WW/74650 (40).]

Case 69000/92

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

In the matter between **Western Cape Regional Services Council,** Plaintiff, and **M. C. Gagayi,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 26 April 1993, the property listed hereunder, and commonly known as 6 Lara Close, Upper Merrydale, Mandalay, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 February 1994 at 10:00, to the highest bidder:

Erf 1603, Mandalay, situated in the Local Area of Mandalay, Cape Division, in extent 544 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town this 15th day of December 1993.

Coll, for Syfret Godlonton-Fuller Moore Inc., 10th Floor, NBS Waldorf, St George's Mall, Cape Town. [Ref. Coll/WW/75569 (4).]

Case 68559/92

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

In the matter between **Western Cape Regional Services Council,** Plaintiff, and **V. N. Tiwana,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 28 April 1993, the property listed hereunder, and commonly known as 12 Simon Place, Mandalay, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 February 1994 at 10:00, to the highest bidder:

Erf 1997, Mandalay, situated in the Local Area of Mandalay, Cape Division, in extent 621 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town this 21st day of December 1993.

Coll, for Syfret Godlonton-Fuller Moore Inc., 10th Floor, NBS Waldorf, St George's Mall, Cape Town. [Ref. Coll/WW/75611 (12).]

Saak 2257/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Saambou Bank Beperk,** Eiser, en **John Brian Revell,** Verweerder

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik Humansdorp, en 'n lasbrief vir uitwinning gedateer 2 November 1993, sal die volgende eiendom in eksekusie verkoop word voor die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, op Vrydag, 28 Januarie 1994 om 10:30, aan die hoogste bieër:

Erf 232, Astonbaai, geleë in die Munisipaliteit van Jeffreysbaai, afdeling Humansdorp, groot 364 (driehonderd vier-en-sestig) vierkante meter, gehou kragtens Transportakte T17004/90, ook bekend as Flamingostraat 22, Astonbaai.

1. Die eiendom sal verkoop word aan die hoogste bieër, sonder voorbehoud, en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en reëls.

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskap-leningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingwaarborg binne dertig (30) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in die verband hiermee gegee word nie: Woonhuis.

Die verkoopvoorwaardes sal voor die die aanvang van die veiling voorgelees word en sal by die kantoor van die Balju vir die Landdroshof, Hoofstraat 3, Humansdorp, ter insae lê.

Gedateer te Jeffreysbaai op hierdie 27ste dag van Desember 1993.

J. C. Visser, vir J. C. Visser & Kie., p.a. Hoofstraat 76, Humansdorp, 6300.

Case 28814/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Herold Gie Agencies (Pty) Limited,** Judgment Creditor, and **Aziz Dollie,** Judgment Debtor

In execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 25 January 1993 at 10:00, in front of the Magistrate's Court, Wynberg, of the immovable property referred to below:

Erf 124406, Cape Town at Athlone, situated in the Municipality of Cape Town, Cape Division, in extent 300 (three hundred) square metres, held by Deed of Transfer T32532/93, and subject to such conditions as are contained or referred to therein, also known as 95 Stonelands Road, Hanover Park and consisting of a double-storey building of brick walls under an asbestos roof with a shop downstairs and a flat upstairs.

The said information is furnished in good faith but is not guaranteed.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price together with interest at the ruling interest rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the office of the Sheriff of the Court at Wynberg.

Herold Gie & Broadhead Inc, for H. C. Stubbings, Attorneys for Judgment Creditor, 8 Darling Street, Cape Town, 8001. (Ref. HCS/gr/135977/55427.)

Case 33178/92

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

In the matter between **First National Bank of SA Ltd,** Plaintiff, and **Anthony Sydney Brown,** First Defendant, and **Cecilia Elizabeth Brown,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 4 December 1992, the undermentioned property will be sold in execution at the Magistrate's Court, Bellville, Monday, 24 January 1994 at 10:00:

Erf 1809 Delft, in the Local Area of Blue Downs, Administrative District of Cape, measuring 281 (two eight one) square metres, comprising of lounge, dining-room, two bedrooms, bathroom, toilet, garage and under tiled roof, and known as 31 Rosendal Street, Voorbrug, Delft.

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 centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange and the unpaid balance together with interest thereon at the bank's ruling rate of interest from the date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the office of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this the 20th day of December 1993.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 13772/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **South African Mutual Mortgage Investment Corporation (Proprietary) Limited,** Plaintiff, and **Edward Louis Joubert,** Defendant

Pursuant to the judgment of the above Court granted 18 November 1993, and writ of execution issued thereafter, the undermentioned property will be sold in execution on Wednesday, 26 January 1994 at 12:00, at 24 Chat Road, Rocklands, Mitchells Plain.

Erf 9578, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent one hundred and fifty-four (154) square metres, held by Deed of Transfer T51156/88, known as 24 Chat Road, Rocklands, Mitchells Plain.

The following buildings are situated on the property although in this respect nothing is guaranteed:

A single storey semi-detached dwelling-house, two bedrooms, bathroom, kitchen, lounge, garage and carport.

Conditions of sale: 10% (ten per centum) of the purchase price together with the Sheriff's charges in cash or by means of bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank, building society or other acceptable guarantee to be furnished within thirty (30) days from the date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Acting Sheriff of the Supreme Court for the District of Mitchells Plain, Maynard Road, Wynberg, 7800.

Signed at Cape Town on this the 17th day of December 1993.

M. D. Emmett, for Walker Malherbe Godley & Field, Plaintiff's Attorneys, 1505 Pleinpark, Plein Street, Cape Town. (Ref. M. D. Emmett/j.og/W44157.)

Case 18509/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Western Cape Regional Services Council,** Plaintiff, and **J. H. & H. M. Prins,** Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 22 February 1993, the property listed hereunder, and commonly known as 18 Bower Street, Mandalay, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 February 1994 at 10:00, to the highest bidder:

Erf 734, Mandalay situated in the local area of Mandalay, Cape Division, in extent 504 (five hundred and four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom/toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town on this the 17th day of December 1993.

Coll, for Syfret Godlonton-Fuller Moore Inc, 10th Floor, NBS Waldorf, St Georges Mall, Cape Town. [Ref. Coll/WW/74655 (3).]

Case 6903/93

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

ABSA Bank Limited, trading as United Bank *versus* **Neil Robert Maritz**

The following property will be sold in execution at the site of the property, 102 Cook Street, Goodwood, Cape, on Tuesday, 1 February 1994 at 11:00, to the highest bidder:

Remainder Erf 5154, Goodwood, in extent 497 square metres, held by T61138/1989, situated at 102 Cook Street, Goodwood, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge/dining-room, family room, kitchen, laundry, four bedrooms, bathroom/toilet, bathroom/shower/toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0247/gl.)

Case 4402/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Graham Samuel Lawrence, Tersia Georginia Lawrence, Frederick Samuel Lawrence** and **Susanna Annetta Lawrence**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 31 January 1994 at 09:00, to the highest bidder:

Erf 1453, Scottsdene, in extent 542 square metres, held by T55649/1990, situated at 198 Buiten Crescent, Scottsdene, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, four bedrooms and bathroom/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 Riebeek Street, Cape Town. (Ref. D2U0519/gl.)

Case 18810/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Martin Joseph** and **Charlotte Joseph**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 2 February 1994 at 10:00, to the highest bidder:

Erf 40666, Mitchells Plain, in extent 308 square metres, held by 58491/1988, situated at 5 Alta Close, Morgenster, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 aproved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0513/gl.)

Case 28814/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Herold Gie Agencies (Pty) Limited,** Judgment Creditor, and **Aziza Dollie,** Judgment Debtor

In execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 1 February 1994 at 09:30, on site of the immovable property referred to below:

Erf 12593, Cape Town at Woodstock, situated in the Municipality of Cape Town, Cape Division, in extent 490 m^2 (four hundred and ninety square metres), held by Deed of Transfer T33079/1993 and subject to such conditions as are contained or referred to therein, also known as 94 Chester Road, Woodstock, and consisting of a four-bedroomed house comprising of a dining-room, kitchen, toilet, bathroom and single garage.

The said information is furnished in good faith but is not guaranteed.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price together with interest at the ruling interest rate to be paid against registration of transfer, and received within 14 (fourteen) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected with reference to Erf 124406, Athlone, at the offices of the Sheriff of the Court at Wynberg and with reference to Erf 12593, Woodstock, which may be inspected at the offices of the Sheriff of the Court, Cape Town.

H. C. Stubbings, for Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town, 8001. (Ref. HCS/gr/135977/55427.)

Case 1831/91

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and C. Wouterson, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 43174, measuring 281 square metres, held by the Execution Debtor under Deed of Transfer T10883/1989, dated 24 February 1989, popularly known as 15 Teachers Way, Strandfontein Village.

The property consists of brick residence under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 22% (twenty-two per cent) 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 pay—

(a) 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. (Tel. 21-5120.) (Ref. Miss R. Simmer/KT:M689.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 28880/93

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **E. W. A. Timm,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 15 February 1994 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 61866, measuring 569 square metres, held by the Execution Debtor under Deed of Transfer T8347/1988, dated 16 February 1988, popularly known as 16 Blomvlei Road, Lansdowne.

The property consists of consisting of brick walls under tiled roof, consisting of four bedrooms, lounge, kitchen, bathroom and w.c. and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 17,25% (seventeen comma five two per cent) 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 pay—

(a) 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. (Tel. 21-5120.) (Ref. Miss R. Simmer/KT:M1327.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 20421/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Lincoln Mews Body Corporate,** Plaintiff, and **B. A. Garcia** (formerly B. A. Smith), Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, dated 30 July 1993, the following will be sold in execution on 27 January 1994 at 09:30, on site to the highest bidder:

Section 5, Lincoln Mews, on Section Plan SS176/84, 85 (eighty-five) square metres, held by Certificate of Registered Title ST1308/1991, situated at 5 Lincoln Mews, Camden Street, Brooklyn.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 69019/92

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

In the matter between **Western Cape Regional Services Council,** Plaintiff, and **N. K. Lubaxa,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 29 April 1993, the property listed hereunder, and commonly known as 106 Dickens Drive, Mandalay, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 February 1994 at 10:00, to the highest bidder:

Erf 1730, Mandalay, situated in the Local Area of Mandalay, Cape Division, in extent 480 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town this 23rd day of December 1993.

Syfret Godlonton-Fuller Moore Inc., 10th Floor, NBS Waldorf, St Georges Mall, Cape Town. [Ref. COLL/WW/75580 (23).]

Case EL220/93

IN THE SUPREME COURT OF SOUTH AFRICA

(East London Circuit Local Division)

In the matter between **The Municipality of the City of East London,** Plaintiff, and **Industrial Activity CC,** Defendant

In pursuance of a judgment granted on 22 June 1993 and a writ issued in terms thereof the undermentioned property will be sold in execution on 21 January 1994 at 10:00, at the premises being 8 Schoof Street, Wilsonia, East London, namely:

Erf 28702 (a portion of Erf 1010), East London, Municipality and Division of East London, in extent one comma eight seven zero five (1,8705) hectares, description 8 Schoof Street, Wilsonia, East London, consisting of offices measuring 203 square metres, factory measuring 1 155 square metres, transformer room measuring 38 square metres.

The sale will be without reserve and the full conditions of sale will be read out by the auctioneer at the sale and will in the meantime be available for inspection at the offices of the Sheriff at 18 Moore Street, Quigney, East London.

Dated at East London on this 26th day of November 1993.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. L. Kemp/CG/C03659.)

Case 29552/91

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

In the matter between **United Bank,** Judgment Creditor, and **Baderoen Charles,** First Judgment Debtor, and **Annie Somaya Charles,** Second Judgment Debtor

In pursuance of a judgment granted on 25 July 1991, in the Wynberg Magistrate's Court, the following property will be sold to the highest bidder on 26 January 1994 at 14:00, at Wynberg Court-house:

Description: Erf 1056, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent three hundred and fifty (350) square metres, postal address 43 Washington Drive, Weltevreden Valley.

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

Held by Deed of Transfer 52376/89.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19,75% (nineteen comma seven five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 28th day of December 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W34562/HVN/Mrs Wolmarans.)

Case 11007/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limted** (formerly United Bank Limited), Plaintiff, and **E. Cupido,** First Defendant, and **Mrs M. Cupido,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 3 September 1993, the following will be sold in execution on 26 January 1994 at 14:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 529 (portion of Erf 448), Weltevreden Valley, 371 (three hundred and seventy-one) square metres, held by Deed of Transfer T31567/89, situate at 58 Goodison Park Road, Weltevreden Valley, 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 centum (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 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.

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 8287/93

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

ABSA Bank Limited, trading as United Bank *versus* **Neil Jacques Cornelius May** and **Petronella Dinah Janet May**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Thursday, 3 February 1994 at 10:30, to the highest bidder:

Erf 10255, Wesfleur, in extent 277 square metres, held by T27322/1993, situated at 62 Hydrangea Crescent, Wesfleur, Atlantis, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0497/gl.)

Case 68891/92

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

In the matter between **Western Cape Regional Services Council,** Plaintiff, and **O. N. F. Lenga,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution, dated 19 April 1993, the property listed hereunder, and commonly known as 52 Dickens Drive, Mandalay, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 February 1994 at 10:00, to the highest bidder:

Erf 394, Mandalay, situated in the Local Area of Mandalay, Cape Division, in extent 496 square metres.

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

Single dwelling, brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom/toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town this 22nd day of December 1993.

Syfret Godlonton-Fuller Moore Inc., for Coll, 10th Floor, NBS Waldorf, St Georges Mall, Cape Town. [Ref. COLL/WW/75522 (32).]

Case 68808/92

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

In the matter between **Western Cape Regional Services Council,** Plaintiff, and **Faaika Investments CC,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution, dated 19 April 1993, the property listed hereunder, and commonly known as 15 Watercress Way, Zeekoevlei, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 February 1994 at 10:00, to the highest bidder:

Erf 492, Zeekoevlei, situated in the Local Area of Zeekoevlei, Cape Division, in extent 1 041 square metres.

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

Single dwelling, brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town this 22nd day of December 1993.

Syfret Godlonton-Fuller Moore Inc., for Coll, 10th Floor, NBS Waldorf, St Georges Mall, Cape Town. [Ref. COLL/WW/75647 (27).]

Case 10854/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as Allied Bank *versus* **Calvin Bernard Fish** and **Natasha Fish**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District of Wynberg, on Wednesday, 26 January 1994 at 14:00.

Erf 37004, Mitchells Plain, in the Municipality of Cape Town, in extent 307 (three hundred and seven) square metres, held by Deed of Transfer T78194/92 and situated at 165 Dennegeur Avenue, Strandfontein Village, Mitchells Plain, 7785.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

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:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) 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 guaranteed to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this 23rd day of December 1993.

G. Visser, for Malan Laäs & Scholtz, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z19045.)

NATAL

Case 37/91

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

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **M. H. Mbatha,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 8 July 1991, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 1 February 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site B2158, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G1152/13.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c., no outbuildings, extent 300 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 1 February 1994 at 15:00, at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The property is within a Black area and is accordingly reserved for ownership of the Black group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff give no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 14th day of December 1993.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Our ref. Mr Swanepoel/CKF125.)

Case 3627/93

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

In the matter between **Natal Building Society,** Plaintiff, and **F. V. Ndlovu,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 6 October 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 1 February 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Lot B3499, Ezakheni, District of Emnambithi, in extent 300 (three hundred) square metres as shown on General Plan BA 207/1970.

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 1 February 1994 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 centum) 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 give 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 the Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith this 13th day of December 1993.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Our ref. Mr Swanepoel/CN0260.)

Case 67/91

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

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **B. Z. Majola,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 10 September 1991 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 1 February 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2902, Ezakheni, in extent 438 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G0424/91.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower, extent 438 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 1 February 1994 at 15:00, at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The property is within a Black area and is accordingly reserved for ownership of the Black group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff give no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 13th day of December 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Our ref. Mr Swanepoel/CKF154.)

Case 28/93

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

In the matter between **KwaZulu Finance and Investment Corporation Limited,** Plaintiff, and **M. E. Mthembu,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 23 April 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 1 February 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site C1941, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G5850/85.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under asbestos roof, comprising two bedrooms, living-room, kitchen, w.c. and bathroom combined, extent 300 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 1 February 1994 at 15:00, at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The property is within a Black area and is accordingly reserved for ownership of the Black group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff give no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 13th day of December 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Our ref. Mr Swanepoel/CKF421.)

Case 880/93

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

In the matter between **Town Treasurer for Borough of Pinetown,** Execution Creditor, and **M. Wilkins,** First Execution Debtor, and **F. Wilkins,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 12 February 1993, and a warrant of execution issued on 19 February 1993, the following immovable property will be sold in execution on 21 January 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 8561, Pinetown (Extension 67), situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 416 square metres.

Postal address: 18 Lyra Crescent, Mariannridge, Pinetown.

Improvements: Brick and tile house consisting of three bedrooms, lounge, dining-room, kitchen, toilet and bathroom.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser (excluding the Judgment Creditor), shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer wil be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 30th day of November 1993.

C. J. A. Ferreira, Attorneys for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 8854/93

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

In the matter between **Town Treasurer for Borough of Pinetown,** Execution Creditor, and **Glen A. Barnwell,** First Execution Debtor, and **Roshirl M. Barnwell,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 9 September 1993, and a warrant of execution issued on 16 February 1993, the following immovable property will be sold in execution on 21 January 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 8584, Pinetown (Extension 67), situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 814 square metres.

Postal address: 9 Cetus Place, Mariannridge, Pinetown.

Improvements: Brick under tile dwelling consisting of three bedrooms, dining-room, lounge, kitchen, toilet and bathroom.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser (excluding the Judgment Creditor), shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer wil be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 30th day of November 1993.

C. J. A. Ferreira, Attorneys for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 10353/93

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

In the matter between **Town Treasurer for Borough of Pinetown,** Execution Creditor, and **Jack Kinsley Maherry,** First Execution Debtor, and **Roselynn Daphne Maherry,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown, dated 12 October 1993, and a warrant of execution issued on 20 October 1993, the following immovable property will be sold in execution on 21 January 1994 at 10:00, in front of the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 5822, Pinetown (Extension 58), situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent nine hundred and three (903) square metres.

Postal address: 9 Honeysuckle Place, Gavensham Glen, Pinetown.

Improvements: Brick and tile dwelling, three bedrooms, toilet, bathroom, dining-room/lounge, kitchen, garage and swimming-pool.

Town-planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respect.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser (excluding the Judgment Creditor), shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer wil be effected by the Execution Creditor's attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said attorneys.

Dated at Pinetown this 30th day of November 1993.

C. J. A. Ferreira, Attorneys for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case 28085/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Dazi Ireland Zuma,** Defendant

In pursuance of a judgment in the above Court and writ of execution dated 30 November 1993, the immovable property listed hereunder will be sold in execution on Friday, 21 January 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Site 1117 (Unit BB), situated in the Township of Edendale East, District of Pietermaritzburg, in extent 576 square metres, situated at Lot 1117 (Unit BB), Edendale, Pietermaritzburg, held by Defendant under Deed of Grant 00012279.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of block under tile, comprising lounge, kitchen, three bedrooms and bathroom.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 7th day of December 1993.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 28083/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Gugu William Mkhize,** First Defendant, and **Thandiwe Doris Mkhize,** Second Defendant

In pursuance of a judgment in the above Court and writ of execution, dated 30 November 1993, the immovable property listed hereunder will be sold in execution on Friday, 21 January 1994 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriffs' Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Ownership Unit 946, Ashdown, situated in the Township of Edendale, District of Pietermaritzburg, in extent 553 square metres, situated at Lot 946, Ashdown, Pietermaritzburg, held by Defendants under Deed of Grant 00001985.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of block under tile, comprising of lounge, kitchen, two bedrooms, bathroom and toilet.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 7th day of December 1993.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

Case 2934/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa,** Plaintiff, and **Farouk Essop,** First Defendant, and **Asia Essop,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution on 21 January 1994 at 11:00, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 4423 (of 4398) of the Farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and eighty-five (285) square metres, held under Deed of Transfer T21358/89.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 25 Akbar Place, Northdale, Pietermaritzburg.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 22nd day of November 1993.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P R J Dewes/vmh/S 199.)

Case 5523/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **21 Caversham Road CC** (CK 92/09304/23), First Defendant, **Arthur Warren Wilmans,** Second Defendant, and **Linda Wilmans,** Third 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 Deputy Sheriff of the Supreme Court, Pinetown, on Friday, 14 January 1994 at 10:00, on conditions which will be read out by the Deputy Sheriff before the sale, and which conditions are in the possession of the Deputy Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, 3610, namely:

Lot 1362, Pinetown (Extension 28), situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 506 (one thousand five hundred and six) square metres, which property is physically situated at 21 Caversham Road, Pinetown, 3610, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T21164/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, scullery, three bedrooms, bathroom, toilet, staff-room, toilet, shower and garage.

Zoning: The property is zoned Offices 1 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 8th day of November 1993.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, P.O. Box 714, Durban, 4001. [Tel. (031) 304-7614/5.] (Docex 71.) (Ref. CMK/045/019010/Mrs Chetty.)

Case 5462/93

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Derek Lowe & Associates,** First Execution Debtor, and **Arthur Derek Lowe,** Second Execution Debtor

In pursuance of a judgment granted on 5 July 1993, in the Magistrate's Court for the District of Pinetown, held at Pinetown and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution, on Friday, 28 January 1994 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Lot 1, Dawncrest, situated in the Borough of Westville, in extent 2 305 (two thousand three hundred and five) square metres, street address, 2 Dawn Crescent, Westville.

Improvements: Brick under tile, double garage, servants' quarters, swimming-pool, although nothing in this regard is guaranteed.

Zoning: Special residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within twenty-one (21) days after the sale.

2. The purchaser shall be liable for interest to the bondholders, NBS Bank Limited and the Standard Bank of South Africa Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 62 Caversham Road, Pinetown.

Dated at Durban this 6th day of December 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Bernstein/ss/N800A 28N454017.)

Case 10269/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Limited,** Plaintiff, and **Jabu Joy Ncayiyana,** Defendant

In pursuance of a judgment granted on 26 February 1992, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on Friday, 21 January 1994 at 10:00, at the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit 171, in extent 326 (three hundred and twenty-six) square metres, situated in the Township of Ohlange, held by virtue of Deed of Grant 00012495. *Physical address:* Ownership Unit No. 171, Ohlange Township. The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey block and asbestos dwelling comprising kitchen, dining-room and two bedrooms. Municipal water supply-local authority; Sanitation-pitlatrine.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 17% (seventeen per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Verulam this the 3rd day of December 1993.

Strauss Daly, c/o I. C. Meer, Motala & Co, Plaintiff's Attorneys, Suite 1, Madressa Mall, 81 Wick Street, Verulam, 4340. (Ref. Mr Motala/pr.)

Case 4031/93

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

In the matter between **ABSA Bank Limited** trading as Allied Bank (86/04794/06), Plaintiff, and **Ashookkumar Kaylass,** First Defendant, and **Bhanmathie Kaylass,** Second Defendant

In pursuance of a judgment granted on 22 October 1993, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 January 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Remainder of Lot 992, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent 898 (eight hundred and ninety-eight) square metres. *Street address:* 367 Silverglen Drive, Silverglen, Chatsworth.

Improvements: Brick under tile roof dwelling comprising of three bedrooms, lounge, kitchen, toilet and bath. Basement — room, kitchen, toilet and bath. Outbuilding — two rooms, kitchen, toilet and bath (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 the date of the sale [and in the event of there being any other preferent creditor (Bond-holder), 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 on this the 13th day of December 1993.

A. J. McNabb, for Strauss Daly Inc, Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z16889/JR.)

Case 4856/93

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

In the matter between **ABSA Bank Limited** trading as Allied Bank (86/04794/06), Plaintiff, and **Jairaj Rosen Pershad,** Defendant

In pursuance of a judgment granted on 22 October 1993, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 January 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 6126 (of 5964) of the farm Chat Seven 14780, situated in the City and County of Durban, Administrative District of Natal, in extent 455 (four hundred and fifty-five) square metres. *Street address:* House 473, Road 601, Chatsworth.

Improvements: Brick under tile roof dwelling comprising two bedrooms, lounge, kitchen, toilet and bath. Outbuilding - garage, room, kitchen, toilet and bath (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 respect.

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 the date of the sale [and in the event of there being any other preferent creditor (Bond-holder), 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 on this the 13th day of December 1993.

A. J. McNabb, for Strauss Daly Inc, Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z18193/JR.)

Case 3467/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Anthony Roy Knight,** First Defendant, and **Sharon Gail Whitcomb,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 28 January 1994 at 10:00:

Description: Lot 55 Everton, situated in the Everton Health Committee Area, and in the Port Natal-Ebhodwa Joint Services Board Area, Administrative District of Natal, in extent 1,2069 (one comma two nought six nine) hectares, held under Deed of Transfer T24045/88. *Physical address:* 37 Acutts Drive, Everton, Gillitts, Natal. *Zoning:* General Residential.

The property consists of the following: Brick under tile dwelling comprising three bedrooms with main en suite, bathroom, toilet, lounge, dining-room, kitchen. The outbuildings comprise flatlet (two bedrooms), double carport, servants' quarters, stable/store-room, fully fenced, automatic gate with intercom.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban on this the 6th day of December 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6553/slm.)

Case 5189/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Byrne Harold Galtrey,** Defendant

In pursuance of a jugdment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Port Shepstone, on Friday, 28 January 1994 at 10:00:

Description: Lot 638, Leisure Bay, situated in the Munster Healt Committee Area and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent one thousand and fifty-nine (1 059) square metres, held under Deed of Transfer T30410/88. *Physical address:* Lot 638 Hastings Avenue, Leisure Bay, Munster, Natal.

Zoning: Special Residential. The property consists of the following: Double storey under brick and tile, consisting of: *Upstairs:* Main en suite, three bedrooms, bathroom with shower, toilet and basin. *Downstairs:* Lounge, dining-room, open plan kitchen, verandah, double garage, store-room, servant's room with toilet and basin, courtyard.

Nothing is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies, and/or Value-added Tax and other necessary charges to effect transfer upon the request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 20 Riverview Road, Sunwhich Port, Natal.

Dated at Durban this the 6th day of December 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6742/slm.)

Case 5718/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Tandeka Luthando Wenger-Ganya,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Port Shepstone, on Friday, 28 January 1994 at 10:00:

Description: Lot 620, Port Edward, Extension 2, situated in the Port Edward Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent two thousand and five (2 005) square metres, held under Deed of Transfer T24506/92. *Physical address:* 620 6th Street, Port Edward, Natal. *Zoning:* Special Residential.

The property consists of the following: Brick and tile building consisting of kitchen, dining-room and lounge combined, two bedrooms, bathroom with toilet and verandah. *Outbuildings:* Garage with toilet and wash basin under brick and asbestos.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purcaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban on this the 6th day of December 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.6787/slm.)

Case 6994/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Hilda Van den Bergh,** First Defendant, and **Heflin Van den Bergh,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Port Shepstone, on Friday, 28 January 1994 at 10:00:

Description: Lot 1091, Shelly Beach, Extension 2, situated in the Shelly Beach Town Board Area and in the Lower South Regional Water Services Area, Administrative District of Natal, in extent one thousand seven hundred and eighty-nine (1 789) square metres, held under Deed of Transfer T9802/1986. *Physical address:* Lot 1091, Harrison Drive, Shelly Beach, South Coast, Natal. *Zoning:* Special Residential.

The property consists of the following: 5 Units under brick and tile: Unit 1 — Main en suite, two bedrooms, lounge, kitchen, dining-room, bathroom and toilet. Unit 2 — Two bedrooms, lounge, kitchen, dining-room, bathroom and toilet. Unit 3 — Three bedrooms, lounge, kitchen, dining-room, bathroom and toilet. Unit 4 — Two bedrooms, lounge, kitchen, dining-room, bathroom and toilet. Unit 5 — Two bedrooms, lounge, kitchen, dining-room, bathroom and toilet with verandah. The outbuildings comprise four carports under concrete slab with steel gates and brick paving. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this the 6th day of December 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/I.903-slm.)

Case 6872/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Ian Robin Prentis,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Port Shepstone, on Friday, 28 January 1994 at 10:00:

Description: Lot 571, Glenmore, situated in the Munster Town Boar3ÎLt 571, Glenmore, situated in the Munster Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 424 (one thousand four hundred and twenty-four) square metres, held under Deed of Transfer T12010/93. *Physical address:* Stand 571, Hamish Lane (number unknown), Glenmore, Munster, Natal. *Zoning:* Special Residential.

The property consists of the following: Brick and tile building consisting of entrance-hall, lounge, dining-room, kitchen, pantry, double garage, scullery, verandah, study, three bedrooms, bathroom, toilet and shower with basin, *Outbuildings:* Servants' quarters, one room, shower, toilet and basin.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban on this the 6th day of December 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.6914/slm.)

Case 1053/93

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

In the matter between **NBS Bank Limited** (Reg. 87/01384/06, Execution Creditor, and **Geraldine Darwood McAuley,** First Execution Debtor, and **Robert John McAuley,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 19 February 1993, the property listed hereunder will be sold in execution on 11 February 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 57, The Wolds, situated in the Borough of New Germany and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent two thousand and twenty-six (2 026) square metres. *Postal address:* 30 Ridge Road, New Germany, Natal. *Town-planning zoning:* Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey brick and tile dwelling consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms, 2 w.c., entrance-hall, dressing-room, front and side verandahs, scullery and laundry. Double garage, swimming-pool, tarred drive-way, paved yard, screen walls, concrete paving, gardens walls, retaining walls, awning, pool shelter.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this the 1st day of December 1993.

King & Associates, Attorney for Execution, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/103.)

Case 6532/90

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **S. A. Nhlenyama,** Defendant

In pursuance of a judgment granted on 25 July 1990, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit K13 in the Township of kwaDabeka, District of Pinetown, in extent of 355 (three hundred and fifty-five) square metres, represented and described on General Plan 350/1987. *Physical address:* Unit K13 kwaDabeka.

Improvements: Brick under tile dwelling, two bedrooms, bathroom, kitchen, lounge.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) 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 centum) 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 December 1993.

V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 108/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **B. H. Yeni,** First Defendant, and **M. A. Yeni,** Second Defendant

In pursuance of a judgment granted on 22 January 1993, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution of 28 January 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Erf 1085, Clermont, situated in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 464 (four hundred and sixty-four) square metres, held by Deed of Transfer T6494/1981. *Physical address:* 1085 Clermont Road, Clermont.

Improvements: Brick under iron dwelling, bedroom, bathroom, kitchen and lounge.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per centum) 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 centum) 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 December 1993.

V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 65726/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Jeevaruthanam Munsami Govender,** Defendant

In pursuance of a judgment granted on 1 November 1993, in the Magistrate's Court for the District of Durban held at Durban the property listed hereunder will be sold in execution on Friday, 28 January 1994 at 10:00, in front of the Sheriff's Office, Verulam, corner of Inanda and Jacaranda Avenue, Verulam:

Description: Lot 565 La Mercy (Extension 2), situated in the Township of Tongaat, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, measuring 1 061 (one thousand and sixty-one) square metres. *Postal address:* 28 Sea View Road, La Mercy.

Improvements: Brick under tile dwelling comprising of three bedrooms, lounge, garage, lounge, dining-room, kitchen, bathroom and toilet.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

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

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

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this the 1st day of December 1993.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Saak 3071/90

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Tandekile Winnie Guliwe,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer, 4 November 1993, sal die ondervermelde eiendom op 26 Januarie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit 3219, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 16de dag van November 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 3407/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Tandumuzi Xhapozi Sithole,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer, 3 September 1993, sal die ondervermelde eiendom op 26 Januarie 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit C3800, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 16de dag van November 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 6802/93

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

In the matter between **First National Bank of Southern Africa Limited,** Judgment Creditor, and **Ramharak Ramcharran,** First Judgment Debtor, and **Charmaine Ramcharran,** Second Judgment Debtor

In pursuance of a judgment granted on 14 May 1993, in the Pietermaritzburg Magistrate's Court, and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution, on 28 January 1994 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Description: Subdivision 5730 (of 5698) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and three (303) square metres, postal address, 69 Ginger Road, Northdale, Pietermaritzburg.

Improvements: Seme-detached single-storey dwelling, block under corrugated asbestos, lounge, kitchen, two bedrooms and bathroom, held by the Judgment Debtors in their names under Deed of Transfer T18615/1992, dated 23 July 1992.

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 effected by the Judgment Creditor 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 purchaser shall in addition be liable for payment of any Value-Added Tax should same be payable.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, P.O. Box 1407, Pietermaritzburg, 3200.

Dated at Pietermaritzburg this 18th day of November 1993.

C. J. G. Rosettenstein, for Lister & Lister, Attorneys for Judgment Creditor, 11th Floor, United Building, 194 Longmarket Street, P.O. Box 144, Pietermaritzburg, 3200. (Ref. Mr Rosettenstein/F5332.)

Case 1050/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Standard Bank of South Africa,** Plaintiff, and **Phikayiphi Phineas Latha,** Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the above-named Defendant, will be sold in execution, on 21 January 1994 at 09:00, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Subdivision 149 of Lot 1683, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and eighteen (518) square metres, held under Deed of Transfer T31571/91.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 22 Oosthuizen Road, Westgate, Pietermaritzburg.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 17th day of November 1993.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P R J Dewes/vmh/S 095.)

Case 5930/92

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

In the matter between **ABSA Bank Limited,** Plaintiff, and **Kaniga Chetty,** First Defendant, and **Lingasperie Chetty,** Second Defendant

In pursuance of a judgment granted on 10 March 1993, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 January 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: A certain piece of land being Subdivision 2066 in the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent four hundred and seventy-two (472) square metres.

Postal address: 59 Impala Drive, Mobeni Heights, Durban.

Improvements: Single storey brick under tile dwelling comprising three bedrooms, lounge, dining-room, laundry, kitchen, bathroom, toilet and basement.

Outbuildings: Garage, toilet and shower.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 7th day of January 1994.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/hg/GAL.196.1)

Case 1372/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

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

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Sheriff, Durban South, on the steps of the Supreme Court, Durban, on Friday, 21 January 1994 at 10:00, of the undermentioned property to the highest bidder on conditions to be read out by the Sheriff at the time of the sale.

The property is describe as Lot 4449, Isipingo (Extension 39), situated in the Borough of Isipingo and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent seven hundred and thirty-three (733) square metres, and held under Deed of Transfer T8977/89.

Street address: 61 Lotus Drive, Lotus Park, Isipingo, Durban.

Improvements: A single storey house with brick under tiled roof with no garage consisting of three bedrooms, bathroom-bath/basin – cement floor, toilet – cement floor, lounge/dining-room combined – carpeted, kitchen with cement floor and no fitted cupboards.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 101 Lejaton, 40 St. George's Street, Durban.

Dated at Durban this 3rd day of December 1993.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 1812/93

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

In the matter between **Natal Building Society Limited,** Execution Creditor, and **J. S. Jchunu,** Execution Debtor

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 18 November 1993, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, 26 January 1993 at 11:00, whereby the following property will be sold to the highest bidder namely:

Leasehold Lot 352, Bhekezulu, Administrative District of Vryheid, in extent 320 (three hundred and twenty) square metres, also better known as Lot 352, Bhekezulu, Vryheid.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Paulpietersburg. The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act 32 of 1944, as amended.

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

Dated at Vryheid on this 26th day of November 1993.

A. B. T. van der Merwe, for Cox & Partners, Plaintiff's Attorneys, corner of Market and High Streets, Vryheid.

Saak 3638/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **David Zakhele Sangweni,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 27 Oktober 1993, sal die ondervermelde eiendom om 10:00, op 26 Januarie 1994, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 1455, Unit C, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 10de dag van November 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 41635/93

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

In the matter between **Riebeeck Body Corporate,** Plaintiff, and **Michael John Surgeson,** Defendant

In pursuance of a judgment granted on 11 August 1993, in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 25 January 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 43, as shown and more fully described on Sectional Plan SS 69/1980, in the scheme known as Riebeeck in respect of the land and building or buildings situated at Durban, of which section the floor area according to the said sectional plan is 100 (one hundred) square metres in extent.

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

Postal address: 44 Riebeeck, 208 Cowey Road, Durban.

Improvements (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots): A double storey flat consisting of entrance space. Upstairs: Two bedrooms carpeted with BIC, toilet, bath/washbasin. Downstairs: Lounge—carpeted, kitchen - built-in units, open balcony, and open air parking.

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 Plaintiff) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff within twenty-one (21) days after the sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff, and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban this 20th day of December 1993.

Jack Hawkey, Plaintiff's Attorneys, 800 Victoria Maine, 71 Victoria Embankment, P.O. Box 4925, Durban. (Tel. 301-8733.) (Ref. JHH/gv/04/R.001/489.) (Fax 301-8736.) (Dx 100, Durban.)

Case 3473/92

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

In the matter between **Nedperm Bank Limited,** Plaintiff, and **Jairaj Rosenpershad,** First Defendant, and **Karanwathie Rosenpershad,** Second Defendant

In pursuance of a judgment granted on 14 May 1992, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 January 1994 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 5078, Pinetown (Extension 54), situated in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 994 square metres, held by Deed of Transfer T24946/87.

Physical address: 9 Nixon Road, Pinetown.

Improvements: Two single storey brick under tile dwellings, consisting of two houses, each containing three bedrooms, kitchen, dining-room, bathroom and toilet and garage.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 21% (twenty-one per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban this 20th day of December 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z19906/OE.) C/o Shop 21, Umdoni Centre, 28 Crompton Street, Pinetown.

Case 2088/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Mduduzi Brian Khuluse,** Defendant

In pursuance of a judgment granted on 17 November 1993, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 January 1994 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: Ownership Unit G 1651, in the Township of Umlazi, District of Umlazi, in extent 558 square metres, represented and described on General Plan PB 147/1990, held under Deed of Grant G3717/90, signed at Ulundi, on 12 July 1990.

Physical address: G 1651 Umlazi.

Improvements: Single storey brick under tile dwelling comprising two bedrooms, kitchen, lounge and bathroom.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 22nd day of December 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z19525/oe.)

Case 2087/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Desmond Cele,** Defendant

In pursuance of a judgment granted on 18 November 1993, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26 January 1994 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: Ownership Unit 812, in the Township of Umlazi, Unit 13, District and County of Durban, in extent of 388,1 square metres, represented and described on General Plan PB BA30/1968, held under Deed of Transfer 513/85, signed at Pretoria on 2 November 1971.

Physical address: N812 Umlazi.

Improvements: Single storey brick under asbestos dwelling, comprising two bedrooms, kitchen, lounge and bathroom.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 22nd day of December 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z19598/oe.)

Case 5191/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Limited,** Plaintiff, and **Jochen Friedrich Hans Andra,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, on Friday, 28 January 1994 at 10:00:

Description: Section 10, as shown and more fully described on Sectional Plan SS94/96, in the scheme known as The Gulls, in respect of the land and building or buildings situated at the Borough of Scottburgh, Administrative District of Natal, of which the floor area according to the said sectional plan is 121 (one hundred and twenty-one) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title 94/86 (10) (unit).

Physical address: 10 The Gulls, Scott Street, Scottburgh, Natal.

The sale shall be subject to the following conditions:

Zoning: Special Residential.

The property consists of the following: A flat consisting of three bedrooms, one has main en suite, all have built-in cupboards, open plan kitchen, lounge, dining-room, bathroom with toilet, balcony with sea views and lockup garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Scott Street, Scottburgh, Natal.

Dated at Durban this 13th day of December 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6719/slm.)

Case 25963/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Msizeni David Sibisi,** First Execution Debtor, and **Bongekile Mavis Sibisi,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 4 November 1993, the following immovable property will be sold in execution on 21 January 1994 at 11:00, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 395 of Lot 3229, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 241 (two hundred and forty-one) square metres, situated at 32 Satyapal Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of bedroom, kitchen, lounge and servant's toilet.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this the 3rd day of December 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 23558/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Nhlanhla Emmanuel Mbedu,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 19 October 1993, the following immovable property will be sold in execution on 21 January 1994 at 11:00, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 3520, Imbali II, situated in the Township of Edendale - DD, District of Pietermaritzburg, in extent 297 (two hundred and ninety-seven) square metres, represented and described on General Plan PB74/1980, situated at 3276 Nqomfi Road, Imbali, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of two bedrooms, kitchen, lounge and servant's toilet.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this the 1st day of December 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 22467/92

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **Lesley Trevor Hodnett,** Defendant

In pursuance of a judgment of the above Honourable Court dated 16 June 1992, a sale in execution will be held on 25 January 1994 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:

1. Subdivision 30 (of 11) of Lot 851, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 1 134 (one thousand one hundred and thirty-four) square metres, with the postal and street address of 26 Orange Grove, Durban North.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling comprising dining-room, lounge, entrance-hall, five bedrooms, two en suites, kitchen with built-in cupboards, toilet, double garage and verandah.

2. A half share in Lot 27, Kenhill, situated in the City of Durban, Administrative District of Natal, in extent 1 880 (one thousand eight hundred and eighty) square metres, with the postal and street address of 18 Cranberry Grove, Durban North.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling comprising three bedrooms, en suite, lounge, dining-room, kitchen, entrance-hall, bathroom/toilet and garage.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this the 14th day of December 1993.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N005.1106/93.)

Case 12340/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Henry James Shering,** First Execution Debtor, and **Jennifer May Shering,** Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 9 November 1993, the property listed hereunder will be sold in execution on 4 February 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 686, New Germany (Extension 4), situated in the Borough of New Germany, and in the Port Natal-Ebodwe Joint Services Area, Administrative District of Natal, in extent one thousand three hundred and sixty-four (1 364) square metres.

Postal address: 7 Oberreuter Street, New Germany.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey brick and tile dwelling with attached garage, consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, verandah, porch, tarmac drive, wire fence, screenwalls and concrete paving.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 14th day of December 1993.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/201.)

Case 44834/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Pierre Andre Jacobs,** First Execution Debtor, and **Veronica Maria Elizabeth Adam,** Second Execution Debtor

In pursuance of a judgment granted on 24 September 1993 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 25 January 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description:

1. A unit consisting of:

(a) Section 44, as shown and more fully described on Sectional Plan SS146/90, in the scheme known as Sahara Sands, in respect of the land and building or buildings, situated at Durban, in the Local Authority Area of Durban, of which section the floor area, according to the said sectional plan is ninety (90) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST1524/93; and

2. an exclusive use area described as Parking Bay No. P46, measuring fourteen (14) square metres being as such part of the common property, comprising the land and the scheme known as Sahara Sands, in respect of the land and building or buildings situated at Durban, as shown and more fully described on Sectional Plan SS146/90, Notarial Deed of Cession of Exclusive Use Areas No. SK272/93.

Street address: Flat 111, Sahara Sands, Sol Harris Crescent, North Beach, Durban.

Improvements: A flat consisting of: Two bedrooms, lounge, porch, kitchen, toilet/shower, toilet/bathroom and under cover Parking No. 46.

Zoning: Special Residential (nothing guaranteed): The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 15,75% (fifteen comma seven five per cent) per annum, to the bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 9th day of December 1993.

Livingston Leandy Incorporated, Execution Credior's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 65038/93

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

In the matter between **Nedcor Bank Limited,** formerly trading as Nedperm Bank Limited, Plaintiff, and **Pragasen Govender,** First Defendant, and **Pragasen Govender N.O.,** Second Defendant

In pursuance of a judgment granted on 1 November 1993 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 January 1994 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description of property: Lot 43, Stanmore, situated in the City of Durban, Administrative District of Natal, in extent two hundred and sixty-two (262) square metres, consisting of: Block under tile semi-detached flat comprising of three bedrooms, lounge, kitchen, toilet, bathroom and precast fencing, water and lights facilities.

Postal address: 26 Theomore Crescent, Stanmore, Phoenix.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrate's Courts Act, and the rules made thereunder.

1.2 The property shall be sold as it stands i.e., voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum, to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this the 9th day of December 1993.

Saras Perumaul, for A. Christopher Incorporated, Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/894.)

Case 188/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Nedcor Bank Limited,** formerly trading as Nedperm Bank Limited, Plaintiff, and **Venesh Runglall,** First Defendant, and **Ranuka Runglall,** Second Defendant

In pursuance of a judgment granted on 22 February 1993 in the Court of the Magistrate, Stanger, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 January 1994 at 10:00, at the front entrance of the Magistrate's Court, 127 Couper Street, Stanger:

Description of property: Lot 299, Highridge (Extension 1), situated in the Borough of Stanger, Administrative District of Natal, in extent five hundred and twenty-three (523) square metres, consisting of: Brick under tile dwelling consisting of two bedrooms, kitchen, toilet and bath.

Postal address: 19 Coalwood Place, Stanger.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrate's Courts Act, and the rules made thereunder.

1.2 The property shall be sold as it stands i.e., voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 18,75% (eighteen comma seven five per cent) per annum, to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 116 Couper Street, Stanger.

Dated at Durban on this 14th day of December 1993.

Saras Perumaul, for A. Christopher Incorporated, Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/814.)

Case 26381/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Trustees of the A D Chothia Family Trust,** First Execution Debtor, **Ahmed Dawood Chothia,** Second Execution Debtor, and **Mohasena Chothia,** Third Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 11 November 1993, the following immovable property will be sold in execution on 21 January 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 224 of the farm Newholme 14357, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 447 (four hundred and forty-seven) square metres, situated at 22 Kingston Road, Newholmes, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling-house constructed of brick under iron roof, consisting of four bedrooms, bathroom, kitchen, lounge and servants' quarters.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 9th day of December 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 25965/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Fred Peter Dicks,** First Execution Debtor, and **Daphne Dicks,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 11 November 1993, the following immovable property will be sold in execution on 21 January 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1090 (of 563) of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 329 (three hundred and twenty-nine) square metres, situated at 23 Trout Place, Eastwood, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling-house constructed of concrete under asbestos roof, consisting of three bedrooms, bathroom, kitchen and lounge.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 9th day of December 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 25962/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Glynnis Auriel Hiebner,** First Execution Debtor, and **Erren Nathan Warner,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 11 November 1993, the following immovable property will be sold in execution on 21 January 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 74 (of 1) of Lot 1692, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 210 (two hundred and ten) square metres, situated at 25 Adelaar Road, Eastwood, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A double storey dwelling-house constructed of concrete under concrete tiled roof, consisting of three bedrooms, one and a half bathrooms, kitchen, dining-room and lounge.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 9th day of December 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 24544/91

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

In the matter between **Nedperm Bank Limited,** Execution Creditor, and **Mart Investments (Pty) Ltd** (No. 85 01807/07), First Execution Debtor, **Bharath Ram Singh,** Second Execution Debtor, and **Bramdew Ram Singh,** Third Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 29 January 1993, the following immovable property will be sold in execution on 21 January 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 508 (of 215) of the farm Shortts Retreat 1208, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 4 048 (four thousand and forty-eight) square metres, situated at 508 Shortts Retreat, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

Vacant land.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 1st day of December 1993.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 15656/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Archie Benjamin Zietsman,** First Defendant, and **Mrs Gwendoline Mary Zietsman,** Second Defendant

In pursuance of a judgment granted by the above Honourable Court dated 6 August 1993, the following immovable property will be sold in execution on 4 February 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 50 of Lot 1861, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent eight hundred and twenty (820) square metres.

The following information is furnished regarding the property but is not guaranteed:

Main building: A brick dwelling with corrugated iron roof consisting of lounge, kitchen, two bedrooms, bathroom, two w.c.'s, pantry, verandah and paving.

Outbuildings: A brick dwelling with corrugated iron roof consisting of carport, w.c. with bath, living-room, bedroom and kitchen.

The property is situated at 19 Mason Road, Central South, 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 balace shall be paid and secured by a bank or building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 14th day of December 1993.

M. E. Cajee, for Cajee & Associates, Execution Creditor's Attorney, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/GM.)

Case 1107/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Felicity Ann Raleigh,** First Execution Debtor, and **Christopher John Raleigh,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Pietermaritzburg, dated 7 June 1993, the following immovable property will be sold in execution on 21 January 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 706, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand six hundred and seventy-two (1 672) square metres, situated at 5 Sanders Road, Scottsville, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house, constructed of brick under iron roof, consisting of five bedrooms, two bathrooms, kitchen, dining-room, lounge, study, family room, three garages and servants' quarters.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 15th day of December 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg, G205.

Case 3345/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Razak Sheik,** First Defendant, and **Vinohanee Sheik,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Monday, 22 November 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office on Friday, 21 January 1994 at 10:30, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 3748, of Lot 3723, of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent seven hundred and sixty (760) square metres, which property is physically situated at 41 Swallow Road, Northdale, Pietermaritzburg, Natal, and which property is held by the abovenamed Defendants under and by virtue of Deed of Transfer T9474/90.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house, brick under tile, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and a toilet. There is an outbuilding and a carport.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18,5% (eighteen comma five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 6th day of December 1993.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 3476/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited,** Plaintiff, and **Leon Alfonso Coetzee,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Monday, 29 November 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office on Friday, 21 January 1994 at 10:30, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Section 1, as shown and more fully described on Sectional Plan SS242/1984, in the building or buildings known as Lyndor Gardens, situated at Pietermaritzburg, of which the floor area, according to the said sectional plan, is one hundred and thirty-two (132) square metres in extent; and

an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, which property is physically situated at 1 Lyndor Gardens, 26 Croft Road, Pietermaritzburg, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer CRST242/1984.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a duplex, consisting of lounge, dining-room, kitchen, two bedrooms, study, bathroom and toilet and toilet. There is an outbuilding consisting of a garage.

Zoning: The property is zoned for special residential purposes and enjoys no special consent in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16% (sixteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 7th day of December 1993.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 21620/93

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

In the matter between **Nedcor Bank Limited,** Execution Creditor, and **Janus Steenkamp,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 10 September 1993, the following immovable property will be sold in execution on 21 January 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

A Unit consisting of:

(a) Section 14, as shown and more fully described on Sectional Plan SS226/1981, in the scheme known as Mervede in respect of the land and building or buildings situated at Pietermaritzburg of which the floor area, according to said sectional plan, is forty four (44) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Flat 12, Mervede, 251 Berg Street, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single storey flat constructed of brick under iron roof, consisting of a bedroom, bathroom, kitchen, lounge, study and servants quarters.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 15th day of December 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 10491/91

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

In the matter between **Nedperm Bank Limited,** Execution Creditor, and **Rabichand Devanarain,** First Execution Debtor, and **Agnes Annie Devanarain,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg dated 12 June 1991, the following immovable property will be sold in execution on 21 January 1994 at 11:00, at the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 6082 (of 5921) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and three (403) square metres, situated at 641 Regina Road, Bombay Heights, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling-house constructed of concrete under asbestos roof, consisting of three bedrooms, bathroom, kitchen, lounge and dining-room.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 1st day of December 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 4264/93

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

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **John Leiper,** Defendant

In pursuance of a judgment in the Court of the Magistrate Pinetown and a writ of execution dated 2 September 1993 the following immovable property will be sold in execution on 21 January 1994 at 10:00, at the Main entrance to the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder, namely:

Lot 36, Elysium, situated in the Development Area of Elysium and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 350 square metres.

Address: Lot 36, Junonia Road, Elysium, Ifafa Beach.

Improvements: One plastered brick under asbestos dwelling consisting of open plan kitchen with small built in kitchen units, lounge (carpeted), carpeted bedroom, bedroom with carpet tiles, bathroom with handwash basin, toilet and bath, carport (all windows burglar guarded).

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the office of the Sheriff, 1 Savell Place, Scottburgh South.

Summary of material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules and the property is sold voetstoots.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the commission plus VAT due to the Sheriff on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee within 21 days of the date of sale.

3. The purchaser shall pay interest to the Execution Creditor at the rate of 19% (nineteen per cent) on the amount awarded to it under the plan of distribution from the date of sale to the date of transfer.

D. G. Gifford, Plaintiff's Attorney, Shop 5, 8 Old Main Road, Hillcrest. (Ref. F1127.)

Case 64108/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBA HELD AT DURBAN

In the matter between **First National Bank of Southern Africa Limited,** Plaintiff, and **Radhakrishna Govender,** First Defendant, and **Oonamalay Govender,** Second Defendant

By virtue of a judgment of the above Honourable Court dated 11 October 1993, and a warrant of execution issued thereunder, the property which is described hereunder, will be sold in execution on 1 February 1994 at 14:00, at the Durban Magistrate's Court, Somtseu Road, Durban, voetstoots, to the highest bidder:

Property description: Lot 131, Kenville, situated in the City of Durban, Administrative District of Natal, in extent 717 (seven hundred and seventeen) square metres, held under Deed of Transfer T1814/93.

Physical address of property: 58 The Knoll, Kenville.

Zoning of property: Special Residential.

Improvements to property (but nothing is guaranteed in respect hereof): Dwelling consisting of brick and concrete roof.

Upstairs: Lounge, store-room, dining-room, kitchen and balcony. *Downstairs:* Bathroom shower toilet and wash basin, three bedrooms, main on suite shower, wash basin and toilet, balcony, lounge and verannda, kitchen, bedroom and prayer room.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price, in cash, together with the auctioneer's commission plus Value-Added Tax, in cash immediately after the sale. The balance of the purchase price together with interest as set out in the conditions of sale shall be payable against transfer to be secured, in the interim, by a bank or building society guarantee, to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991, which shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor from date of sale to date of registration of transfer as set out in the conditions of sale.

5. Transfer will be effected by the Execution Creditor's attorneys and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer upon request by the said attorneys.

6. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, at 15 Milne Street, Durban, and at the offices of the Execution Creditor's attorneys.

Dated at Durban this 20th day of December 1993.

Woodhead, Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. BJHI/RN/gdp 43F6136.A3.)

Case 741/93

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

In the matter between **Saambou Bank Ltd,** Plaintiff, and **M. R. Thipa,** Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 3 November 1993, the goods hereunder will be sold in execution on 25 January 1994, in front of the Magistrate's Office, Mtunzini:

Inventory: J1279, Esikhawini.

Terms: Cash to the highest bidder, purchaser to pay VAT.

Dated at Mtunzini on this 9th day of December 1993.

Botha & Van der Bank, Plaintiff's Attorneys, 12 Davidson's Chambers Union Street, Empangeni, P.O. Box 573, 3880. (Ref. Du Toit/db/S04544027.)

Case 1348/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **The Collector of Rates for the Borough of Uvongo,** Plaintiff, and **B. A. Burgess,** Defendant

In pursuance of a judgment granted by the above Honourable Court on 6 November 1992, and a warrant of execution issued pursuant thereto, the undermentioned immovable property will be sold by public auction to the highest bidder by the Sheriff of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone on 14 January 1994 at 10:00, namely:

1. Lot 1477, Uvongo, situated in the Borough of Uvongo area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 095 square metres and situated in 33 Alpine Way, Uvongo.

Material conditions of sale:

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale into the trust account of the Sheriff of the Magistrate's Court.

1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff's conveyancers and to be furnished to the Plaintiff's conveyancers within 15 (fifteen) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the conveyancers for the Plaintiff.

3. The property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. The property is sold as represented by the title deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the deed of transfer.

The stand is vacant.

Douglas Kent & Co., Attorneys fro the Plainiff, 1–6 Standard Bank Building, Marine Drive, P.O. Box 205, Margate, 4275.

ORANJE-VRYSTAAT
ORANGE FREE STATE

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE KESTELL

In die saak tussen **ABSA Bank Beperk,** handeldrywend as Trust Bank, Eiser, en **Donald Royden Ewan,** Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Kestell en lasbrief tot geregtelike verkoping gedateer 18 Februarie 1993, sal die ondervermelde goedere op 11 Februarie 1994 om 10:00, te Landdroskantoor, Kestell, aan die hoogste bieder geregtelik verkoop word, naamlik:

Onroerende eiendomme wat verkoop word:

1. Erf 1, geleë in die dorp Kestell, distrik Bethlehem, groot 1 115 (eenduisend eenhonderd en vyftien) vierkante meter, gehou kragtens Transportakte 7949/1972.

Verbeterings: Woonhuis met buitegeboue, ook bekend as Van Rensburgstraat 70, Kestell.

2. Erf 2, geleë in die dorp Kestell, distrik Bethlehem, groot 1 115 (eenduisend eenhonderd en vyftien) vierkante meter, gehou kragtens Transportakte 7949/1972, ook bekend as Van Rensburgstraat 68, Kestel.

Breytenbach, Van der Merwe & Botha, Posbus 693, Bethlehem.

Saak 8850/90

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Santambank Beperk,** Eksekusieskuldeiser, en **T. Williamson,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie gedateer 2 November 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 Februarie 1994 om 10:00, voor die Landdroskantoor, Welkom:

Erf 835, geleë in Bronville, distrik Welkom, groot 481 (vierhonderd een-en-tagtig) vierkante meter.

Verbeterings: Woonhuis, gehou ingevolge Transportakte T10576/82.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 25% (vyf-en-twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju Welkom nagesien word.

Gedateer te Welkom op hierdie 22ste dag van November 1993.

Van Rooyen Mostert Fourie, Prokureurs vir Eksekusieskuldeiser, Heeren II-gebou, Heerenstraat, Posbus 4, Welkom.

Saak 6190/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Joerni Investments (Pty) Ltd,** handeldrywend as Parkview Motors, Eiser, en **Hugo Appelcryn,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 5 Oktober 1993, sal die Verweerder se volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 28 Januarie 1994 om 10:00, by die Landdroskantoor, Bainstraat, Sasolburg, te wete:

Erf 68, geleë in die dorp Roodia, Registrasieafdeling IQ, Oranje-Vrystaat, groot 1 440 (eenduisend vierhonderd en veertig) vierkante meter.

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

Verkoopvoorwaardes:

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

(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 Sasolburg betaalbaar moet wees teen registrasie van transport in die naam van die koper.

(c) Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof te Sasolburg 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 2de dag van Desember 1993.

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

Saak 896/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Berlesell (Edms.) Bpk.,** Eiser, en **Pem Building Contractors (Edms.) Bpk.,** Eerste Verweerder, en **Paleka Ephraim Makakio,** Tweede Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 1 April 1993 en lasbrief van eksekusie gedateer 29 Oktober 1993, sal die volgende eiendom in eksekusie verkoop word op 21 Januarie 1994 om 10:00, te Landdroskantoor, Witsieshoek te wete:

Sekere Erf 8923, geleë Phuthaditjhaba "A" distrik Witsieshoek, gehou kragtens 71/83/212 met Verbande Nos. M06/08/1987, M04/07/1988 en M799/1990 ten gunste van Qwaqwa Development Corporation.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Hooggeregshof te Southeystraat 29A, Harrismith en of by die Eksekusieskuldeiser se prokureur, p.a. Honey & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein gedurende kantoorure.

Geteken te Bloemfontein op hierdie 18de dag van November 1993.

J. J. van Zyl, vir Honey & Vennote, Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak 18250/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Pogisho George Madona,** Verweerder

Ingevolge 'n vonnis gedateer 1 November 1993 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 28 Januarie 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 18266, geleë in die dorp Mangaung, distrik Bloemfontein, groot 252 m², gehou kragtens Transportakte TL7554/1991, 18266 Mangaung, Bloemfontein.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, badkamer, toilet, sitkamer, eetkamer en kombuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18% (agtien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 22ste dag van November 1993.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 15727/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Jurie Bongo Stoffel,** Verweerder

Ingevolge 'n vonnis gedateer 20 September 1993 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 28 Januarie 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 18230, Mangaung, geleë in die distrik Bloemfontein, groot 260 m², gehou kragtens Transportakte TL3408/1989, 18230 Mangaung, Bloemfontein.

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

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling;

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18% (agtien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 21ste dag van November 1993.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 15780/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Munisipaliteit Bainsvlei,** Eiser, en **A. J. Badenhorst,** Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros, Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder, plaasvind te Peetlaan-ingang, van die Landdroshof, Bloemfontein, op Vrydag, 21 Januarie 1994:

Sekere: Resterende Gedeelte Plot 45, Spitskop Kleinplase, munisipaliteit Bainsvlei, groot 2,2827 (twee komma twee agt twee sewe) hektaar, gehou kragtens Transportakte T7188/89, groot 2,2827 (twee komma twee agt twee sewe) hektaar.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar in kontant op datum van verkoping.

2. Vir die balans koopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg, binne 14 (veertien) dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Bloemfontein-Wes, gedurende kantoorure.

Geteken te Bloemfontein hierdie 24ste dag van November 1993.

H. T. P. Hutchinson, vir Van der Merwe & Sorour, Prokureur vir Eiser, Sewende Verdieping, Atriumgebou, Elizabethstraat, Bloemfontein.

Saak 18248/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk,** Eiser, en **Louis Tlekiso Matseseni,** Verweerder

Ingevolge 'n vonnis gedateer 1 November 1993 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 28 Januarie 1994 en 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 17977, geleë in die dorp Mangaung, distrik Bloemfontein, groot 240 m^2, gehou kragtens Transportakte TL8667/1991, Perseel 17977, Magaung.

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

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18% (agtien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 22ste dag van November 1993.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 2781/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank Beperk,** handeldrywende as Trustbank, Eiser, en **P. W. A. van der Westhuizen,** Verweerder

Ingevolge 'n vonnis in die Landdroshof vir die distrik Virginia, en 'n lasbrief vir eksekusie gedateer 9 November 1993, sal die volgende onroerende eiendom geregtelik verkoop word aan die hoogste bieër op Vrydag, 21 Januarie 1994 om 10:00, te Mangaanstraat 17, Saaiplaas, Virginia, naamlik:

Eiendom bekend as Mangaanstraat 17, Saaiplaas, Virginia, geleë te Erf 5337, in die dorpsgebied Virginia, distrik Ventersburg, en bestaande uit drie slaapkamers, sit-/eetkamer, kombuis, badkamer, toilet, opwaskamer en buitegeboue bestaande uit slaapkamer met toilet, groot 745 (sewehonderd vyf-en-veertig) vierkante meter.

Die vernaamste verkoopvoorwaardes is:

1. Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju betaal.

2. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg, betaalbaar teen oordrag welke waarborg goedgekeur moet word deur die Eksekusieskuldeisers se prokureurs en wat binne 14 (veertien) dae na datum van die verkoping aan die Balju te Virginia gelewer moet word.

Die voorwaardes van verkoping sal gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Virginia en by die Eiser se prokureurs ter insae lê.

P. Schuurman, vir Maree & Vennote, Prokureur vir Eksekusieskuldeiser, Pretiumgebou, Herdenkingstraat, Virginia. [Tel. (057) 21-23101.] (Verw. P. Schuurman/he/T10.)

Saak 5521/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Eskom,** Eiser, en **Christiaan Jacobus Jansen,** Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die perseel, Lourensstraat 32, Villiers, distrik Frankfort, op 28 Januarie 1994 om 11:00, naamlik:

Erf 191, geleë in die dorp Villiers, distrik Frankfort, beter bekend as Lourensstraat 32, Villiers, Frankfort, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie.

Verbeterings bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, motorhuis en swembad.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor.

Datum: 17 Desember 1993.

J. C. Pretorius, p.a. Naudes, Prokureur vir Eiser, Trustfonteingebou, St Andrewstraat 151, Posbus 153, Bloemfontein, 9300. (Verw. J. C. Pretorius.)

Saak 2687/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **Nedcor Bank Beperk,** Eksekusieskuldeiser, en **M. P. Mokhampanyane,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 26 Oktober 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 28 Januarie 1994 om 10:00, voor die Landdroskantoor, Virginia:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 1417-uitbreiding 1, geleë te en bekend as Meloding 1417, Virginia, gesoneer vir woondoeleindes, groot 242 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL5526/90.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit sitkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18% (agtien persent) per jaar, vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Virginia, nagesien word.

Gedateer te Welkom op hierdie 14de dag van Desember 1993.

J. M. Pretorius, vir Wessels & Smith, P.a Immelman & Vennote, Prokureurs vir Eksekusieskuldeiser, Volkskasgebou, Virginia Tuine, Virginia.

Saak 2332/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA Bank Beperk** (No. 86/04794/06), voorheen Allied Bouvereniging Beperk, Eksekusieskuldeiser, en **Mpumzi Welkome Bonga,** Eerste Eksekusieskuldenaar, en **Nomthandazo Sylvia Bonga,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 9 September 1993, in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende huurpageiendom verkoop word op 28 Januarie 1994 om 09:00:

Sekere Erf 1367, geleë in die Kutlwoang-dorpsgebied, distrik Odendaalsrus, groot 341 vierkante meter, onderhewig aan sekere serwitute en gehou kragtens Transportakte TL14158/1991, geregistreer op 11 November 1993, met verbeterings daarop (ten opsigte waarvan geen waarborg gegee word nie): Woonhuis met sitkamer, eetkamer, slaapkamers, kombuis en badkamer.

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 bepalings van die Wet op Landdroshowe, No. 23 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van tien persent (10%) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 16% (sestien persent) per jaar, vanaf 1 September 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 afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word en indien enige van die inhoud van hierdie advertensie verskil van die terme en voorwaardes van die voorwaardes van verkoop, sal laasgenoemde se bepalings voorrang geniet.

Gedateer te Odendaalsrus hierdie 13de dag van Desember 1993.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Posbus 170, Odendaalsrus, 9480. (Tel. 4-4055/6.)

Saak 3904/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Allied Bank,** Eiser, en **J. Oberholzer,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak, sal 'n verkoping sonder reserwe, gehou word voor die Landdroshof, Ficksburg, op Vrydag, 21 Januarie 1994 om 10:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Resterende gedeelte van sekere Deel 3 van Erf 212, geleë in die dorp en distrik Ficksburg, ook bekend as Voortrekkerstraat 88, Ficksburg, groot 2 231 (tweeduisend tweehonderd een-en-dertig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes en gehou kragtens Transportakte T8459/1988 geregistreer op 11 Augustus 1988.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

'n Woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, kombuis en badkamer/toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Gedateer hierdie 13de dag van Desember 1993.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W22061.)

Case 2691/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Karoo Oranje Landbou-Koöperasie,** Plaintiff, and **Langverwacht BK,** Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale in execution of the undermentioned properties of Defendant, with reserve, will be held at the office of the Sheriff, Hoof Street, Hertzogville, tel. (0534) 9289 and 9290, on Friday, 28 January 1994 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain:

1. Farm Rondepan 1373, District of Boshoff, measuring 270,5813 hectares, being held in terms of Deed of Transfer 2257/1991, with improvements containing a house and double garage.

2. Subdivision 1 of the farm Panorama 1629 (known as George), measuring 258,3310 hectares, being held in terms of Deed of Transfer 13728/1990, with improvements consisting of a house, outbuildings and stores.

Terms: The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society to be guaranteed within 14 (fourteen) days from the date of sale.

Conditions: The conditions of sale may be inspected at the Sheriff's Office, as mentioned above, during office hours.

Dated at Bloemfontein this 15th day of December 1993.

D. G. Roberts, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Case 3369/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial 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 **Benjamin Gabriel Eybers** (Identity No. 5707295183086), First Defendant, and **Cornelia Dorethea Eybers,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 2 January 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 12901, situated in the Town Sasolburg Extension 19, District of Parys, measuring 644 square metres, held by the Defendants under Deed of Transfer T9690/1989, being 7 Suikerbos Street, Sasolburg.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, store-room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 5th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z74582.) (Ref. Z74582/FCLS/WR/Mr Brewer/djl.)

Case 2852/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial 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 **Frederick Johannes Snyman** (Identity No. 6301205009083), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 21 January 1994 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 Sheriff for the Supreme Court's Offices, Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 15306, situated in the Town Sasolburg Extension 21, District of Parys, measuring 1 213 square metres, held by the Defendant under Deed of Transfer T9192/1989, being 53 Roy Campbell Street, Sasolburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 5th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z72715.) (Ref. Z72715/FCLS/WR/Mr Brewer/djl.)

Case 2805/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Johan Griessel,** Identity Number 5503235004007, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 21 January 1994 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 Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 1730, situated in the Town of Sasolburg Extension 20, District of Parys, measuring 784 m^2, held by the Defendant under Deed of Transfer T9745/1989, being 50 Delarey Street, Sasolburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, bathroom/w.c., kitchen, garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rands, minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 5th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72735/FCS/WR/Brewer/djl.) (Account No. Z72735.)

Case 3670/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial 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 **Ronald Edward Share,** Identity Number 6205175159002, First Defendant, and **Sanet Martina Share,** Identity Number 6707110148008, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 21 January 1994 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 1393, situated in the Town of Sasolburg Extension 1, District of Parys, measuring 714 m^2, held by the Defendants under Deed of Transfer T7513/1985, being 25 Barnard Street, Sasolburg.

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

The dwelling consists of lounge, kitchen, three bedrooms, bathroom/w.c., garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 5th day of November 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z71837/FCLS/WR/Brewer/djl.) (Account No. Z71837.)

Case 801/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Plaintiff, and **Lehasane Michael Matlolane** and **Gresy Matlolane,** Defendants

On 28 January 1994 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Le Roux Street, Theunissen, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 1319, Masilo, together with all erections or structures thereon in the Township of Masilo, held under Deed of Grant TL13176/90.

Measuring: 325 square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and/or cement residence under iron roof, consisting of lounge, bathroom, kitchen and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's office.

Dated at Randburg on this the 10th day of December 1993.

Bezuidenhout Van Zyl Inc., c/o F. B. Coetzer, 45 Van Heerden Street, Theunissen. [Tel. (057) 733-0091.] (Ref. F. Coetzer Jr.)

Saak 22849/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **W. Kruger,** Eiser, en **Melinda Odendaal,** Verweerderes

Ingevolge 'n uitspraak in die Hof van die Landdroshof, Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 12 November 1993, sal die volgende eiendom op Vrydag, 21 Januarie 1994 om 10:00, by Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere erf gedeelte van Onderverdeling 3 van die gedeelte Kenilworth 2734, geleë in die stad en distrik, Bloemfontein, gehou kragtens Transportakte T1810/1938, geregistreer in 1993. Perseeladres: Hoewe 3, Kenilworth, Bloemfontein.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Presidentgebou, St Andrewstraat, Bloemfontein.

Aldus gedoen en geteken te Bloemfontein op hierdie 20ste dag van Desember 1993.

H. J. Stander, vir Vermaak & Dennis, Prokureurs vir Eiser, Voortrekkerstraat 96, Bloemfontein.

OPENBARE VEILINGS, VERKOPE EN TENDERS
PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

OWEN L'ANGE AFSLAERS

(Reg. No. BK87/20496/23)

ONS LEI — ANDER VOLG

WOONHUIS — FREEMANVILLE, KLERKSDORP

Behoorlik daartoe gemagtig deur die Kurator van die insolvente boedel **F. P. Senekal, Meestersverwysingsnommer T2758/93,** verkoop ons die onderstaande eiendom per publieke veiling op Woensdag, 19 Januarie 1994 om 10:00, te die eiendom naamlik Hoofrifweg 54, Freemanville, Klerksdorp:

Die eiendom: Erf 31, geleë in die dorp Freemanville, Registrasieafdeling IP, Transvaal, bekend as Hoofrifweg 54, Freemanville, Klerksdorp.

Hierdie eiendom is verbeter met 'n omheinde teëldakhuis wat hoofsaaklik bestaan uit 'n veiligheidsomheinde voorstoep, ingangsportaal, sitkamer, eetkamer, kombuis met toegemaakte stoep, drie slaapkamers met ingeboude kaste, badkamer met aparte toilet, volvloermatte regdeur en buitegeboue bestaande uit 'n enkelmotorhuis, bediendekamer met aparte toilet, toegeruste boorgat en motorafdak vir vier voertuie.

Voorwaardes van verkoop:

1. 'n Kontant of bankgewaarborgde tjek deposito van 15% (vyftien persent) van die koopprys op die eiendom is by toeslaan van die bod betaalbaar en die balans van die koopprys verseker te word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg binne 30 (dertig) dae na bekragtiging van die koop.

2. Die volle en verdere verkoopvoorwaardes sal op die dag van die veiling voorgelees word.

Vir meer besonderhede of besigtiging skakel die afslaer, Owen L'ange, Klerksdorp. Tel. No. (018) 464-1071 of (018) 8-3193.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, POTCHEFSTROOM op 26 Januarie 1994 om 10:00 voor die Landdroskantoor te POTCHEFSTROOM die ondergemelde eiendom by publieke veiling verkoop:—

DIE PLAAS HAASKRAAL 468, Registrasie Afdeling I.Q., Transvaal: *GROOT:* 243,7533 Hektaar;

Blykens Akte van Transport T18447/1983 in die naam van **ALEX NICOLAAS ROBIJN.**

Ligging van hierdie eiendom:— 15 km suid van Potchefstroom

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

2 Woonhuise, melkstal met verpakkingstoor, 2 store en 2 afdakke. Veekerend omhein en verdeel in kampe. 9 Boorgate en 3 tenks.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AHAE 02460 01G 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 29 Desember 1993.

KAAP • CAPE

BOLAND BANK EIENDOMSDIENSTE & AFSLAERS (EDMS.) BPK.

TULBACH — WOONHUIS BY BUITEKANTSTRAAT 5, TULBACH, OP VRYDAG, 21 JANUARIE 1994 OM 10:00

In opdrag van die Eksekuteur van boedel wyle **A. G. Bester, No. 1139/91,** word ondergenoemde per openbare veiling te koop aangebied:

Erf 38 beskryf as sekere stuk grond geleë in die munisipaliteit en afdeling Tulbach. *Groot:* 1 963 m².

Met woonhuis op twee vlakke. *Bo:* Drie slaapkamers, badkamer en afsonderlike stort. *Onder:* Sit-, eetkamer en kombuis. Dubbel motorhuis.

Betaling: 10% (tien persent) deposito asook afslaerskommissie met BTW daarop op dag van veiling, by ondertekening van verkoopvoorwaardes en die balans teen registrasie van transport in die naam van die koper.

Navrae: Johan van Staden. Tel: (0236) 30-1056/7.

Boland Bank Eiendomsdienste & Afslaers (Edms.) Bpk., Van der Stelstraat 33, Tulbach.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, LADY GREY op 4 Februarie 1994 om 10:00 voor die Landdroskantoor te LADY GREY die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van Gedeelte 1 van die plaas WELBEDAGT nr. 46, in die Afdeling Aliwal-Noord. *GROOT:* 938,2822 hektaar.

± 3,1949 hektaar van eiendom (1) onteien deur die Administrateur van die Kaapprovinsie.

Eiendom (1) blykens Akte van Transport T49139/1984.

(2) Restant van Gedeelte 3 (DE RUST) van die plaas BRAAK FONTEIN nr. 47, in die Afdeling Aliwal-Noord. *GROOT:* 731,9066 hektaar.

Eiendom (2) blykens Akte van Transport T3564/1982.

(3) Gedeelte 4 ('n gedeelte van Gedeelte 3) van die plaas BRAAK FONTEIN nr. 47 in die Afdeling Aliwal-Noord. *GROOT:* 228,6940 hektaar.

(4) Die restant van die plaas BRAAK FONTEIN nr. 47 in die Afdeling Aliwal-Noord. *GROOT:* 542,6131 hektaar.

Eiendomme (3) en (4) blykens Akte van Transport T62935/1989.

(5) Restant van Gedeelte 2 (RIEBEEK) (gedeelte van Gedeelte 1) van die plaas BRAAK FONTEIN nr. 47, in die Afdeling Aliwal-Noord. *GROOT:* 738,9998 hektaar.

Eiendom (5) blykens Akte van Transport T467/1979 in die naam van DANIEL RUDOLF MARAIS.

Ligging van hierdie eiendomme:—

Eiendomme (1) en (5): 10 km suidwes van Lady Grey

Eiendomme (2), (3) en (4): 12 km suidwes van Lady Grey

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Woonhuis, dubbelmotorhuis, skeer- en voerskuur, klipskuur, melkportaal en 4 arbeidershuise. Veekerend omhein. 5 Boorgate, 3 sementdamme, 11 drinkbakke, 6 gronddamme en keerwal in spruit.

Eiendom (2)

Woonhuis, 2 klipskure, motorhuis, rondawel, voerskuur, 2 kuilvoertorings, varkhokke en 3 arbeidershuise. Veekerend omhein. 4 Boorgate, 3 sementdamme, 14 drinkbakke en 6 gronddamme.

Eiendomme (3) en (4)

2 Woonhuise, rondawel, dubbelmotorhuis, werkswinkel, vee-afdak, motorhuis met buitekamer, melkportaal met voerskuur, implementeskuur en 3 arbeidershuise. Veekerend omhein en verdeel in kampe. 4 Boorgate, sementdam, sinkdam, 10 drinkbakke en 3 gronddamme.

Eiendom (5)

Woonhuis met 4 motorhuise, skeerskuur, melkportaal, voerskuur met motorhuis, voerskuur, stoorkamers, rondawel en 8 arbeidershuise. Veekerend omhein en verdeel in kampe. 6 Boorgate, 6 sementdamme, 22 drinkbakke en gronddam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAL 02387 06G 08G 09G 10G 100269 (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 30 Desember 1993.

NATAL

PUBLIC AUCTION

POWERFLOW EXHAUSTS (PTY) LTD, IN LIQUIDATION, **MASTER'S REFERENCE N489/93**

Duly authorised by the Master of the Supreme Court, Pietermaritzburg, the Joint Provisional Liquidators hereby invite tenderers to submit unconditional, sealed, written offers to us for the purchase of the right, title and interest into Trade Mark No. 79/4257 "Powerflow", together with any common law rights in that name which it claims.

Conditions of sale:

1. The sale will be voetstoots.

2. The highest offer (or any offer) will not necessarily be accepted.

3. A deposit of 10% (ten per cent) of the offered price by means of a bank-guaranteed cheque must accompany all offers. The balance to be paid within seven (7) days of acceptance.

4. Delivery will be given as soon as possible after acceptance, subject to the requirements of the Registrar of Trade Marks.

5. All offers will be irrevocable for a period of 14 (fourteen) days after noon on 21 January 1994 (which is the date upon which sealed offers will be opened before the Master of the Supreme Court, Pietermaritzburg).

Offer to purchase:

The offer to purchase must be tendered on the prescribed tender document which can be collected from the Joint Liquidator, K. D. Krumm, Deloitte & Touche Trust (Pty) Ltd, Deloitte & Touche House, 2 Devonshire Place, Durban, 4001. All offers must reach the said liquidator at the aforementioned address by noon on 18 January 1994.

Tenderers' attention is drawn to the fact that senior counsel's opinion has been obtained to the effect that the trade mark could be expunged on the grounds of loss of distinctiveness and that such is no longer exclusive to **Powerflow Exhausts (Pty) Ltd,** in liquidation.

K. D. Krumm, Joint Liquidator, for Powerflow Exhausts (Pty) Ltd, in liquidation. Telephone (031) 366-7911. Telefax (031) 304-2029.

DALES BROS. PROPERTY AUCTIONS

Duly instructed by the respective Trustees, auction sales to be held on Wednesday, 19 January 1994:

Various insolvent estates:

At 11:30: Insolvent estate **C. P. R. Skelton, Master's Reference No. N328/93,** on site, 42 Mahai Road, Waterfall. Three-bedroomed, brick and tile home with lock-up garage and servant's quarters; thereafter

At 13:30: Insolvent estate **H. Chunilal, Master's Reference No. N304/93,** on site, 595 Mountbatten Drive, Reservoir Hills. Modern 190 m^2 triplex with large family room;

Followed by (from the same venue): Level, prestigious residential site: 1 409 m^2, Reservoir Hills, being 155 McClarty Road (Lot 2575, Reservoir Hills); thereafter

At 14:30: Insolvent estate **P. Wilken, Master's Reference No. N348/93,** on site, 11 Deane Park, Nettleton Road, Sherwood. Neat two-bedroomed simplex.

A 20% (twenty per cent) guaranteed deposit in respect of each property is payable on the fall of the hammer. Conditions of sale available at Tel. (031) 701-3251.

ERPO AUCTIONEERS

PUBLIC AUCTION OF TIME SHARE UNITS

INSOLVENT ESTATE **S. STONE, No. T3981/92**

Duly instructed by the trustee in the insolvent estate **S. Stone, Master's Reference T3981/92,** we will sell by public auction, without reserve, and to the highest bidder, subject to confirmation by the trustee, on Friday, 21 January 1994 at 10:00, at the offices of Van Velden-Duffy, Biblio Plaza, Second Floor, corner of Van Staden and Smit Streets, the following:

Four shares in Dafmons Investments Shareblock Limited, comprising of two fixed weeks time share in the Salamander Resort, Umhlanga Rocks, and;

1/52 share in section 804, Durban Spa, comprising of one flexi-week time share in Durban.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheque). Balance within 30 days after confirmation.

For further particulars contact Mr G. Albertse at (0142) 2-1135.

PUBLIC AUCTION

CLOSE CORPORATION, IN LIQUIDATION

SALE OF ASSETS — LADYSMITH

Duly instructed thereto by the provisional liquidator, Vernon Redvers Lee, in the matter of **Highlander Manufacturing CC,** in liquidation, **Master's Reference N575/93,** we will sell, subject to confirmation, on 26 January 1994 at 10:00, at 49 Burger Street, Ladysmith, the undermentioned goods:

Machinery for the manufacture of freezers and refrigerators, including office equipment, absorption units, band saws, lathe, compressor, presses, drill presses, injection moulding machine, cleaning taks with acid filter pumps, tables, moulds and other items, too numerous to mention.

D. B. Marshall, Brink Estates, 9 Poort Road, Ladysmith, Natal. Tel. (0361) 31-0310.

PUBLIC AUCTION

COMPANY, IN LIQUIDATION

SALE OF ASSETS — LADYSMITH

Duly instructed thereto by the provisional liquidator, Robert Peter Pace, in the matter of **Marine Appliances (Proprietary) Limited,** in liquidation, **Master's Reference N638/93,** we will sell, subject to confirmation, on 26 January 1994 at 10:00, at 49 Burger Street, Ladysmith, the undermentioned goods:

Machinery for the manufacture of freezers and refrigerators, including office equipment, computers, thermometers, metal benders, foaming machine, compressor, press beds, moulds, welding equipment and other items too numerous to list.

D. B. Marshall, Brink Estates, 9 Poort Road, Ladysmith, Natal. Tel. (0361) 31-0310.

ORANJE-VRYSTAAT
ORANGE FREE STATE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, TROMPSBURG op 28 Januarie 1994 om 10:00 voor die Landdroskantoor te TROMPSBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas WINKELHAAK 147, distrik Trompsburg. *GROOT:* 85,6532 hektaar.

(2) Die plaas KORTHOEK 54, distrik Trompsburg. *GROOT:* 436,3374 hektaar.

(3) Die plaas OU KRAAL 288, distrik Trompsburg. *GROOT:* 583,5453 hektaar.

Eiendomme (1) tot (3) blykens Akte van Transport T2427/1978.

(4) Die plaas STILLEWONING 353, distrik Trompsburg. *GROOT:* 1100,9126 hektaar.

Eiendom (4) blykens Sertifikaat van Verenigde Titel T13256/1983

(5) Die plaas POORTJE 180, distrik Trompsburg. *GROOT:* 1657,6749 hektaar.

Eiendom (5) blykens Akte van Transport T10106/1990 in die naam van FREDERIK WILLEM AUGUSTUS ALEXANDER

Ligging van hierdie eiendomme:

Eiendomme (1) tot (4): 17 km oos van Trompsburg

Eiendom (5): 55 km oos van Trompsburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3): 2 Woonhuise, staalstoor, skeerskuur, ramstal, 2 voerskure en 6 arbeidershuise. Veekerend omhein en verdeel in kampe. 13 Boorgate en 8 damme met krippe.

Eiendom (4): Woonhuis. Veekerend omhein en verdeel in kampe. 3 Boorgate en 2 damme en krippe.

Eiendom (5): Woonhuis, skeerskuur, rondawel en 4 arbeidershuise. Veekerend omhein en verdeel in kampe. 9 Boorgate en 8 damme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAS 04684 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 30 Desember 1993.

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.

2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.

3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.

4. ***Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***

———oOo———

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.

2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.

3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.

4. ***It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.***

INHOUDSOPGAWE

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Belangrik

Maak uself deeglik vertroud met die

"Voorwaardes vir Publikasie"

van wetlike kennisgewings in die Staatskoerant, *asook met die nuwe tariewe wat daarmee in verband staan*

Sien Lys van Vaste Tariewe en Voorwaardes op voorste binnebladsye

Important

Please acquaint yourself thoroughly with the

"Conditions for Publication"

of legal notices in the Government Gazette, *as well as the new tariffs in connection therewith*

See List of Fixed Tariff Rates and Conditions on front inner pages

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REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA

Staatskoerant
Government Gazette

Regulasiekoerant **No. 5234** *Regulation Gazette*

Vol. 343 PRETORIA, 7 JANUARIE JANUARY 1994 No. 15411

PROKLAMASIE

van die

Staatspresident

van die Republiek van Suid-Afrika

No. R. 2, 1994

WET OP DIE ONAFHANKLIKE MEDIAKOMMISSIE, 1993 (WET No. 148 VAN 1993)

INWERKINGTREDING VAN WET

Kragtens artikel 63 van die Wet op die Onafhanklike Mediakommissie, 1993 (Wet No. 148 van 1993), bepaal ek **12 Januarie 1994** as die datum waarop genoemde Wet in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Kaapstad, op hede die Vier-en-twintigste dag van Desember Eenduisend Negehonderd Drie-en-negentig.

F. W. DE KLERK,
Staatspresident.

Op las van die Staatspresident-in-Kabinet:

D. P. A. SCHUTTE,
Minister van die Kabinet.

PROCLAMATION

by the

State President

of the Republic of South Africa

No. R. 2, 1994

INDEPENDENT MEDIA COMMISSION ACT, 1993 (ACT No. 148 OF 1993)

COMMENCEMENT OF ACT

Under section 36 of the Independent Media Commission Act, 1993 (Act No. 148 of 1993), I hereby determine **12 January 1994** as the date on which the said Act shall come into operation.

Given under my Hand and the Seal of the Republic of South Africa at Cape Town this Twenty-fourth day of December, One thousand Nine hundred and Ninety-three.

F. W. DE KLERK,
State President.

By order of the State President-in-Cabinet:

D. P. A. SCHUTTE,
Minister of the Cabinet.

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN FINANSIES

No. R. 20 **7 Januarie 1994**

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/652)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

T. G. ALANT,
Adjunkminister van Finansies.

GOVERNMENT NOTICES

DEPARTMENT OF FINANCE

No. R. 20 **7 January 1994**

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/652)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

T. G. ALANT,
Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
85.25			Deur subpos No. 8525.20 deur die volgende te vervang:			
	"8525.20		Transmissie-apparate wat ontvangsapparate inkorporeer:			
	.35	0	Vir bedryf in die frekwensiebestek 1,6 tot 26 megahertz, en nie geskik om buite dié frekwensiebestek te ontvang of te transmitteer nie	getal	vry	
	.45	8	Vir bedryf in die frekwensiebestek 107 tot 137 megahertz, en nie geskik om buite dié frekwensiebestek te ontvang of te transmitteer nie	getal	vry	
	.90	3	Ander	getal	15%"	

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
85.25			By the substitution for subheading No. 8525.20 of the following:			
	"8525.20		Transmission apparatus incorporating reception apparatus:			
	.35	0	For operation in the frequency range 1,6 to 26 megahertz, and incapable of reception or transmission outside of this frequency range	no.	free	
	.45	8	For operation in the frequency range 107 to 137 megahertz, and incapable of reception or transmission outside of this frequency range	no.	free	
	.90	3	Other	no.	15%"	

DEPARTEMENT VAN MINERAAL- EN ENERGIESAKE

No. R. 34 **7 Januarie 1994**

WET OP PETROLEUMPRODUKTE, 1977

REGULASIES MET BETREKKING TOT PETROLEUMPRODUKTE

Die Minister van Mineraal- en Energiesake het kragtens artikel 4A van die Wet op Petroleumprodukte, 1977 (Wet No. 120 van 1977), die regulasies uitgevaardig soos in die Bylae hierby uiteengesit.

BYLAE

Goewermentskennisgewing No. R. 1262, gedateer 16 Julie 1993 word hierby ingetrek.

DEPARTEMENT VAN NASIONALE GESONDHEID EN BEVOLKINGS-ONTWIKKELING

No. R. 35 **7 Januarie 1994**

DIE SUID-AFRIKAANSE APTEKERSRAAD

REGULASIES BETREFFENDE DIE GELDE WAT KRAGTENS DIE WET OP APTEKERS, 1974, AAN EN DEUR DIE RAAD BETAALBAAR IS

Die Minister vir Nasionale Gesondheid en Welsyn het kragtens artikel 49 van die Wet op Aptekers, 1974 (Wet No. 53 van 1974), op aanbeveling van die Suid-Afrikaanse Aptekersraad, die regulasies in die Bylae uitgevaardig.

BYLAE

1. In hierdie Bylae beteken "die Wet" die Wet op Aptekers, 1974 (Wet No. 53 van 1974), en, tensy uit die samehang anders blyk, het 'n uitdrukking waaraan 'n betekenis in die Wet toegeken is, daardie betekenis.

2. (1) Die volgende gelde is kragtens die Wet aan die Raad betaalbaar deur—

(a) 'n aptekerstudent vir—

(i) registrasie as aptekerstudent: R15;

(ii) laat registrasie as aptekerstudent, dit wil sê na 31 Maart van die jaar waarin registrasie moet plaasvind: R20;

(iii) die terugplasing van sy naam op die register: R15;

(b) 'n apteker-intern vir—

(i) registrasie as apteker-intern: R60;

(ii) die oorplasing van 'n internskap van een opleidingsinrigting na 'n ander: R100;

(c) die tutor van 'n apteker-intern of aptekersassistent, vir inspeksiegelde van die opleidingsapteek: R200;

(d) 'n aptekersassistent vir—

(i) registrasie as 'n aptekersassistent: R90;

(ii) die terugplasing van sy naam op die register: R30;

(iii) jaarlikse geld betaalbaar nie later as 1 Junie van elke jaar nie: R90;

DEPARTMENT OF MINERAL AND ENERGY AFFAIRS

No. R. 34 **7 January 1994**

PETROLEUM PRODUCTS ACT, 1977

REGULATIONS IN RESPECT OF PETROLEUM PRODUCTS

The Minister of Mineral and Energy Affairs has, under section 4A of the Petroleum Products Act, 1977 (Act No. 120 of 1977), made the regulations as set out in the Schedule hereto.

SCHEDULE

Government Notice No. R. 1262, dated 16 July 1993 is hereby withdrawn.

DEPARTMENT OF NATIONAL HEALTH AND POPULATION DEVELOPMENT

No. R. 35 **7 January 1994**

THE SOUTH AFRICAN PHARMACY COUNCIL

REGULATIONS RELATING TO THE FEES PAYABLE BY AND TO THE COUNCIL UNDER THE PHARMACY ACT, 1974

The Minister for National Health and Welfare has, on the recommendation of the South African Pharmacy Council, in terms of section 49 of the Pharmacy Act, 1974 (Act No. 53 of 1974), made the regulations in the Schedule.

SCHEDULE

1. In this Schedule "the Act" means the Pharmacy Act, 1974 (Act No. 53 of 1974), and any expression to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise.

2. (1) The following fees shall, under the Act, be payable to the Council by—

(a) a pharmacy student for—

(i) registration as a pharmacy student: R15;

(ii) late registration as a pharmacy student, i.e. after 31 March of the year in which registration takes place: R20;

(iii) the restoration of his name to the register: R15;

(b) a pharmacist intern for—

(i) registration as a pharmacist intern: R60;

(ii) the transfer of internship from one training institution to another: R100;

(c) the tutor of a pharmacist intern or pharmacist's assistant, for an inspection of the training pharmacy: R200;

(d) a pharmacist's assistant for—

(i) regisration as a pharmacist's assistant: R90;

(ii) the restoration of his name to the register: R30;

(iii) the annual fees, payable not later than 1 June of each year: R90;

(e) 'n persoon wat 'n indiensopleidingskursus volg ten einde as aptekersassistent te kan registreer, vir—

(i) inskrywing en registrasie vir die raad se indiensopleidingskursus 'n eenmalige bedrag (betaalbaar elke drie jaar of indien die opleiding langer as drie jaar duur, sodanige bedrag elke drie jaar of gedeelte daarvan): R165;

(ii) inskrywing vir 'n skriftelike eksamen (per vraestel): R60;

(iii) inskrywing vir 'n mondelinge eksamen: R60;

(iv) registrasie as 'n aptekersassistent na aflegging van die raad se indiensopleidingskursus: R90;

(f) 'n apteker vir—

(i) registrasie as 'n apteker: R250;

(ii) die registrasie van 'n addisionale kwalifikasie of aanvullende opleidingskursus: R100;

(iii) die uitreik van 'n duplikaat-registrasiesertifikaat: R100;

(iv) die uitreik van 'n gesertifiseerde uittreksel uit die register: R100;

(v) die uitreik van 'n sertifikaat van status: R50;

(vi) inskrywing van die toets bedoel in artikel 19 (b) van die Wet: R250;

(vii) (aa) inskrywing vir 'n graad, diploma of sertifikaat in artikel 16 van die Wet bedoel: R1 000;

(bb) inskrywing vir 'n aanvullende eksamen vir 'n graad, diploma of sertifikaat in artikel 16 van die Wet bedoel: R500;

(cc) analise van eksamenuitslae (per vraestel): R100;

(viii) inskrywing vir die eksamen vir die registrasie van 'n spesialiteit: R400;

(ix) registrasie van 'n spesialiteit: R300;

(x) die terugplasing van sy naam op die register—

(aa) na skrapping kragtens artikel 23 (1) (a), (c) of (e) van die Wet: R100;

(bb) na skrapping kragtens artikel 23 (1) (b) of (d) van die Wet: R750;

(cc) na skrapping kragtens artikel 45 (1) (c) van die Wet: R750;

(xi) jaarlikse geld betaalbaar nie later as 1 Februarie van elke jaar nie deur 'n apteker—

(aa) wat binne die Republiek van Suid-Afrika woonagtig is: R288;

(bb) wat buite die Republiek van Suid-Afrika woonagtig is: R200;

(e) a person undergoing the in-service training course with a view to registration as a pharmacist's assistant for—

(i) entrance to and registration for the council's in-service training course, a one-time amount (or if the training is longer than three years such an amount every three years or portion thereof): R165;

(ii) entrance to a written examination (per paper): R60;

(iii) entrance to an oral examination: R60;

(iv) registration as a pharmacist's assistant after completion of the council's in-service training course: R90;

(f) a pharmacist for—

(i) registration as a pharmacist: R250;

(ii) the registration of an additional qualification or supplementary training course: R100;

(iii) the issuing of a duplicate registration certificate: R100;

(iv) the issuing of a certified extract from the register: R100;

(v) the issuing of a certificate of status: R50;

(vi) entrance to the test referred to in section 19 (b) of the Act: R250;

(vii) (aa) entrance for the degree, diploma or certificate referred to in section 16 of the Act: R1 000;

(bb) entrance to the supplementary examination for a degree, diploma or certificate referred to in section 16 of the Act: R500;

(cc) analysis of examination results (per paper): R100;

(viii) entrance to the examination for registration of a speciality: R400;

(ix) the registration of a speciality: R300;

(x) the restoration of his name to the register—

(aa) after removal under section 23 (1) (a), (c) or (e) of the Act: R100;

(bb) after removal under section 23 (1) (b) or (d) of the Act: R750;

(cc) after removal under section 45 (1) (c) of the Act: R750;

(xi) annual fees, payable not later than 1 February of each year by a pharmacist—

(aa) residing within the Republic of South Africa: R288;

(bb) residing outside the Republic of South Africa: R200;

(g) 'n regspersoon bedoel in artikel 22 van die Wet wat as apteker sake doen, vir—

(i) die registrasie van die regspersoon: R1 000;

(ii) die registrasie van die besturende direkteur van die regspersoon: R400;

(iii) die uitreik van 'n nuwe registrasiesertifikaat nadat die regspersoon sy naam verander het—

(aa) aan die regspersoon: R30;

(bb) aan sy besturende direkteur: R30;

(h) 'n korporasie bedoel in artikel 22B van die Wet wat as 'n apteker sake doen, vir—

(i) die registrasie van die korporasie: R1 000;

(ii) die registrasie van die bestuurder van die korporasie: R400;

(iii) die uitreik van 'n nuwe registrasiesertifikaat nadat die korporasie sy naam verander het—

(aa) aan die korporasie: R30;

(bb) aan sy bestuurder: R30;

(i) 'n apteker of besturende direkteur (van 'n regspersoon) of bestuurder (van 'n korporasie) wat as apteker sake doen, vir—

(i) 'n apteek wat onder die opskrif "kleinhandelsapteke" in die register ingeskryf is, as jaarlikse registrasiegeld betaalbaar nie later as 2 Januarie van elke jaar nie: R350;

(ii) 'n apteek wat onder die opskrif "farmaseutiese vervaardigers, groothandelaars en verspreiders" in die register ingeskryf is, as jaarlikse registrasie geld betaalbaar nie later as 2 Januarie van elke jaar nie: R2 000;

(iii) eenmalige registrasiegeld vir 'n nuwe apteek: R300.

(2) Die Raad kan 'n apteker van betaling van enige jaargeld betaalbaar ingevolge subregulasie (1) vrystel op grond van ouderdom of swak gesondheid of sodanige ander omstandighede as wat die Raad goedkeur.

(3) Enige jaargeld ingevolge subregulasie (1) (f) (xi) deur 'n apteker betaalbaar, word by aanvanklike registrasie as apteker op 'n *pro rata*-grondslag bereken vanaf die eerste dag van die maand waarin sodanige registrasie plaasvind tot 31 Desember van die jaar van sodanige registrasie.

(4) Die volgende geld is kragtens die Wet aan die Raad betaalbaar deur enige persoon vir—

(i) die uitreik van 'n sertifikaat van kursusse voltooi vir die Raad se Diploma in Farmasie: R100;

(ii) die uitreik van 'n duplikaat-registrasiesertifikaat kragtens artikel 27 van die Wet: R100.

3. (1) Die volgende gelde en toelaes word kragtens die Wet deur die Raad betaal aan—

(a) 'n persoon aangestel om 'n opleidingsapteek te inspekteer: R100;

(b) 'n persoon in paragraaf (a) bedoel: Vervoerkoste teen R1,00 per kilometer vir die reis na en van die apteek wat geïnspekteer moet word;

(g) a body corporate referred to in section 22 of the Act carrying on business as a pharmacits for—

(i) the registration of the body corporate: R1 000;

(ii) the registration of the managing director of the body corporate: R400;

(iii) the issuing of a new registration certificate after the body corporate has changed its name—

(aa) to the body corporate: R30;

(bb) to its managing director: R30;

(h) a corporation referred to in section 22B of the Act carrying on business as a pharmacist for—

(i) the registration of the corporation: R1 000;

(ii) the registration of the manager of the corporation: R400;

(iii) the issuing of a new registration certificate after the corporation has changed its name—

(aa) to the corporation: R30;

(bb) to its manager: R30;

(i) a pharmacist or the managing director (of a body corporate), or manager (of a corporation) carrying on business as a pharmacist, for—

(i) a pharmacy which is entered in the register under the heading "retail pharmacies", as annual registration fee, payable not later than 2 January of each year: R350;

(ii) a pharmacy which is entered in the register under the heading "pharmaceutical manufacturers, wholesalers and distributors", as annual registration fee, payable not later than 2 January of each year: R2 000;

(iii) the one-time registration of a new pharmacy: R300.

(2) The Council may exempt a pharmacist from payment of any annual fee payable in terms of subregulation (1) on the grounds of age or ill-health or other such circumstances as the Council may approve.

(3) Any annual fee payable by a pharmacist in terms of subregulation (1) (f) (xi) upon initial registration as a pharmacist shall be calculated on a *pro rata* basis from the first day of the month in which such registration took place until 31 December of the year of such registration.

(4) The following fees shall, under the Act, be payable to the Council by any person for—

(i) the issuing of a certificate of courses completed for the Council's Diploma in Pharmacy: R100;

(ii) the issuing of a duplicate registration certificate in terms of section 27 of the Act: R100.

3. (1) The following fees and allowances shall, under the Act, be paid by the Council to—

(a) a person appointed to inspect a training pharmacy: R100;

(b) a person referred to in paragraph (a): Transport expenses at R1,00 per kilometre for travelling to and from the pharmacy that is to be inspected;

(c) 'n lid van die Raad wat 'n vergadering van die Raad of van 'n komitee van die Raad bywoon of wat andersins met die werksaamhede van die Raad besig is:

(i) Lidtoelae teen R400 per dag vir die dag van die vergadering en/of die geskeduleerde werksaamheid van die Raad waarby die lid betrokke is;

(ii) 'n verblyftoelae gelykstaande met werklike uitgawes ten opsigte van verblyf en klein uitgawes soos genoodsaak vir die werksaamheid van die Raad;

(iii) 'n toelae van R30 per uur vir reistyd en/of verblyftyd vir die bywoon van 'n Raadsvergadering en/of ander werksaamheid van die Raad waarby die lid betrokke is: Met dien verstande dat hierdie gelde nie betaalbaar is aan 'n lid op die dag van die Raadsaktiwiteit waarop gelde ingevolge subregulasie 3 (1) (c) (i) *supra* betaalbaar is nie, en die gelde betaalbaar is vanaf die laatste tyd waarop daar redelikerwyse verwag kan word dat 'n lid sy tuiste moet verlaat om 'n vergadering by te woon tot die vroegste tyd waarop hy kan reël om na sy tuiste terug te keer: Met dien verstande voorts dat—

(aa) wanneer die duur van 'n vergadering onseker is, 'n lid 'n redelike tyd, maar hoogstens 12 uur, na afloop van 'n vergadering toegelaat word om 'n lugreis of treinbespreking vir sy terugrit huistoe te verkry;

(bb) die lidtoelae nie ten opsigte van 'n Sondag betaalbaar is nie;

(iv) sy werklike uitgawes aan die indiensneming van 'n plaasvervanger gedurende sy afwesigheid van sy kleinhandelsapteek;

(v) reisgeld per lug, trein, bus, taxi of huurmotor;

(vi) 'n vervoertoelae teen R1,00 per kilometer indien hy sy motor in die afwesigheid van openbare vervoer gebruik: Met dien verstande dat aan 'n lid wat verkies om per motor te reis waar lug- of treindienste bestaan, die toepaslike lugreis- of treingeld vergoed sal word.

(2) Die volgende gelde en toelaes word ook deur die Raad betaal—

(a) aan 'n lid van 'n vaste komitee, subkomitee of *ad hoc*-komitee van die Raad wat nie 'n lid van die Raad soos bedoel in artikel 5 van die Wet is nie, wat 'n vergadering van die Raad of van 'n komitee van die Raad bywoon: Gelde en toelaes gelykstaande met die gelde en toelaes bedoel in subregulasie (1) (c);

(b) aan 'n persoon wat nie lid van die Raad is nie, wat op versoek van die Raad 'n vergadering van die Raad of van 'n vaste komitee, subkomitee of *ad hoc*-komitee van die Raad bywoon: Uitgawes ten opsigte van verblyf-, vervoer- of ander koste verbonde aan sodanige bywoning:

Met dien verstande dat aan sodanige lid of persoon wat verkies om per motor te reis waar lug- of treindienste bestaan, die toepaslike lugreis- of treingeld vergoed word.

(c) a member of the Council who attends a meeting of the Council or of a committee of the Council or who is otherwise engaged in the business of the Council:

(i) Member's allowance at the rate of R400 per day for the day of the meeting and/or scheduled business of the Council in which the member is involved;

(ii) a subsistence allowance equal to actual expenses incurred in respect of accommodation and out-of-pocket expenses as necessary for the business of the Council;

(iii) an allowance of R30 per hour in respect of travelling time and/or accommodation for the attendance of a meeting of the Council and/or other business of the Council in which the member is involved: Provided that these fees shall not be payable to a member in respect of the day on which fees in terms of subregulation 3 (1) (c) (i) *supra* are paid, and that these fees (allowances) shall be payable with effect from the latest time that a member can reasonably be expected to leave his place of residence in order to attend a meeting until the earliest time that can be arranged for him to return to his place of residence: Provided further that—

(aa) when the duration of a meeting is uncertain, a member shall be allowed a reasonable time after the conclusion of the meeting, but not exceeding 12 hours, to secure an air or train reservation for his return home;

(bb) the member's allowance shall not be paid in respect of a Sunday;

(iv) his actual expenditure on the employment of a *locum tenens* during his absence from his retail pharmacy;

(v) air, rail, bus, taxi or car-rental fares;

(vi) a transport allowance of R1,00 per kilometre if he uses his motor car, in the absence of public transport: Provided that a member who elects to travel by motor car where air or rail services exist shall be refunded the appropriate air or rail fare.

(2) The following fees and allowances shall also be paid by the Council—

(a) to a member of a standing committee, subcommittee, or *ad hoc* committee of the Council who is not a member of the Council referred to in section 5 of the Act who attends a meeting of the Council or of a committee of the Council: Fees and allowances equal to the fees and allowances referred to in subregulation (1) (c);

(b) to a person who is not a member of the Council who at the request of the Council attends a meeting of the Council or of any standing committee, subcommittee or *ad hoc* committee of the Council: Out-of-pocket expenses in respect of subsistence, trasport or other expenses associated with such attendance:

Provided that such a member or person who elects to travel by motor car where air or rail services exist shall be refunded the appropriate air or rail fare.

4. Die regulasies afgekondig by Goewermentskennisgewing No. R. 2235 van 4 November 1988, soos gewysig by Goewermentskennisgewings Nos. R. 550 van 16 Maart 1990, R. 2476 van 26 Oktober 1990, R. 2551 van 25 Oktober 1991 en R. 3452 van 31 Desember 1992, word hierby herroep.

PROVINSIALE ADMINISTRASIE VAN DIE KAAP DIE GOEIE HOOP

No. R. 21 **7 Januarie 1994**

REGULASIES BETREFFENDE PLAASLIKE RADE: WYSIGING VAN GOEWERMENTSKENNISGEWING No. R. 2517 VAN 9 DESEMBER 1988

Kragtens artikel 6 van die Wet op Plaaslike Rade (Volksraad), 1987 (Wet No. 94 van 1987), wysig ek, Jacobus Wouter Henry Meiring, Administrateur van die Kaap die Goeie Hoop, hierby die regulasies afgekondig by Goewermentskennisgewing No. R. 2517 van 9 Desember 1988, soos gewysig deur Goewermentskennisgewing No. R. 295 van 24 Februarie 1989, Goewermentskennisgewing No. R. 236 van 9 Februarie 1990, Goewermentskennisgewing No. R. 2134 van 7 September 1990, Goewermentskennisgewing No. R. 2106 van 23 Augustus 1991, Goewermentskennisgewing No. R. 3039 van 13 Desember 1991, Goewermentskennisgewing No. R. 1435 van 29 Mei 1992 en Goewermentskennisgewing No. R. 3076 van 6 November 1992, ooreenkomstig die Bylae.

BYLAE

1. Vervang regulasie 42 deur die volgende regulasie:

"42. Die bepalings van Hoofstuk IX van die Ordonnansie op Afdelingsrade, 1976 (Ordonnansie No. 18 van 1976), en al die Kaapse Provinsiale Administrasie se beleide, riglyne en delegasies met betrekking tot Hoofstuk IX van die Ordonnansie is *mutatis mutandis* van toepassing op die gebied van 'n plaaslike raad.

J. W. H. MEIRING,
Administrateur van die Kaap die Goeie Hoop.

DEPARTEMENT VAN MANNEKRAG

No. R. 17 **7 Januarie 1994**

WET OP ARBEIDSVERHOUDINGE, 1956

SUIKERVERVAARDIGINGS- EN -RAFFINEERNYWERHEID: WYSIGING VAN OOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1995 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

4. The regulations published under Government Notice No. R. 2235 of 4 November 1988, as amended by Government Notices Nos. R. 550 of 16 March 1990, R. 2476 of 26 October 1990, R. 2551 of 25 October 1991 and R. 3452 of 31 December 1992 are hereby repealed.

PROVINCIAL ADMINISTRATION OF THE CAPE OF GOOD HOPE

No. R. 21 **7 January 1994**

REGULATIONS REGARDING LOCAL COUNCILS: AMENDMENT OF GOVERNMENT NOTICE No. R. 2517 OF 9 DECEMBER 1988

Under section 6 of the Local Councils Act (House of Assembly), 1987 (Act No. 94 of 1987), I, Jacobus Wouter Henry Meiring, Administrator of the Cape of Good Hope, hereby amend the regulations promulgated under Government Notice No. R. 2517 of 9 December 1988, as amended by Government Notice No. R. 295 of 24 February 1989, Government Notice No. R. 236 of 9 February 1990, Government Notice No. R. 2134 of 7 September 1990, Government Notice No. R. 2106 of 23 August 1991, Government Notice No. R. 3039 of 13 December 1991, Government Notice No. R. 1435 of 29 May 1992 and Government Notice No. R. 3076 of 6 November 1992, in accordance with the Schedule.

SCHEDULE

1. Replace regulation 42 with the following regulation:

"42. The provisions of Chapter IX of the Divisional Councils Ordinance, 1976 (Ordinance No. 18 of 1976), and all the Cape Provincial Administration's policies, directives and delegations in regard to Chapter IX of that Ordinance, shall *mutatis mutandis* apply to the area of a local council."

J. W. H. MEIRING,
Administrator of the Cape of Good Hope.

DEPARTMENT OF MANPOWER

No. R. 17 **7 January 1994**

LABOUR RELATIONS ACT, 1956

SUGAR MANUFACTURING AND REFINING INDUSTRY: AMENDMENT OF AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1995, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1995 eindig, bindend is vir alle ander werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE SUIKERVERVAARDIGINGS- EN -RAFFINEERNYWERHEID

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen

The Sugar Manufacturing and Refining Employers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en

The Amalgamated Engineering Union

The South African Electrical Workers' Association

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

National Sugar and Refining and Allied Industries Employees' Union

Food and Allied Workers' Union

en

National Industries and Commercial Workers' Union

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Suikervervaardigings- en -raffineernywerheid,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2204 van 5 Oktober 1984, soos gewysig en hernieu deur Goewermentskennisgewings Nos. R. 1821 van 23 Augustus 1985, R. 1808 en R. 1809 van 29 Augustus 1986, R. 2456 en R. 2457 van 30 Oktober 1987, R. 2426 en R. 2427 van 2 Desember 1988, R. 161 en R. 162 van 26 Januarie 1990 en R. 3375 en R. 3376 van 18 Desember 1992 en R. 2302 van 3 Desember 1993.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Suikervervaardigings- en -raffineernywerheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is;

(b) in die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het, en uitgesonderd die Lower Illovo-gesondheidskomiteegebied, Hlabisa, Inanda, Lower Tugela, Lower Umfolozi, Mtunzini, Pinetown en Umzinto, in die landdrosdistrik Eshowe, soos omskryf, voor die heromskrywing van sy plaaslike grense by Goewermentskennisgewing 1356 van 6 September 1963, en in die landdrosdistrik Piet Retief, en in die landdrosdistrik New Hanover (uitgesonderd die Gesondheidskomiteegebied van Dalton).

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1995, upon all employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE SUGAR MANUFACTURING AND REFINING INDUSTRY

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between

The Sugar Manufacturing and Refining Employers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and

The Amalgamated Engineering Union

The South African Electrical Workers' Association

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

National Sugar and Refining and Allied Industries Employees' Union

Food and Allied Workers' Union

and

National Industries and Commercial Workers' Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Sugar Manufacturing and Refining Industry,

to amend the Agreement published under Government Notice No. R. 2204 of 5 October 1984, as amended and renewed by Government Notices Nos. R. 1821 of 23 August 1985, R. 1808 and R. 1809 of 29 August 1986, R. 2456 and R. 2457 of 30 October 1987, R. 2426 and R. 2427 of 2 December 1988, R. 161 and R. 162 of 26 January 1990 and R. 3375 and R. 3376 of 18 December 1992 and R. 2302 of 3 December 1993.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Sugar Manufacturing and Refining Industry—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;

(b) in the Magisterial District of Durban (excluding that portion which, prior to the publication of Government Notice No. 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), and excluding the Lower Illovo Health Committee Area, Hlabisa, Inanda, Lower Tugela, Lower Umfolozi, Mtunzini, Pinetown and Umzinto, in the Magisterial District of Eshowe, as defined, prior to the redefinition of its local limits under Government Notice No. 1356 of 6 September 1963, in the Magisterial District of Piet Retief, and in the Magisterial District of New Hanover (excluding the Health Committee area of Dalton).

(2) Ondanks subklousule (1) is hierdie ooreenkoms—

(a) van toepassing slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

(b) van toepassing op vakleerlinge vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes daarkragtens voorgeskryf of kennisgewings daarkragtens bestel nie;

(c) nie van toepassing op voltydse studente en skoliere wat gedurende vakansietye binne die Nywerheid werk gekry het nie.

1. KLOUSULE 4: WERKOMSKRYWING EN GRADE

SEKSIE 8: BEDRYF VAN AANLEG

(1) In subparagraaf 8.5 onder "Werkbenaming" en onder "Ou werkbenamings gedek" skrap die uitdrukking "Bediener van 'n Centrifugal", en onder "Omskrywing" skrap die uitdrukking "aaneenwerkende of outomaties omskakelbare sentrifuges" in die agtste reël.

(2) In subparagraaf 8.4 onder "Werkbenaming" en onder "Ou werkbenamings gedek" voeg die uitdrukking "Bediener van 'n sentrifuge" in, en onder "Omskrywing" voeg die uitdrukking "aaneenwerkende of outomaties omskakelbare sentrifuges" aan die einde van die omskrywing in.

2. KLOUSULE 6: BESOLDIGING

In subklousule (1) vervang die groeperings (A) tot (D) deur die volgende groeperings:

"(A) MEULWERKNEMERS: GRADE A, B, EN C1

(i) **By die Glendale-meul:**

Graad	*Sent/uur*
A1	435,00
A2	464,00
A3	502,00
B1	548,00
B2	604,00
B3	674,00
B4	762,00
B5	924,00
C1	1 031,00

Skoftoelae—10%

Aan alle werknemers in Grade A en B wat deur klousule 6 (A) (i) hierbo gedek word, ten opsigte van wie die werkgewer nie in staat is om huisvesting op die werkgewer se perseel aan te bied nie, moet 'n uitwoontoelae soos volg betaal word:

Graad	*Bedrag R/maand*
A1–A3	140,00
B1–B2	153,00
B3–B5	165,00

(ii) **By die Amatikulu-meul:**

Graad	*Inwonende werknemers* *Sent/uur*	*Uitwonende werknemers* *Sent/uur*
A1	449,08	499,82
A2	479,33	530,08
A3	518,11	568,84
B1	566,32	617,07
B2	623,09	673,84
B3	694,93	745,72
B4	784,82	835,55
B5	951,34	1 002,07
C1	1 049,85	1 196,59

Skoftoelae—5%

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in this Agreement;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

(c) not apply to full-time students and scholars who have obtained employment within the Industry during vacation periods.

1. CLAUSE 4: JOB DEFINITIONS AND GRADES

SECTION 8: PLANT OPERATIONS

(1) In subparagraph 8.5 under "Job title" and under "Old jobs covered" delete the expression "Centrifugal operator", and under "Definition" delete the expression "continuous or automatic varient centrifugals" in the sixth line.

(2) In subparagraph 8.4 under "Job title" and under "Old jobs converted" insert the expression "Centrifugal operator", and under "Definition" insert the expression "continuous or automatic variant contrifugals" at the end of the definition.

2. CLAUSE 6: REMUNERATION

In subclause (1) substitute the following groupings for groupings (A) to (D):

"(A) MILL EMPLOYEES: A, B, AND C1 GRADES

(i) **At the Glendale Mill:**

Grade	*Cents/hour*
A1	435,00
A2	464,00
A3	502,00
B1	548,00
B2	604,00
B3	674,00
B4	762,00
B5	924,00
C1	1 031,00

Shift allowance—10%

All A and B Grade employees covered by clause 6 (A) (i) above, in respect of whom the employer is unable to offer accommodation on the employer's premises, shall be paid a living-out allowance as follows:

Grade	*Amount R/month*
A1–A3	140,00
B1–B2	153,00
B3–B5	165,00

(ii) **At the Amatikulu Mill:**

Grade	*Live-in employees* *Cents/hour*	*Live-out employees* *Cents/hour*
A1	449,08	499,82
A2	479,33	530,08
A3	518,11	568,84
B1	566,32	617,07
B2	623,09	673,84
B3	694,93	745,72
B4	784,82	835,55
B5	951,34	1 002,07
C1	1 049,85	1 196,59

Shift allowance—5%

(iii) **By die Darnall-, Felixton- en Mount Edgecombe-meul:**

Graad	*Inwonende werknemers*	*Uitwonende werknemers*
	Sent/uur	*Sent/uur*
A1	452,52	515,37
A2	479,61	546,50
A3	515,75	587,71
B1	560,09	638,26
B2	615,17	701,05
B3	685,03	780,69
B4	773,76	881,84
B5	936,48	1 067,35

Skoftoelae—5%

(iv) **By die Maidstone-meul:**

Graad	*Inwonende werknemers*	*Uitwonende werknemers*
	Sent/uur	*Sent/uur*
A1	445,99	508,70
A2	473,08	539,30
A3	508,70	579,94
B1	552,85	629,60
B2	607,03	692,31
B3	676,26	771,07
B4	764,05	870,91
B5	925,09	1 054,52
C1	1 036,96	1 182,45

Skoftoelae—10%

(v) **By die Entumeni-meul:**

Graad	*Inwonende werknemers*	*Uitwonende werknemers*
	Sent/uur	*Sent/uur*
A1	431,82	483,64
A2	460,54	515,80
A3	499,01	558,89
B1	545,60	611,08
B2	600,87	672,97
B3	670,76	751,25
B4	757,99	848,95
B5	919,99	1 030,39

Skoftoelae—9%

(vi) **By die Pongola-meul:**

Graad	*Inwonende werknemers Sent/uur*	*Uitwonende werknemers Sent/uur*
A1	431,31	491,70
A2	460,72	525,22
A3	498,41	568,18
B1	545,26	621,60
B2	600,56	684,64
B3	670,30	764,15
B4	757,63	863,70
B5	919,68	1 048,44

Skoftoelae—10%

Bo en behalwe die lone hierbo vasgestel, is werknemers geregtig op 'n diensbonus van R1,00 per maand vir elke jaar van ononderbroke diens na vyf jaar wat voltooi is.

(vii) **By die Gledhow-meul:**

Graad	*Inwonende werknemers Sent/uur*	*Uitwonende werknemers Sent/uur*
A1	443,89	506,04
A2	470,57	536,45
A3	506,17	577,03
B1	549,82	626,79

(iii) **At the Darnall, Felixton and Mount Edgecombe Mills:**

Grade	*Live-in employees*	*Live-out employees*
	Cents/hour	*Cents/hour*
A1	452,52	515,37
A2	479,61	546,50
A3	515,75	587,71
B1	560,09	638,26
B2	615,17	701,05
B3	685,03	780,69
B4	773,76	881,84
B5	936,48	1 067,35

Shift allowance—5%

(iv) **At the Maidstone Mill:**

Grade	*Live-in employees*	*Live-out employees*
	Cents/hour	*Cents/hour*
A1	445,99	508,70
A2	473,08	539,30
A3	508,70	579,94
B1	552,85	629,60
B2	607,03	692,31
B3	676,26	771,07
B4	764,05	870,91
B5	925,09	1 054,52
C1	1 036,96	1 182,45

Shift allowance—10%

(v) **At the Entumeni Mill:**

Grade	*Live-in employees*	*Live-out employees*
	Cents/hour	*Cents/hour*
A1	431,82	483,64
A2	460,54	515,80
A3	499,01	558,89
B1	545,60	611,08
B2	600,87	672,97
B3	670,76	751,25
B4	757,99	848,95
B5	919,99	1 030,39

Shift allowance—9%

(vi) **At the Pongola Mill:**

Grade	*Live-in employees Cents/hour*	*Live-out employees Cents/hour*
A1	431,31	491,70
A2	460,72	525,22
A3	498,41	568,18
B1	545,26	621,60
B2	600,56	684,64
B3	670,30	764,15
B4	757,63	863,70
B5	919,68	1 048,44

Shift allowance—10%

In addition to the above prescribed rates, employees shall be eligible for a service bonus of R1,00 per month for each year of unbroken service completed after five years.

(vii) **At the Gledhow Mill:**

Grade	*Live-in employees Cents/hour*	*Live-out employees Cents/hour*
A1	443,89	506,04
A2	470,57	536,45
A3	506,17	577,03
B1	549,82	626,79

Graad	*Inwonende werknemers Sent/uur*	*Uitwonende werknemers Sent/uur*
B2	604,07	688,64
B3	672,87	767,07
B4	760,24	866,67
B5	920,47	1 049,33
C1	1 031,22	1 175,60

Skoftoelae—10%

Bo en behalwe die lone in klousule 6 (A) (vii), is werknemers op die volgende diensbonusse geregtig, betaalbaar in die jaar waarin die werknemer die gestipuleerde aantal jare ononderbroke diens gelewer het:

Jare ononderbroke diens	*Bonuspersentasie van jaarlikse basiese verdienste*
10	1,5%
15	2,0%
20	2,5%
25	3,0%
30	3,5%
40	4,5%

(viii) **By die Sezela-meul:**

(a) ***Lede van Food and Allied Workers' Union (FAWU)***

Graad	*Sent/uur*
A1	405,83
A2	429,08
A3	460,27
B1	487,83
B2	536,49
B3	597,89
B4	677,13
B5	826,46

Skoftoelae—10%

Bo en behalwe bogenoemde, moet aan alle werkers 'n voedseltoelae van R180,00 per maand en 'n waserytoelae van R10,00 per maand betaal word.

Aan alle werknemers in Grade A en B wat deur klousule 6 (A) (viii) (a) hierbo gedek word en wat nie op die werkgewer se perseel gehuisves word nie, moet 'n uitwoontoelae van R120,00 per maand betaal word.

Bo en behalwe bogenoemde voorgeskrewe lone is werknemers wat deur klousule 6 (A) (viii) (a) gedek word geregtig op 'n diensbonus van R1,00 per maand vir elke jaar van ononderbroke diens na vyf jaar.

(b) ***Lede van National Industrial and Commercial Workers' Union (NICWU)—***

Graad	*Sent/uur*
A1	470,00
A2	496,66
A3	524,83
B1	554,60
B2	597,42
B3	652,03
B4	724,00
B5	863,70

Skoftoelae—10%

Grade	*Live-in employees Cents/hour*	*Live-out employees Cents/hour*
B2	604,07	688,64
B3	672,87	767,07
B4	760,24	866,67
B5	920,47	1 049,33
C1	1 031,22	1 175,60

Shift allowance—10%

In addition to the wages in clause 6 (A) (vii), emloyees shall be eligible for the following service bonus, to be paid in the year in which the employee completes the stated years of unbroken service:

Years of unbroken service	*Bonus per cent of Annual basic earnings*
10	1,5%
15	2,0%
20	2,5%
25	3,0%
30	3,5%
40	4,5%

(viii) **At the Sezela Mill:**

(a) ***Food and Allied Workers' Union (FAWU) members—***

Grade	*Cents/hour*
A1	405,83
A2	429,08
A3	460,27
B1	487,83
B2	536,49
B3	597,89
B4	677,13
B5	826,46

Shift allowance—10%

In addition to the above, all employees shall be paid a food allowance of R180,00 per month and a laundry allowance of R10,00 per month.

All A and B Grade employees covered by clause 6 (A) (viii) (a) above, who are not accommodated on the employer's premises, shall be paid a living-out allowance of R120,00 per month.

In addition to the above prescribed rates, employees who are covered by clause 6 (A) (viii) (a) shall be eligible for a service bonus of R1,00 per month for each year of unbroken service after five years.

(b) ***National Industrial and Commercial Workers' Union (NICWU) members—***

Grade	*Cents/hour*
A1	470,00
A2	496,66
A3	524,83
B1	554,60
B2	597,42
B3	652,03
B4	724,00
B5	863,70

Shift allowance—10%

Bo en behalwe bogenoemde voorgeskrewe lone, moet aan alle werkers wat deur klousule 6 (A) (viii) (b) hierbo gedek word en wat nie op die werkgewer se perseel gehuisves word nie, 'n uitwoontoelae soos volg betaal word:

Graad	*Rand/maand*
A1	131,16
A2	138,60
A3	146,46
B1	154,77
B2	166,72
B3	181,96
B4	202,04
B5	241,03

Aan alle werknemers wat deur klousule 6 (A) (viii) (b) gedek word, moet 'n wasserytoelae van R9,00 per maand betaal word.

(ix) **By die Umfolozi-meul:**

Graad	*Inwonende werknemers Sent/uur*	*Uitwonende werknemers Sent/uur*
A1	465,28	507,16
A2	497,59	542,36
A3	532,28	580,18
B1	582,72	635,16
B2	641,04	698,74
B3	711,19	775,20
B4	797,88	869,69
B5	955,54	1 041,54

Skoftoelae—5%

Bo en behalwe die lone in klousule 6 (a) (ix), is werknemers op die volgende diensbonusse geregtig, betaalbaar in die jaar waarin die werknemer die gestipuleerde aantal jare ononderbroke diens gelewer het:

Jare ononderbroke diens	*Bonuspersentasie van jaarlikse basiese verdienste*
10	1,5%
15	2,0%
20	2,5%
25	3,0%
30	3,5%
40	4,5%

(B) GRAAD C1: LONE [UITGESONDERD DIÉ IN 6 (A) (i); 6 (A) (ii); 6 (A) (iv) EN 6 (A) (vii) GESTIPULEER]:

(i) **By die Noodsberg-, Pongola-, Sezela- en Umfolozi-meul:**

Graad	*Sent/uur*
C1	1 036,66

Skoftoelae—10%

(ii) **By Darnall-, Felixton- en Mount Edgecombe-meul:**

Graad	*Sent/uur*
C1	1 048,10

Skoftoelae—5%

(iii) **By die Entumeni-meul:**

Graad	*Sent/uur*
C1	1 025,66

Skoftoelae—9%

(iv) **By Hulett Refineries Limited:**

Graad	*Sent/uur*
C1	1 240,88

Skoftoelae—10%

In addition to the above prescribed rates, employees covered by clause 6 (A) (viii) (b) above, who are not accommodated on the employer's premises, shall be paid a living-out allowance as follows:

Grade	*Rand/month*
A1	131,16
A2	138,60
A3	146,46
B1	154,77
B2	166,72
B3	181,96
B4	202,04
B5	241,03

All employees covered by clause 6 (A) (viii) (b) above, shall be paid a laundry allowance of R9,00 per month.

(ix) **At the Umfolozi Mill:**

Grade	*Live-in employees Cents/hour*	*Live-out employees Cents/hour*
A1	465,28	507,16
A2	497,59	542,36
A3	532,28	580,18
B1	582,72	635,16
B2	641,04	698,74
B3	711,19	775,20
B4	797,88	869,69
B5	955,54	1 041,54

Shift allowance—5%

In addition to the wages in clause 6 (A) (ix), employees shall be eligible for the following service bonus, to be paid in the year in which the employee completes the stated years of unbroken service:

Years of unbroken service	*Bonus per cent of annual basic earnings*
10	1,5%
15	2,0%
20	2,5%
25	3,0%
30	3,5%
40	4,5%

(B) C1 GRADE RATES [OTHER THAN THOSE SPECIFIED IN 6 (A) (i); 6 (A) (ii); 6 (A) (iv) AND 6 (A) (vii)]:

(i) **At the Noodsberg, Pongola, Sezela and Umfolozi Mills:**

Grade	*Cents/hour*
C1	1 036,66

Shift allowance—10%

(ii) **At the Darnall, Felixton and Mount Edgecombe Mills:**

Grade	*Cents/hour*
C1	1 048,10

Shift allowance—5%

(iii) **At the Entumeni Mill:**

Grade	*Cents/hour*
C1	1 025,66

Shift allowance—9%

(iv) **At Hulett Refineries Limited:**

Grade	*Cents/hour*
C1	1 240,88

Shift allowance—10%

(C) GRAAD C2- EN C3-LONE

(i) **By alle sentra deur die ooreenkoms gedek (behalwe Entumeni, Glendale en Hulett Refineries Limited):**

Graad	*Sent/uur*
C2	1 184,81
C3	1 354,07

Skoftoelae—10%

(ii) **By die Glendale-meul:**

Graad	*Sent/uur*
C2	1 174,00
C3	1 344,00

Skoftoelae—10%

(iii) **By die Entumeni-meul:**

Graad	*Sent/uur*
C2	1 184,81
C3	1 354,07

Skoftoelae—9%

(iv) **By Hulett Refineries Limited:**

Graad	*Sent/uur*
C2	1 412,94
C3	1 614,40

Skoftoelae—10%

(D) WERKNEMERS BY DIE SUIKERRIETTOETSDIENS:

(i) By die Felixton-, Mount Edgecombe en Glendale-meul:

Ooreenkomstig klousule 6 (A) (iii).

(ii) **By die Amatikulu- en Darnall-meul:**

Ooreenkomstig klousule 6 (A) (ii).

(iii) **By die Maidstone-meul:**

Ooreenkomstig klousule 6 (A) (iv).

(iv) **By die Gledhow-meul:**

Ooreenkomstig klousule 6 (A) (vii).

(v) **By die Pongola- en Sezela-meul:**

Ooreenkomstig klousule 6 (A) (viii) (a).

(vi) **By die Entumeni- en Umfolozi-meul:**

Graad	*Inwondende Werknemers Sent/uur*	*Uitwonende Werknemers Sent/uur*
A1	445,26	495,77
A2	475,37	525,87
A3	513,97	564,46
B1	561,96	612,46
B2	618,46	668,97
B3	690,01	740,52
B4	779,44	829,94
B5	945,18	995,69
C1	1 043,25	1 189,31

Skoftoelae—5%

Bo en behalwe bogenoemde voorgeskrewe lone is werknemers geregtig op 'n diensbonus van R1,00 per maand vir elke jaar ononderbroke diens na vyf jaar.

Hierdie Ooreenkoms geteken te Durban op 3 November 993.

T. G. MANN,
Voorsitter.

Z. D. MBATHA,
Ondervoorsitter.

E. M. TOUGH,
Sekretaris.

(C) C2 AND C3 GRADE RATES

(i) **At all centres covered by the agreement (except Entumeni, Glendale and Hulett Refineries Limited):**

Grade	*Cents/hour*
C2	1 184,81
C3	1 354,07

Shift allowance—10%

(ii) **At the Glendale Mill:**

Grade	*Cents/hour*
C2	1 174,00
C3	1 344,00

Shift allowance—10%

(iii) **At the Entumeni Mill:**

Grade	*Cents/hour*
C2	1 184,81
C3	1 354,07

Shift allowance—9%

(iv) **At Hulett Refineries Limited:**

Grade	*Cents/hour*
C2	1 412,94
C3	1 614,40

Shift allowance—10%

(D) CANE TESTING SERVICE EMPLOYEES:

(i) At the Felixton, Mount Edgecombe, and Glendale Mills:

In accordance with clause 6 (A) (iii).

(ii) **At the Amatikulu and Darnall Mills:**

In accordance with clause 6 (A) (ii).

(iii) **At the Maidstone Mill:**

In accordance with clause 6 (A) (iv).

(iv) **At the Gledhow Mill:**

In accordance with clause 6 (A) (vii).

(v) **At the Pongola and Sezela Mills:**

In accordance with clause 6 (A) (viii) (a).

(vi) **At the Entumeni and Umfolozi Mills:**

Grade	*Live-in Employees Cents/hour*	*Live-out Employees Cents/hour*
A1	445,26	495,77
A2	475,37	525,87
A3	513,97	564,46
B1	561,96	612,46
B2	618,46	668,97
B3	690,01	740,52
B4	779,44	829,94
B5	945,18	995,69
C1	1 043,25	1 189,31

Shift allowance—5%

In addition to the above prescribed rates, employees shall be eligible for a service bonus of R1,00 per month for each year of unbroken service completed after five years.

This Agreement signed at Durban on 3 November 1993.

T. G. MANN,
Chairman.

Z. D. MBATHA,
Vice-Chairman.

E. M. TOUGH,
Secretary.

No. R. 22 **7 Januarie 1994**

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, OOSTELIKE KAAPPROVINSIE: WYSIGING VAN VOORSORGFONDSOOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1997 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE

VOORSORGFONDS

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Midland Furniture Manufacturers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 850 van 25 April 1980, soos gewysig, verleng en hernieu by Goewermentskennisgewings Nos. R. 2466 van 16 November 1984, R. 1982 van 6 September 1985 en R. 2021 van 18 September 1987.

No. R. 22 **7 January 1994**

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE: AMENDMENT OF PROVIDENT FUND AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1997, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1997, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE EASTERN CAPE PROVINCE

PROVIDENT FUND

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Midland Furniture Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

National Union of Furniture and Allied Workers of South Africa

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Eastern Cape Province,

to amend the Agreement published under Government Notice No. R. 850 of 25 April 1980, as amended, extended and renewed by Government Notices Nos. R. 2466 of 16 November 1984, R. 1982 of 6 September 1985 and R. 2021 of 18 September 1987.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van die Oostelike Kaapprovinsie nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, en wat onderskeidelik by genoemde Nywerheid betrokke en daarin werksaam is;

(b) in die landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Hofmeyr, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoort, Pearston, Richmond (K.P.), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms—

(a) van toepassing slegs op werknemers vir wie daar lone in die Hoofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of 'n kontrak daarkragtens gesluit of 'n voorwaarde daarkragtens vasgestel.

2. KLOUSULE 3: WOORDOMSKRYWING

(1) In die eerste paragraaf, vervang die uitdrukking "Wet op Nywerheidsversoening, 1956" deur die uitdrukking "Wet op Arbeidsverhoudinge, 1956".

(2) In die omskrywing van "Wet", vervang die uitdrukking "Wet op Nywerheidsversoening, 1956" deur die uitdrukking "Wet op Arbeidsverhoudinge, 1956".

(3) In die omskrywing van "vakleerling", vervang die uitdrukking "Wet op Vakleerlinge, 1944" deur die uitdrukking "Wet op Mannekragopleiding, 1981".

3 KLOUSULE 5: ADMINISTRASIE VAN DIE FONDS

In subklousule (4), vervang die uitdrukking "Sekretaris van Mannekragbenutting" waar dit in die laaste sin voorkom deur die uitdrukking "Direkteur-generaal van Mannekrag".

4. KLOUSULE 7: BYDRAES

(1) In subklousule (1), vervang die uitdrukking "16 uur" deur die uitdrukking "24 uur".

(2) In subklousule (2), vervang die uitdrukking "sewende dag" deur die uitdrukking "10de dag".

(3) Voeg die volgende nuwe paragraaf in as die tweede paragraaf van subklousule (3):

" 'n Werkgewer wat agterstallig is met betaling en wat, nadat hy skriftelik deur die Bestuurskomitee gewaarsku is, versuim om die uitstaande bedrae binne sewe dae na die datum van sodanige waarskuwing aan te stuur, moet, nadat die Bestuurskomitee hom dienooreenkomstig skriftelik in kennis gestel het, die bedrae ingevolge hierdie klousule week vir week aanstuur sodat dit die Sekretaris bereik voor of op die Vrydag na die betaaldag van die week ten opsigte waarvan die bedrae betaalbaar is. Die betaling wat ten opsigte van die laaste betaaldag van elke kalendermaand aangestuur word, moet vergesel gaan van die staat in subklousule (2) bedoel. 'n Werkgewer op wie hierdie paragraaf toegepas is, kan slegs nadat hy skriftelik deur die Bestuurskomitee in kennis gestel is, terugkeer na die betaling op die maandelikse grondslag soos in subklousule (2) bepaal van die bedrae wat ingevolge hierdie klousule betaalbaar is.".

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Eastern Cape Province—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, and who are engaged and employed respectively, in the said Industry;

(b) within the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Hofmeyr, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoort, Pearston, Richmond (C.P.), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) apply only to employees for whom wages are prescribed in the Main Agreement and to the employers of such employees;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

2. CLAUSE 3: DEFINITIONS

(1) In the first paragraph substitute for the expression "Industrial Conciliation Act, 1956" the expression "Labour Relations Act, 1956".

(2) In the definition of "Act", substitute for the expression "Industrial Conciliation Act, 1956" the expression "Labour Relations Act, 1956".

(3) In the definition of "apprentice", substitute for the expression "Apprenticeship Act, 1944" the expression "Manpower Training Act, 1981".

3 CLAUSE 5: ADMINISTRATION OF THE FUND

In subclause (4), substitute for the expression "Secretary for Manpower Utilisation", where it appears in the last sentence, the expression "Director-General of Manpower".

4. CLAUSE 7: CONTRIBUTIONS

(1) In subclause (1), substitute for the expression "16 hours" the expression "24 hours".

(2) In subclause (2), substitute for the expression "seventh day" the expression "10th day".

(3) Insert the following new paragraph as the second paragraph of subclause (3):

"An employer who is in arrears with payments and who fails, after having been warned in writing by the Management Committee, to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Management Committee in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the statement referred to in subclause (2). An employer to whom the provisions of this paragraph have been applied may only upon being notified by the Management Committee in writing revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of subclause (2).".

5. KLOUSULE 8: BYSTAND

In subklousule (9), vervang die woord "twee" waar dit twee maal in die eerste sin voorkom deur die woord "drie".

Namens die partye op hede die 18de dag van Oktober 1993, te Port Elizabeth onderteken.

J. B. CONNACHER,
Voorsitter van die Raad.

C. E. HOULIE,
Ondervoorsitter van die Raad.

I-M. DUNSTAN,
Sekretaris van die Raad.

No. R. 36 **7 Januarie 1994**

WET OP ARBEIDSVERHOUDINGS, 1956

MOTORNYWERHEID: HERNUWING VAN SIEKTE- EN ONGEVALLEBYSTANDFONDSOOREENKOMS VIR DIE MOTORNYWERHEID

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 1600 van 30 Julie 1982, R. 2797 van 31 Desember 1982, R. 1727 van 15 Augustus 1986, R. 1805 van 21 Augustus 1987, R. 1338 van 30 Junie 1989, R. 1476 van 5 Julie 1989, R. 166 van 26 Januarie 1990 en R. 3392 van 24 Desember 1992, van krag is met ingang van 29 Desember 1993 en vir die tydperk wat op 30 Junie 1994 eindig.

D. VAN DER WALT,
Direkteur: Arbeidsverhoudings.

DEPARTEMENT VAN VERVOER

No. R. 39 **7 Januarie 1994**

SES-EN-TWINTIGSTE WYSIGING VAN DIE LUGVAARTREGULASIES UITGEVAARDIG KRAGTENS DIE LUGVAARTWET, 1962

Die Minister van Vervoer en van Pos- en Telekommunikasiewese het kragtens artikel 22 van die Lugvaartwet, 1962 (Wet No. 74 van 1962), die regulasies in die Bylae hiervan uitgevaardig.

BYLAE

Woordomskrywing

1. In hierdie Bylae, tensy uit die samehang anders blyk, beteken "die Regulasies" die Lugvaartregulasies afgekondig by Goewermentskennisgewing No. R. 141 van 30 Januarie 1976, soos gewysig by Goewermentskennisgewings Nos. R. 1283 van 23 Julie 1976, R. 2380 van 18 November 1977, R. 317 van 23 Februarie 1979, R. 259 van 19 Februarie 1982, R. 131 van 28 Januarie 1983, R. 509 van 11 Maart 1983, R. 551 van 23 Maart 1984, R. 1160 van 30 Mei 1985, R. 1161 van 30 Mei 1985, R. 2848 van 27 Desember 1985, R. 517 van 13 Maart 1987, R. 720 van 15 April 1988, R. 1902 van 23 September 1988, R. 917 van 12 Mei 1989, R. 2139 van 6 Oktober 1989, R. 2669 van 16 November 1990, R. 1287 van 7 Junie 1991, R. 1794 van 2 Augustus 1991, R. 3191 van 27 Desember 1991, R. 1794 van 24 Junie 1992, R. 2702 van 25 September 1992, R. 2801 van 2 Oktober 1992, R. 3081 van 6 November 1992, R. 156 van 5 Februarie 1993, R. 14557 van 5 Februarie 1993 en R. 2559 van 31 Desember 1993.

5. CLAUSE 8: BENEFITS

In subclause (9), substitute for the word "two", where it appears twice in the first sentence, the word "three".

Signed in Port Elizabeth, on behalf of the parties, this 18th day of October 1993.

J. B. CONNACHER,
Chairman of the Council.

C. E. HOULIE,
Vice-Chairman of the Council.

I-M. DUNSTAN,
Secretary of the Council.

No. R. 36 **7 January 1994**

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY: RENEWAL OF MOTOR INDUSTRY SICK AND ACCIDENT PAY FUND AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 1600 of 30 July 1982, R. 2797 of 31 December 1982, R. 1727 of 15 August 1986, R. 1805 of 21 August 1987, R. 1338 of 30 June 1989, R. 1476 of 5 July 1989, R. 166 of 26 January 1990 and R. 3392 of 24 December 1992, to be effective with effect from 29 December 1993 and for the period ending 30 June 1994.

D. VAN DER WALT,
Director: Labour Relations.

DEPARTMENT OF TRANSPORT

No. R. 39 **7 January 1994**

TWENTY-SIXTH AMENDMENT OF THE AIR NAVIGATION REGULATIONS, MADE UNDER THE AVIATION ACT, 1962

The Minister of Transport and of Posts and Telecommunications has under section 22 of the Aviation Act, 1962 (Act No. 74 of 1962), made the regulations contained in the Schedule hereto.

SCHEDULE

Definition

1. In this Schedule, unless the context otherwise indicates, "the Regulations" means the Air Navigation Regulations published under Government Notice No. R. 141 of 30 January 1976, as amended by Government Notices Nos. R. 1283 of 23 July 1976, R. 2380 of 18 November 1977, R. 317 of 23 February 1979, R. 259 of 19 February 1982, R. 131 of 28 January 1983, R. 509 of 11 March 1983, R. 551 of 23 March 1984, R. 1160 of 30 May 1985, R. 1161 of 30 May 1985, R. 2848 of 27 December 1985, R. 517 of 13 March 1987, R. 720 of 15 April 1988, R. 1902 of 23 September 1988, R. 917 of 12 May 1989 and R. 2139 of 6 October 1989, R. 2669 of 16 November 1990, R. 1287 of 7 June 1991, R. 1794 of 2 August 1991, R. 3191 of 27 December 1991, R. 1794 of 24 June 1992, R. 2702 of 25 September 1992, R. 2801 of 2 October 1992, R. 3081 of 6 November 1992, R. 156 of 5 February 1993, R. 14557 of 5 February 1993 and R. 2559 of 31 December 1993.

Wysiging van Aanhangsel A van die Regulasies

2. (a) Aanhangsel A van die Regulasies word hierby gewysig deur subparagrawe A.1 (i) en (j) deur die volgende subparagrawe te vervang:

(i) Skriftelike Eksamens:

(i)	Lugvaartuig tipe tegniese eksamens	R 80,00
(ii)	Boordingenieur, per vraestel	R145,00
(iii)	Boordnavigator, per vraestel	R180,00
(iv)	Boordnavigator, volledige vraestel	R585,00
(v)	Instrumentvlieggradering	R220,00
(vi)	Ou Handelsvlieënier, volledige eksamen	R510,00
(vii)	Ou Handelsvlieënier (herskryf per gedeelte van eksamen)	R280,00
(viii)	Nuwe Handelsvlieënier, volledige eksamen	R560,00
(ix)	Nuwe Handelsvlieënier, per vak	R 70,00
(x)	Senior Handelsvlieënier, per vak	R 80,00
(xi)	Kategorie vliegtuig na helikopter, per eksamen	R 80,00
(xii)	Vlieginstrukteurs, per vraestel	R125,00
(xiii)	Lugvaartuigonderhoudsingenieur, per vraestel	R 80,00

(j) Hermerk van eksamenvraestelle:

(i)	Lugvaartuig tipe tegniese eksamen	R 45,00
(ii)	Boordingenieur, per vraestel	R 80,00
(iii)	Boordnavigator, per vraestel	R125,00
(iv)	Instrumentvlieggradering	R 55,00
(v)	Ou Handelsvlieënier, per gedeelte van vraestel	R 90,00
(vi)	Nuwe Handelsvlieënier, per vak	R 40,00
(vii)	Senior Handelsvlieënier, per vak	R 55,00
(viii)	Kategorie vliegtuig na helikopter, per eksamen	R 45,00
(ix)	Vlieginstrukteurs, per vraestel	R 55,00
(x)	Lugvaartuigonderhoudsingenieur, per vraestel	R 45,00

Gewysigde subparagrawe A.1 (i) en (j) van die Regulasies tree in werking op **7 Januarie 1994.**

Amendment of Annexure A of the Regulations

2. (a) Annexure A of the Regulations is hereby amended by the substitution of subparagraphs A.1 (i) and (j) with the following subparagraphs:

(i) Written examinations:

(i)	Aircraft type technical examination	R 80,00
(ii)	Flight engineer, per paper	R145,00
(iii)	Flight Navigator, per paper	R180,00
(iv)	Flight Navigator, complete examination	R585,00
(v)	Instrument flight rating	R220,00
(vi)	Old Commercial pilot for full examination	R510,00
(vii)	Old Commercial pilot (rewrite part of examination)	R280,00
(viii)	New Commercial Pilot for full examination	R560,00
(ix)	New Commercial Pilot, per subject	R 70,00
(x)	Senior Commercial Pilot, per subject	R 80,00
(xi)	Category aeroplane to helicopter per examination	R 80,00
(xii)	Flight instructors, per paper	R125,00
(xiii)	Aircraft maintenance engineer, per paper	R 80,00

(j) Remark of examination papers:

(i)	Aircraft type technical examination	R 45,00
(ii)	Flight engineer, per paper	R 80,00
(iii)	Flight navigator, per paper	R125,00
(iv)	Instrument flight rating	R 55,00
(v)	Old Commercial pilot, per part of examination	R 90,00
(vi)	New Commercial Pilot, per subject	R 40,00
(vii)	Senior Commercial Pilot, per subject	R 55,00
(viii)	Category aeroplane to helicopter per examination	R 45,00
(ix)	Flight instructors, per paper	R 55,00
(x)	Aircraft maintenance engineer per paper	R 45,00

Amended subparagraphs A.1 (i) and (j) of the Regulations shall come into operation on **7 January 1994.**

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Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.

2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.

3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.

4. ***Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***

———oOo———

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.

2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.

3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.

4. ***It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.***

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Ons leef daarvan.

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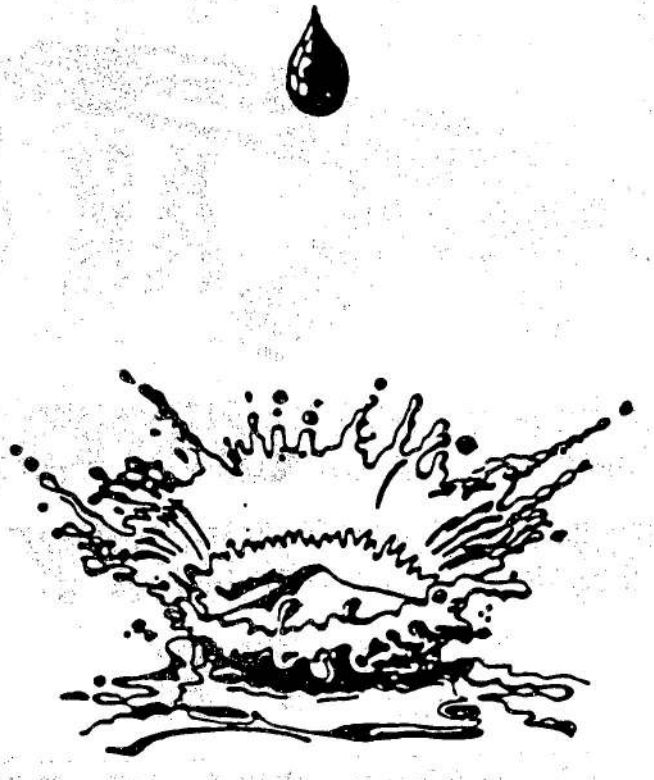

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