

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

Vol. 344

PRETORIA, 4 FEBRUARIE 1994
FEBRUARIE

No. 15472

***WETLIKE
KENNISGEWINGS***

***LEGAL
NOTICES***

B

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

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

(INWERKINGTREDING: 1 JUNIE 1993)

LYS VAN VASTE TARIWE

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

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

(COMMENCEMENT: 1 JUNE 1993)

LIST OF FIXED TARIFF RATES

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

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

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

VOORWAARDES VIR PUBLIKASIE CONDITIONS FOR PUBLICATION

SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTERDER

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

- (1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
- (2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
- (3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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 ongekanseleerde inkomsteseëls betaal is nie.

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

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

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

**Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001**

before publication.

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

The following stamps are not acceptable:

- (i) Revenue stamps of the old series.
- (ii) Revenue stamps of other states.
- (iii) Postage stamps.

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

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

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

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

BEWYS VAN PUBLIKASIE

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

PROOF OF PUBLICATION

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

Belangrike Kennisgewing

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

Important Notice

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

TRANSCVAAL

Saak 112/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Bankorp Beperk**, handeldrywende as Trustbank, Eiser, en **Allan Charles Cox**, Verweerder.

In uitvoering van 'n vonnis in die Landdroshof, Springs, en 'n lasbrief vir eksekusie gedateer 26 April 1993, en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op Vrydag, 18 Maart 1994 om 11:00, te die ondervermelde perseel te Jerinastraat 4, Selcourt-uitbreiding 3, Springs, deur Libra Afslers BK, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Erf 1687, Selcourt-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 016 vierkante meter, bekend as Jerinastraat 4, Selcourt-uitbreiding 3, Springs.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Teeldak, pleister, drie slaapkamers, twee badkamers, twee sitkamers, eetkamer, dubbel motorhuis, bediende kamer en swembad.

Wesenslike 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 Landdroshofwet en reëls daarvolgens neergelê, die voorwaardes van die Transportakte en verder onderhewig aan die verkoopvoorwaardes waarna verwys word in paragraaf 3 hiervan.

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

3. Die volledige verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Springs, Vierde Straat 66, Springs.

Gedateer te Alberton op hede die 11de dag van Januarie 1994.

Badenhorst-Malan, p.a. Trustbank, Palmspringsgebou, Springs. (Tel. 907-2121/2.) (Verw. ICS/IW/T372/92.)

Saak 5226/90

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Die Trustbank van Afrika Beperk**, Eksekusieskuldeiser, en **Gert Johan Trytsman**, Eksekusieskuldenaar

In uitvoering van 'n vonnis van die Landdroshof, Roodepoort, en 'n lasbrief vir eksekusie gedateer 16 November 1992, en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 25 Februarie 1994 om 15:00, te die ondervermelde perseel deur die Balju, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Erf 1380, Witpoortjie-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 115 (eenduisend eenhonderd en vyftien) vierkante meter, gehou kragtens Akte van Transport T33874/81, bekend as Javastraat 29, Witpoortjie-uitbreiding 1, Roodepoort.

Belangrike voorwaardes van verkoping: 10% (tien per centum) deposito, van die totale koopprys in kontant of by wyse van 'n bankgewaarborgde tjek by die toestaan van die bod-balans binne 21 (een-en-twintig) dae na datum van verkoping.

Alle verkoopvoorwaardes wat deur die Balju net voor die verkoping uitgelees word, is in hul kantoor te Progresslaan 182, Technicon, Roodepoort, gedurende normale kantoorure, ter insae beskikbaar.

Gedateer te Roodepoort hierdie 18de dag van Januarie 1994.

Blake, Bester Ing., Blake Bestergebou, Mimosalaan 18, Wilropark, Roodepoort. (Verw. mnr. Bester IH ZT2287.)

Saak 1151/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank**, Eiser, en **Petrev Industrial Services CC**, Eerste Verweerder, en **Q All Properties CC**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word deur die Balju te die kantore van De Klerk, Vermaak & Vennote Ing., Prokureurs, Overvaalgebou, Krugerlaan 28, Vereeniging, op 24 Februarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerdere op die voorwaardes wat deur die Balju te die kantore van De Klerk, Vermaak & Vennote Ing., Prokureurs, Overvaalgebou, Krugerlaan 28, Vereeniging, voor die verkoping ter insae sal lê:

Sekere: Gedeelte 69 ('n gedeelte van Gedeelte 5) van die plaas Nooitgedacht 176, Registrasieafdeling IR, Transvaal, groot 2,0831 (twee komma nul agt drie een) hektaar, gehou kragtens Akte van Transport T64564/91.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Leë erf. Die erf is as woongebied verklaar.

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

Vendusiekoste betaalbaar op die dag van die verkoping, sal soos volg bereken word:

5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand), minimum heffing R100 (eenhonderd rand).

Gedateer te Johannesburg op die 17de dag van Januarie 1994.

N. C. H. Bouwman, Balju vir die Hooggeregshof, Overtaalgewoone, Krugerlaan 28, Vereeniging. [Tel. (016) 21-3400.]

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, Highstraat, Brixton. (Tel. 839-1640.) (Verw. Alberts JAA 165/92B.)

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 Vrydag, 18 Februarie 1994, 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: Woonhuis bestaande uit drie slaapkamers, sitkamer en kombuis. Mure: Siersteen. Dak: Staandak met teëls. Vloere: Sement.

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 20ste dag van Januarie 1994.

P. R. Greyling, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Praetor Forum, Eerste Verdieping, Van der Waltstraat 269, Pretoria. (Verw. Greyling/PB/A.141/93.)

Case 11803/91

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 **John Geoffrey Hayward**, 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 24 February 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 99, situated in the Township of Craighall Park, Registration Division IQ, Transvaal, being 54 Rothsay Avenue, Craighall Park, Johannesburg, measuring 1 267 (one thousand two hundred and sixty-seven) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance hall, family room, bar, four bedrooms, two bathrooms with outbuildings with similar construction comprising double garage, two servants' rooms, bathroom, store-room, gym 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 this 20th day of January 1994.

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.39.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Theodorus Hermanus Esterhuizen**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit a sale will be held at 31 Tennyson Road, Orkney, on Wednesday, 23 February 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 1420, in the Township of Orkney, Registration Division IP, Transvaal, also known as 31 Tennyson Road, Orkney, measuring 1 410 (one thousand four hundred and ten) square metres, held by Deed of Transfer T37159/89, subject to the conditions contained therein and more especially to the reservation of mineral rights.

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

Dwelling with metal roof, consisting of lounge, kitchen, pantry, three bedrooms, bathroom, w.c., garage, servant's room and w.c.

10% (ten per cent) of the purchase price and 5% (five per cent) auctioneer charges on the first R20 00 (twenty thousand rand) and 3% (three per cent) thereafter in cash, plus Value-Added Tax, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

Dated at Pretoria this 19th day of January 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1732/91.)

Saak 19959/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA Bank Beperk**, Applikant, en **Witfield Diesel Property Holdings (Pty) Ltd**, First Respondent, and **Kremnitzer Fritz**, Second Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 29 September 1992 en 'n lasbrief vir eksekusie, word die volgende eiendom van die Eerste Verweerder in eksekusie verkoop op 26 Februarie 1994 om 09:00, by die kantore van die Balju, Kempton Park, 8 Parkstraat, Kempton Park, aan die hoogste bieder:

Gedeelte 319 ('n gedeelte van Gedeelte 92 van die plaas Zuurfontein), Registrasieafdeling IR, Transvaal, groot 1,5546 (een komma vyf vyf vier ses) hektaar, gehou kragtens Akte van Transport T48366/91.

Sonering: Industrieel.

Gehou deur Verweerder kragtens Akte van Transport T48366/91.

Die eiendom bestaan uit 11 geboue:

Gebou 1: 259,20 (twee vyf nege komma twee nul) vierkante meter.

Gebou 2: 74,40 (sewe vier komma vier nul) vierkante meter.

Gebou 3: 201,88 (twee nul een, komma agt agt) vierkante meter.

Gebou 4: 794,88 (sewe nege vier komma agt agt) vierkante meter.

Gebou 5: 565,20 (vyf ses vyf komma twee nul) vierkante meter.

Gebou 6: 578,76 (vyf sewe agt komma sewe ses) vierkante meter.

Gebou 7: 201,60 (twee nul een komma ses nul) vierkante meter.

Gebou 8: 118,80 (een een agt komma agt nul) vierkante meter.

Gebou 9: 26,70 (twee ses komma sewe nul) vierkante meter.

Gebou 10: 107,00 (een nul sewe komma nul nul) vierkante meter.

Gebou 11: 54,60 (vyf vier komma ses nul) vierkante meter.

Terme en voorwaardes:

1. Geen reserweprys nie, onderworpe aan bekragtiging.

2. *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 bouverenigingswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Adjunk-balju van onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunk-balju.

Geteken te Johannesburg op hierdie 6de dag van Januarie 1994.

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. W: A. du Randt/tvr/K45.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Morabe Jacob Manoto**, Eerste Verweerder, en **Susan Manoto**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 4 Maart 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 47 van Lot 76, geleë in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transpot T8601/89, grootte 504 (vyfhonderd en vier) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 19de dag van Januarie 1994.

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

Saak 2042/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **Barberton Liquor (Pty) Ltd**, Eiser, en **S. M. Magagula**, Verweerder

Ten uitvoerlegging van 'n vonnis van die Landdros, Barberton, en 'n lasbrief vir eksekusie teen goed, gedateer 26 November 1993, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op 23 Februarie 1994 om 09:00, voor die hoofingang van die Landdros, Barberton, naamlik:

Erf 893, geleë in die dorpsgebied Emjindini-uitbreiding 1, Registrasieafdeling JU, Transvaal, groot 760 (sewehonderd en sestig) vierkante meter, gehou deur Verweerder kragtens Transportakte TL57605/90.

Verbeterings: Woonhuis met buitegeboue.

Voorwaardes van verkoping: Die koper sal verplig wees om 10% (tien persent) van die koopprijs aan die Balju, Landdros, in kontant te betaal onmiddellik na die verkoping plus 5% (vyf persent) afslaersfooie, plus Belasting op Toegevoegde Waarde.

Die balans tesame met rente daarop, moet gesekureer word by wyse van 'n bank of 'n bouvereniging betaalbaar teen registrasie van transport, welke waarborg gelewer moet word binne 7 (sewe) dae na datum van verkoop.

Die verkoping is voetstoots.

Die verkoopvoorwaardes kan gedurende kantoorure besigtig word by die kantore van die Balju, Landdros, Shebaweg 103, Barberton, 1300.

Geteken te Barberton op hede die 19de dag van Januarie 1994.

D. L. Bester, vir Lukas Louw & Bester, Regs- en Mediese-gebou, Crownstraat 63, Posbus 30, Barberton, 1300. (Verw. AM:DM:B 90.)

Saak 23759/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Gerhardus Christoffel Jonker**, Eerste Verweerder, en **Amoretia Petronella Jonker**, Tweede Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 22 Februarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Sentraal, Sinodale Sentrum, Visagiestraat 234, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 14 Desember 1993, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-Sentraal, Sinodale Sentrum, Visagiestraat 228, Pretoria:

Marynwoonstelle 201, Frederikastraat, Gezina, Pretoria, met aktesbeskrywing:

(A) Deelnommer 10 soos getoon en meer vollediger beskryf op Deelplan SS188/87 in die skema bekend as Maryn, ten opsigte van grond en gebou of geboue geleë te Gezina, in die plaaslike bestuur Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 62 (twee-en-sestig) vierkante meter groot is; en

(B) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken.

Gehou kragtens Transportakte ST103947/92 en verbind ten gunste van die Eiser onder Verbandakte SB112467/92.

Die eiendom bestaan uit twee slaapkamerwoning, kombuis, sit/eetkamer en badkamer.

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

Die verkoopprys sal soos volg wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 (dertig) dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 16,5% (sestien komma vyf persent) per jaar en aan die verbandhouer teen 16,5% (sestien komma vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Sentraal, Sinodale Sentrum, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hede die 21ste dag van Januarie 1994.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Ref. W. J. Lubbe/M Swanepoel/61/504/8.)

Saak 824/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GROBLERSDAL GEHOU TE GROBLERSDAL

In die saak tussen **Nedcor Bank Bepers**, Eksekusieskuldeiser, en **D. G. O'Connel** en **F. C. O'Connel**, Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n vonnisverstek wat in bogemelde saak op 19 Oktober 1993 toegestaan is, op 23 Februarie 1994 om 11:00, te die betrokke perseel, naamlik Groblersdal 16, Groblersdal, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Landroshof, Groblersdal, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Gedeelte 3 van Erf 48, geleë in die dorp Groblersdal, Registrasieafdeling JS, Transvaal, groot 1 407 (een vier nul sewe) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T108332/1992.

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

'n Woonhuis met sinkdak, bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, studeerkamer, twee badkamers en motorhuis.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

Die koper moet binne genoemde periode 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 belastinge, heffings, ensovoorts op die eiendom, asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Marble Hall op hede die 19de dag van Januarie 1994.

A. C. G. Goosen, vir De Beer, Goosen & Kie., Prokureurs vir Eksekusieskuldeiser, De Juregebou, Staatsplein, Posbus 330, Marble Hall, 0450. (Tel. 3187.)

Saak 1015/90

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Trust Bank van Afrika Bepers**, Vonnisiskuldeiser, en **Francois Gysbert Johannes Vermaak**, Vonnisiskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof, en lasbrief vir eksekusie, gedateer 11 November 1993, word die hiernavermelde eiendom op Vrydag, 25 Februarie 1994 om 10:00, voor die Landroshof, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Erf 196, geleë in die dorp Sheepmoor, Registrasieafdeling IT, Transvaal, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T18731/84.

Die eiendom is verbeter en geleë te Kerkstraat 196, Sheepmoor.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, lê in die Balju vir die Landroshof, Ermelo, se kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju vir die Landroshof, Ermelo, betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju vir die Landroshof, Ermelo, lewer binne 30 (dertig) dae na datum van verkoping.

(b) Die koper sal aanspreeklik wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastings, indien enige, tesame met Belasting op Toegevoegde Waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

Gedateer te Ermelo hierdie 17de dag van Januarie 1994.

E. T. Slabbert, vir Dr. M. M. Nolte, De Clerqstraat 11, Ermelo, 2350. (Verw. Mnr. Slabbert/ze 2277.)

Case 12922/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Alfred Baholo**, Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1377, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1377, Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 18th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H01016.)

Case 149/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Alison Ndou**, First Defendant, **Muthumuni Joyce Ndou**, Second Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 6635, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 6635, Vosloorus Extension 9, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 18th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H732.)

Case 2469/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Zukiswa Nikani**, First Defendant, **Buyisiwe Faith Zwane**, Second Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1870, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1870, Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 18th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00784.)

Saak 1732/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Boetie Thomas Tsotetsi**, Eerste Verweerder, en **Setori Selina Tsotetsi**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 4 Maart 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 17 ('n gedeelte van Gedeelte 11) van Erf 38, geleë in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T48576/89, grootte 406 (vierhonderd en ses) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 19de dag van Januarie 1994.

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

**Saak 25043/93
PH 507**

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

In die saak tussen **Transnet Beperk**, Eiser, en **Jacobs, Simon**, Eerste Verweerder, en **Jacobs, Muriel Gertruida**, Tweede Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 17 Februarie 1994 om 10:00, by die kantore van die Balju, Benoni, te Kempstonlaan 49, Benoni, van die ondergemelde eiendom:

Sekere Erf 2241, Etwatwa-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 264 (tweehonderd vier-en-sestig) vierkante meter, geleë te Erf 2241, Etwatwa.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Tweeslaapkamerhuis met staal vensters, teëldak.

Bestaande uit sitkamer, badkamer en kombuis.

Buitegeboue bestaande uit: Geen.

3. Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Benoni, te Kempstonlaan 49, Benoni, of die Eiser se prokureurs Blakes Ingelyf, te Sewende Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hierdie 13de dag van Januarie 1994.

S. Potgieter, vir Blakes, Santambankgebou, Sewende Verdieping, Rissikstraat 81, Johannesburg. (Tel. 833-8000.) (Verw. S. Potgieter/JM/Z06373.)

Saak 7848/93

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

In die saak tussen **Boland Bank Beperk**, Eiser, en **Bodo Richardt Schulenburg**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word te by die Verkooplokaal van die Balju, Richardstraat 30, Louis Trichardt, 2 Maart 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes by die kantore van die Balju, Hooggeregshof, Soutpansberg, voor die verkoping ter insae sal lê:

1. Resterende Gedeelte van die plaas Annexatie 253, Registrasieafdeling MS, Transvaal, groot 2 053,0187 hektaar, gehou kragtens Akte van Transport T88402/88.

Verbeterings: Ruim gerieflike plaaswoning, groot skure, slagkamer, vrieskamer, 17 kampe, 5 toegeruste boorgate.

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

Geteken te Pretoria op hierdie 20ste dag van Januarie 1994.

Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, Sanlamsentrum, 14de Verdieping, Andriesstraat 252, Pretoria. (Verw. mnr. v.d. Merwe/kd/EB 30098.)

Saak 30376/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Holland, Ashley**, Eerste Verweerder, en **Bühr, Barene Yolanda**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 24 Februarie 1994 om 10:00, verkoop word deur die Balju, te kantore van De Klerk Vermaak & Vennote, Overvaal-gebou, Krugerlaan, Vereeniging, op voorwaardes wat by sy kantoor ingesien kan word:

Gedeelte 38, van Erf 5401, Ennerdale-uitbreiding 9-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 450 vierkante meter (ook bekend as Le Batiesingel 41, Ennerdale-uitbreiding 9).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, opwas, motorhuis en twee afdakke.

Datum: 14 Januarie 1994.

N. C. H. Bouwman, Balju van die Hooggeregshof, Overvaal, Krugerlaan 28, Vereeniging. [Tel. (016) 21-3400.]

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

Saak 29654/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Gallant, Romeo Nowellon**, Eerste Verweerder, en **Gallant, Martha**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op Donderdag, 24 Februarie 1994 om 10:00, verkoop word deur die Balju, te kantore van De Klerk Vermaak & Vennote, Overvaal-gebou, Krugerlaan, Vereeniging, op voorwaardes wat by sy kantoor ingedien kan word:

Erf 6033, Ennerdale-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 351 vierkante meter (ook bekend as Cryolitestraat 127, Ennerdale-uitbreiding 8).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, slaapkamer, badkamer en kombuis.

Datum: 14 Januarie 1994.

N. C. H. Bouwman, Balju van die Hooggeregshof, Overvaal, Krugerlaan 28, Vereeniging. [Tel. (016) 21-3400.]

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

Saak 29658/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Evans, Godfrey Desmond**, Verweerder

Volgens vonnis van bogemelde Hof, sal per veiling die volgende eiendom op Donderdag, 24 Februarie 1994 om 10:00, verkoop word deur die Balju, te kantore van De Klerk Vermaak & Vennote, Overvaal-gebou, Krugerlaan, Vereeniging, op voorwaardes wat by sy kantoor ingedien kan word:

Erf 5158, Ennerdale-uitbreiding 13-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 325 vierkante meter (ook bekend as Onyxlaan 37, Ennerdale-uitbreiding 13).

Die volgende inligting word verskaf insake verbetering alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdiepingwoonhuis met sitkamer, eetkamer, drie slaapkamers, en kombuis.

Datum: 14 Januarie 1994.

N. C. H. Bouwman, Balju van die Hooggeregshof, Overvaal, Krugerlaan 28, Vereeniging. [Tel. (016) 21-3400.]

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

Saak 2478/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **ABSA Bank Beperk** (Nr 86/04794/06) (Allied Bank Divisie vha Allied Bouvereniging Beperk), Eksekusieskuldeiser, en **Francis James Marriott**, Identiteitsnommer 4904185048005, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 23 November 1993, word die hierna-vermelde eiendom op Vrydag, 25 Februarie 1994 om 10:00, voor die Landdroshof, Jan van Riebeeckstraat, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Erf 1169, geleë in die dorp Ermelo-uitbreiding 5, Registrasieafdeling IT, Transvaal, groot 2 379 (tweeënduisend driehonderd nege-en-sewentig) vierkante meter (verbeterde eiendom geleë te De Bruinstraat 32, Ermelo).

Voorwaardes van verkoping:

Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Landdroshof, Ermelo, uitgelees sal word lê in sy kantoor ter insae en is die belangrikste bepalinge daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is tien persent (10%) van die koopprijs aan die Balju van die Landdroshof, Ermelo, betaal, en vir die balans van die koopprijs moet die koper 'n bank- of bougenootskapwaarborg aan die Balju van die Landdroshof, Ermelo, lewer binne dertig (30) dae na datum van verkoping.

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

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge, indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo op hede die 21ste dag van Januarie 1994.

B. J. Wheeler, vir Dr. M. M. Nolte, De Clercqstraat 11, Posbus 146, Ermelo, 2350. (Verw. mev. Adlam/A.)

Case 2107/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Timothy Shabalala**, First Defendant, and **Queen Elizabeth Shabalala**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 15 March 1993, the property listed hereunder will be sold in execution on Wednesday, 23 February 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 1563, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, measuring 221 (two hundred and twenty-one) square metres, known as Erf 1563, Etwatwa Extension 2, Benoni.

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

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

Main building: Single-storey dwelling, brick and concrete block wall, tiled roof, lounge, kitchen, two bedrooms, bathroom, toilet and boundary fenced.

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 Magistrate's Court, Harpur 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 than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16.75% (sixteen point seven five) per annum on the Preferent Creditor's claim as contemplated in rule 43 (7) (a) of the rules of court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) 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 18th day of January 1994.

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

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

In the matter between **South Arican Mutual Mortgage Investment Corporation (Pty) Limited**, Plaintiff, and **Petrus Johannes Geldenhuys**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), and writ dated 18 November 1993, in the above matter, a sale by public auction without a reserve price will be held by the Sheriff, Supreme Court, Wonderboom, at his office situated at Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 25 February 1994 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff at the above address and which will be read by him at the time of the sale, of the following property owned by Defendant:

Portion 1 of Erf 13, situated in the Township of Pretoria North, Registration Division JR, Transvaal, and known as 521 Pagel Street, Pretoria North, measuring 1 276 square metres, held by Petrus Johannes Geldenhuys (Identity Number 5805045089007), under Deed of Transfer T13415/1987.

The property has been improved as follows: A dwelling-house with a corrugated iron pitched roof and plastered and painted walls and comprising lounge, dining-room, study, four bedrooms, two tiled bathrooms, a tiled kitchen, a scullery and wall-to-wall carpeting.

The outbuildings comprise a garage, a servant's room and toilet.

The property is enclosed by a concrete wall.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

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

Dated at Pretoria on this 18th day of January 1994.

The Sheriff, Supreme Court, District of Wonderboom. [Tel. (012) 562-0570.] (Ref. N. Vlok.)

Rooth & Wessels, Attorneys for Plaintiff, Ground Floor, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr Brink.).

Case 380/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LETABA HELD AT TZANEEN

In the matter between **Town Council of Tzaneen**, Execution Creditor, and **Mogoboya Lumber Mills CC**, Execution Debtor

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

1. Erf 2167, situated in the Township of Tzaneen, Extension 12, Registration Division LT, Transvaal, measuring 1 591 square metres, held under Deed of Transfer T77095/89.

2. Erf 2168, situated in the Township of Tzaneen, Extension 12, Registration Division LT, Transvaal, measuring 1 640 square metres, held under Deed of Transfer T78685/89, will be sold at the Magistrate's Court, Morgan Street, Tzaneen, on 25 February 1994 at 10:00.

Unimproved land:

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

2. The sale is voetstoots and subject to:

2.1 The Magistrates' Courts Act and the rules thereunder;

2.2 The conditions of the title deed, and

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

Dated at Tzaneen on this the 18th day of January 1994.

I. Grobbelaar, for Maritz & Warmenhoven, Lex Numeri, 32 Peace Street, P.O. Box 304, Tzaneen, 0850.

Saak 11453/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Thamelo Paul Motlhaoleng**, Eerste Verweerder, en **Mosehlana Efa Motlhaoleng**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 10 Desember 1993, sal die ondervermelde eiendom op Vrydag, 25 Februarie 1994 om 09:00, te die Balju vir die Landdroshof, Championstraat 25, Orkney, 2620, aan die hoogste bieder verkoop word, naamlik:

All reg, titel en belang in die huurpag ten opsigte van Perseel 5160, Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 190 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshof van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste Verbandhouer, Nedcor Bank.

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

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

Buitegeboue: Geen.

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

Gedateer te Klerksdorp op hierdie 19de dag van Januarie 1994.

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

Saak 14957/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Matowane Louis Mahlatsi**, Eerste Verweerder, en **Diteko Belinah Mahlatsi**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 10 Desember 1993, sal die ondervermelde eiendom op Vrydag, 25 Februarie 1994 om 09:00, te die Balju vir die Landdroshof, Championstraat 25, Orkney, 2620, aan die hoogste bieder verkoop word, naamlik:

All reg, titel en belang in die huurpag ten opsigte van Perseel 4300, Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 200 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshof van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste Verbandhouer, Nedcor Bank.

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

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Enkelverdiepingwoonhuis bestaande uit twee slaapkamers, badkamer, kombuis, sitkamer en familiekamer.

Buitegeboue: Geen.

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

Gedateer te Klerksdorp op hierdie 19de dag van Januarie 1994.

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

Saak 516/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **K. E. Yika**, Eerste Verweerder, en **Linna Yika**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 3 Maart 1992, en 'n lasbrief vir eksekusie gedateer 20 Februarie 1992, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 23 Februarie 1994 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere: Al die reg, titel en belang in en tot Erf 1623, Othandweni-uitbreiding 1, Tokoza, Registrasieafdeling IR, Transvaal, ook bekend as Erf 1623, Othandweni-uitbreiding 1, Tokoza, groot 325 vierkante meter, gehou deur K. E. Yika en Linna Yika onder Akte van Transport TL.46494/1990.

Sonering: Residensieel.

Spesiale gebruiksvaardiging of vrystellings: Geen.

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

Teëldak met geverfde buitewand bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer met toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 21% (een-en-twintig persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank en/of bouverenigingswaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 18de dag van Januarie 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. E. Ungerer/PP/N14.)

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 Ltd**, Plaintiff, and **Hunter, Thomas Ian Angus**, Second 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 office of De Klerk, Vermaak and Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 24 February 1994 at 10:00, onwards of the under-mentioned 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 Portion 12, of the farm Alewynspoort 145, situated at plot 129, Alewynspoort, Standalane Farm, Eikenhof, District of Meyerton, Transvaal, measuring 232,7262 (two hundred and thirty-two comma 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 or 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 R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this the 19th day of January 1994.

M. Milstein, for Raphael Kurganoff, Attorney for Plaintiff, Seventh Floor, African Life Centre, 111 Commissioner Street, Johannesburg, 2001; P.O. Box 2870, Johannesburg, 2000. (Tel. 337-1861.) (Ref. MM/RK/F1091.)

Saak 1545/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Die Stadsraad van Brits**, Eksekusieskuldeiser, en **H. J. Botha**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 25 Februarie 1994 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere: Erf 544, geleë in die dorpsgebied Brits, groot 1 115 (eenduisend eenhonderd en vyftien) vierkante meter, bekend as Pienaarstraat 90, Brits, verbeterings, 'n baksteenwoning bestaande uit, drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, werkskamer, waskamer en 'n motorafdak, maar kan nie gewaarborg word nie.

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

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

Geteken te Brits op hede die 12de dag van Januarie 1994.

R. H. van Onselen, vir Jonker van Onselen & Kie. Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. RVO/FP:ST675/AQ0097.)

Case 14322/93

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

Between **Nedcor Bank Ltd**, Execution Creditor, and **Sabier Ahmed Ismail Moorad**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, of Roodepoort, and writ of execution dated 27 December 1993, the following property will be sold in execution on Friday, 25 February 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 2146, Florida, Extension 4 Township, Registration Division IQ, Transvaal, in extent 1004 (one thousand and four) square metres, held by Deed of Transfer T23015/91, known as 102 Kathleen Street, Florida, Extension 4, District of Roodepoort, upon which is erected a detached dwelling, said to contain a lounge, dining-room, three bedrooms, kitchen, two bathrooms, outside room, garage, 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 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 at Roodepoort this the 18th day of January 1994.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort; P.O. Box 360, Roodepoort. (Tel. 011-763-6111/2121.) (Ref. Mr. Vlok/CV/931048/17152.)

Case 5142/93

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

Between, **Nedcor Bank Ltd**, Execution Creditor, and **Maria Amalia Casteloes Stieglitz**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, of Roodepoort, and writ of execution dated 26 May 1993, the following property will be sold in execution on Friday, 25 February 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Holding 42, Princess Agricultural Holdings, Registration Division IQ, Transvaal, in extent 1,7131 (one comma seven on three one) hectares, held by Deed of Transfer T72161/89, known as corner of 42 Jersey Street and 44 Main Reef Road, Princess Agricultural Holdings, District of Roodepoort, upon which is erected a detached dwelling, said to contain a lounge, dining-room, three bedrooms, kitchen, bathroom, scullery-laundry, two outside rooms, outside store-room, carport, 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 this 17th day of January 1994.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort; P.O. Box 360, Roodepoort. (Tel. 011-763-6111/2121.) (Ref. Mr Vlok/CV/911124/17632.)

Case 9029/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Avril Frankel**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 13 September 1993, the following property will be sold in execution on Friday, 25 February 1994 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 655, Davidsonville Extension 2 Township, Registration Division IQ, Transvaal, in extent 300 (three hundred) square metres, held by Deed of Transfer T1006/1993, known as 633 Athena Street, Davidsonville Extension 2, District of Roodepoort, upon which is erected a detached dwelling of brick walls under a tiled roof, said to contain a lounge, three bedrooms, kitchen, bathroom and outside room, in regard to which, however, nothing is guaranteed.

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

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

Signed on the 18th day of January 1994.

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/930588/14735.)

Case 86/93

IN THE MAGISTRATE' COURT FOR THE DISTRICT OF PELGRIMSRUS HELD AT GRASKOP

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Lukas Johannes David van der Merwe**, First Defendant, and **Martha Dorothea van der Merwe**, Second Defendant

In pursuance of judgment in the above Honourable Court and a warrant for execution, the following immovable property will be sold in execution on 25 February 1994 at 10:00, to the highest bidder at the office of the Magistrate, Graskop:

Erf 82, Sabiepark Township, measuring 7 605 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, Graskop, and at the office of the undermentioned.

Dated at Nelspruit this 29th day of November 1993.

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

Saak 5423/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Susan Groenewald**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 17 Maart 1993, sal die ondervermelde eiendom op 25 Februarie 1994 om 10:00, deur die Balju, Thabazimbi, by die Landdroshof, Vierde Laan, Thabazimbi, aan die hoogste bieder geregtelik verkoop word:

Erf 995, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 482 vierkante meter, gehou kragtens Akte van Transport T31071/1988, bekend as hoek van Nagapie Paadjie en Antelopesteeg, Leeupoort Vakansiedorp-uitbreiding 5.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.

Sonering: Onbepaald.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê te insae by die kantore van die Balju, Thabazimbi, Tweede Laan 9, Thabazimbi, en bevat onder andere die volgende:

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

(b) Die koper moet afslagsgelde op die dag van die verkoping betaal teen 4,56% (vier komma vyf ses persent) van die totale koopprys met 'n minimum van R57.

Geteken te Pretoria hierdie 6de dag van Januarie 1994.

Eben Griffiths & Vennote, p.a. Wilsenach van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 64-1007/64-1039.] (Verw. mnr. Griffiths/mev. Du Plessis.)

Saak 15076/93

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

In die saak tussen **Saambou Bank Beperk** (voorheen bekend as Saambou-Nasionale Bouvereniging), Eiser, en **Alan David Lunn**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof, gedateer 21 September 1993, sal die ondervermelde eiendom op 22 Februarie 1994 om 10:00, deur die Balju, Pretoria Sentraal, by die Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder geregtelik verkoop word:

(i) Deel 17, soos getoon en volledig beskryf op Deelplan SS158/92, in die skema bekend as Eiffel Towers, ten opsigte van die grond en gebou of geboue geleë te Sunnyside, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 85 (vyf-en-tagtig) vierkante meter groot is; en

(ii) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken. Gehou kragtens Akte van Transport ST97640/92.

(iii) 'n Uitsluitlike gebruiksgebied beskryf as Parkering P17, groot 13 (dertien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Eiffel Towers, ten opsigte van die grond en gebou of geboue geleë te Sunnyside, Stadsraad van Pretoria, soos getoon en volledig beskryf op Deelplan SS158/92, gehou kragtens Sertifikaat van Saaklike Regte/Notariële Akte van Sessie SK5917/92.

Bekend as Eiffel Towers 603, Jorissenstraat 254, Sunnyside.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Woonstel bestaande uit 'n woonkamer, kombuis, twee slaapkamers, badkamer en onderdakparkering.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Pretoria Sentraal, Tweede Verdieping, Sinodale Sentrum, Visagiestraat 228, Pretoria, en bevat onder andere die volgende:

(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 bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na datum van die verkoping verstrek te word.

(b) Die koper moet afslagsgelde op die dag van die verkoping betaal teen 5% (vyf per sent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum geld van R6 000, met 'n minimum van R100 plus BTW.

Geteken te Pretoria hierdie 5de dag van Januarie 1994.

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 64-1007/64-1039.] (Verw. mnr. Griffiths/mev. Du Plessis.)

Saak 14040/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk** (voorheen bekend as Saambou-Nasionale Bouvereniging), Eiser, en **Franz Heinrich David Berg**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof, gedateer 28 September 1993, sal die ondervermelde eiendom op 25 Februarie 1994 om 11:00, deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder geregteelik verkoop word:

Gedeelte 27, van die plaas Onderstepoort 266, Registrasieafdeling JR, Transvaal, groot 13,6537 hektaar, gehou kragtens Akte van Transport T32609/80, bekend as Plot 27, Onderstepoort, Pretoria.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis bestaande uit: Sitkamer, eetkamer, twee gesinskamers, werkskamer, pakkamer, agt slaapkamers, sewe badkamers, kombuis, twee kamers en ses motorhuise.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, en bevat onder andere die volgende:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum geld van R6 000, met 'n minimum van R100 plus BTW.

Geteken te Pretoria hierdie 5de dag van Januarie 1994.

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 64-1007/64-1039.] (Verw. mnr. Griffiths/mev. Du Plessis.)

Saak 87675/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Gilliam Christoffel Booyzen**, Eerste Verweerder, en **Catharina Levina Booyzen**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof, gedateer 3 Maart 1993, sal die ondervermelde eiendomme op 25 Februarie 1994 om 10:00, deur die Balju, Thabazimbi, by die Landdroshof, Vierde Laan, Thabazimbi, aan die hoogste bieder geregteelik verkoop word:

Erf 411, Leeupoort Vakansiedorp-uitbreiding 3, Registrasieafdeling KQ, Transvaal, groot 440 vierkante meter, gehou kragtens Akte van Transport T3384/1989, bekend as Kameeldoringweg 411, Leeupoort Vakansiedorp-uitbreiding 3.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.

Sonering: Onbepaald.

Erf 952, Leeupoort Vakansiedorp-uitbreiding 5, Registrasieafdeling KQ, Transvaal, groot 400 vierkante meter, gehou kragtens Akte van Transport T84284/1988, bekend as Dahliasteeg 952, Leeupoort Vakansiedorp-uitbreiding 5.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel.

Sonering: Onbepaald.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Tweede Laan 9, Thabazimbi, en bevat onder andere die volgende:

(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 bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne veertien dae (14) na datum van die verkoping verstrek te word.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 4,56% (vier komma vyf ses persent) van die totale koopprys met 'n minimum van R57.

Geteken te Pretoria hierdie 6de dag van Januarie 1994.

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 64-1007/64-1039.] (Verw. mnr. Griffiths/mev. Du Plessis.)

Saak 14237/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk** (voorheen bekend as Saambou-Nasionale Bouvereniging), Eiser, en **Jacobus Johannes Jurgens Pretorius**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 14 September 1993, sal die ondervermelde eiendom op 22 Februarie 1994 om 10:00, deur die Balju, Pretoria Sentraal, by die Sinodale-sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder geregteelik verkoop word:

(i) Deel 55, soos getoon en vollediger beskryf op Deelplan SS8.85 in die skema bekend as Suncrest, ten opsigte van die grond en gebou of geboue geleë te Trevenna, Stadsraad van Pretoria; van welke deel die vloeroppervlakte, volgens genoemde Deelplan 47 (sewe-en-veertig) vierkante meter groot is; en

(ii) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST62093/92, bekend as Suncrestwoning 311, Esselenstraat, Trevenna, Sunnyside.

Verbeterings (geen waarborg word in hierdie verband gegee nie):

'n Woonstel bestaande uit 'n woonslaapkamer, kombuis en badkamer.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Tweede Verdieping, Sinodale-sentrum, Visagiestraat 228, Pretoria, en bevat onder andere die volgende:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R20 000; en daarna 3% (drie persent) tot 'n maksimum geld van R6 000, met 'n minimum van R100 plus BTW.

Geteken te Pretoria hierdie 5de dag van Januarie 1994.

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 64-1007/64-1039.] (Verw. mnr. Griffiths/mev. du Plessis.)

Saak 230/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KWAMHLANGA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **K. S. Lekubu**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 7 Desember 1993, toegestaan is, op 1 Maart 1994 om 13:00, te die betrokke perseel, naamlik Landdroshof, Ekangala, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Ekangala, vir 'n tydperk van 28 (ag-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 3248D, geleë in die dorp Ekangala, distrik kwaMhlanga, groot 200 vierkante meter, gehou deur die Verband-gewer kragtens Akte van Transport TV188/93.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode 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 Bronkhorstspuit op hede hierdie 4de dag van Januarie 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (012) 22911/2.] (Verw. mnr. Venter/svdb/Saambou 22.)

Saak 52126/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 27 September 1993, sal die onderstaande eiendom op 22 Februarie 1994 om 10:00, te die kantoor van die Balju, Pretoria Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Restant van Gedeelte 18 van Erf 2041, geleë in die dorpsgebied Villieria, Registrasieafdeling JR, Transvaal, bekend as 25ste Laan 473, Villieria.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, toilet, badkamer, drie slaapkamers, afdak, bediende-kamer, badkamer en toilet.

Verbandhouer(s): Boland Bank, Paul Krugerstraat, Pretoria.

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 21ste dag van Desember 1993.

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

Saak 12312/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die hof van die Landdros Pretoria en 'n Lasbrief vir Eksekusie gedateer 4 Mei 1993, sal die onderstaande eiendom op 22 Februarie 1994 om 10:00, te die kantoor van die Balju, Pretoria Sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 767, geleë in die dorpsgebied Kilnerpark Ext 1, Registrasieafdeling JR, Transvaal, bekend as Magdalena Willersstraat 241, Kilnerpark Ext 1.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, twee toilette, twee badkamers, drie slaapkamers, motorhuis, afdak, bediendekamer en twee toilette.

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

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

Die belangrikste voorwaardes daarin vervat is die volgende: 'n Kontant deposito van 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapswaarborg 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 21ste dag van Desember 1993.

Aan: Die Balju, Landdroshof, Pretoria-Sentraal.

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

Case 4051/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

In execution of a Judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in this suit, a sale without reserve will be held by the Sheriff of Brits at the office of the Sheriff, at 46 Ludorf Street, Brits, on 25 February 1994 at 08:30, 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 Stand 1830, Lethlabile-B Extension 1, Registration Division JQ, Transvaal, measuring 216 (two hundred and sixteen) square metres, held by certificate of Right of Leasehold TL74868/1992.

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

Improvements: A brick dwelling under tiled roof consisting of lounge, kitchen, two bedrooms, bathroom and toilet.

Reserve Price: Without reserve.

Terms: 10% (ten percent) 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 guarantee, acceptable to the Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days from the date of the sale.

Auctioneer's charges: Payable on the date of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter at 3% (three per cent) on the balance, subject to a maximum fee of R6 000 (six thousand rand) and a minimum fee of R50 (fifty rand).

Dated at Pretoria on this the 15th day of December 1993.

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Leinberger/RM/J31.)

Saak 216/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KWAMHLANGA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **I Morenwa**, Eksekusieskuldenaar

Kennis geskied hiermee dat die onervermelde eiendom na aanleiding van 'n vestekvonnis wat in bogemelde saak op 6 Desember 1993 toegestaan is, op 1 Maart 1994 om 13:00, te die betrokke perseel, naamlik Landdroskantoor Ekangala, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Ekangala, vir 'n tydperk van 28 (aght-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 4424, geleë in die dorp Ekangala, distrik Kwamhlanga, groot 320 (drie honderd-en-twintig) vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport G36/93.

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 bekendgemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede die 4de dag van Januarie 1994.

Geo Kiliam, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (012) 2-2911/2.] (Verw. mnr. Venter/svdb/Saambou 21.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KWAMHLANGA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Joël Mmanare Legodi**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Desember 1993 toegestaan is, op 1 Maart 1994 om 13:00, te die betrokke perseel, naamlik Landdroskantoor, Ekangala, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baijukantoor, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere: Erf 3380, geleë in die dorp Ekangala, groot 210 vierkante meter, gehou deur die verbandgewer, kragtens Akte van Transport TV60/93.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling 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 belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Bronkhorstspuit op hede hierdie 4de dag van Januarie 1994.

Geo Killian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (012) 2-2911/2.] (Verw. mnr. Venter/svdb/Saambou 4.)

Case 34826/92
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 **Strydom, Deon Dawid Jan Jacobus**, 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 23 February 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 Olkerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: Portion 27 (portion of Portion 1), of the farm Wolwekrans 156, Registration Division IQ, Transvaal, being Plot 27, Wolwekrans, District of Krugersdorp, measuring 8,5653 (eight comma five six five three) 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, two bedrooms, bathroom with outbuildings with similar construction comprising of four servant's rooms, store-room and workshop.

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 January 1994.

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/S.366/cb.)

Saak 64276/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Lancaster Court Regspersoon**, Eiser, en **John Jacobus Gysbert Viljoen**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 10 September 1992, en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 22 Februarie 1994 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, te wete:

1. a. Akteskantoorbeskrywing: Eenheid 17, geleë te Gedeelte 8 van Erf 2579 en Parkeerarea P3 in die dorpsgebied Pretoria, van die skema bekend as Lancaster Court, Skema SS30/89, groot 80 vierkante meter onder geregistreerde titel ST30/89 (17) (Unit).

b. *Straatadres:* Lancaster Court 206, Van der Waltstraat 518, Pretoria.

c. Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie:

Een en 'n halwe slaapkamerwoonstel, badkamer en toilet, sit- en eetkamer, kombuis, onderdak parking, gebou met sement en stene.

2. Verkoopvoorwaardes:

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprijs sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-sentraal, Visagiestraat 228, Pretoria, asook te die Landdroshof, Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 5de dag van Januarie 1994.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/2954.)

Saak 89154/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Stefanus Adriaan Venter**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 26 Februarie 1993, sal die ondervermelde eiendom op 24 Februarie 1994 om 10:00, deur die Balju, Phalaborwa, by die Landdroshof, Phalaborwa, aan die hoogste bieder geregtelik verkoop word:

Erf 44, Gravelotte-dorpsgebied, Registrasieafdeling LT, Transvaal, groot 2 011 vierkante meter, gehou kragtens Akte van Transport T44802/1987, bekend as Tambotiestraat 44, Gravelotte.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Onverbeterde perseel. Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Phalaborwa, en bevat onder andere die volgende:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 4,56% (vier komma vyf ses persent) van die totale koopprijs met 'n minimum van R57.

Geteken te Pretoria hierdie 3de dag van Januarie 1994.

Eben Griffiths & Vennote, p.a. Wilsenach Van Wyk Goossen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria. [Tel. (012) 64-1007/64-1039.] (Verw. mnr. Griffiths/mev. Du Plessis.)

Saak 45623/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 2 September 1992, sal die onderstaande eiendom op 22 Februarie 1994 om 10:00, te die kantoor van die Balju, Pretoria-Noordoos, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 13, van Erf 26, geleë in die dorpsgebied East Lynne, Registrasieafdeling JR, Transvaal, bekend as Rooihaaskoppielaan 39, East Lynne.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, twee toilette, twee badkamers, drie slaapkamers, motorhuis en afdak. Verbandhouer(s): United, Unitedgebou, Pretoriusstraat 243, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die kantoor van 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 koopprijs is betaalbaar op die dag van die veiling, die balans verseker te word by wyse van 'n bank- of bougenootskapwaarborg in 'n vorm aanvaarbaar vir Eiser se prokureurs en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 11de dag van Januarie 1994.

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

Case 4892/93

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

In the matter between **First National Bank of SA Limited**, Plaintiff (Execution Creditor), and **Leslie John Tompsett**, Defendant (Execution Debtor)

In execution of the judgment granted herein and subsequent notice of attachment dated 15 July 1993, the undermentioned property will be sold by the Sheriff of the Magistrate's Court on 3 March 1994, at the offices of the Sheriff, 51 Loch Street, Meyerton, at 10:00:

Description: Certain improved property situated in the Hartzebergfontein Agricultural Holdings, Registration Division IQ, Transvaal, being Holding 27, in extent 2,0215 (two comma nought two one five) hectares.

Four-bedroomed house with single facilities, three garages, swimming-pool, iron corrugated roof with wire fencing.

The street address of the property is: Plot 27, Eike Street, Hartzenbergfontein, District of Meyerton.

Conditions:

1. The sale shall be subject to the provisions laid down by the Magistrates' Courts Act, No. 32 of 1944, and the rules made thereunder, the conditions contained in the title deed/s, and will be sold to the highest bidder without reserve.

2. The purchaser shall pay to the Sheriff, 10% (ten per cent) of the purchase price immediately upon signature of the conditions of sale and furnish him with a bank or building society guarantee within 14 (fourteen) days from the date of the sale for the balance of the purchase price.

3. The Execution Creditor will consider favourable granting for an approved purchaser loan of up to 90% (ninety per cent) of the purchase price of the property and arrangements should be made with the Execution Creditor before the sale.

4. The full conditions of the sale may be inspected at the office of the Sheriff of the Magistrate's Court during office hours and will be read out before the property is put up for sale.

Dated at Vereeniging on this the 6th day of January 1994.

E. H. Lyell, for Steyn, Lyell & Marais, Second Floor, Steyn Lyell, Marais Building, 21 Leslie Street; P.O. Box 83, Vereeniging. [Tel. (016) 21-4471.]

Case 34408/92
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Karsten, Gideon Jacobus**, 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 26 February 1994 at 09:00, 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 627, situated in the Township of Kempton Park-Wes, Registration Division IR, Transvaal, being 37 Fisant Street, Kempton Park-Wes.

Measuring: 605 (six hundred and five) square metres.

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

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

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

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

Dated at Johannesburg on this the 10th day of January 1994.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/K144/cb.)

Case 26111/92
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Du Plessis, Abraham Johannes Cornelius**, 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 23 February 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 803, situated in the Township of West Krugersdorp, Registration Division IQ, Transvaal, being 92 Windrum Street, West Krugersdorp.

Measuring: 595 (five 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, entrance-hall, pantry, two bedrooms, bathroom, with outbuildings with similar construction comprising of garage, carport, servant's room, two toilets, store-room, flat comprising of lounge, dining-room, bedroom 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this the 10th day of January 1994.

B. W. Webber, for Ramsay, Webber and 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.172.)

**Case 31616/92
PH 104**

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

In the matter between **The Standard Bank of S.A. Limited**, Execution Creditor, and **Veal Robert John**, 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 25 February 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 88, situated in the Township of Weltevreden Park Extension 5, Registration Division IQ, Transvaal, being 33 Rooisering Street, Weltevreden Park Extension 5, Roodepoort, measuring 1 100 (one thousand one hundred) square metres.

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

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

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

Dated at Johannesburg this 10th day of January 1994.

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/V96/cb.)

**Case 29211/92
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 **Lloyd, Reuben Albert Frederick**, 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, Benoni, on 24 February 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 5907, situated in the Township of Northmead Extension 4, Registration Division IR, Transvaal, being 3 Yellowwood Street, Northmead Extension 4, Benoni, 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, four bedrooms, bathroom with outbuildings with similar construction comprising of garage, servant's room and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 January 1994.

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/L157/cb.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Swartz, Harry Joseph**, First Execution Debtor, and **Swartz, Petronella Wilhelmina**, 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, Kempton Park, on 26 February 1994 at 09:00, 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 913, situated in the Township of Clayville Extension 9, Registration Division JR, Transvaal, being 49 Pearce Road, Clayville Extension 9, Midrand, measuring 1 190 (one thousand one 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, three bedrooms, two bathrooms with outbuildings with similar construction comprising of garage and toilet.

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

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

Dated at Johannesburg this 12th day of January 1994.

E. W. Webber, for Ramsay, Webber & Co., Plaintiff's Attorneys, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/S474.)

Case 30729/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Fabre, Edward Charles**, First Execution Debtor, and **Fabre, Lynda**, 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, Randburg, on 22 February 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 3475, situated in the Township of Randparkrif Extension 41, Registration Division IQ, Transvaal, being 5 Flamboyant Street, Randparkrif Extension 41, Randburg, measuring 1 340 (one thousand three 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 iron roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, laundry/scullery, dressing-room, separate toilet, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room, bathroom, store-room, 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 12th day of January 1994.

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/F.103.)

Case 31412/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Lazarus, Stephen Errol**, 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 24 February 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 542, situated in the Township of Parkwood, Registration Division IR, Transvaal, being 32 Ashford Road, Parkwood, Johannesburg, measuring 1 027 (one thousand and twenty-seven) square metres.

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

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 27th day of January 1994.

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/L228/cb.)

Saak 19412/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Beperk** (62/00738/06), Eiser, en **Ahmed Mohammed Hanief Tikly, Id.** 5004295023052, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 23 Februarie 1994 om 10:00, deur die Balju vir die Hooggeregshof, Pietersburg, gehou te die Landdroskantore, Bodensteinstraat, Pietersburg, aan die hoogste bieder:

Erf 169, geleë in die dorpsgebied Nirvana, Registrasieafdeling LS, Transvaal, groot 595 vierkante meter, gehou kragtens Akte van Transport T30230/1976.

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

Straatadres: Simlalaan 206, Nirvana, Pietersburg, Transvaal.

Verbeterings: Woonhuis met sinkdak, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, garage, buitetoilet, voorafvervaardigde omheining en sementplaveisel.

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, Pietersburg, te Hans van Rensburgstraat 68, Pietersburg, Transvaal.

Gedateer te Pretoria hierdie 6de dag van Januarie 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9230/93/BVDM.)

Saak 7518/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeeling)

In die saak tussen **Standard Bank van SA Beperk** (62/00738/06), Eiser, en **Johannes Jacobus Swart** (Identiteitsnommer 4910225077003), Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 25 Februarie 1994 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou te die Balju se kantore, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria, aan die hoogste bieder:

Erf 329, in die dorp Sinoville, Registrasieafdeling JR, Transvaal, groot 1 035 vierkante meter, gehou kragtens Akte van Transport T34945/87.

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

Straatadres: Aldostraat 191, Sinoville, Pretoria.

Verbeterings: Vierslaapkamerwoning, sitkamer, eetkamer, familiekamer, kombuis, twee badkamers met storte, aparte toilet, buite waskamer, buitetoilet, twee garages, sinkdak, steen- en voorafvervaardigde omheining, steen- en sementplaveisel asook 'n boorgat.

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, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria.

Gedateer te Pretoria hierdie 7de dag van Januarie 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat; Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9084/93/BVDM.)

Saak 5225/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Henry George Dennis Annandale**, Eiser, en **John McGill McGown**, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 25 Februarie 1994 om 10:00, deur die Balju vir die Hooggeregshof, Rustenburg, gehou te die Landdroshof, Rustenburg, aan die hoogste bieder:

Erf 44, in die dorpsgebied Cashan, Registrasieafdeling JQ, Transvaal, groot 3 423 vierkante meter, gehou kragtens Akte van Transport T63386/1990.

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

Straatadres: Vierde Laan 8, Cashan, Rustenburg.

Verbeterings: Dubbelverdiepingwoonhuis met ingangsportaal, twee sitkamers, eetkamer, familiekamer, studeerkamer, kombuis en spens, opwaskamer, vier slaapkamers, twee badkamers en gastetoilet, twee garages, twee afdakke, bediende-kwartiere en toilet, leiklipsteëldak, swembad en betonmuur omheining.

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, Rustenburg, Van Velden-Duffeygebou, Steenstraat 37, Rustenburg.

Gedateer te Pretoria hierdie 7de dag van Januarie 1994.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat; Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. V. Rensburg/Z9058/93/BVDM.)

Case 165/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LETABA HELD AT TZANEEN

In the matter between **J. G. Schutte**, Plaintiff, and **V. C. Lyons**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Tzaneen, and writ of execution dated 28 April 1993, the following property will be sold by public auction on Friday, 25 February 1994 at 10:00, in front of the Magistrate's Court at Tzaneen, to the highest bidder, viz:

Erf 290, situated in Tzaneen Extension 4, Registration Division LT, Transvaal, also known as Sirkefweg 31, Tzaneen.

Material conditions of sale:

1. The property will be sold to the highest bidder without reserve and subject to the Magistrates' Courts Act and rules in terms thereof.

2. The purchaser shall pay 10% (ten per cent) of the purchase price to the Sheriff of the Court immediately after the sale and the balance shall be secured by means of a bank or building society guarantee payable against registration of the property in the name of the purchaser, which guarantee shall be delivered to the Plaintiff's attorneys within 14 (fourteen) days of the date of sale.

The conditions of sale will lie for inspection during office hours at the office of the Sheriff of the Magistrate's Court at Tzaneen.

C. D. R. Brits, for Joubert & May, P.O. Box 35.

Case 26718/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Liebenberg Willem Adriaan**, Execution Debtor, and **Liebenberg Nicoleen**, 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 25 February 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 440, situated in the Township of Roodepoort, Registration Division IQ, Transvaal, being 34 Berlandina Street, Roodepoort, measuring 248 (two hundred and forty-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, three bedrooms, bathroom with outbuildings with similar construction comprising of carport.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 7th day of January 1994.

B. W. Webber, for Ramsay, Webber & Co., Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/cb/L223.)

Saak 752/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Lucas Mashego**, Eiser, en **Bridget Mashele**, Verweerder

Ter uitwinning van 'n vonnis van die bogemelde Agbare Hof sal 'n verkoping gehou word by die Balju se kantoor, Springs, op Vrydag, 11 Februarie 1994 om 15:00, te Vierde Straat 66, Springs, aan die hoogste bidder:

Erf 11188, geleë in die dorpsgebied kwaThema, Registrasieafdeling IR, Transvaal, geleë te Matshikizastraat 11188, kwaThema, Springs, en bestaande uit 'n teëldakhuis met sitkamer, badkamer, kombuis en twee slaapkamers.

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

Gedateer te Springs op hierdie 4de dag van Januarie 1994.

Odé Retief, Nigelweg 60, Selection Park, Springs. (Verw. O. Retief/BvH/1170.)

Saak 56070/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk** (Allied Divisie), Eiser, en **Martha Elizabeth Lizzie Venter**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 18 Oktober 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 22 Februarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Noordoos, te Sinodale-sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

(1) 'n Eenheid bestaande uit:

(a) Deel 38, soos getoon en volledig beskryf op Deelplan SS191/86, in die skema bekend as Willmor Park ten opsigte van die grond en gebou of geboue geleë te resterende gedeelte van Gedeelte 4 van Erf 139, East Lynne, Plaaslike Owerheid, Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens genoemde Deelplan 85 (vyf-en-tagtig) vierkante meter groot is;

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken.

Gehou kragtens Akte van Transport ST70119/92, beter bekend as Willmorpark 202, Lanhmastraat 157, East Lynn.

Verbeterings; 'n Deeltiteleenheid (woonstel) met twee slaapkamers, sitkamer, kombuis, badkamer met novilon vloere, volvloermatte en motorhuis. Eiser waarborg nie die verbeterings nie.

Terme en voorwaardes

Terme: Die koopprijs sal wees 10% (tien per centum) daarvan by verkoping en die balans moet binne 14 (veertien) dae verseker by wyse van 'n bank- of bouverengingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof van Pretoria-Noordoos, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Pretoria-Noordoos, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hierdie 11de dag van Januarie 1994.

Tim Du Toit & Kie Ingelyf, Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 320-6753.) (Ref. mnr. Beukes/hs.)

Saak 1043/91

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen **Bankorp Beperk**, handeldrywende as Trust Bank, Eiser, en **Rachnita BK**, 88/33579/23, Verweerder

Ingevolge uitspraak in die Hof van die Landdros te Standerton, en lasbrief vir eksekusie tot geregtelike verkoping, gedateer 8 Oktober 1993, sal die ondervermelde onroerende eiendom op 2 Maart 1994 om 10:00, te die Balju se kantoor, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 140, geleë in die dorp Meyerville, Registrasieafdeling HS, Transvaal: Leë erf.

Erf 144, geleë in die dorp Meyerville, Registrasieafdeling HS, Transvaal, woonhuis met sinkdak, sitkamer, eetkamer, vier slaapkamers, badkamer, toilet, kombuis, waskamer, pakkamer en buitegeboue.

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

1. 10% (tien persent) van die koopprys in kontant op die dag van verkoping.
2. Die balans van die koopprys teen registrasie van transport en gewaarborg staan te word binne 60 (sestig) dae na datum van verkoping.
3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenis ookal eerste mag plaasvind.

Geteken te Standerton op hede die 10de dag van Januarie 1994.

H. J. Langeveldt, vir Van den Berg Nel & Langeveldt Ing., Samuel Seigel Berlane Kamers, Posbus 73, Standerton. (Verw. HJL/cn/1356.)

Case 11478/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Johannesburg Municipal Pension Fund**, Plaintiff, and **Daniel Kruger**, and **Johanna Magdalena Kruger**, Defendants

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 24 February 1994 at 10:00, of the undermentioned property of the Defendants on the conditions read out by the auctioneer at the offices of the Sheriff, Johannesburg, prior to the sale and which may be inspected at the offices of the Sheriff prior to the sale, namely:

Erf 77, Unigray Township, Registration Division IR, Transvaal, in extent 750 square metres, held by Deed of Transfer T42733/1992, situated at 14 Ferry Street, Unigray, Johannesburg.

The following improvements are on the property and are reported but nothing is guaranteed. A single storey residence comprising residence under corrugated iron roof, consisting of lounge, entrance-hall, three bedrooms, bathroom, toilet and kitchen. Outbuildings consisting of garage, carport, servant's room and bathroom.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale. Auctioneer's charges, payable on the date of sale, to be calculated as follows: 5% (five per cent) on proceeds of the sale up to the price of R20 000 (twenty thousand rand), and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 4th day of January 1994.

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

Case 7227/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Ntjie Daniel Boikhutso**, First Defendant, and **Mildred Boikhutso**, Second Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 895, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 895 Johannes Bapela Street, Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 6th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs Pinheiro/HS0584.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Petrus Jacobus Stoop**, First Defendant, and **Maria Elizabeth Stoop**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the Magistrate's Court, Kriel on Wednesday, 23 February 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 1488, situated in the Township of Kriel Extension 5, Registration Division IS, Transvaal (also known as 14 Larkspur, Kriel), in extent 986 (nine hundred and eighty-six) square metres, held under Deed of Transfer T55146/92, subject to the reservation of mineral rights with the exception of the coal rights and servitude and the other conditions as mentioned in the title deed.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling with tiled roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., garage, servant's room with bathroom and precast fencing.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer's charges on the first R20 000 and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 11th day of January 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1607/93.)

Saak 22706/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Jacobus Paul Visser**, Verweerder.

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 22 Februarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Sentraal te Sinodalesentrum, Visagiestraat 234, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 30 November 1993, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-Sentraal, Sinodalesentrum, Visagiestraat 228, Pretoria.

Ben Swartstraat 685, Rietfontein, Pretoria, met aktesbeskrywing: Resterende Gedeelte van Erf 281, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, groot 1 276 (een twee sewe ses) vierkante meter, gehou kragtens Transportakte T32372/93, en verbind ten gunste van die Eiser onder Verbandakte B33691/93.

Die eiendom bestaan uit: Drie slaapkamers, sitkamer, kroeg, studeerkamer, badkamer, kombuis, kantoor, afdakke, swembad en boorgat.

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

Die verkoopprijs sal soos volg wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van '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. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 16,5% (sestien komma vyf persent) per jaar en aan die verbandhouer teen 16,5% (sestien komma vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Sentraal, Sinodalesentrum, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hede die 4de dag van Januarie 1994.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum, 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/493/7.)

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Bernardus Rudolf van Heerden**, Eerste Verweerder, en **Johanna Hermina Jacoba van Heerden**, Tweede Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 22 Februarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Sentraal te Sinodalesentrum, Visagiestraat 234, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerders op 30 November 1993, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-Sentraal, Sinodalesentrum, Visagiestraat 228, Pretoria.

Kefaloniawoonstelle 401, Jacob Maréstraat, Pretoria-Sentraal, met aktesbeskrywing:

1. (a) Deelnommer 19, soos getoon en meer volledig beskryf op Deelplan SS376/93, in die skema bekend as Kefalonia, ten opsigte van die grond en gebou of geboue geleë te Erf 3032, Pretoria, plaaslike bestuur Pretoria, van welke deel die vloeroppervlakte, volgens genoemde deelplan 40 (veertig) vierkante meter groot is; en

(b) 'n onderverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST48047/93, en verbind ten gunste van die Eiser onder Verbandakte SB49088/92.

Die eiendom bestaan uit: Eenmanwoonstel.

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

Die verkoopprys sal soos volg wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van '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. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 16,25% (sestien komma twee vyf persent) per jaar en aan die verbandhouer teen 16,25% (sestien komma twee vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Sentraal, Sinodalesentrum, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hede die 4de dag van Januarie 1994.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum, 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/496/0.)

Saak 22705/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Terence Ashley Gleeson**, Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 22 Februarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 30 November 1993, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-sentraal, Sinodalesentrum, Visagiestraat 228, Pretoria:

Ockenburgwoonstelle 106, Kerkstraat 595, Arcadia, Pretoria, met aktebeskrywing:

1. (a) Deelnommer 33, soos getoon en meer volledig beskryf op Deelplan SS7/88 in die skema bekend as Ockenburg, ten opsigte van die grond en gebou of geboue geleë te Gedeelte 2, Erf 92, Arcadia, Plaaslike Bestuur, Pretoria, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 18 (agtien) vierkante meter groot is; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken;

2. (a) Deelnommer 6, soos getoon en meer volledig beskryf op Deelplan SS7/88 in die skema bekend as Ockenburg, ten opsigte van die grond en gebou of geboue geleë te Gedeelte 2, Erf 92, Arcadia, Plaaslike Bestuur, Pretoria, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 99 (nege-en-negentig) vierkante meter groot is; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deenemingskwota van genoemde deel soos op genoemde deelplan aangeteken;

Gehou kragtens Transportakte ST7528/92, en verbind ten gunste van die Eiser onder Verbandakte SB9509/92;

Die eiendom bestaan uit: Twee slaapkamers, sitkamer, kombuis, badkamer met toilet en stort.

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

Die verkoopprys sal soos volg wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 16,25% (sestien komma twee vyf persent) per jaar en aan die verbandhouer teen 16,25% (sestien komma twee vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Sentraal, Sinodalesentrum, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hede die 4de dag van Januarie 1993.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/495/9.)

Saak 9669/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Lodewyk Andries Schutte**, Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 22 Februarie 1994 om 10:00, by die kantore van die Balju, Pretoria-Sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 23 Junie 1992, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-sentraal, Sinodalesentrum, Visagiestraat 228, Pretoria:

Suncrest 112, Erf 68, Esselenstraat 26, Sunnyside, Pretoria, met aktebeskrywing:

1. (a) Deelnommer 26, soos getoon en meer vollediger beskryf op Deelplan SS8/85 in die skema bekend as Suncrest, ten opsigte van die grond en gebou of geboue geleë te Erf 3032, Pretoria, Plaaslike Bestuur, Pretoria, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 47 (sewe-en-veertig) vierkante meter groot is; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken;

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST8/85 (26) (Unit), en en verbind ten gunste van die Eiser onder Verbandakte SB92514/90;

Die eiendom bestaan uit: Slaapkamer, sitkamer, kombuis en badkamer.

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

Die verkoopprys sal soos volg wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 22,25% (twee-en-twintig komma twee vyf persent) per jaar en aan die verbandhouer teen 22,25% (twee-en-twintig komma twee vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria-Sentraal, Sinodalesentrum, Visagiestraat 228, Pretoria.

Geteken te Pretoria op hede die 4de dag van Januarie 1993.

Wilsenach, Van Wyk, Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. W. J. Lubbe/M. Swanepoel/61/293/1.)

Saak 197/92

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **S. J. Pretorius**, Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Delmas, gedateer 27 Februarie 1992, sal 'n eksekusieverkoping gehou word by die Landdroskantoor, Delmas, op 25 Februarie 1994 om 10:00, van die ondervermelde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Balju van die Landdroshof gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, voor die verkoping ter insae sal lê:

Hoewe 14, 15, 16, 17 en 18, Droogfontein-landbouhoewes, Registrasieafdeling IR, Transvaal, gehou kragtens Akte van Transport T84312/1990.

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

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

Geteken te Delmas op hierdie 6de dag van Januarie 1994.

D. J. Swanepoel, Prokureurs vir Eksekusieskuldeiser, Derde Straat 33, Delmas, 2210 (LC).

Case 31286/93
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Limited**, Plaintiff, and **Themane: Oubas David**, 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, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 23 February 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: All the right, title and interest in the 99 year right of leasehold in respect of Portion 220 of Erf 15049, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, area 257 (two hundred and fifty-seven) square metres, situation Portion 220 of Erf 15049, Kagiso Extension 6.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

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

Dated at Johannesburg on this 14th day of January 1994.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N140:NC129.)

Case 10974/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Sekwenene Motshoane**, Defendant

Pursuant of a judgment of the above Court and a warrant of attachment dated 22 July 1993, the undermentioned property will be sold in execution on Friday, 25 February 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 11802, Mamelodi Township, Registration Division JR, Transvaal (now freehold), measuring 297 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL65135/92 (now Deed of Transfer TL65135/92), known as 11802 Mamelodi East, Mamelodi.

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

A house comprising three bedrooms, lounge and kitchen.

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 18th day of January 1994.

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

Case 14035/89

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Pontsho Elliot Mpakanyane**, First Defendant, and **Ngwanyana Lina Mpakanyane**, Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 16 October 1989, the undermentioned property will be sold in execution on Friday, 25 February 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 1445, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 300 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL22838/89, known as Stand 1445, Mamelodi West, 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, kitchen, lounge, store-room, garage, outside toilet and wire fencing.

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 18th day of January 1994.

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

Case 3374/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Josef Ndyelart and Karina Ndyelart**, Defendants

Pursuant to a judgment of this Court and subsequent warrant for execution dated 3 December 1993 (Reissue) the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 25 February 1994 at 09:00:

Stand 1358, Lethlabile, District of Brits, Registration Division JQ, Transvaal, measuring 216 square metres, held under Deed of Grant 294/91.

The following improvements exist on the property although in this respect nothing is guaranteed: Two bedroom dwelling-house.

Material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as roukoop.
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 14th day of January 1994.

J. M. Erasmus, c/o E. D. Ras & Olivier, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Case 145/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tehelo Sina Mabuse**, Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 26 November 1993 (Reissue) the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 25 February 1994 at 09:00:

Stand 1074, Lethlabile, District of Brits, Registration Division JQ, Transvaal, measuring 222 square metres, held under Deed of Grant 226/91.

The following improvements exist on the property although in this respect nothing is guaranteed: Two bedroom dwelling-house.

Material conditions of the sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as roukoop.
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 14th day of January 1994.

J. M. Erasmus, c/o E. D. Ras & Olivier, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gabriël Stephanus Joubert**, Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution, dated 2 March 1993, the hereunder-mentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 25 February 1994 at 09:00:

Erf 49, in the Township of Elandsrand, Registration Division JQ, Transvaal, measuring 1 135 square metres, held under Deed of Transfer T38619/89.

The following improvements exist on the property although in this respect nothing is guaranteed. Five bedroom dwelling-house.

Material conditions of the sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400,00 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per centum) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as roukoop.
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 14th day of January 1994.

J. M. Erasmus, c/o E. D. Ras & Olivier, Attorney for Plaintiff, Perm Plaza, Murray Avenue; P.O. Box 5, Brits, 0250.

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Lalumba Freddy Mugwena**, First Defendant, and **Pauline Lerato Mugwena**, Second Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution, dated 2 November 1993, the hereunder-mentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 25 February 1994 at 09:00:

Erf 3893, situated in the Township of Lethlabile A, Registration Division JQ, Transvaal, measuring 828 square metres, held under Deed of Transfer T80184/92.

The following improvements exist on the property although in this respect nothing is guaranteed. Dwelling-house.

Material conditions of the sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400,00 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per centum) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as roukoop.
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.
- (i) The sale shall be subject to the approval of the Plaintiff within fourteen days from date of sale.

Dated at Brits this 17th day of January 1994.

J. M. Erasmus, c/o E. D. Ras & Olivier, Attorney for Plaintiff, Perm Plaza, Murray Avenue; P.O. Box 5, Brits, 0250.

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Veronica Khosi Sithole**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 28 October 1993, the property listed hereunder will be sold in execution, on Wednesday, 23 February 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 2502, Etwatwa Township, Registration Division IR, Transvaal, measuring 253 (two hundred and fifty-three) square metres, known as Erf 2502, 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:

Wall: Brick semi face.

Roof: Tiles.

Rooms: Single storey, lounge, kitchen, two 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 than R10 000 (ten thousand rand) then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court, being 4% (four per centum) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum on the preferent creditor's claim as contemplated in rule 43 (7) (a) of the Rules of Court, from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) 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 18th day of January 1994.

Neil Stuart Jury, Ground Floor, Mutual & Federal Centre, 87 Elston Avenue, Benoni. (Ref. N. S. Jury/N232.) (Tel. 422-1963/4/5.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Killick Linda Frances**, Defendant

In pursuance of a judgment in the Supreme Court (Witwatersrand Local Division), and writ of execution the property listed hereunder which was attached on 23 December 1993, will be sold in execution on Thursday, 24 February 1994 at 10:00, in front of the Sheriff's Office, 131 Marshall Street, Johannesburg, to the highest bidder:

Section 1 La Topaz, Mayfield Park Township, Johannesburg Local Authority, in extent 115 (one hundred and fifteen) square metres, situated at 1 La Topaz, Topaz Place, Mayfield Park, Johannesburg.

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

Section is a flat comprising: Lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two toilets.

Outbuildings: None.

Common Property Facilities: Pool, garden, drying and parking.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 131 Marshall Street, Johannesburg, for the Supreme Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this the 14th day of January 1994.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4 29-3921/2/3.) (Ref. Mr Steyn/0816.)

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Frederick Coenraad Bernhardt**, Verweerder
Erf 507, Paardekop, Registrasieafdeling HS, Transvaal, groot 1 973 (negentien duisend en drie-en-sewentig) vierkante meter, No. T21735/1974.

Erf 508, Paardekop, Registrasieafdeling HS, Transvaal, groot 1 973 (negentien duisend en drie-en-sewentig) vierkante meter, No. T21735/1974.

Beide erwe is geleë te Ferreirastraat, Paardekop. Eksekusieveiling voor die kantore van die Raad op Plaaslike Bestuursangeleenthede, Hoofstraat, Paardekop, op Dinsdag, 1 Maart 1994 om 11:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendomme in 'n geproklameerde dorp en is die eiendomme verbeter met basiese munisipale dienste en is die eiendomme verder onverbeterd. Die eiendomme se sonering is onbepaald. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê ter insae by die kantore van die Balju, Volksrust, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys.

Geteken te Pretoria op hierdie 18de dag van Januarie 1994.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria.
(Tel. 320-2844/5/6/7.) (Verw. mev. Olivier.)

Case 27296/93
PH 212

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **Sullivan John Joseph**, Defendant

In the execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), granted on 9 November 1993, in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, 4 Du Plessis Road, Florentia, Alberton, on 23 February 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 sale, which conditions will lie for inspection at the premises of the Sheriff prior to the sale:

Erf 2086, Mayberry Park Township, Registration Division IR, Transvaal, measuring 1 618 (one thousand six hundred and eighteen) square metres, held by Deed of Transfer T1157/1989. Situated at 1 Sekelbos Street, Mayberry Park, Alberton.

Description: The following improvements are reported to be on the property but nothing is warranted or guaranteed: Such improvements consist of a single storey, 230 (two hundred and thirty) square metres klinker brick dwelling comprising: Three bedrooms, walk-in build-in-cupboards, main en suite with shower, two bathrooms, lounge, built-in bar, dining-room, fitted kitchen, eye level oven, HOB, enclosed porch, carpets under brick tile, in good state of repair.

Outbuildings: Large double garage, servant's room, toilet attached under brick tile, also in good state of repair. Property has modern pool with water feature with safety pool wall (klinker brick). Open paved patio/braai, two thatch umbrellas and paved driveway/courtyard.

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 days from day of sale.

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

Dated at Johannesburg on this the 17th day of January 1994.

Moss-Morris Inc., Plaintiff's Attorneys, Eighth Floor, The Inner Court, 74 Kerk Street; P.O. Box 7066, Johannesburg.
(Tel. 337-2121.) (Ref. Mr Greenfield/T Kwinana/F728.)

Saak 13953/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Bankorp Beperk** (nou ABSA Bank Bpk.), Eiser, en **Sarel Jacobus Wolfaardt**, Eerste Verweerder, en **Heila Magdalena Wolfaardt**, Tweede Verweerderes

Geliewe kennis te neem dat bogenoemde Vonniskskuldeiser van voornemens is om op Donderdag, 24 Februarie 1994 om 10:00, te die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, die ondergemelde onroerende eiendom van die Verweerders by wyse van 'n openbare veiling in eksekusie te verkoop, en wel kragtens 'n Hofbevel van bogemelde Agbare Hof, gedateer 6 Augustus 1991:

Gedeelte 2 van Erf 517, geleë in die dorpsgebied Claremont (Pretoria), Registrasieafdeling JR, Transvaal, groot 736 (sewehonderd ses-en-dertig) vierkante meter en met die volgende verbeterings daarop, alhoewel geen waarborg in verband daarmee gegee word nie. Die eiendom word voetstoots verkoop soos dit staan:

Woonhuis bestaande uit sitkamer, kombuis, gang, drie slaapkamers, toilet en badkamer/stort.

Buitegeboue bestaande uit toilet, kamer en afdak.

Diverse verbeterings: Tuinmure en plaveisel.

Die eiendom is geleë te Marketstraat 1094, Claremont, Pretoria.

Geliewe voorts daarop te let dat die voorwaardes van verkoop by die kantoor van die Balju, Pretoria-Wes, ingesien mag word.

Geteken te Pretoria op die 19de dag van Januarie 1994.

G. Ploos van Amstel, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eiser, 14de Verdieping, Andriesstraat 252, Pretoria. (Tel. 322-8490.) (JF/GF1 1174.)

Case 13953/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Bankorp Limited** (now ABSA Bank Ltd), Plaintiff, and **Sarel Jacobus Wolfaardt**, First Defendant, and **Heila Magdalena Wolfaardt**, Second Defendant

Kindly note that the aforementioned Judgment Creditor, in terms of a judgment of the above Honourable Court dated 6 August 1991, will, on Thursday, 24 February 1994 at 10:00, at the offices of the Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, put up for sale the property of the Defendants known as:

Portion 2 of Erf 517, situated in the Township of Claremont (Pretoria), Registration Division JR, Transvaal, measuring 736 (seven hundred and thirty-six) square metres, and with the following improvements, though in this regard nothing is guaranteed — the property is sold as it stands:

Dwelling comprising lounge, kitchen, passage, three bedrooms, toilet and bathroom/shower.

Outbuildings comprising toilet, room and shed.

Other improvements: Garden-walls and paving.

The property is situated at 1094 Market Street, Claremont, Pretoria.

Take notice further that the conditions of sale may be inspected at the offices of the Sheriff, Pretoria West.

Dated at Pretoria on the 19th day of January 1994.

G. Ploos van Amstel, for Van der Merwe Du Toit & Fuchs, Attorneys for Plaintiff, 14th Floor Sanlamsentrum Middestad, 252 Andries Street, Pretoria. (Tel. 322-8490.) (JF/GF1 1174.)

Saak 10978/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Kabelo Jordan Jonathan**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 11 November 1993, sal die ondervermelde eiendom op Vrydag, 18 Februarie 1994 om 09:00, te Balju vir die Landdroshof, Championstraat 25, Orkney, 2620, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 4348, Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 200 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die Eerste Verbandhouer, Nedcor Bank.

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

3. Die volgende verbeterings word beweer op die eiendom te wees:

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

Buitegeboue: Geen.

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

Gedateer te Klerksdorp op hierdie 17de dag van Januarie 1994.

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

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Albert Charles Hodgkinson**,
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 24 February 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 2, situated in the Township of Towerby, Registration Division IR, Transvaal, being 13 Vincent Road, Towerby, Johannesburg, measuring 589 (five hundred and eighty-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 metal roof, comprising kitchen, lounge/dining-room, entrance hall, two bedrooms, bathroom with outbuildings with similar construction comprising garage, two carports, 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 17th day of January 1994.

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/H.64)

Saak 71/91

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE HENDRINA

In die saak tussen **Saambou Nasionale Bouvereniging**, Vonnisskuldeiser, en **Paul Lodewyk Zietsman**, Vonnisskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 15 Oktober 1993, word die hiernavermelde eiendom op Dinsdag, 1 Maart 1994 om 10:00, voor die Landdroskantoor, Hendrina, geregtelik verkoop aan die persoon wat die hoogste bod maak naamlik:

Erf 472, geleë in die dorpsgebied Hendrina, Registrasieafdeling IS, Transvaal, groot 2 855 (tweeënduisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T37015/90.

Die eiendom is verbeter en geleë te Beukesstraat 15, Hendrina, 1095.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, lê in die Balju vir die Landdroshof Hendrina se kantoor ter insae en is die belangrikste bepalinge daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju vir die Landdroshof, Hendrina, betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju vir die Landdroshof Hendrina, lewer binne 30 (dertig) dae na datum van verkoping.

(b) Die koper sal aanspreeklik wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die Koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge indien enige, tesame met belasting op toegevoegde waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

Gedateer te Ermelo hierdie 13de dag van Januarie 1994.

E. T. Slabbert, vir Dr. M. M. Nolte, De Clercqstraat 11, Ermelo, 2350. (Verw. mnr. Slabbert/ze.)

Case 2510/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Butani Johannes Mkhulise**, First Defendant, and **Salamina Mkhulise**, Second Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 1650, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1650 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 14th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. L. Pinheiro/HS3633.)

Case 4002/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lucas Dikgole**, First Defendant, and **Gadihele Hazel Dikgole**, Second Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 142, Vosloorus Extension 7, Registration Division IR, Transvaal, situated at 142 Vosloorus Extension 7, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 17th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/L. Pinheiro/H00837.)

Case 13602/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Phillip Michael Motsepe**, First Defendant, and **Faith Sybil Motsepe**, Second Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 681, Vosloorus Extension 2, Registration Division IR, Transvaal, situated at 681 Vosloorus Extension 2, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 14th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs Pinheiro/H172.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jikithi hamilton Ntombela**, First Defendant,
Gettie Ntombela, Second Defendant and **Alice Thabile Kubeka**, Third Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of 17860 Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 17860 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 14th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg.

Case 12696/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khwinana Sak Motlhoana**, Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of 1172 Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 1172 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 14th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00984.)

Saak 11482/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOUD TE ROODEPOORT

In die saak tussen **Total Building Material Supplies CC**, Eksekusieskuldeiser, en **L. M. du Toit**, Eksekusieskuldenaar

Ingevolge 'n vonnis en lasbrief van eksekusie gedateer 23 Desember 1993, in bogenoemde Agbare Hof, sal die volgende eiendom per veiling in eksekusie verkoop word by: Die kantoor van die Geregsbode, Roodepoort, Progressweg 182, Technikon, Roodepoort, op 25 Februarie 1994 om 10:00:

Sekere Erf 330, Wilropark Extension 6 Township, distrik Roodepoort, Registrasieafdeling IQ, Transvaal. Akte van Transport T35031/1993. Die eiendom is geleë te Elkierylaan 67, Wilropark, distrik Roodepoort.

Die volgende verbeteringe op die eiendom is gerapporteer, maar niks word gewaarborg nie: 'n Woonhuis met steenmure en pleister en geteelde dak, bestaande uit sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, bedienekamer en 'n dubbel motorhuis, groot 1 231 (eenduisend tweehonderd een-en-dertig) vierkante meter.

Terme: 'n Kontantdeposito van 10% (tien persent) van die koopprys ten tyde van die veiling, tensy spesifiek anders ooreengekom deur die Eksekusieskuldeiser en die Geregsbode dat behoorlike sekuriteit gegee word teen registrasie van transport deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die veiling in eksekusie teen bankkoers van 18,75% (agtien komma sewe vyf persent).

Die afslaer se koste, betaalbaar ten tyde van die veiling, soos volg bereken: 4% (vier persent) plus BTW op die opbrengs van die verkoping.

Die voorwaardes van verkoop mag geïnspekteer word gedurende kantoorure by die kantoor van die Geregsbode, Roodepoort.

J. Jepsson, vir J. Gus Ackerman, Eksekusieskuldeiser se Prokureurs, Madelinestraat 9, Florida. (Tel. 674-5232.) (Ref. JJ/CC/862/65345.)

Saak 18026/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk** (voorheen bekend as Saambou Nasionale Bouvereniging Beperk), Eiser, en **Hendrik Cornelius van Reenen van Niekerk**, Eerste Verweerder, en **Silvia Locia van Niekerk**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 14 Desember 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 22 Februarie 1994 om 10:00, by die kantoor van die Balju, Pretoria-Sentraal, Die Sinodale-sentrum, Visagiestraat 228, Pretoria, aan die hoogste bieder verkoop word:

Sekere Deel 19, soos getoon en vollediger beskryf op Deelplan SS105/85, in die skema bekend as Clarapark, ten opsigte van die grond en gebou of geboue geleë te Erf 3304, Pretoria-dorpsgebied, plaaslike bestuur, Stadsraad Pretoria, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 63 vierkante meter groot is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deelplan aangeteken, met straatadres bekend as Clarapark 401, Clarastraat 19, Berea, Pretoria, Transvaal, en verbind onder Akte van Verband SB39946/93, groot 63 (drie-en-sestig) vierkante meter, gehou kragtens Akte van Transport ST39370/93.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Sit/eetkamer, twee slaapkamers, badkamer, kombuis en onderdakparkering.

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, Pretoria-Sentraal.
- (c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragkoste, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.
- (d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggereghof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Pretoria-Sentraal.

Geteken te Pretoria hierdie 18de dag van Januarie 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9358.)

Saak 14928/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk** (voorheen bekend as Saambou Nasionale Bouvereniging Beperk), Eiser, en **Caroline Mamoremi Ramalepa**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 31 Augustus 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 25 Februarie 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 575, geleë te Soshanguve-HH, Registrasieafdeling JR, Transvaal, groot 362 (driehonderd twee-en-sestig) vierkante meter, gehou kragtens Akte van Transport T100175/92.

Die eiendom word beskryf as onbeboude eiendom.

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 oordragskoste, 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 20ste dag van Januarie 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9317.)

Saak 23321/93

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 **Johannes Jochemus Pfeiffer**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 14 Desember 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 22 Februarie 1994 om 10:00, by die kantoor van die Balju, Pretoria-Sentraal, Die Sinodalesentrum, Visagiestraat 228, Pretoria, aan die hoogste bieder verkoop word:

Sekere: Deel 83, soos getoon en vollediger beskryf op Deelplan SS.61/80, in die skema bekend as Muckleneuk Laterns, ten opsigte van die grond en gebou of geboue geleë te Muckleneuk-dorpsgebied, Plaaslike Bestuur, Stadsraad van Pretoria, waarvan die vloeroppervlakte volgens genoemde deelplan 58 vierkante meter groot is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenstemming die deelnemingskwota soos op genoemde deelplan aangeteken. Met straatadres bekend as Muckleneuk Laterns B216, Troyestraat 190, Muckleneuk, Pretoria, groot 58 (ag-en-vyftig) vierkante meter, gehou kragtens Akte van Transport ST.14497/93.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik:

Sit-/eetkamer, kombuis, slaapkamer, badkamer en onderdakparkering.

Die wesenlike verkoopvoorwaardes is:

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

(b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Pretoria-Sentraal.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragskoste, 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, Pretoria-Sentraal.

Geteken te Pretoria hierdie 18de dag van Januarie 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9245.)

Case 8737/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Daniel Tebogo Mphuti**, First Defendant, and **Malesboane Elizabeth Mphuti**, Second Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 866, Vosloorus Extension 1, Registration Division IR, Transvaal, situated at 866 Dibetso Street, Vosloorus Extension 1, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 12th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/HS3813.)

Saak 20389/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Ilona Anette Robinson**, Eiseres, **Alwyn Petrus Smartrak Robinson**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ongemelde sake, soos deur Eiseres verkry sal verkoping met 'n reserweprys gehou word te Balju, Parkstraat 8, Kempton Park, op 26 Februarie 1994 om 09:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusie-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Kempton Park, voor die verkoping ter insae sal lê:

Vonnisskuldenaar: Alwyn Petrus Smartrak Robinson.

Eiendom: Erf 1110, geleë in die dorpsgebied Clayville-uitbreiding 13, Kempton Park, Registrasieafdeling JR, Transvaal, beter bekend as Georgerylaan 22, Clayville-uitbreiding 13, Kempton Park, groot 889 (agt agt nege) vierkante meter, gehou kragtens Akte van Transport T39215/83.

Beskrywing: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, garage, kombuis en geplaveide oprit.

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 Eiseres 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 wat nodig is om transport te laat geskied, op versoek van die prokureur van die Vonnisskuldeiser.

Geteken te Pretoria hierdie 14de dag van Januarie 1994.

C. W. C. Pieterse, vir E. D. Meintjies, Prokureurs vir Eiseres, 19de Verdieping, SALU-gebou, Schoemanstraat, Pretoria. (Verw. mnr. Pieterse/fnc/E64/92.)

Case 19441/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom Finance Company (Proprietary) Limited**, Plaintiff, and **Mojela, Makwena Silas**, Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve price will be held at the Sheriff's Office, 131 Marshall Street, on 24 February 1994 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale, of the undermentioned property situated at:

Erf 1865, Protea Glen Extension 1 Township, Registration Division IQ, Transvaal, measuring 379 (three hundred and seventy-nine) square metres, held by Certificate of Ownership TE 48170/1992, which is zoned as residential and consists of (not guaranteed):

A dwelling: Entrance-hall, lounge, dining-room, three bedrooms, bathroom, w.c., w.c./shower.

2. Terms:

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 27th day of August 1993.

S. H. Treisman, for Hofmeyr van der Merwe Inc., Attorneys for Plaintiff, 26th Floor, Sanlamsentrum, Jeppe Street; P.O. Box 9700, Johannesburg. (Tel. 332-0078.) (Ref. Mr Treisman/Mrs Stratis.)

Case 44594/93

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

In the matter between **ABSA Bank Limited**, formerly United Bank Limited, Plaintiff, and **Melvyn James Dollman**, First Defendant, and **Mrs Jean Dollman**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, dated 2 December 1993, the following will be sold in execution on 22 February 1994 at 12:00, on site to the highest bidder:

Erf 76113, Cape Town, at Southfield, 492 (four hundred ninety-two) square metres, held by Deed of Transfer T31961/1977, situated at 249 Victoria Road, Southfield, Plumstead.

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.

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 prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 20813/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Oostelike Provinsie Bouvereniging**, Eiser, en **King Melvin Douglas**, Eerste Verweerder, en **King Kathryn Ann**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 18 Februarie 1994 om 09:00, verkoop word deur die Balju te die Landdroskantoor, Kerkstraat, Nigel, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 146, Noycedale-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 004 vierkante meter (geleë te Buxtonlaan 40, Noycedale, Nigel).

Datum: 18de Januarie 1994.

H. S. B. van Graan, vir Shane van Graan, Suite 2, IVH-sentrum, Leeuwpootstraat 142, Boksburg. (Tel. 892-1000.) (Verw. mnr. Van Graan/EB.)

Case 8541/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Jack Pheaga Lebea**, First Defendant, and **Phumelelo Pretty Lebea**, Second Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 531, Vosloorus Extension 3 Township, Registration Division IR, Transvaal, situate at 531 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 14th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H929.)

Saak 21861/93

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

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Raganang Richard Magabane**, Eerste Verweerder, en **Damarla Mouna Magabane**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 7 Desember 1993, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Wonderboom, op 25 Februarie 1994 om 11:00, te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Saskomeule, ou Warmbadpad, Bon Accord) verkoop:

Erf 5236, in die dorp Mamelodi, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport TL55009/1989, groot 272 vierkante meter.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie:

Huis met drie slaapkamers, sitkamer, eetkamer, gesinskamer, badkamer en kombuis, motorhuis en stoorkamer.

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

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

Geteken te Pretoria op hierdie 17de dag van Januarie 1994.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Pretoria. (Tel. 21-9231.) (Verw. J. J. Hurter/CVB/103720.)

Saak 8762/93

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

Saambou Bank Beperk versus **Dirk Johannes Jacobus Harmse**, en **Martha Mary Magdalena Harmse**

Publieke veiling: Kragtens 'n hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 15 Junie 1993, sal die volgende eiendom op 23 Februarie 1994 om 10:00, deur die Balju, Johriahof, Du Plessisweg 4, 4 Florentia, Alberton om 10:00, per publieke veiling verkoop word:

Erf 793, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Antelopestraat 46, Roodekop, Germiston, met alle verbeteringe daarop.

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

Datum: 20 Januarie 1994.

Otto Hayes, St Albansstraat 38, Brixton.

Saak 137/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KWAMHLANGA GEHOU TE EKANGALA

In die saak tussen **Natal Bouvereniging Bpk.**, Eksekusieskuldeiser, en **I. M. V. Sithole**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 15 November 1993 toegestaan is, op 1 Maart 1994 om 13:00, te die betrokke perseel, naamlik: Landdroskantoor, Ekangala, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Ekangala, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 2789 D, Ekangala, groot 266 (tweehonderd ses-en-sestig) vierkante meter, gehou deur die verbandgewer kragtens Akte van Transport 452/90.

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 bekendgemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede hierdie 18de dag van Januarie 1994.

Geo Kilian, Prokureur vir Eksekusieskuldeiser, Krugerstraat 55, Bronkhorstspuit. [Tel. (01212) 2-2911/2.] (Verw. mnr. Venter/svdb/S381.)

Saak 8847/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Bepark**, Eiser, en **P. J. Botha**, Eerste Verweerder, en **L. G. I. Botha**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 30 Augustus 1993, sal die ondervermelde eiendom op Vrydag, 4 Maart 1994 om 10:00, te die Baljukantore, Klerksdorp, Leaskstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 497, Ellaton, Klerksdorp, Registrasieafdeling IP, Transvaal, groot 892 (agthonderd twee-en-negentig) vierkante meter, ook bekend as Du Plooystraat 28, Ellaton, Klerksdorp, gehou kragtens Transport T66951/1990, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshof van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die Verbandhouer NBS Bank Bepark.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien per centum) van die koopprys, in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 16% (sestien per centum) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Enkelverdiepingwoonhuis bestaande uit drie slaapkamers, eetkamer, sitkamer, kombuis, een en 'n half badkamer, twee toilette. *Buitegeboue*: Stoorkamer, twee motorhuise, toilet, steen met teëldak, novilon en matte.

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

Ben de Wet & Botha, Spes Bonagebou, Boomstraat 19, Posbus 33, Klerksdorp.

Saak 8409/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **H. J. Kruger**, Eerste Verweerder, en **J. P. Kruger**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton gedateer 3 Desember 1993, en 'n lasbrief vir eksekusie, gedateer 25 November 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 23 Februarie 1994 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere: Standplaas 1049, Mayberry Township, Alberton, Registrasieafdeling IR, Transvaal, ook bekend as Ilalastraat 30, Mayberry Park, Alberton.

Groot: 990 vierkante meter.

Gehou deur: H. J. Kruger & J. P. Kruger, gehou onder Akte van Transport T18835/93.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Hoofgeboue: Teëldak met gepleisterde baksteenmure bestaande uit kombuis, sitkamer, eetkamer, drie slaapkamers, badkamer met toilet.

Buitegeboue: Enkelgarage.

Terme en voorwaardes van verkoping:

1. *Terme*: Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping, en die onbetaalde balans plus rente teen 16% (sestien persent) per annum, tot datum van betaling binne 30 (dertig) dae, of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 13de dag van Januarie 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegeboue, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N2116.)

Saak 1896/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **M. D. Motebele**, Eerste Verweerder, en **S. Motebele**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 5 Julie 1993, en 'n lasbrief vir eksekusie gedateer 25 Junie 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 23 Februarie 1994 om 10:00, deur die Balju vir die Landdroshof, te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 10175, Tokoza-uitbreiding 5, Registrasieafdeling IR, Transvaal, ook bekend as Stand 10175; Tokoza-uitbreiding 5, groot 299 (tweehonderd nege-en-negentig) vierkante meter, gehou deur M. D. Motebele, en S. Motebele, gehou onder Akte van Transport TL38149/90. *Sonering*: Residensieel. *Spesiale gebruiksvergunnings of vrystellings*: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou*: Teëldak met gepleisterde baksteenmure bestaande uit kombuis, sitkamer, twee slaapkamers, badkamer met toilet. *Buitegeboue*: Geen.

Terme en voorwaardes van verkoping:

1. *Terme*: Die koopprys is betaalbaar teen 10% (tien per centum) ten tye van die verkoping, en die onbetaalde balans plus rente teen 16% (sestien per centum) per annum, tot datum van betaling binne 30 (dertig) dae, of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 13de dag van Januarie 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N162.)

Saak 7797/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **S. I. Mahoje**, Eerste Verweerder, en **C. Simunda**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 23 November 1993, en 'n lasbrief vir eksekusie gedateer 16 November 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 23 Februarie 1994 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 460, Siluma View Township, Katlehong, Registrasieafdeling IR, Transvaal, ook bekend as Stand 460, Siluma View Township, Katlehong, groot 300 (driehonderd) vierkante meter, gehou deur S. I. Mahoje & C. Simunda, gehou onder Akte van Transport TL38286/90. *Sonering*: Residensieel. *Spesiale gebruiksvergunninge of vrystellings*: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou*: Teëldak met gepleisterde baksteenmure bestaande uit kombuis, sitkamer, twee slaapkamers, badkamer met toilet. *Buitegeboue*: Geen.

Terme en voorwaardes van verkoping:

1. *Terme*: Die koopprys is betaalbaar teen 10% (tien per centum) ten tye van die verkoping, en die onbetaalde balans plus rente teen 16% (sestien per centum) per annum, tot datum van betaling binne 30 (dertig) dae, of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 13de dag van Januarie 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N2059.)

Saak 22098/93

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

In die saak tussen **Die Standard Bank van Suid-Afrika**, Eiser, en **Marius Anthony Batts**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Dinsdag, 22 Februarie 1994 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Sentraal, gehou by die NG-Sinodale Sentrum, Visagiestraat, 234, Pretoria, aan die hoogste bieder:

1. (a) Deel 19 soos getoon en volledig beskryf op Deelplan SS123/81 in die gebou of geboue bekend as Meidoringhof, geleë te Sunnyside-dorpsgebied, in die gebied van die Stadsraad van Pretoria Plaaslike Bestuur, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 89 (nege-en-tagtig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue wat op gemelde Deelplan aangetoon en volledig beskryf word en wat aan gemelde deel ooreenkomstig die deelnemingskwota van gemelde deel toegedeel is.

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST123/81(19) (Eenheid).

2. (a) Deel 53 soos getoon en volledig beskryf op Deelplan SS123/81 in die gebou of geboue bekend as Meidoringhof, geleë te Sunnyside-dorpsgebied, in die gebied van die Stadsraad van Pretoria Plaaslike Bestuur, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 34 (vier-en-dertig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue wat op gemelde Deelplan aangetoon en volledig beskryf word en wat aan gemelde deel ooreenkomstig die deelnemingskwota van gemelde deel toegedeel is.

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST123/81(53) (Eenheid).

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

Straatadres: Meidoringhof 44, Pleinstraat 107, Sunnyside, Pretoria. **Verbeteringe:** Simpleks bestaande uit familiekamer, eetkamer, twee slaapkamers, badkamer, toilet, kombuis, toegeboorde stoep, mat en teëlvloere en motorhuis. **Reserweprys:** Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien per centum) daarvan, by verkoping en die balans moet binne 30 dae, verseker word by wyse van 'n bank- of bouverenigingwaarborg. **Voorwaardes:** Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Pretoria-Sentraal onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju vir die Hooggeregshof, Pretoria-Sentraal, NG Sinodale-sentrum, Visagiestraat 228, Pretoria.

Geteken te Pretoria op die 7de dag van Januarie 1994.

F. N. Nel, vir Truter & Wessels, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S889/RO.)

Saak 41921/86

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Transvaalse Raad vir die Ontwikkeling van Buitestedelike Gebiede**, Eiser, en **Beatrix Anna Coetzee**, Verweerder

Erf 5, Davel, Registrasieafdeling IS, Transvaal, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë te North Road, Davel. Nr. T33738/1982.

Erf 13, Davel, Registrasieafdeling IS, Transvaal, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë te North Road, Davel. Nr. T33738/1982.

Erf 502, Davel, Registrasieafdeling IS, Transvaal, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë hoek van Cophamlaan en Greystraat, Davel. Nr. T33738/1982.

Erf 506, Davel, Registrasieafdeling IS, Transvaal, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë te Cophamlaan, Davel. Nr. T33738/1982.

Erf 512, Davel, Registrasieafdeling IR, Transvaal, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë te Cophamlaan, Davel. Nr. T33738/1982.

Eksekusieveiling voor die Landdroskantore, Ermelo, op Vrydag, 25 Februarie 1994 om 10:00, aan die hoogste bieder. Bogenelde eiendomme word apart verkoop en nie as 'n eenheid nie.

Volgens inligting wat Eiser kom bekom is gesegde eiendomme in 'n geproklameerde dorp en is die eiendomme verbeter met basiese munisipale dienste en is verder onverbeterd. Die eiendomme se sonering is onbepaald. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê te insae by die kantore van die Balju, Ermelo, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig per centum) van die koopprys, kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet afslagsgelde op die dag van die verkoping betaal teen 4% (vier per centum) van die totale koopprys.

Geteken te Pretoria op hierdie 20ste dag van Januarie 1994.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Prokureur vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mev. Olivier.)

Saak 74861/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **David Francis Jackson**, Verweerder

Erf 120, Vaaloewer, Registrasieafdeling IQ, Transvaal, groot 761 vierkante meter, geleë te Visarendstraat 120, Vaaloewer.

T56858/1989, eksekusieveiling te die Landdroskantore Gen. Hertzogstraat, Vanderbijlpark, op Vrydag, 4 Maart 1994 om 10:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendom in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Die eiendom se sonering is onbepaald. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê ter insae by die kantore van die Balju, Vanderbijlpark, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys, kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet afslagsgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys.

Geteken te Pretoria op hierdie 25ste dag van Januarie 1994.

C. J. van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844/5/6/7.) (Verw. mev. Olivier.)

Saak 40614/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Isabella Petronella Oosthuizen**, Verweerder

Erf 625, geleë in Paardekop HS, groot 3 027 vierkante meter, geleë te Loopstraat, Paardekop.

T6297/1991, eksekusieveiling te kantore van die Raad op Plaaslike Bestuursangeleenthede, Hoofstraat, Paardekop, op 1 Maart 1994 om 11:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendom in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is daar op die eiendom 'n bouvallige woonhuis. Die sonering van die eiendom is onbepaald. Geen waarborg word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê ter insae by die kantore van die Balju, Volksrust, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys, kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys.

Geteken te Pretoria op hierdie 25ste dag van Januarie 1994.

C. J. van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844/5/6/7.) (Verw. mev. Van Niekerk.)

Case 3746/93

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

In the matter between **ABSA Trust No. N.O.**, Plaintiff, and **Dan Cohen Investments (Pty) Limited**, Defendant

Pursuant to a judgment granted by the above Honourable Court, dated 5 August 1993, and a warrant of execution, the undermentioned property will be sold on 25 February 1994 at 11:15, at 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Portion 6 of the farm Mapelton 135, measuring 17,1306 hectares, and Portion 7 of the farm Mapleton 135, measuring 17,1306 hectares, better known as the farm Mapleton 135, East End Road, Boksburg. Unknown whether there are any buildings on the land.

Terms and conditions:

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

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

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

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

Dated at Boksburg on this 18th day of January 1994.

Galloways Attorneys, Bezuidenhout Building, 245 Commissioner Street, Boksburg. (Tel. 52-7596/7.) (Ref. Mrs Roelofse/KV0525.)

Case 9793/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tankiso Daniel Mokoena**, Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 7371, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7371 Vosloorus Extension 9, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 20th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00112.)

Case 3123/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thomas Innocent Nkosi**, First Defendant, and
Nokuthula Doris Nkosi, Second Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 18227, Vosloorus Extension 25, Registration Division IR, Transvaal, situated at 18227 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 20th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00792.)

Case 12192/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Daniel Nkosi**, First Defendant, and
Ruth Ntombizodwa Mazibuko, Second Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Erf 16293, Vosloorus Extension 16, Registration Division IR, Transvaal, situated at 16293 Vosloorus Extension 16, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 20th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H00989.)

Case 13093/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Butman Samson Tshabalala**, First Defendant, and
Machane Annah Tshabalala, Second Defendant

On 18 February 1994 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain: Right of leasehold in respect of Erf 276, Vosloorus Extension 8, Registration Division IR, Transvaal, situated at 276 Vosloorus Extension 8, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 20th day of January 1994.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. C. M. Klinkert/Mrs L. Pinheiro/H01018.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Landdroskantoor, VANDERBIJLPARK, 1939, op VRYDAG die 18de dag van MAART 1994, om 10:00.

Eksekusiekrediteur - **NEDCOR BANK BEPERK**

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

GEEN WAARBORG OF VERSEKERING met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur Publieke Veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, VANDERBIJLPARK, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (VIER HONDERD RAND), watter een ookal die meerdere is, tesame met die Balju se kostes van 4% van die koopprys, onmiddellik na die verkoping, in kontant of deur 'n bank gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n Bank- of Bougenootskapswaarborg binne 14 (VEERTIEN) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, mag die Verkoper verplig wees om 10% van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, VANDERBIJLPARK.

Saaknommer: **8041/93.**

Vonnisskuldenaar: **H. H. LEBUSA en M. M. LEBUSA.**

Eiendom: GEDEELTE 12 VAN Erf 452, EVATON DORPSGEBIED, Registrasie Afdeling IQ Transvaal.

Grootte van eiendom: GROOT: 234 Vierkante meter.

Beskrywing van eiendom: Woonhuis met geen buitegeboue.

Straatadres van eiendom: Ged 12 van Erf 452 Evaton, distrik Vanderbijlpark.

Rente op vonnisskuld: 18%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays Sentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verwys: Mev. Davel/6/555.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag die 25ste dag van Maart 1994, om 10h00.

Eksekusiekrediteur **S A Poskantoor Bepark.**

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur Publieke Veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vereeniging, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% daarvan of R400,00 (vier honderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 4% van die koopprys, onmiddellik na die verkoping, in kontant of deur 'n bank gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n Bank- of Bougenootskapswaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepaling van die voorwaardes van verkoping, mag die Verkoper verplig wees om 10% van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vereeniging.

Saak 456/93.

Vonnisskuldenaar **Juma Charlie, en Belinda J. Charlie.**

Eiendom: Erf 926, Ennerdale-uitbreiding 1 dorpsgebied, Registrasie Afdeling IQ Transvaal.

Grootte van eiendom: Groot 472 vierkante meter.

Beskrywing van eiendom: 3 Slaapkamer woning met motorafdak.

Straatadres van eiendom: Zeusstraat 25, Ennerdal X1, distrik Vereeniging.

Rente op vonnisskuld: 19%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/S698.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Landdroskantoor, Vanderbijlpark, 1939, op Vrydag die 18de dag van Maart 1994, om 10h00:

Eksekusiekrediteur Nedcor Bank Beperk.

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur Publieke Veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vanderbijlpark, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% daarvan of R400,00 (vier honderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 4% van die koopprys, onmiddellik na die verkoping, in kontant of deur 'n bank gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n Bak- of Bougenootskapswaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepaling van die voorwaardes van verkoping, mag die Verkoper verplig wees om 10% van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vanderbijlpark.

Saak 2089/93.

Vonnisskuldenaar: **M. R. Manamela, en M. A. Manamela.**

Eiendom: Alle reg, titel en belang ten opsigte van die Huurpag in Perseel 62912, Sebokeng Eenheid 16 Dorpsgebied, Registrasie Afdeling IQ Transvaal.

Grootte van eiendom: Groot 489 vierkante meter.

Beskrywing van eiendom: Woonhuis met geen buitegeboue.

Straatadres van eiendom: Perseel 62912, Sebokeng Eenheid 16, distrik Vanderbijlpark.

Rente op vonnisskuld: 18,75%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/497.)

Case 6038/93

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

In the matter between **J. W. V. Roux**, Plaintiff, and **Dan Cohen Investments (Pty) Limited**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 5 August 1993, and a warrant of execution, the undermentioned property will be sold on 25 February 1994 at 11:15, at 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Portion 16, of the farm Mapleton 135, measuring 17,1308 hectares, and the remaining portion of the farm Mapleton 135, measuring 17,1301 hectares, better known as the farm Mapleton 135, East End Road, Boksburg. Unknown whether there are any buildings on the land.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of the sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.
2. The purchaser shall be liable for all costs and expenses to be procure transfer including the Sheriff's fees.
3. The Purchaser shall be liable for all outstanding rates and taxes.
4. The complete conditions of sale may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this the 18th day of January 1994.

Galloways Attorneys, Bezuidenhout Building, 245 Commissioner Street, Boksburg. (Tel. 52-7596/7) (Ref. Mrs. Roelofse/KV0525.)

Case 1406/93

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

In the matter between **Nedcor Bank Limited**, Execution Creditor, **Johannes Alwyn Mocke and Catherina Dorethea Magerieta Mocke**, Execution Debtor

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

Erf 134 in the township Phalaborwa, Registration Division L U Transvaal, in extent 1636 square metres. Held by Deed of Transfer T 62370/89, will be sold in front of the court-house of the above Court at 10:00, on 18th March 1994, without reserve and to the highest bidder.

Improvements: (which are not warranted to be correct and not guaranteed): Four bedroomed brick dwelling with dining room, two bathrooms, kitchen and lounge. Outbuildings consist of double garage and servant's room.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the Purchaser must pay a deposit of 10% (Ten Percentum) of the purchase price or R1 000,00 (One Thousand Rand) whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered within 21 (Twenty One) days from date of sale.

2. The sale is "voetstoots" and subject to:

2.1 the Magistrate's Court Act and the Rules made thereunder

2.2 the conditions of the title deed, and

2.3 the conditions of Sale, which may be inspected at the offices of the sheriff who will read the conditions of sale immediately before the sale.

Signed at Pietersburg on the 1994-01-19.

L. F. de Lange, Meyer, Pratt & Luyt, c/o Coetzee & Van der Merwe, 16 Medical Centre, Second Floor, 60 Tambotie Street; P.O. Box 173, Phalaborwa, 1390.

Case 4058/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Saambou Bank Limited**, Plaintiff, and **Makwaba Jeremiah Mthimunya**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, on 25 February 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 offices of the said Sheriff, prior to the sale:

Certain Erf 11589, Mamelodi, Registration Division JR, Transvaal, area 297 (two hundred and ninety-seven) square metres, situated at 11589 Mamelodi East, Mamelodi.

Improvements (not guaranteed): Living-room, dining-room, three bedrooms, separate bath and separate toilet, kitchen, single garage and servant's quarters.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates 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. The auctioneer's charges are payable on the day of the sale and will 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), to a maximum fee of R6 000 (six thousand rand), and a minimum of R100 (one hundred rand).

Dated at Pretoria on this the 19th day of January 1994.

Matlala Inc., Second Floor, Provincial House, 32 Van der Walt Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. [Fax (012) 323-7431.] (Tel. (012) 326-8923/4/5.) (Docex 70.) (Ref. SH/dmm/L5857.)

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Moyahabo Sydney Makgatho**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, on 25 February 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 offices of the said Sheriff, prior to the sale:

Certain Erf 23448, Mamelodi Extension 4, Registration Division JR, Transvaal, area 260 (two hundred and sixty) square metres, situated at 23448 Mamelodi East, Mamelodi.

Improvements (not guaranteed): Living-room, two bedrooms, bathroom and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates 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. The auctioneer's charges are payable on the day of the sale and will 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), to a maximum fee of R6 000 (six thousand rand), and a minimum of R100 (one hundred rand).

Dated at Pretoria on this the 19th day of January 1994.

Matlala Inc., Second Floor, Provincial House, 32 Van der Walt Street, Pretoria, 0002; P.O. Box 77463/77464, Mamelodi West, 0101. [Fax (012) 323-7431.] (Tel. (012) 326-8923/4/5.) (Docex 70.) (Ref. SH/dmm/L6285.)

Case 19407/92
PH 342

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

In the matter between **Eskom**, Plaintiff, and **Baloyi; Daniel Mkhathshane**, Defendant

The undermentioned property will be sold on 24 February 1994 at 10:00, at the Sheriff's Office, 131 Marshall Street, Johannesburg, in execution of a judgment obtained in the above matter on 11 August 1992:

Erf 1462, Protea North Township, Registration Division IQ, Transvaal, measuring 242 (two hundred and forty-two) square metres, held by Certificate of Registered Grant of Leasehold TL16760/1987, situated at 1462 Protea North, Soweto, Transvaal (the property).

The improvements to the property consist of the following although nothing is guaranteed: Lounge, dining-room, three bedrooms, bathroom, toilet, kitchen and single garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum charge of R6 000 (six thousand rand), with a minimum charge of R100 (one hundred rand).

The conditions of sale may be inspected at the office of the Sheriff, 131 Marshall Street, Johannesburg, during normal office hours.

Dated at Johannesburg on this the 24th day of January 1994.

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Ms V. Dennett/mm 301/E33/92.)

Saak 528/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GROBLERSDAL GEHOU TE GROBLERSDAL

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Andries Petrus Engelbrecht**, Eerste Verweerder, en **Johanna Susanna Engelbrecht**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 22 Julie 1993, en 'n daaropvolgende lasbrief vir eksekusie, sal die ondergemelde eiendom, op 23 Februarie 1994 om 10:00, voor die kantore van die Landdros, Groblersdal, deur die Balju vir die Landdroshof, in eksekusie verkoop word aan die hoogste bieder, naamlik:

Erf 321, geleë n die dorp Marble Hall-uitbreiding 3, Registrasieafdeling JS, Transvaal, groot 1 600 (eenduisend ses-honderd) vierkante meter, bekend as Maroelastraat 321, Marble Hall.

1. Die eiendom word voetstoots verkoop aan die hoogste bieder en sal die verkoping onderhewig wees aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, en die reëls daarkragtens uitgevaardig.

2. Tien persent (10%) van die koopprys is betaalbaar op die dag van die verkoping en die balans koopprys tesame met rente gereken vanaf datum van verkoping tot en met datum van registrasie van transport en gereken teen 18% (agtien persent) per jaar, moet gewaarborg word binne dertig (30) dae na datum van die verkoping.

3. Die koper sal aanspreeklik wees vir die betaling van transportkoste, hereregte, afslaerskommissie asook enige bedrae wat aan die plaaslike stadsraad verskuldig mag wees ten einde 'n uitklaringsertifikaat te bekom.

4. Die volledige verkoopvoorwaardes is by die Balju vir die Landdroshof vir die distrik Groblersdal ter insae.

Geteken te Groblersdal op hede die 19de dag van Januarie 1994.

G. T. Dixon, Van Riebeeckstraat 9, Posbus 476, Groblersdal, 0470.

Case 10805/93

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

In the matter between **Carpenter and Company**, Plaintiff, and **André Hattingh**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 25 October 1993, and a warrant of execution, the undermentioned property will be sold on 25 February 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 313, Bardene Extension 2, Boksburg, known as 4 Schultz Road, Bardene Extension 2, Boksburg, measuring 978 square metres, held under Deed of Transfer T35328/1980.

Improvements: Single-storey dwelling with tile roof consisting of four bedrooms, two bathrooms, lounge, dining-room, kitchen, TV-room, double garage and servants' quarters with swimming-pool (to the best of our knowledge and information).

Terms and conditions:

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

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

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

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

Dated at Boksburg on this the 21st day of January 1994.

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

020027

Case 31113/93

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Letsholo: Simon Elias**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 25 February 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: All the right, title and interest in the 99 year right of leasehold in respect of Stand 1584, Dobsonville Township, Registration Division, area 293 (two hundred and ninety-three) square metres, situation Stand 1584, Dobsonville, 1865.

Improvements (not guaranteed): A house under iron roof consisting of two bedrooms, dining-room, kitchen, outside building and single garage.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on 24 January 1994.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC125.)

Saak 4770/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06 (Natal Bouvereniging Beperk), Eiser, en **T. W. James**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie, gedateer 17 Augustus 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder, op Vrydag, 18 Februarie 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 597, Sebokeng-Eenheid 10, Uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 450 vierkante meter.

Verbeterings: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, matte en teëls, twee motorhuise, buitetoilet en omheining.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark hierdie 19de dag van Januarie 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 812-0316.)
(Verw. l. 30218/ip.)

Saak 4772/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06) (Natal Bouvereniging Beperk), Eiser en **K. W. Twala**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie, gedateer 17 Augustus 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder, op Vrydag, 18 Februarie 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 2728, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 398 vierkante meter.

Verbeterings: Teëldak, matte en novilon, sitkamer, kombuis, drie slaapkamers, badkamer, toilet en omheining.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark hierdie 19de dag van Januarie 1994.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 812-0316.)
(Verw. l. 30216/ip.)

Saak 6889/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06) (Natal Bouvereniging Beperk), Eiser, en **T. I. Kutu**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie, gedateer 18 November 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder, op Vrydag, 18 Februarie 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 1781, Evaton-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 330 vierkante meter.

Verbeterings: Volvloermatte, sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark hierdie 19de dag van Januarie 1994.

Du Plessis Pienaar & Swart, Tweede Verdieping, Ekspasentrum, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. I. 30309/ip.)

Saak 6782/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06) (Natal Bouvereniging Beperk), Eiser, en
T. B. Kolobe, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie, gedateer 15 November 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder, op Vrydag, 18 Februarie 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 1474, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 504 vierkante meter.

Verbeterings: Teëldak, matte, sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark hierdie 19de dag van Januarie 1994.

Du Plessis Pienaar & Swart, Tweede Verdieping, Ekspasentrum, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. I. 30307/ip.)

Saak 3547/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06) (Natal Bouvereniging Beperk), Eiser, en **M. S. Moloi**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie, gedateer 25 Junie 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder, op Vrydag, 18 Februarie 1994 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 19790, Sebokeng-eenheid 14-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 264 vierkante meter, asook Erf 19791, Sebokeng-eenheid 14-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 277 vierkante meter.

Verbeterings: Teëldak, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, familiekamer, ingangsportaal, twee motorhuise, stoor, buitetoilet, omheining en volvloermatte.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

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

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark hierdie 19de dag van Januarie 1994.

Du Plessis Pienaar & Swart, Tweede Verdieping, Ekspasentrum, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.)
(Verw. l. 30143/ip.)

Saak 325/89

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Beton Fabrikante (Pta) (Edms.) Beperk**, Eiser, en **P. M. Segooa**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 4 Maart 1994 om 09:00, te die Landdroskantore, Van Veldenstraat, Brits, per publieke veiling deur die Balju, Brits, verkoop word:

Die reg, titel en belang van Erf 152, tesame met die verbeteringe of geboue daarop geleë in die Lethlabile-dorpsgebied, gehou kragtens Akte van Transport T54260/1992, groot 978 (negehonderd agt-en-sewentig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Onbeboude erf.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 (dertig) dae na veiling.

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 20ste dag van Januarie 1994.

C. J. van Wyk, vir Hack Stupel & Ross, 9 Blok L, Soshanguve, p.a. Emily Hobhouseaan 264, Pretoria-Noord.
(Verw. mnr. Van Wyk L3/11/LA.)

Case 13364/93

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

In the matter between **Eskom Finance Company (Pty) Limited**, Plaintiff, and **Mkhacani Joseph Valoyi**, First Defendant, and **Tsakani Elisa Valoyi**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Alberton, at the offices of the Sheriff, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton, on 23 February 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton, and which will be read by him at the time of the sale, of the following property owned by Defendants:

All the right, title and interest in the leasehold in respect of Erf 10802 (formerly Erf 131), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL49592/1988.

This property is situated at Stand 10802 (formerly Stand 131), in the Township of Tokoza Extension 2, Alberton, Transvaal.

The property is improved as follows: Single-storey dwelling-house, lounge, kitchen, bathroom, dining-room, two bedrooms and toilet.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 25th day of January 1994.

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

Case 25723/91

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and
Louisa Susarah Naude, Defendant

Pursuant to a judgment of the above Court, and a warrant of attachment dated 6 February 1992, the undermentioned property will be sold in execution on Wednesday, 2 March 1994 at 10:00, at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Portion 316, of the farm Randjesfontein 405, Registration Division JR, Transvaal, measuring 2,1845 hectares, held by the Defendant under Deed of Transfer T38734/1984, known as 316 Everfair Avenue, Randjesfontein.

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

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

Signed at Pretoria on this the 25th day of January 1994.

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

Case 24644/92
PH 51IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Total Namibia (Proprietary) Limited**, Plaintiff, and **Nel, Hendrik Andries**, trading as Big Wheel Carriers, 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, 8 Park Street, Kempton Park, on Saturday, 26 February 1994 at 09:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Kempton Park, prior to the sale:

Certain Stand 378, in the Township of Edleen, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held under and by virtue of Deed of Transfer T6684/1992, situated at 60 Modderhill Street, Edleen, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Lounge, two toilets, family/TV room, bar, two bathrooms, three bedrooms, kitchen, dining-room, garage, driveway and 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this the 24th day of January 1994.

Jack I. Cohen, Plaintiff's Attorney, 318 Louis Botha Avenue, P.O. Box 46227, Orange Grove. (Tel. 640-3185.) (Ref. J. I. Cohen/fc/T668.)

Case 26494/90
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **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 24 February 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 Bezuidenhout Valley, Registration Division IR, Transvaal, being 133, Seventh Avenue, Bezuidenhout Valley, 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 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 19th day of January 1994.

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 Simpson.)

Case 27941/93

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **Rihm, Manfred Erich Ernst**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on 24 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff's Office:

Erf 1051, Auckland Park Township, Registration Division IR, Transvaal, situated at 4 Sanbury Road, Auckland Park, Johannesburg, measuring 991 square metres.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house with usual outbuildings erected thereon.

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

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

Leon Maartens, c/o Schwellnus Spies Haasbroek, Plaintiff's Attorneys, 51 Biccard Street, Braamfontein, Johannesburg. (Tel. 886-1800.) (Ref. Mr Haasbroek E561.)

Case 12612/93

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 Ltd, Plaintiff, and **Johannes Jacobus van der Westhuizen**, First Defendant, and **Dorothea Johanna Magdalena van der Westhuizen**, Second 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 March 1994 at 11:00, at the office of the Sheriff, 56 12th Street, Springs, to the highest bidder:

Certain Portion 12 of Erf 491, Modder East Township, Registration Division IR, Transvaal, situated on 3 Waterberg Place, Modder East, in the Township of Modder East, District of Springs, measuring 820 (eight 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 of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., single carport and brick 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, Springs.

Dated at Benoni on this the 20th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg; c/o Hammond Pole & Dixon, 72 Elston Avenue, Benoni. (Tel. 52-8666.) (Ref. N20016/Mrs Pierce.)

Case 9500/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly known as Natal Building Society Limited, Plaintiff, and **Shadrack Nteo**, First Defendant, and **Hellen M. Margaret Moloeng**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 September 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 4 March 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 17139, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on 17139 Mosino Street, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof, comprising of lounge, kitchen, two bedrooms, bathroom, w.c., fenced boundary.

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 19th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7704/Mrs Pierce.)

Case 8897/93

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 **Daniel Swanepoel**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 12 October 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 4 March 1994 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 1284, Leachville Extension 1 Township, Registration Division IR, Transvaal, situated on 24 Umkomaas Avenue, Grenelefe, in the Township of Grenelefe, District of Brakpan, measuring 640 (six hundred and forty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of lounge, dining-room, kitchen, two bedrooms, bathroom, toilet, single garage and outside 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, Brakpan.

Dated at Benoni on this the 20th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg; c/o Hammond Pole & Dixon, First Floor, Regional House, 72 Elston Avenue, Benoni. (Tel. 52-8666.) (Ref. NB7590/Mrs Pierce.)

Case 16302/91

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly known as Natal Building Society Ltd, Plaintiff, and **Kaborone Gilbert Sedibe**, First Defendant, and **Ntombizodwa Cecilia Mdenge**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 14 January 1992 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 March 1994 at 10:00, at the office of the Sheriff, Johria Hof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain Erf 2345, Spruitview Township, Registration Division IR, Transvaal, situated on 2345 Spruitview, Katlehong, in the Township of Katlehong, District of Alberton, measuring 376 (three hundred and seventy-six) square metres.

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

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, Alberton.

Dated at Germiston on this the 20th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg; c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) (Ref. N7323P/Mrs Pierce.)

Case 11841/93

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 Ltd, Plaintiff, and **Ameen Dawood**, First Defendant, and **Ameena Bibi Dawood**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 11 November 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 4 March 1994 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 1875, Dalpark Extension 6 Township, Registration Division IR, Transvaal, situated on 8 Umkomaas Avenue, Dalpark Extension 6, in the Township of Dalpark Extension 6, District of Brakpan, measuring 1 120 (one thousand 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 of lounge, TV room, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two toilets, outside toilet, swimming-pool and carport.

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, Brakpan.

Dated at Benoni on this the 20th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg; Hammond Pole & Dixon, 62 Elston Avenue, Benoni. (Tel. 52-8666.) (Ref. N20002/Mrs Pierce.)

Case 7799/92

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 Ltd, Plaintiff, and **George Dlongolo**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 31 August 1992, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 2 March 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 14451, Daveyton Extension 3, formerly Site 51, Daveyton Extension 3 Township, Registration Division IR, Transvaal, situated on 51 Dzingwa Crescent, Daveyton, in the Township of Daveyton, District of Benoni, measuring General Plan L140/1980, Land Surveyor's Plan, Area of Jurisdiction of the Chief Commissioner, Witwatersrand.

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, three bedrooms, bathroom, toilet and utility room.

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

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

Dated at Benoni on this the 20th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg; c/o Hammond Pole & Dixon, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 52-8666.) (Ref. N7447P/Mrs Mattheys.)

Case 7625/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khombolami Mishack Silaule**, First Defendant, and **Nomfusi Cynthia Silaule**, Second Defendant

On 23 February 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 auction, 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 1372, formerly Erf 1671, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 330 (three hundred and thirty) square metres, also known as Erf 1372 (formerly Erf 1671), Likole Extension 1, Kattlehong, 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 bathroom 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 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 (10%) 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 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 24th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MS0065/CMK.)

Case 4207/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maruping John Selepe**, Defendant

On 23 February 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 71, Moleleki Township, Registration Division IR, Transvaal, measuring 200 (two hundred) square metres, also known as Erf 71, Moleleki, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment 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 ten per centum (10%) 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 fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Germiston on the 24th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MS4510/CMK.)

Case 6788/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nonoza Johannes Ntlengethwa**, First Defendant and **Tintshi Josephine Ntlengethwa**, Second Defendant

On 23 February 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 2118 (formerly Erf 754), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2118 (formerly Erf 754), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per 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 R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the 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 24th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0115/CMK.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Joseph Mfana Morakile**, First Defendant and **Mabel Esther Morakile**, Second Defendant

On 23 February 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 713, A.P. Khumalo Township, Registration Division IR, Transvaal, measuring 785 (seven hundred and eighty-five) square metres, also known as Erf 713, A.P. Khumalo, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per 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 R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the 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 24th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM6069/CMK.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nomhlangano Agrineth Mdau**, First Defendant, **Moses Khehla Mdau**, Second Defendant and **Dorah Mdau**, Third Defendant

On 23 February 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 68, Sali Township, Registration Division IR, Transvaal, measuring 291 (two hundred and ninety-one) square metres, also known as Erf 68, Sali, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under thatched roof comprising three rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 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 R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the 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 24th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0295/CMK.)

Case 4291/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mpilo Jethro Mbatha**, First Defendant, and **Mzweleni Simon Mbatha**, Second Defendant

On 23 February 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 11837, formerly Erf 1166, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 180 (one hundred and eighty) square metres, also known as Erf 11837, formerly Erf 1166, Tokoza Extension 2, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Semi-detached single storey brick built residence under iron roof comprising 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 19% (nineteen per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this 24th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0185/CMK.)

Case 5515/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mbuti Leslie Mbaliswana**, First Defendant, and **Tunuse Victoria Mbaliswana**, Second Defendant

On 23 February 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 auction, 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 2538, formerly Erf 312, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 336 (three hundred and thirty-six) square metres, also known as Erf 2538, formerly Erf 312, Likole Extension 1, Kattlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

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

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

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

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

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

Dated at Germiston on this 25th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0392/CMK.)

Case 6426/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Daniel Mbalati**, Defendant

On 23 February 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 auction, 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 2575, formerly Erf 349, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2575, formerly Erf 349, Likole Extension 1, Kattlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising 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 ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Germiston on this 25th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0404/CMK.)

Case 1837/90

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Sijabane Fanyane Masoeu**, Defendant

On 23 February 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 7192, Tokoza Township, Registration Division IR, Transvaal, measuring 286 (two hundred and eighty-six) square metres, also known as Erf 7192, 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 tiled roof, comprising five 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 22,75% (twenty-two comma seven five per centum) per annum, at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on the 24th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0062/CMK.)

Case 8166/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mokoeo George Masiteng**, First Defendant, and **Menyane Pauline Masiteng**, Second Defendant

On 23 February 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 7462, Tokoza Township, Registration Division IR, Transvaal, measuring 293 (two hundred and ninety-three) square metres, also known as Erf 7462, 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 four rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising two garages and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 20% (twenty per centum) per annum, at the time of preparation of these conditions from date of sale to date of payment.

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

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to 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 24th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0298/CMK.)

Case 4050/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lesiba Andries Kekana**, Defendant

On 23 February 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 9599, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 317 (three hundred and seventeen) square metres, also known as Erf 9599, 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 18% (eighteen per centum) per annum, at the time of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on the 24th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0152/CMK.)

Case 1866/92

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Ntenge Piet Hlomuka**, Defendant

On 23 February 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 121, Ncala Township, Registration Division IR, Transvaal, measuring 254 (two hundred and fifty-four) square metres, also known as Erf 121, Ncala, Kathlehong, Germiston, District of Alberton, hereinafter called the property.

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

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20,10% (twenty comma ten per centum) at the time, of preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Germiston on this the 24th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MH0008/CMK.)

Case 7532/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Fihliwe Paulus Simelane**, Defendant

On 23 February 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 411, Moseleke East Township, Registration Division IR, Transvaal, measuring 383 (three hundred and eighty-three) square metres, also known as Erf 411, Moseleke East, Kathlehong, Germiston, District of Alberton, hereinafter called the property.

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

Material conditions of sale:

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

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

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

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

Dated at Germiston on this the 25th day of January 1994.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MS0066/CMK.)

Saak 3619/92

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

In die saak tussen **ABSA Bank Beperk**, Allied Bank Divisie, Eiser, en **Pather, Morganbree**, 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 24 Februarie 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 Erf 7118, Lenasia-uitbreiding 7-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Proteastraat 217, Lenasia-uitbreiding 7, grootte 1 775 m² (een sewe sewe vyf) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer/toilet, badkamer/toilet/stort. *Buitegeboue*: Geen. *Konstruktuer*: Baksteen met teël.

Terme: 10% (tien per centum) 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-, bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

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

Gedateer te Johannesburg op hede die 25ste dag van Januarie 1994.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/03/A8132E.)

Saak 11465/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Milca Gaefele Phosa**, Verweerder

Ter uitwinning van 'n Vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 14 Desember 1993, sal 'n verkoping gehou word op 25 Februarie 1994 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 9054, Dobsonville-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL41175/89, groot 404 (vier honderd en vier), gehou deur Verweerder kragtens Akte van Transport TL41175/89.

Die eiendom is gesoneer Residensieel 1 en is geleë te 9054 Dobsonville-uitbreiding en bestaan uit sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, teëldak met gepleisterde mure en staal vensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

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

Gedateer te Roodepoort op die 20ste dag van Januarie 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort.
(Tel. 760-1065.) (Verw. HCC/LE/25/92/BP410.)

Saak 11506/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Francois John Knoote**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 30 November 1993, sal 'n verkoping gehou word op 25 Februarie 1994 om 10:00, by die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 834, Little Falls-uitbreiding 2, groot 942 (nege honderd twee en veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T37225/90.

Die eiendom is gesoneer Residensieel 1 en is geleë te Kransstraat 1006, The Lakes, Little Falls, Uitbreiding 2, en bestaan uit 'n sitkamer, gesinskamer, eetkamer, twee badkamers, plus gaste toilet, vier slaapkamers, gang, kombuis, opwas-kamer, teëldak met baksteenmure en staal vensterrame, en 'n bediendekamer, alhoewel geen waarborg in hierdie verband gegee word nie.

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

Gedateer te Roodepoort op die 20ste dag van Januarie 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/1516/93/B K370.)

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 23 Februarie 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, 13826 Kagiso-uitbreiding 8, gehou deur die Verweerder kragtens Sertifikaat van Geregisteerde Huurpag TL31668/90, groot 463 (vier honderd drie en sestig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL 31668/90.

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, teëldak met gepleisterdemure en staal vensterrame alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander 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 20ste dag van Januarie 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Corkstraat 12, Kenmare; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/243/92/BM765.)

Saak 38992/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RANDFONEIN, GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Bpk.**, Eiser, en **M. Nzimande**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Randfontein, in bogemelde saak op 4 Februarie 1993, sal 'n verkoping gehou word op 25 Februarie 1994 om 14:15, by die verkoopslokaal van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein, van ollockstraat, Randfontein, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Randfontein, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Randfontein, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 4881, Mhlabakeng-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregisteerde Huurpag TL 18185/91, groot 252 (twee honderd twee en vyftig) vierkante meter gehou deur Verweerder kragtens Akte van Transport TL18185/91.

Die eiendom is gesoneer Residensieel 1 en is geleë te Masibisingel 4881, Mhlakeng-uitbreiding 3 en bestaan uit 'n sitkamer, kombuis, gang, twee slaapkamers, badkamer, teëldak met gepleisterde mure en staal vensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, voor die Landdroskantoor, Pollockstraat, Randfontein.

Gedateer te Roodepoort op die 20ste dag van Januarie 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Drakensbergweg 3, Finsbury, Randfontein; Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/326/92/BN324.)

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**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Krugersdorp, in bogemelde saak op 31 Julie 1993 sal 'n verkoping gehou word op 23 Februarie 1994 om 10:00, by die verkooplokaal 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 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 12386 Kagiso-uitbreiding 3, en bestaan uit 'n sitkamer, 'n badkamer, drie slaapkamers, gang, kombuis, teëldak met gepleisterde mure en staal venster-rame 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 20ste dag van Januarie 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. 12 Corkstraat, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/123/92/BS893.)

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 23 Februarie 1994 om 10:00, by die verkooplokaal van die Balju, Klaburnhof, 22B Ockersestraat, 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, teëldak met gepleisterde mure en staal vensterrame, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Klaburnhof, 22B Ockersestraat, Krugersdorp.

Gedateer te Roodepoort op die 20ste dag van Januarie 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, p.a. 12 Corkstraat, Kenmare, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/52/92/BP413.)

Saak 7549/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Malisela Happy Malope**, Eerste Verweerder, en **Sipho Joshua Sambo**, Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 5 November 1993 sal 'n verkoping gehou word op 25 Februarie 1994 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Die Verweerder se reg, titel en belang in en tot sekere huurpag ten opsigte van Perseel 10151, Dobsonville-uitbreiding 3, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Huurpag TL51834/89, groot 280 (tweehonderd en tagtig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport TL51834/89.

Die eiendom is gesoneer Residensiële 1 en is geleë te 10151 Dobsonville-uitbreiding 3, en bestaan uit 'n eetkamer, badkamer, twee slaapkamers, kombuis, teëldak met gepleisterde mure en staalvenster-rame, alhoewel geen waarborg in hierdie verband gegee word nie.

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

Gedateer te Roodepoort op die 20ste dag van Januarie 1994.

H. C. Coetzee, vir Claassen Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS Gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/901/93/BM855.)

Case 31235/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Madikiza, Zwelinjani Walter**, First Defendant, and **Madikiza, Shirley**, 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 24 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 594, Dhlamini Township, Registration Division IQ, Transvaal, measuring 256 (two hundred and fifty-six) square metres, situated at Erf 594, Dhlamini Township.

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

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 R200 (two hundred rand).

Signed at Johannesburg on the 21st day of January 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M23994/PC.)

Case 27512/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maishe, Balangane Andries**, First Defendant, and **Maishe, Maria**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 24 February 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 293 (now renumbered 1809), Klipspruit Extension 2 Township, Registration Division IQ, Transvaal, measuring 150 (one hundred and fifty) square metres, situated at Erf 293 (now renumbered 1809), Klipspruit Extension 2 Township.

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

The property is zoned Residential.

Terms: 10% (ten per 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 R200 (two hundred rand).

Signed at Johannesburg on the 20th day of January 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M24768/PC.)

Case 1317/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moon, Rennies Corporal**, First Defendant, and **Moon, Esther Harriet**, 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 24 February 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 3615, Eldoradopark Extension 2 Township, Registration Division IQ, Transvaal, measuring 330 (three hundred and thirty) square metres, situated at 18 Nieuwveld Street, Eldoradopark Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, lounge, bathroom, toilet, carpets, ceramic floors.

Outbuilding: Single garage, precast wall.

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 R200 (one hundred rand).

Signed at Johannesburg on the 19th day of January 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M9985/PC.)

Case 16760/90

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ndou, Nkodedzeni Philemon**, 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 24 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3464, Chiawelo Extension 2 Township, Registration Division IQ, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, situated at Erf 3464, Chiawelo Extension 2 Township.

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

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 21st day of January 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N12429/PC.)

Case 33735/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sekepe Clement N.O.**, executor in the estate late Sekepe Blandia, 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 24 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 2484, Pimville Zone 2 Township, Registration Division IQ, Transvaal, measuring 251 (two hundred and fifty-one) square metres, situated at Erf 2484, Pimville Zone 2, 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, dining-room.

Outbuildings: Two single garages and carport.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 13th day of January 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S19098/PC.)

Case 25653/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tsatsane, Molapong David**, First Defendant, and **Tsatsane, Serite Johanna**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sale-rooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 25 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the sale-rooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 1359, Dobsonville Township, Roodepoort Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, situated at 1359 Mogorosi Street, Dobsonville Township, Roodepoort.

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

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 19th day of January 1994.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T24528/PC.)

Saak 45/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Beperk**, handelende as United Bank, Eiser, en **Adriaan Stephanus Becker**, Verweerder

In opvoiging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 10 Januarie 1994, sal die eiendom hieronder genoem verkoop word in eksekusie op 23 Februarie 1994 om 12:00, by die Baljukantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, motorhuis, bediendekwartiere met toilet.

Eiendom: Erf 4628, Secunda-uitbreiding 10-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 1 044 (eenduisend vier-en-veertig) vierkante meter, gehou kragtens Akte van Transport T55607/91, geleë te Hendrik de Waalstraat 5, Secunda.

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

Die belangrikste voorwaardes daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 26ste dag van Januarie 1994.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/A.484.)

Saak 23303/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **Carel Johannes Strydom**, Eerste Verweerder, en **Martha Catharina Elizabeth Strydom**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 25 Februarie 1994 om 10:00, deur die Balju vir die Hooggeregshof Nylstroom, gehou voor die Landdroskantoor, Van Emmenisstraat, Nylstroom, aan die hoogste bieder:

Gedeelte 3 ('n gedeelte van Gedeelte 2) van Erf 555, in die dorp Nylstroom-uitbreiding, Registrasieafdeling KR, Transvaal, groot 1 416 (eenduisend vierhonderd en sestig) vierkante meter, gehou kragtens Akte van Transport T40666/91, onderhewig aan die voorwaardes daarin vermeld en meer in besonder die voorbehoud van minerale regte.

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

Straatadres: Rupertstraat 7, Nylstroom, Transvaal.

Verbeteringe: Woonhuis met metaaldak en mat en teël vloerbedekking bestaande uit sitkamer, eetkamer, familiekamer, kombuis, drie slaapkamers, badkamer, bad en toilet, toilet, motorhuis, buitetoilet, twee motorafdakke en stoorkamer.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Nylstroom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Nylstroom, Potgieterstraat 88, Nylstroom.

Geteken te Pretoria op die 21ste dag van Januarie 1994.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S 906/RE.)

Case 15017/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Johann Mfungelwa Maseko**, First Defendant, and **Monica Vester Maureen Jennifer Maseko**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 25 February 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 1477, Phola Township, Registration Division JS, Transvaal, measuring 330 (three hundred and thirty) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL82750/1988.

This property is situated at Stand 1477, Phola Township, Witbank, Transvaal.

The property is improved as follows: Lounge, three bedrooms, toilet, kitchen, bathroom. A single storey house.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 25th day of January 1994.

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

Saak 10254/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **Nicolaas Marthinus Herbst**, Eerste Verweerder, en **Helena Maria Herbst**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 12 Oktober 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Dinsdag, 22 Februarie 1994 om 10:00:

Gedeelte 1 van Erf 252, geleë in die dorpsgebied van Rietfontein, Registrasieafdeling JR, Transvaal, groot 1 021 vierkante meter, gehou kragtens Akte van Transport T111621/92 (die eiendom is ook beter bekend as 19de Laan 552, Rietfontein, Pretoria).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-sentraal, Sinodalesentrum, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n teëldak bestaande uit vier slaapkamers, twee badkamers, sitkamer, eetkamer, TV-kamer, studeerkamer, kombuis met opwasplek, twee buitegeboue synde 'n dubbelmotorhuis en bediendekamer.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria-sentraal, Sinodalesentrum, Visagiestraat 228, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 21ste dag van Januarie 1994.

D. H. Botha, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Mev. Pieterse/F.6663/mw.)

Saak 83672/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **N. F. van Blerk**, Eerste Verweerder, en **L. van Blerk**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 7 Januarie 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 22 Februarie 1994 om 10:00:

Resterende gedeelte van Erf 148, geleë in die dorpsgebied Waverley, Pretoria, Registrasieafdeling JR, Transvaal, groot 1 384 (eenduisend driehonderd vier-en-tagtig) vierkante meter, beter bekend as Codonialeen 729, Waverley.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie:

Drieslaapkamerwoonhuis met badkamer, stort, eetkamer, sitkamer, kombuis, stoepe en dubbelmotorhuis.

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-sentraal.

Geteken te Pretoria.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/Mev. Engels/JR38070.)

Saak 1653/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **South African Housing Trust Limited**, Eiser, en **Monageng Kleinbooi Malau**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 4 Maart 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van Erf 50, geleë in die dorpsgebied Sebokeng Eenheid 7-uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL36154/88, grootte 281 (tweehonderd een-en-tagtig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 21ste dag van Januarie 1994.

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

Saak 5229/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **South African Housing Trust Limited**, Eiser, en **Tankiso Richard Matsepe**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 4 Maart 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van Erf 541, geleë in die dorpsgebied Sebokeng Eenheid 7-uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL51083/88, grootte 312 (driehonderd en twaalf) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 21ste dag van Januarie 1994.

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

Saak 7357/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Buti William Emmanuel**, Eerste Verweerder, en **Florence Emmanuel**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 4 Maart 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 2 van Erf 695, geleë in die dorpsgebied Evaton, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T86051/89, grootte 403 (vierhonderd-en-drie) vierkante meter. *Verbeterings* (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 21ste dag van Januarie 1994.

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

Saak 9406/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Limited**, Eiser, en **Ratswai Matthews Seoke**, Eerste Verweerder, en **Moroane Salamina Seoke**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 4 Maart 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van: Erf 23, geleë in die dorpsgebied Sebokeng Eenheid 7-uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL14464/88, grootte 281 (tweehonderd een-en-tagtig) vierkante meter. *Verbeterings* (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 21ste dag van Januarie 1994.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Gallery Court Regspersoon**, Eiser, en **P. A. Psarrakis**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 18 Februarie 1993, en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 22 Februarie 1994 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing*: Eenheid 22, geleë te Erf 1274, van die skema bekend as Gallery Court, Skemanommer SS78/97 — groot 111 (eenhonderd-en-elf) vierkante meter onder geregistreerde Titelnommer: ST78/79(22)(Unit).

(b) *Straatadres*: Gallery Court 603, Schoemanstraat 705, Arcadia, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Drie slaapkamerwoning, badkamer, toilet, aparte stort, sit- en eetkamer, kombuis, balkon en gebou met sement en stene.

2. *Verkoopvoorwaardes*:

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalinge van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig asook die reëls daarkragtens neergelê.

2.2 10% (tien per sentum) van die koopprijs sal betaalbaar wees in kontant of die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Sentraal, Visagiestraat 228, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 26ste dag van Januarie 1994.

E. Y. Stuart, Prokureurs vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/3329.)

Saak 19120/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Capoletto Regspersoon**, Eiser, en **A. J. Louw**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 21 Mei 1993, en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 22 Februarie 1994 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing*: Eenheid 46, geleë te Erf 781, van die skema bekend as Capoletto, Skemanommer SS4/77 — groot 69 (nege-en-sestig) vierkante meter onder geregistreerde Titelnommer: ST4/77(46)(Unit).

(b) *Straatadres*: Capoletto 606, Mearsstraat, Muckleneuk, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Een en 'n half slaapkamerwoning, badkamer, toilet, muur-tot-muur mat, sit- en eetkamer, kombuis, gebou met sement en stene.

2. *Verkoopvoorwaardes*:

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalinge van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig asook die reëls daarkragtens neergelê.

2.2 10% (tien per sentum) van die koopprijs sal betaalbaar wees in kontant of die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-Sentraal, Visagiestraat 228, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 26ste dag van Januarie 1994.

E. Y. Stuart, Prokureurs vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/3704.)

Case 10728/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Dolan Graham John**, First Defendant, and **Dolan Sharon Vinessa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held outside the Magistrate's Court in Westonaria, at Van Riebeeck Street, Westonaria, on Friday, 18 February 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 the Sheriff for the Supreme Court, Westonaria, First Floor, Barkley Centre, Edwards Avenue, Westonaria:

Erf 1401, Westonaria Township, Registration Division IQ, Transvaal, measuring 714 m², held by the Defendants under Deed of Transfer T32760/1987, being 30 Johnson Street, Westonaria.

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. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 4th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z67857.) (Ref. Z67857/FCLS/WR/Mr Brewer/djl.)

Case 4138/93
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 **Batini Delekile**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22 Ockerse Street, Krugersdorp, on Wednesday, 23 February 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 6227, Kagiso Township, Registration Division IQ, Transvaal, measuring 274 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL39433, being 6227 Sebenzisa Drive, Kagiso.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 23rd day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z65000.) (Ref. Z65000/FCLS/WR/Mr Brewer/djl.)

Case 22865/93
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 **Donovan Ernest 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, 24 February 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, Overvaal, 28 Kruger Avenue, Vereeniging:

Portion 4 of Plot 210, De Deur Township, Registration Division IQ, Transvaal, measuring 1,5401 hectares, held by the Defendant under Deed of Transfer T21162/1988, being Portion 4 of Plot 210, De Deur Estates, 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, three bedrooms, bathroom/w.c./shower, kitchen, servant's room and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 6th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z75041.) (Ref. Z75041/FCLS/WR/Mr Brewer/djl.) (Or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging.)

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, prior to that United Building Society Limited, Plaintiff, and **Mxasa Msntombi Rosemary**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 23 February 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Stand 10379, Kagiso Extension 2 Township, Registration Division IQ, Transvaal, measuring 400 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL15400/1988, being Stand 10379, Riverside, Kagiso, Krugersdorp.

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

The dwelling consists of lounge, dining-room, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 6th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z65260.) (Ref. Z65260/FCLS/WR/Mr Brewer/djl.)

Case 16614/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Strydom Daniel Stephanus Jacobus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the sales rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 25 February 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 2586, Witpoortjie Extension 14 Township, Registration Division IQ, Transvaal, measuring 795 m², held by the Defendant under Deed of transfer T6420/1991, being 66 Hendrik Boom Street, Witpoortjie.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, bathroom/w.c., kitchen, double garage and swimming-pool.

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

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

Dated at Johannesburg this 4th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z71840.) (Ref. Z71840/FCLS/WR/Mr Brewer/djl.)

Case 10370/93

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 **Hlatsgwayo Ntomzodwa Ruth**, First Defendant, and **Jabulani Ben Magudulela**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 23 February 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 the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of erf 10739, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 297 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL39441/1988, being 10739, Kagiso-uitbreiding 6.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 4th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z67171.) (Ref. Z67171/FCLS/WR/Mr Brewer/djl.)

Case 14948/93

PH 267

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, Plaintiff, and **Philip Joseph Glew**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the sales rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 25 February 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 0675, Horison Township, Registration Division IQ, Transvaal, measuring 1 190 m², held by the Defendant under Deed of Transfer T56655/1992, being 52 Georginia Street, Horison, Roodepoort.

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

Dated at Johannesburg this 4th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z73989.) (Ref. Z73989/FCLS/WR/Mr Brewer/djl.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Sehlabaka Disema Ezekiel**, 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, 18 February 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:

The right of leasehold in respect of Erf 1372, Evaton West Township, Registration Division IQ, Transvaal, measuring 320 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL59593/1990, being 1372 Arkansas Street, Beverley Hills, Evaton West.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 4th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z66188.) (Ref. Z66188/FCLS/WR/Mr Brewer/djl.)

Case 5665/92

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

In the matter between **Town Council of Krugersdorp**, Execution Creditor, and **A. A. Pierdica**, First Execution Debtor, and **F. M. Pierdica**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 20 July 1993, the following property will be sold in execution on Wednesday, 2 March 1994 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 763, Lewisham Township, Registration IQ, Transvaal, measuring 935 (nine hundred and thirty-five) square metres, held by Deed of Transfer T29591/1991, known as 70 Harvey Street, Lewisham, Krugersdorp, upon which there is said to be erected a detached single-storey dwelling-house under iron roof and consisting of two bedrooms, lounge, dining-room, bathroom and kitchen. The outbuildings consist of a garage, servant's room and toilet.

No guarantee is however given in regard to the foregoing description.

Terms:

R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots, subject to any tenancy or right of occupation.

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, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. ADEVOS/mw/K1589.)

Case 7981/91

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 **Wessel Johannes du Bruyn**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 14 April 1992, the following property will be sold in execution on Wednesday, 23 February 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:

Holding 68, Protea Ridge Agricultural Holdings, Registration Division IQ, Transvaal, in extent 2,0215 (two comma nought two one five) hectares, held by Deed of Transfer T83115/90, known as Holding 68, Protea Ridge, Krugersdorp, upon which is erected a private dwelling constructed of brick and plaster with iron roof comprising an entrance-hall, two lounges, two family rooms, two dining-rooms, study, two kitchens, scullery, six bedrooms, three bathrooms, three showers, dressing-room and two garages and workshop.

No guarantee is however given in respect of the foregoing description.

Terms:

R5 000 (five thousand rand) cash or a bank-guaranteed cheque in favour of the Sheriff, at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) 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 attorney.

The Plaintiff is willing to consider granting a bond to an approved purchaser.

Phillips & Osmond, Plaintiff's Attorney, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 3365/93**IN THE MAGISTRATE'S COURT OF THE DISTRICT OF KRUGERSDORP HELD AT KRUGERSDORP**

In the matter between **Town Council of Krugersdorp**, Execution Creditor, and **J. P. Beukes**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 19 August 1993, the following property will be sold in execution on Wednesday, 2 March 1994 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 464, Dan Pienaarville Extension 1 Township, Registration Division IQ, Transvaal, measuring 817 (eight hundred and seventeen) square metres, held by Deed of Transfer T17695/1983, known as 4 Kloppe Street, Dan Pienaarville, Krugersdorp, upon which there is said to be erected a detached single-storey dwelling under tile roof and consisting of three bedrooms, lounge, family room, dining-room, two bathrooms and kitchen. The outbuildings consist of single garage, double garage, servant's room and toilet.

No guarantee is however given in regard to the foregoing description.

Please note: Some additions/alterations to the existing dwelling and outbuildings are not completed.

Terms:

R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots, subject to any tenancy or right of occupation.

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, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp. (Ref. ADEVOS/mw/K1120.)

Case 4295/93**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 **Francois Jacobus Viljoen**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 14 December 1993, the following property will be sold in execution on 2 March 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:

Remaining extent of Portion 124 (a portion of Portion 2) of the farm Hartbeestfontein 472, Registration Division JQ, Transvaal, in extent 85,7112 (eighty five comma seven one one two) hectares, held by the Defenant under Deed of Transfer T38154/1991, known as Remaining Extent of Portion 124 (portion of Portion 2), farm Hartebeestfontein 472, District of Krugersdorp.

Vacant land. No guarantee is however given in respect of the foregoing description.

Terms:

R8 400 or 10% (ten per cent) of the purchase price (whichever shall be the greater), in cash (or 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 transfer to be secured bay 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, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

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 **Elias Molefe Walaza**, First Defendant, and **Moepone Elizabeth Walaza**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 13 December 1993, the following property will be sold in execution on 2 March 1994 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendants right, title and interest in and to his/her right of leasehold in respect of Erf 12633, Kagiso Extension 8 Township, Registration Division IQ, Transvaal, in extent 325 (three hundred and twenty-five) square metres, for residential purposes, held by the Defendants under Certificate of Registered Grant of Leasehold TL41502/1992, known as Erf 12633, Kagiso Extension 8 Township, Krugersdorp, upon which is erected a single storey detached dwelling under tile roof, consisting of two bedrooms, bathroom, kitchen and lounge.

No guarantee is however given in respect of the foregoing description.

Terms:

R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater), in cash or 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, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 4293/93

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 **Francois Jacobus Viljoen**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 21 December 1993, the following property will be sold in execution on 2 March 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:

Remaining Extent of Portion 50 (a portion of Portion 2) of the farm Hartebeestfontein 472, Registration Division JQ, Transvaal, in extent 12,4691 (twelve comma four six nine one) hectares, held by the Defendant under Deed of Transfer T6647/1992, known as Remaining Extent of Portion 50 (a portion of Portion 2) farm Hartebeestfontein 472, District of Krugersdorp.

Vacant land. No guarantee is however given in respect of the foregoing description.

Terms:

R3 200 or 10% (ten per cent) of the purchase price (whichever shall be the greater), in cash or 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, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Saak 7385/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **T. D. Boikanyo**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof, op 23 November 1993, sal die ondervermelde eiendom op 23 Februarie 1994 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 13704, Kagiso-uitbreiding 8, Registrasieafdeling IQ, Transvaal, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, ook bekend as Erf 13704, Kagiso-uitbreiding 8, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

(a) Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

(b) Die voorwaardes van die sertifikaat van geregistreerde huurpag.

(c) Die volledige verkoopvoorwaardes en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang, kombuis, gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:* Tien persent (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agtien persent), welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju, 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 4de dag van Januarie 1994.

A. M. van Wyk, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. WVR/LF/N239.)

Saak 7386/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **S. L. Phiri**, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof, op 23 November 1993, sal die ondervermelde eiendom op 23 Februarie 1994 om 10:00, aan die hoogste bieder by die kantore van die Balju, te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 12837, Kagiso-uitbreiding 8, Registrasieafdeling IQ, Transvaal, groot 345 (driehonderd vyf-en-veertig) vierkante meter, ook bekend as Erf 12837, Kagiso-uitbreiding 8, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

(a) Die bepalinge van die Wet op Landdroshofe en die regulasies daarkragtens uitgevaardig.

(b) Die voorwaardes van die sertifikaat van geregistreerde huurpag.

(c) Die volledige verkoopvoorwaardes en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang, kombuis, gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:* Tien persent (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agtien persent), welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju, 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 4de dag van Januarie 1994.

A. M. van Wyk, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. WVR/LF/N238.)

Saak 7179/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **A. F. Deyssel**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 7 Desember 1993, sal 'n verkoping gehou word op 2 Maart 1994 om 10:00, by die verkoopslokaal van die Balju, Krugersdorp, 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 Balju, Krugersdorp se kantoor, Krugersdorp, ter insae sal lê:

Erf 481, Wentworth Park-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 857 (agthonderd sewe-en-veertig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T1988/89.

Die eiendom wat te koop aangebied word bestaan uit sitkamer, gesinskamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, opwaskamer, enkelmotorhuis, bediendekamer, pleistermure onder sinkdak en omhein.

Die eiendom is gesoneer Residensiële 1 en is geleë te Hooftwag 286, Wentworth Park, Krugersdorp, 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 vir Krugersdorp verskaf word.

Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Krugersdorp, Ockersestraat 22B, Krugersdorp.

Gedateer te Roodepoort op 24 Januarie 1994.

A. M. Claassen, vir Claassen Coetzee, Eiser se Prokureurs, p.a. Hugo & Cronje, Tweede Verdieping, Alliedgebou, hoek van Human en Markstraat, Krugersdorp.

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Kristensen Walther**, 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, 22 February 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 Holding 310, North Riding Agricultural Holdings, Registration Division IQ, Transvaal, area 2,9239 (two comma nine two three nine) hectares.

Situation: 310 Boundary Road, North Riding, Randburg.

Improvements (not guaranteed): Brick dwelling under iron roof, entrance hall, lounge, family room, dining-room, study, three bedrooms, two bathrooms, shower, two toilets, kitchen, jetmaster fireplace and burglar alarm.

Outbuildings: Two garages, two staff quarters with toilet and shower, swimming-pool, patio and terrace, paving and boundary wall.

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

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

Dated at Johannesburg on the 4th day of January 1994.

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/FN3112.)

Case 22828/93

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

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Louwsons Motor Brokers CC**, First Execution Debtor, and **Daniel Hendrik Louw**, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 16 November 1993, the following property will be sold in execution by the Sheriff, Alberton, on Wednesday, 23 February 1994 at 10:00, and from the premises of the said Sheriff, being Johria Court, 4 Du Plessis Road, Alberton, namely:

Erf 74, Brackenhurst, Registration Division IR, Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T6124/90, and also known as 35 Van Bergen Street, Brackenhurst, Alberton.

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 tile roof, consisting of lounge, family room, dining-room, study, kitchen, three bedrooms, two bathrooms and two w.c.'s.

Sundries: Pool and pre-cast walls.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 21% (twenty-one per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, 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, Alberton, at Johria Court, 4 Du Plessis Road, Alberton. [Tel. (011) 869-7138/9.]

Dated at Alberton on 24 January 1994.

R. C. Clark, for Steenkamp, Theart, Du Plessis, Ney, Execution Creditor's Attorneys, Druthon Centre, First Floor, 48 Voortrekker Road, Alberton. (Ref. 4980/50925/Mrs Jackson.)

Case 25766/91

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 **Rhona Anne Solomon**, 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 24 February 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 unit comprising section 74 and its undivided share in the common property in the Imbali sectional title scheme.

Area: 36 (thirty-six) square metres.

Situation: Flat 702, Imbali, corner of Tudhope & Louis Botha Avenues. Berea, Johannesburg.

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

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 (fourteen) days from the date of sale.

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

Dated at Johannesburg on the 17th day of January 1994.

W. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7159-105.)

Case 6344/93

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

In the matter between **Saambou Bank Limited**, Plaintiff, and **Berend Willem Becker** (4701105089089), First Defendant, married in community of property to **Yvonne Becker** (5209260001005), Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 24 September 1993 and writ of execution dated 24 September 1993, the following property will be sold in execution on Wednesday, 23 February 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain Erf 648, Florentia Extension 1 Township, Registration Division IR, Transvaal.

Street address: 17 Ficks Street, Florentia, Alberton.

Measuring 793 (sevenhundred and ninety-three) square metres.

Held by Deed of Transfer T24351/93, dated 3 June 1993.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor described the improvements on the property, without any warranties, as follows:

Main building: Lounge, dining-room, kitchen, three bedrooms, bathroom and laundry.

Outbuildings: Garage, servants' quarters and swimming-pool.

1. Terms: 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 16% (sixteen per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this the 20th day of January 1994.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss J. Hayward.)

Case 16493/92

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

In the matter between **Standard Bank of Bophuthatswana**, Plaintiff, and **William Edmund Beechey**, Defendant

In execution of a judgment of the Supreme Court (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price, subject to the Plaintiff's approval will be held at the office of the Sheriff of Roodepoort, 182 Progress Avenue, Technicon, Roodepoort, on Friday, 25 February 1994 at 10:00, of the undermentioned property of the Defendant's 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, Roodepoort:

Certain Erf 356, Constantia Kloof Extension 3 Township, Registration Division IQ, Transvaal, and known as 3 Reinette Drive, Constantia Kloof Extension 3, in extent 1 488 (one thousand four hundred and eighty-eight) square metres, held by Deed of Transfer T2121/80.

Improvements (none of which are guaranteed) consisting of the following:

Dwelling with a lounge, family room, dining-room, two bathrooms, three bedrooms, passage, kitchen, servants' quarters, store-room, garage and with a IBR roof, brick walls, steel framed windows and stone fencing.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R50 (fifty rand).

Dated at Roodepoort on this the 17th day of January 1994.

T. G. Bosch, for T. G. Bosch & Badenhorst, First Floor, City Centre, 8 Luttig Street, Roodepoort. (Tel. 763-6121.) (Ref. T. G. Bosch.)

Saak 3737/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Jorg Erich Blaschczok**, Eerste Verweerder, en **Ulla Gerda Marie Blaschczok**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Randfontein, en lasbrief tot geregtelike verkoop met datum 10 Desember 1993, sal die ondervermelde eiendom geregtelik verkoop word op 25 Februarie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Hoewe 159, Vleikop-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,2808 (twee komma twee agt nul agt) hektaar, gehou kragtens Akte van Transport T11436/90.

Bekend as Hoewe 159, Vleikoplandbouhoewes, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit twee slaapkamers, badkamer, kombuis, sitkamer en eetkamer.

Die buitegeboue bestaan uit 'n motorhuis, daar is 'n boorgat op die perseel en die erf is omhein met 'n betonmuur.

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

Voorwaardes: R5 800 (vyfduisend agthonderd) of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 (een-en-twintig) dae.

Die koper moet transportkoste, belasting, ens. betaal.

Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

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

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

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N594.)

Case 13807/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Stevens: Simon**, 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, 24 February 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 4526, Eldoradopark Extension 8 Township, Registration Division IQ, Transvaal.

Situation: 1 Cecil Daniels Street, corner of Abraham Andrew Street, Eldoradopark Extension 8.

Area: 412 (four hundred and twelve) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under asbestos roof and enclosed with wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either:

(i) 10% (ten per 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 January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NQ51E/mgh/tf.)

Case 5949/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **George, Mervyn**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 24 February 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 3737, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, situation 2 Corundum Street, Ennerdale Extension 5, area 300 (three hundred) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under tiled roof, paved driveway, enclosed with brick walls.

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

Dated at Johannesburg on this the 21st day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NI37E/mgh/tf.)

Case 03772/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Muller, Vincent Noel**, 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, 24 February 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: 1. Lot 1193, Jeppestown Township, Registration Division IR, Transvaal.

2. Lot 1194, Jeppestown Township, Registration Division IR, Transvaal.

3. Lot 1196, Jeppestown Township, Registration Division IR, Transvaal.

Situation: 1. 432 Marshall Street, Jeppestown.

2. 430 Marshall Street, Jeppestown.

3. 54 Stone Street, Jeppestown.

Area: 1. 248 (two hundred and forty-eight) square metres.

2. 248 (two hundred and forty-eight) square metres.

3. 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Two bedrooms, two bathrooms, kitchen/pantry, lounge, dining-room, family room, study, store-room, double carport, under iron roof, brick 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 and other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 21st day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR090E/mgh/tf.)

Case 34213/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moore, David Henry**, First Defendant, and **Moore, Sharon Linda**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 24 February 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 15, De Klerkshof Township, Registration Division IR, Transvaal.

Situation: 41 De Klerks Drive, De Klerkshof, Edenvale.

Area: 595 (five hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom with separate toilet, kitchen, lounge, dining-room, carport, swimming-pool, under tiled roof, staff quarters with outside ablution, concrete driveway and enclosed with precast walls.

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

Dated at Johannesburg on this the 19th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR230E/mgh/tf.)

Case 31073/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phakathi, Samuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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 21058, Diepkloof Township, Registration Division IQ, Transvaal.

Situation: 21058 Zone 5 Diepkloof.

Area: 300 (three hundred) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge/dining-room, under tiled roof and enclosed with brick walls.

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

Dated at Johannesburg on this the 6th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ98E/mgh/tf.)

Case 20774/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Ludick, Nicholas Petrus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 24 February 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 4374, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, situation 32 Prehnite Crescent, Ennerdale Extension 5, area 297 (two hundred and ninety-seven) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom with separate toilet, kitchen, lounge, under tiled roof, concrete driveway, enclosed with pre-cast walls and wire fencing.

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

Dated at Johannesburg on this the 20th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO40E/mgh/tf.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Adams, Mohamed Cassim**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 24 February 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 646, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, situation 157 Gemini Crescent, Ennerdale Extension 1, area 325 (three hundred and twenty-five) square metres.

Improvements (not guaranteed): A semi-detached house consisting of three bedrooms, bathroom, kitchen, lounge/-dining-room, carport, under tiled roof, property enclosed.

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

Dated at Johannesburg on this the 20th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV35E/mgh/tf.)

Case 8759/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Perco Eiendomme BK**, First Defendant, and **Persis Debora Ebersohn**, 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 Portion 12 (a portion of Portion 8), of Erf 2018, in the Township of Villiera, Registration Division JR, Transvaal, measuring 1 276 square metres, situated at 635 32nd Avenue, Villiera.

Terms and Conditions:

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

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

Description of property: Lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., shower, entrance-hall and front stoep.

Outbuildings: Single garage, two servants' rooms and w.c.

Other improvements: Barbeque, gates, driveway and paving.

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

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

Signed at Pretoria on this the 27th day of January 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N886.)

Case 83201/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Benjamin Fredeman van Staaden**, First Defendant, and **Naomi van Staaden**, Second Defendant

In execution of a judgement 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 March 1994 at 10:00, or to the highest bidder:

Certain Erf 25, situated in the Township of Weavind Park, Registration Division JR, Transvaal, measuring 1 068 square metres, situated at 195 Gurney Street, Weavind Park, 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:

Lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and front stoep.

Outbuildings: Single garage, carports for four vehicles, servant's room and w.c.

Other improvements: Brick paving, security doors, trellis and gates, boreholes plus pump and walls.

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

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

Signed at Pretoria on this the 26th day of January 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1112.)

Saak 23744/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **M. D. Smith**, Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 3 Januarie 1994, die ondervermelde eiendom in eksekusie verkoop sal word op Dinsdag, 22 Februarie 1994, te die Balju, Hooggeregshof, Pretoria-Sentraal, Visagiestraat 228, Pretoria:

Die eiendom wat aldus te koop aangebied sal word is Deel 50, soos aangetoon en volledig beskryf op deelplan SS179/88, in die gebou of geboue bekend as Sackville Court, Erf 1203, geleë in die dorpsgebied Sunnyside, Pretoria, Registrasieafdeling JR, Transvaal, groot 70 (sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Deel-titel T179/88(50) (UNIT), bekend as Sackville Court 303, Vlokstraat 135, Sunnyside, Pretoria.

Verbeterings: Hoofgebou bestaan uit sitkamer, kombuis, een-en-'n-halwe slaapkamer, badkamer met 'n motorhuis.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju, Pretoria-Sentraal.

Geteken te Pretoria hierdie 24ste dag van Januarie 1994.

P. R. Greyling, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Praetor Forum, Eerste Verdieping, Van der Waltstraat 269, Pretoria. (Verw. Greyling/PB/A. 155/93.)

Saak 13861/93

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

In die saak tussen **Eerste Nasionale Bank van SA Bpk.**, Eiser, en **Catharina Magdalena le Roux**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogenoemde aksie toegestaan op 17 Augustus 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Vrydag, 25 Februarie 1994 om 11:00:

Restant van Gedeelte 29 ('n gedeelte van Gedeelte 25), van die plaas Beynespoort 335, Registrasieafdeling JR, Transvaal, grootte 5,8936 hektaar, gehou kragtens Akte van Transport T15964/1985. (Die eiendom is ook beter bekend as die plaas Beynespoort).

Plek van verkoping: Die verkoping sal plaasvind voor die Landdroskantoor, Cullinan.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n sinkdak met vier slaapkamers, groot grasdaklapa en braai-area, swembad, motorafdak en alle buitegeboue.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Cornelisstraat 41, Bronkhorst-spruit, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 4de dag van Februarie 1994.

D. H. Botha, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. C. Rossouw/F7313/mw.)

Saak 77426/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jacques Siegfried Visser**, Verweerder

'n Verkoping word gehou te Balju, Pretoria-Wes, Kamer 603, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 24 Februarie 1994 om 10:00, van:

Gedeelte 2 ('n gedeelte van Gedeelte 1), van Erf 1593, geleë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, groot 714 vierkante meter, gehou kragtens Akte van Transport T98933/92 (Maltzanstraat 206, Pretoria-Wes).

Besonderhede word nie gewaarborg nie.

Steengeboude woonhuis met sinkdak: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met warmwatersisteem, volvloermatte, enkelgarage, twee motorafdakke en twee bediendekamers.

Besigtig voorwaardes by Balju, Pretoria-Wes, Olivettihuis, Schubartstraat, Pretoria.

D. C. Beukes, vir Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. Beukes/hs).

Saak 20180/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jan Andries Truter**, Verweerder

'n Verkoop word gehou te Balju, Wonderboom, ou Warmbadpad, noord van Sasko Meule, Bon Accord, op 25 Februarie 1994 om 11:00 van:

Erf 735, geleë in die dorp Wonderboom-uitbreiding 3, Registrasieafdeling JR, Transvaal, groot 1 352 vierkante meter, gehou kragtens Akte van Transport T76562/1991 (beter bekend as Olianderstraat 178, Wonderboom-uitbreiding 3).

Besonderhede word nie gewaarborg nie.

Woonhuis: Sitkamer, eetkamer, twee kombuise, vier slaapkamers, badkamer, motorhuis en swembad.

Besigtig voorwaardes by Balju, Wonderboom.

Tim du Toit & Kie Ing. (Tel. 320-6753.) (Verw. Dr Viljoen/LB.)

Saak 13827/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **David Charles Oosthuizen**, Verweerder

'n Verkoop word gehou te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord), op 25 Februarie 1994 om 11:00, van:

Erf 1704, geleë in die dorpsgebied Pretoria-Noord, Registrasieafdeling JR, Transvaal, groot 3 250 vierkante meter, gehou kragtens Akte van Transport T3311/1970 (Generaal Byersstraat 96, Pretoria-Noord).

Besonderhede word nie gewaarborg nie.

Woonhuis: Ses slaapkamers, twee aparte toilette, twee sitkamers, gesinskamer, kombuis, twee badkamers, eetkamer en opwaskamer. Die meeste vertrekke het matte en verder is daar novilon en teëls.

Die buitegeboue bestaan uit: Toilet, bediendekamer en stoorkamer. Die eiendom is omhein met 'n klipmuur.

Besigtig voorwaardes by Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

D. C. Beukes, vir Tim du Toit & Kie. Ing. (Tel. 320-6753.) (Verw. Beukes/rk.)

Case 11351/91

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), formerly known as Natal Building Society Limited, Plaintiff, and **Abel Motselebane**, First Defendant, and **Masabana Mantshe Motselebane**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 31 January 1992, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 18 February 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 17593, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on 17593 Mohwibitsha Street, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 280 (two hundred and eighty) square metres.

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

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

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

Dated at Boksburg on this the 4th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7324P/Mrs Pierce.)

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Samuel: William Andrew**, 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, Springs, at 56 12th Street, Springs, on 25 February 1994 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Springs, prior to the sale:

Certain: Erf 229, Daggafontein Township, Registration Division IR, Transvaal, being 35 Woodpecker Road, Daggafontein, Springs, measuring 2 482 (two thousand four hundred and eighty-two) 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 a bar, lounge, dining-room, study, three bedrooms, bathroom, w.c., kitchen, garage, servant's room and w.c.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or 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 this 24th day of January 1994.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0095 (AU95).]

Saak 2573/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Perm 'n afdeling van Nedcor Bank Beperk**, Eksekusieskuldeiser, en **K. J. & L. P. Makofane**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof van Middelburg, en 'n lasbrief vir eksekusie gedateer 29 Junie 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 25 Februarie 1994 om 10:30, voor die dorpsraadkantore, Mhluzi, Middelburg, Transvaal:

Erf 715, geleë in die dorp Mhluzi, Middelburg, Registrasieafdeling JS, Transvaal.

Groot: 647 (seshonderd sewe-en-veertig) vierkante meter, gehou Sertifikaat van Geregistreerde Huurpag TL83272/90.

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

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

Geteken te Middelburg op die 25ste dag van Januarie 1994.

C. L. Fick, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Case 7729/92

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

In the matter between **Die Standard Bank van Suid-Afrika Beperk**, Plaintiff, and **Depkon BK**, First Defendant, **Dirk Johannes Coetzee**, Second Defendant, **Erna Johanna Coetzee**, Third Defendant, and **Dirna Beleggings (Eiendoms) Beperk**, Fourth 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 25 February 1994 at 11:00, in front of the Magistrate's Court, Cullinan:

Remaining Extent of Portion 65 (a portion of Portion 2) of the farm Franspoort 332, Registration Division JR, Transvaal, measuring 19,7671 hectares, held by the Defendant under Deed of Transfer T1194/1972, situated from Cullinan take the R513 to Pretoria. Turn right onto the Mamelodi tar road. Cross the first four way stop. Take sub-way under the railway line and turn to the right immediately. (Black board "For Sale" and Green Board "Sheep, Goats and Cattle"). Pass Zeheers General Dealer situated next to the railway line. The last building on the left hand side is situated on the property that is to be sold.

The following information is furnished, though in this respect nothing is guaranteed: Brick building under sink. ± 600 square metres consisting of parking area, ablution block and outbuildings. Wire fencing, unequipped borehole.

Terms: Ten percent 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 the office or at this office of the Sheriff, Supreme Court, Cullinan.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R329101/as.)

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Johannes Lodewicus Coetzee**, 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 25 February 1994 at 10:00, in front of the Magistrate's Court, Nelspruit:

Portion 5 of the farm Sudwalaaskraal 271, Registration Division JT, Transvaal, measuring 171,3150 hectares, held by the Defendant under Deed of Transfer T41862/1979.

The farm is situated near the Sudwala Caves. Follow the road to the Sudwala Caves which turns off from the N4, for $\pm$ 9 km. Turn left on the gravel road (Sappi Mooifontein). The farm is situated $\pm$ 1,5 km from the turnoff from the tar road. There are no boards indicating directions to the property. A narrow gravel road turns off from the gravel road and Makadamia trees can be seen.

The following information is furnished, though in this respect nothing is guaranteed: 8 ha Makadamia Trees, 2 ha Avocadoes, 5 ha irrigable land, 30 ha which could possibly be cultivated, 126 ha veld, pumphouse on Houtbosloop River for irrigation purposes. Sink reservoir.

Terms: Ten percent (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, Nelspruit.

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R348462/as.)

Case 126472/92
PH 176

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Savage C. W.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 2 February 1993, the property listed hereunder will be sold in execution, on Friday, 25 February 1994 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Remaining extent of Erf 640, Westdene, measuring 1 487 square metres, situated at 22A Banbury Road, Westdene, Johannesburg, held by Deed of Transfer T30174/1988, consisting of a three-bedroomed dwelling under corrugated roof, lounge, bathroom and garage, with servant's quarters, but nothing is guaranteed, and taken further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg North, First Floor, 131 Marshall Street, Johannesburg, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

Dated at Johannesburg on this the 6th day of January 1994.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/R0511-9755.)

Case 17623/93

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

In the matter between **First National Bank of South Africa Limited**, Plaintiff, and **Vermaak, Jacobus Johannes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale will be held at the Sales-room of the Sheriff, 182 Progress Road, Technikon, District of Roodepoort, on 25 February 1994 at 10:00, in respect of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Roodepoort, prior to the sale.

The property will be sold to the highest bidder and the sale shall be sold for rands and no bid for less than R10 (ten rand) shall be accepted.

The property is: Erf 364, Bergbron, Extension 3 Township, Registration Division IQ, Transvaal, measuring 1 014 (one thousand and fourteen) square metres, held by Deed of Transfer T56652/1992, subject to the conditions, servitudes and reservation of mineral rights therein contained.

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

House consisting of: Lounge, dining-room, two bathrooms, three bedrooms, passage, kitchen and single garage.

Terms: Ten per cent (10%) 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 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).

Michael A. Goldberg, Plaintiff's Attorney, Second Floor, Leebram House, corner of Biccard and Jorrisen Streets, Braamfontein, Johannesburg. (Tel. 403-2861.) (Fax. 403-2672.) (Ref. MG/MD/F77.)

Saak 4082/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Perm**, 'n afdeling van Nedcor Bank Beperk, Eksekusieskuldeiser, en **L. K. Mofokeng**, Eerste Eksekusieskuldenaar, en **N. C. Mofokeng**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof van Middelburg, en 'n lasbrief vir eksekusie gedateer 26 Augustus 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 25 Februarie 1994 om 10:30, voor die Dorpsraad Kantore, Mhluzi, Middelburg, (Transvaal).

Erf 5957, geleë in die dorp Mhluzi, Middelburg, Registrasieafdeling JS, Transvaal, groot 372 (driehonderd twee-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T31464/93.

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

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

Geteken te Middelburg op die 26ste dag van Januarie 1994.

C. L. Fick, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Saak 3396/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **G C Grobler**, handeldrywende as G C Grobler Vervoer, Eiser, en **N. F. Alberts**, Verweerder

Ingevolge uitspraak van die Landdroshof van Rustenburg, en lasbrief vir eksekusie gedateer 23 November 1993, sal die volgende onroerende eiendom in eksekusie verkoop word op Woensdag, 2 Maart 1994 om 11:00, voor die Landdroskantoor, Van Stadenstraat, Rustenburg:

Erf 804, Geelhoutpark-uitbreiding 4, Rustenburg, andersins bekend as Hardpearlaan 33, Rustenburg, tesame met verbeterings daarop aangebring, gehou onder Verband B61104/89.

Verkoopvoorwaardes: Die eiendom sal verkoop word aan die hoogste bieder op die voorwaardes volledig vermeld in die voorwaardes van verkoping wat ter insae lê by die Balju, Smutslaan, Rustenburg, en by Eiser se prokureur.

Aldus gedaan en geteken te Rustenburg op hierdie 21ste dag van Januarie 1994.

A. P. Oberholzer, vir De Wet, Oberholzer & Wilkens, Pleinstraat 146, Posbus 55, Rustenburg, 0300. (Verw. G123/mnr. Oberholzer/ee.)

Saak 739/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **Mynhardt, A. S. Mev.**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 30 Junie 1993, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom, op 11 Maart 1994 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 807, Uitbreiding 2, Nigel, ook bekend as Graaff-Reinetteweg 121, Nigel.

Beskrywing van eiendom: Steengepleisterde dubbelverdieping platdak, kombuis, eetkamer, sitkamer, TV-kamer, twee badkamers, twee toilette, drie slaapkamers, steengepleisterde muur omheining, twee motorhuise, vyf buitekamers, slaapkamers en kombuis met ingeboude kaste en studeerkamer.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat 69, Nigel, 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 Nigel op hede die 25ste dag van Januarie 1994.

Brits Pretorius Kruger & Coetzer Ing., Tweede Laan 35, Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. IVN/E542.)

Saak 3484/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **Loots A. H.**, Eerste Verweerder, en **Loots M. C.**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 19 Maart 1992, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom, op 25 Februarie 1994 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 3, Laversburg, Nigel, ook bekend as Irisweg 5, Visagiepark, Nigel.

Beskrywing van die eiendom: Erf 3, Laversburg, Nigel. Steengebou met sinkdak, kombuis, sitkamer, drie slaapkamers, badkamer met toilet, beton en draadomheining, garage en buitekamer.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Derde Laan, Nigel, 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 Nigel op hede die 21ste dag van Januarie 1994.

Brits Pretorius Kruger & Coetzer Ing., Tweede Laan 35, Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. AP/E437.)

Saak 28386/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Kubheka Zanga Wellington**, Eerste Verweerder, en **Kubheka Agnes**, Tweede Verweerderes

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 24 Februarie 1994 om 10:00, verkoop word deur die Balju te kantore van die Balju, Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Deel 8, soos getoon en volledig beskryf op Deelplan SS65/1981 in die skema bekend as Carter Hall ten opsigte van die grond en gebou of geboue geleë in die dorpsgebied Berea, Plaaslike Owerheid van Johannesburg, waarvan die vloeroppervlakte 119 vierkante meter groot is (ook bekend as Woonstel 204, Carter Hall, hoek van Tudhopelaan en Hillbrowstraat, Berea, Johannesburg).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Woonstel met sitkamer, twee slaapkamers, kombuis, badkamer en toilet.

Datum: 26 Januarie 1994.

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

Saak 79488/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **A. K. Mabuza**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdros Hof en 'n lasbrief vir eksekusie gedateer 4 Januarie 1994 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdros Hof, Pretoria, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Saskomeule), ou Warmbadpad, Bon Accord, aan die hoogste bieër op 11 Maart 1994 om 11:00:

Erf 2327, geleë in die dorpsgebied Soshanguve GG, Registrasieafdeling JR, Transvaal, groot 375 (driehonderd vyf-en-sewentig) vierkante meter (beter bekend as Erf 2327, Blok GG, Soshanguve).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Drieslaapkamer-woonhuis, met badkamer, sit-/eetkamer en kombuis.

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

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

Geteken te Pretoria.

S. E. du Plessis, vir Van der Merwe du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/mev. Engels/JL31054.)

Case 4734/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Lewis, Roy Charles**, Identity Number 4311095102106, 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 22 Ockerse Street, Krugersdorp, on Wednesday, 23 February 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, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Krugersdorp, prior to the sale:

Holding 50, Sonnedal Agricultural Holdings, Registration Division IQ, Transvaal, being Plot 50 Palora Street, Sonnedal Agricultural Holdings, measuring 4,5895 hectares.

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

Dwelling-house consisting of lounge, dining-room, two bedrooms, bathroom, kitchen, two windmill pumps, three boreholes.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society, or other acceptable guarantee to be furnished within 30 days from the date of sale.

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

Dated at Johannesburg on this the 12th day of January 1994.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 431391.)

Saak 6486/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Sindi Conrad Hlongwa**, Eerste Verweerder, en **Selinah Sesi Hlongwa**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 25 Februarie 1994 om 10:00, per publieke veiling deur die Balju, Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 1390, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Kwa-Guqa-uitbreiding 3, gehou kragtens Grondbrief TL40504/1990, grootte 250 (twee vyf nul) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer/s.

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 21ste dag van Januarie 1994.

J. van Rensburg, vir Bezuidenhout van Zyl, p.a. Harvey Nortje Ingelyf, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 6487/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Shadrack Malaza**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 25 Februarie 1994 om 10:00, per publieke veiling deur die Balju, Witbank, Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 1325, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Kwa-Guqa-uitbreiding 3, gehou kragtens Grondbrief TL52212/1990, grootte 250 (twee vyf nul) vierkante meter.

Verbeteringe (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer/s.

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 21ste dag van Januarie 1994.

J. van Rensburg, vir Bezuidenhout van Zyl, p.a. Harvey Nortje Ingelyf, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 14011/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Beperk**, Eiser, en **D. P. J. Rossouw**, Eerste Verweerder, en **M. S. Rossouw**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie teen goed met datum 26 November 1993, sal die ondervermelde eiendom op Vrydag, 25 Februarie 1994 om 10:00, te die eiendom te Kowiestraat 19, Stilfontein, aan die hoogste bieder verkoop word, naamlik:

Erf 2706, Stilfontein, Registrasieafdeling IP, Transvaal, groot 975 (negehoenderd vyf-en-sewentig) vierkante meter, ook bekend as Kowiestraat 19, Stilfontein, gehou kragtens Transport T84432/91, onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 16% (sestien persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Enkelverdiepingwoonhuis bestaande uit drie slaapkamers, eetkamer, sitkamer, kombuis en badkamer. *Buitegeboue*: Motorafdak, toilet en bediende kamer.

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

Ben de Wet & Botha, Spes Bonagebou, Boomstraat 19, Posbus 33, Klerksdorp.

Saak 7822/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **M. A. Monyemorathoe**, Eerste Verweerder, en **N. A. Monyemorathoe**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 26 November 1993, en 'n lasbrief vir eksekusie gedateer 16 November 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 23 Februarie 1994 om 10:00, deur die Balju vir die Landdroshof, te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 82, Siluma View, Katlehong, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 82, Siluma View, Katlehong, groot 419 (vierhoenderd-en-negentien) vierkante meter, gehou deur M. A. Monyemorathoe en N. A. Monyemorathoe, gehou onder Akte van Transport TL23787/90. *Sonering*: Residensieël. *Spesiale gebruiksvergunnings of vrystellings*: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou*: Teëldak met gepleisterde baksteenmure bestaande uit kombuis, sitkamer, eetkamer, drie slaapkamers, badkamer met toilet. *Buitegeboue*: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 13de dag van Januarie 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N2056.)

Saak 7761/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Limited**, Eiser, en **E. E. Munitich**, Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 3 November 1993 en 'n lasbrief vir eksekusie, gedateer 2 November 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 23 Februarie 1994 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, du Plessisstraat, Alberton, naamlik:

Sekere: Standplaas 109, Roodekop-dorpsgebied, Registrasieafdeling IR, Transvaal.

Ook bekend as: 104 Antelopestraat, Leondale.

Groot: 805 vierkante meter.

Gehou deur: E. E. Munitich gehou onder Akte van Transport T15405/91.

Sonering: Residensiël.

Spesiale gebruiksvergunninge of vrystellings: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: Hoofgebou: Sinkdak met gepleisterde baksteen mure bestaande uit kombuis, sitkamer, eetkamer, vier slaapkamers, twee badkamers met twee toilette, ingangsportaal en kroeg. Buitegeboue: Enkel motorhuis, bediendekamer met toilet, pre-cast mure, plaveisel en staal hekke, motor afdak.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 13de Januarie 1994.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Tel. 907-9813.) (Verw. mnr. Ungerer/PP/N2039.)

Case 10461/93

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

In die matter between **Johannesburg Municipal Second Pension Fund**, Plaintiff, and **Pheko Josef Mokoena**, Defendant

Persuant to a judgment granted by the above Honourable Court dated 2 November 1993, and a warrant of execution, the undermentioned property will be sold on 25 February 1994 at 11:15, at the Sheriff's office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf: 242, Vosloorus, Extension 5, Boksburg.

Known as: Erf 242, Vosloorus, Extension 5, Boksburg.

Measuring: 286 square metres.

Held under Deed of Transfer T2745/92.

Improvements: Single storey dwelling with tiled roof consisting of lounge, kitchen, two bedrooms and bathroom.

(To the best of our knowledge and information)

Terms and conditions:

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

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

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

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

Dated at Boksburg on this the 19th day of January 1994.

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

Saak 6060/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **NBS Bank Beperk**, Eksekusieskuldeiser, en **B. J. van Wyk**, Eerste Eksekusieskuldenaar, en **E. M. van Wyk**, Tweede Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Desember 1993 toegestaan is, op 25 Februarie 1994 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Erf 1416, geleë in die dorpsgebied Del Judor-uitbreiding 5, Registrasieafdeling JS, Transvaal.

Groot: 1 500 (een vyf nul nul) vierkante meter.

Gehou: Gehou deur die verbandgewer kragtens Akte van Transport T64629/90.

Straatadres: Barendstraat 6, Uitbreiding 5, Del Judor, Witbank.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 21ste dag van Januarie 1994.

J. van Rensburg, vir Harvey Nortje Ingelyf, Prokureurs vir die Eksekusieskuldeiser, Smuts Park, hoek van Smutslaan en Northeystraat; Posbus 727, Witbank.

Saak 19886/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ESKOM**, Eiser, en **James Magaga**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 9 November 1993, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju vir die Hooggeregshof, 23 Februarie 1994 om 10:00, te die kantore van die Balju vir die Hooggeregshof, Caledonstraat 17, Standerton, verkoop:

Sekere Erf 583, Thuthukani, Registrasieafdeling IS, Transvaal, groot 357 (driehonderd sewe-en-vyftig) vierkante meter.

Die eiendom is verbeter en bestaan uit: Woonhuis gebou met stene met teëldak, drie slaapkamers, sitkamer, badkamer, toilet en kombuis, omhein met draad.

Die koper moet 'n deposito van 10% (tien per centum) van die koopprys, Balju vir die Hooggeregshof, se fooie en agterstallige belastinge betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is die waarborg aan die Balju vir die Hooggeregshof, binne 30 (dertig) dae na datum van die verkoping verstrekte word.

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

Geteken te Pretoria op hierdie 17de dag van Januarie 1994.

D. C. Haasbroek, vir Haasbroek & Boezaart, Prokureurs vir Eiser, Tweede Verdieping, Momentum Westoring, Pretoriusstraat, Pretoria. (Tel. 322-4401.) (Verw. D. C. Haasbroek/608/93.)

Case 22224/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Pegasus Travels (Pty) Ltd**, Plaintiff, and **International Travellers Service**, First Defendant, and **Andrew A. Dinkin**, Second Defendant, and **Hermelin Fertig**, Third Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), dated 28 September 1993, in the above-mentioned matter, a sale by public auction will be held by the Sheriff of the Supreme Court, Johannesburg, 24 February 1994 at 10:00, at 131 Marshall Street, Johannesburg, without a reserve price, the purchase price to be subject to the approval of the Plaintiff, and the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court, Johannesburg, and which will be read by him in respect of the sale in execution of the undermentioned property owned by the Defendant:

Remaining extent of Erf 1242, Bezuidenhout Valley Township, Registration Division IR, Transvaal, measuring 448 (four hundred and forty-eight) square metres, and Erf 1256, Bezuidenhout Valley Township, Registration Division IR, Transvaal, measuring 982 (nine hundred and eighty-two) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Dwelling built of brick under corrugated iron roof, consisting of entrance-hall, lounge, dining-room, sunroom, three bedrooms and bathroom. *Outbuildings:* Garage with servant's room and toilet.

Terms: Auctioneer's charges and 10% (ten per centum) of the purchase price in cash payable by the purchaser, immediately after the bid has been accepted, the balance against transfer to be secured by a bank or a building society to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff of the Supreme Court, Johannesburg, within 30 (thirty) calendar days after the date of sale and in addition, transfer duties, costs of transfer, arrear rates and taxes, interest due to the Creditor from the date of sale of the property to date of transfer and other charges necessary for the said transfer upon the request by the attorney for the Execution Creditor.

Dated at Randburg this the 26th day of January 1994.

Le Roux Meyer Assenmacher Attorneys, c/o Stan Stander, Eighth Floor, Zambezi House, 44 Von Wielligh Street, Johannesburg; P.O. Box 4771, Randburg, 2125. (Tel. 789-6802.) (Ref. C. le Roux/CP0002.)

Case 22224/93

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

In the matter between **Pegasus Travels (Pty) Ltd**, Plaintiff, and **International Travellers Service**, First Defendant, and **Andrew A. Dinkin**, Second Defendant, and **Hermelin Fertig**, Third Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), dated 28 September 1993, in the above-mentioned matter, a sale by public auction will be held by the Sheriff of the Supreme Court, Johannesburg, on 24 February 1994 at 10:00, at 131 Marshall Street, Johannesburg, without a reserve price, the purchase price to be subject to the approval of the Plaintiff, and the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court, Johannesburg, and which will be read by him in respect of the sale in execution of the undermentioned property owned by the Defendant:

Portion 1 of Erf 1619, Bezuidenhout Valley Township, Registration Division IR, Transvaal, measuring 506 (five hundred and six) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Dwelling built of brick and brick plaster under an iron and tile roof, consisting of an entrance hall, lounge, four bedrooms, bathroom with bath, basin and toilet, breakfast room, kitchen together with pantry, scullery and laundry and flat consisting of lounge, two bedrooms, kitchen, bathroom with bath, basin and toilet. The main dwelling has been divided into four flatlets. *Outbuildings:* None.

Terms: Auctioneer's charges and 10% (ten per centum) of the purchase price in cash payable by the purchaser, immediately after the bid has been accepted, the balance against transfer to be secured by a bank or a building society to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff of the Supreme Court, Johannesburg, within 30 (thirty) calendar days after the date of sale and in addition, transfer duties, costs of transfer, arrear rates and taxes, interest due to the Creditor from the date of sale of the property to date of transfer and other charges necessary for the said transfer upon the request by the attorney for the Execution Creditor.

Dated at Randburg this the 26th day of January 1994.

Le Roux Meyer Assenmacher Attorneys, c/o Stan Stander, Eighth Floor, Zambezi House, 44 Von Wielligh Street, Johannesburg; P.O. Box 4771, Randburg, 2125. (Tel. 789-6802.) (Ref. C. le Roux/CP0002.)

Saak 733/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Tshisikhawe John Neloheni**, Eerste Verweerder, en **Emma Neloheni**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 25 Februarie 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Saskomeule), ou Warmbadpad, Bon Accord, verkoop word:

1111 GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Grondbrief TL1922/89, grootte 410 (vierhonderd en tien) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Soshanguve hierdie 20ste dag van Januarie 1994.

Haupt & Gerneke, p.a. Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. EB0400.)

Case 9198/91

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Oosthuysen Cornelius Hendrik**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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, Johannesburg, 131 Marshall Street, Johannesburg:

Remaining extent of consolidated Lot 148, Linden Township, which is now known as Remaining Extent of Erf 534, Linden Township, Registration Division IQ, Transvaal, measuring 2 852 m², held by the Defendant under Deed of Transfer T15730/1957, being 79 Eight Street, Linden, Johannesburg.

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

The dwelling consists of lounge, dining-room, three bedrooms, separate w.c., kitchen, laundry, double garage, servant's room and w.c., store-room, two outside bathrooms and w.c., swimming-pool, two studios, two dressing-rooms and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 10th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z23081.) (Ref. Ms Erasmus/cvdn.)

Case 13335/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Phetoe Andries Tlani Nethemia**, First Defendant, and **Phetoe Welhemina Makgatlhe**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 23 February 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 the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Stand 10589, Kagiso Township, Registration Division IQ, Transvaal, measuring 316 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL7652/1991, being 10589 Kagiso.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 4th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z68985.) (Ref. Z68985/FCLS/WR/Mr Brewer/djl.)

Case 13337/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Shields Patrick Carlton**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 23 February 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 195, Mindalore Township, Registration Division IQ, Transvaal, measuring 1 041 m², held by the Defendant under Deed of Transfer T56380/1991, being 16 School Street, Mindalore, Krugersdorp.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, bathroom/w.c., separate shower, kitchen, garage, servant's room, shower/w.c. and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 4th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z69054.) (Ref. Z69054/FCLS/WR/Mr Brewer/djl.)

Case 31538/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Temula David**, First Defendant, and **Temula Priscilla**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 23 February 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 the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 10751, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 410 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL43870/1988, being 10751 Kagiso.

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./shower, and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 4th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z60036.) (Ref. Z60036/FCLS/WR/Mr Brewer/djl.)

Case 24000/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Strickland Kevin David**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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, Johannesburg, 131 Marshall Street, Johannesburg:

Portion 36, of Erf 483, Oakdene Township, Registration Division IR, Transvaal, measuring 2 265 m² held by the Defendant under Deed of Transfer T8921/1988, being 63 Johan Meyer Street, Oakdene, Johannesburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, study, four bedrooms, two and a half bathrooms, kitchen, scullery, double garage, servant's room, two store-rooms, bathroom/w.c., dressing-room, snooker room, bar and jacuzzi.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 10th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z74841.) (Ref. Ms Erasmus/cvdm.)

Case 28868/93
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 **Crowe Peter William**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 589, Bassonia Extension 1 Township, Registration Division IR, Transvaal, measuring 933 m², held by the Defendant under Deed of Transfer T36349/1988, being 39 Rooigras Street, Bassonia Extension 1.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 10th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z77795.) (Ref. Ms Erasmus/cvdm.)

Case 18168/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Muntz Mervin Booi**, First Defendant, and **Muntz Sharon Rose**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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 the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Stand 6652, Eldoradopark Township, Registration Division IQ, Transvaal, measuring 570 m², held by the Defendants under Deed of Transfer T373/1992, being 102 Silver Street, Eldoradopark.

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

The dwelling consists of lounge, three bedrooms, bathroom/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 4th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account Z72418.) (Ref. Z72418/FCLS/WR/Mr Brewer/djl.)

Case 5616/93

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

In the matter between **Johannesburg Municipal Second Pension Fund**, Plaintiff, and **Edmund Papale**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 19 July 1993, and a warrant of execution, the undermentioned property will be sold on 25 February 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 7272, Vosloorus Extension 9, Boksburg, known as Erf 7272 (Koekoe Lemao Crescent, Vosloorus Extension 9, Boksburg), measuring 336 square metres. Held under Deed of Transfer TL22431/1989.

Improvements: Single storey dwelling with tiled roof consisting of three bedrooms, bathroom, lounge and kitchen. (To the best of our knowledge and information).

Terms and conditions:

1. 10% (ten per centum) of the purchase price, to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.
2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff's fees.
3. The purchaser shall be liable for all outstanding rates and taxes.
4. The complete conditions of sale may be inspected at the office of the Deputy Sheriff, Boksburg.

Dated at Boksburg on this the 19th day of January 1994.

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

Case 22340/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Carolus Sheldon Graham**, First Defendant, and **Carolus Cecilia Bernadette**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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 the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

Erf 215, Naturena Township, Registration Division IR, Transvaal, measuring 800 m², held by the Defendants under Deed of Transfer T29489/91, being 24 Crystal Avenue, Naturena.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, two bathrooms, kitchen, garage and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 10th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Erasmus/cvdr.) (Account No.: Z74686.)

Case 3804/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Meyer Sandra Matilda**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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, Johannesburg, 131 Marshall Street, Johannesburg:

Stand 122, Newlands Township, Registration Division IQ, Transvaal, measuring 248 m², held by the Defendant under Deed of Transfer T17692/1992, being 137 Waterfall Street, Newlands, Johannesburg.

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

The dwelling consists of entrance-hall, lounge, family-room, kitchen, two bedrooms, bathroom/w.c., store-room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 10th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Erasmus/cvdm.) (Account No.: Z64818.)

Case 15327/91
PH 267

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

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Clark Alfred Simon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 718, Eldorado Park Township, Registration Division IQ, Transvaal, measuring 357 m², held by the Defendant under Deed of Transfer T31477/86, being 24 Iridium Avenue, Eldorado Park, Johannesburg.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, two bathrooms, kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price 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 10th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Erasmus/cvdm.) (Account No.: Z22991.)

Case 26886/93
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 **Sunshine Property Investments (Pty) Limited**, First Defendant, and **Neumann Burckhard**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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 the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 1744, Jeppestown Township, Registration Division IR, Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer T19863/1988, being 36 Scott Street, Jeppestown.

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

The dwelling consists of entrance-hall, lounge/dining-room, two bedrooms, bathroom/w.c., kitchen, double garage, servant's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 10th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Erasmus/cvdm.) (Account No.: Z74538.)

Case 1495/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Hoosen Robert Raymond**, 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, 24 February 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:

Portion 78 of Erf 5447, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, measuring 468 m², held by the Defendant under Deed of Transfer T56442/88, being 12 Mapena Slot, Ennerdale Extension 9, Odin Park, Vereeniging.

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 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 10th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z40868.) (Ref. Ms Erasmus/cvdn.) [Or refer to: Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)]

Case 24255/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Michie Rodney**, First Defendant, and **Michie Yvonne Marlene**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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 the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 606, Robertsham Township, Registration Division IR, Transvaal, measuring 833 m², held by the Defendants under Deed of Transfer T29557/1991, being 13 Giles Street, Robertsham, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, five bedrooms, bathroom/w.c., kitchen, servant's room, w.c. and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 10th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z54506.) (Ref. Ms Erasmus/cvdn.)

Case 22235/91
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Ferrier Sydney Aubry**, First Defendant, and **Ferrier Philomena Brenda**, 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, 24 February 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 17 of Erf 4277, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, measuring 360 m², held by the Defendants under Deed of Transfer T34950/87, being 17 Vivianite Close, Ennerdale Extension 5, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, two bathrooms 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 on this the 10th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z28099.) (Ref. Ms Erasmus/cvdr.) [Or refer to: Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400) (Ref. Mr Bouwman.)]

Case 4137/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Makhubo Reuben**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 23 February 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 13677, Kagiso Extension 8 Township, Registration Division IQ, Transvaal, measuring 375 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL54131/1989, being 13677 Kagiso Extension 8, Krugersdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, lounge, 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 on this the 4th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z60774.) (Ref. Z60774/FCLS/WR/Mr Brewer/djl.)

Case 13214/93
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 **Abrahams Samuel Joseph**, First Defendant, and **Abrahams Ellie Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 24 February 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 303, Mid-Ennerdale, Registration Division IQ, Transvaal, measuring 496 m², held by the Defendants under Deed of Transfer T50018/88, being 303 Fourth Avenue, Mid-Ennerdale.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, study, three bedrooms, two bathrooms/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 10th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z69235.) (Ref. Ms Erasmus/cvdr.) [Or refer to: Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)]

Case 28866/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Patel Ashok Kumar**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 437, Bertrams Township, Registration Division IR, Transvaal, measuring 447 m², held by the Defendant under Deed of Transfer T8526/93, being 37 Kimberley Road, Bertrams.

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, kitchen and three 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 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 10th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z77849.) (Ref. Ms Erasmus/cvdm.)

Case 23982/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Hart Robert Philip Belcher**, First Defendant, and **Burnett Stephan James**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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 the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 5, as shown and more fully described on Sectional Plan SS105/1981, in the building or buildings known as Queen Anne, measuring 51 m², held by the Defendants under Certificate of Registered Sectional Title ST105/1981 (5) (UNIT), being 105 Queen Anne, corner of Bruce and Claim Streets, Hillbrow, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, bedroom, 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 on this the 10th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z54259.) (Ref. Ms Erasmus/cvdm.)

Saak 80047/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Carel David Kruger**, Verweerder

Erf 363, Vaaloewer, Registrasieafdeling IQ, Transvaal, groot 769 vierkante meter, geleë te Jakkalsstraat 363, Vaaloewer, T65197/1990, eksekusieveiling gehou te die Landdroskantore, Generaal Hertzogstraat, Vanderbijlpark, op Vrydag, 4 Maart 1994 om 10:00, aan die hoogste bieder:

Volgens inligting wat Eiser kon bekom is gesegde eiendom in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Die eiendom se sonering is onbepaald. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê ter insae by die kantore van die Balju, Vanderbijlpark en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 3% (drie persent) plus BTW tot 'n maksimum bedrag van R6 000 en/of 5% (vyf persent) plus BTW op 'n maksimum bedrag van R20 000, van die totale koopprys.

Geteken te Pretoria op hierdie 27ste dag van Januarie 1994.

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844/5/6/7)
(Verw. mev. Olivier.)

Saak 74852/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaanleenthede**, Eiser, en **Alvise Zoppoloto**, Verweerder

Hoewe 72, Chartwell-landbouhoewes JQ, groot 3,4261 hektaar, geleë te Sixthstraat, Chartwell-landbouhoewes, T6343/1976, eksekusieveling te Landdroshof, Jan Smutslaan, Randburg, op 9 Maart 1994 om 10:00, aan die hoogste bieder:

Volgens inligting wat Eiser kon bekom is gesegde eiendom in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Die sonering van die eiendom is onbepaald. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Randburg, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 3% (drie persent) plus BTW tot 'n maksimum bedrag van R6 000 en/of 5% (vyf persent) plus BTW op 'n maksimum bedrag van R20 000, van die totale koopprys.

Geteken te Pretoria op hierdie 27ste dag van Januarie 1994.

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844/5/6/7)
(Verw. mev. Van Niekerk.)

Saak 74849/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaanleenthede**, Eiser, en **Pamela Sotzik**, Verweerder

Hoewe 105, Farmall-landbouhoewes-uitbreiding 1, JQ, groot 2,5139 hektaar, geleë in Homestead Road, Farmall-landbouhoewes-uitbreiding 1, No. T1609/1968.

Hoewe 106, Farmall-landbouhoewes-uitbreiding 1, JQ, groot 2,2802 hektaar, geleë in Homestead Road, Farmall-landbouhoewes-uitbreiding 1, T10554/1979, eksekusieveling te Landdroshof, Jan Smutslaan, Randburg, op 9 Maart 1994 om 10:00, aan die hoogste bieder.

Bogemelde eiendom word apart verkoop en nie as 'n eenheid nie.

Volgens inligting wat Eiser kon bekom is gesegde eiendom in 'n geproklameerde dorp en is die eiendomme verbeter met basiese munisipale dienste en is verder onverbeterd. Die sonering van die eiendomme is onbepaald. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Randburg, en bevat onder andere die volgende voorwaardes:

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, binne 14 dae na die datum van verkoping.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 3% (drie persent) plus BTW tot 'n maksimum bedrag van R6 000 en/of 5% (vyf persent) plus BTW op 'n maksimum bedrag van R20 000, van die totale koopprys.

Geteken te Pretoria op hierdie 27ste dag van Januarie 1994.

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844/5/6/7)
(Verw. mev. Van Niekerk.)

Case 17930/93
PH 609IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **NBS Bank Limited**, Plaintiff, and **Van der Merwe, Ernst Hendrik**, First Defendant, and
Van der Merwe, Riana Marietha, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed hereunder will be sold on 24 February 1994 at 10:00, at the offices of the Sheriff, Fourth Floor, Standard Chambers, Germiston, to the highest bidder:

Portion 315 (portion of Portion 7/132) K.A.L. Klippoortjie Park, Registration Division IR, Transvaal, held under Deed of Transfer T2858/91, situated at 1 Suikerbos Place, Klippoortjie, Germiston, 1401.

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

Improvements: Residential dwelling without outbuildings.

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

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

Dated at Johannesburg on this the 27th day of January 1994.

Van Staden & Booysen, 10th Floor, NBS Building, 38 Rissik Street, P.O. Box 7085, Johannesburg, 2000. (Tel. 333-3521) (Fax. 333-2103.)

Case 26440/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Rudolf Stefan Balzer**, Defendant

A sale will be held at NG Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 22 February 1994 at 10:00:

Erf 1032, in the Township of Silverton Extension 5, Registration Division JR, Transvaal, measuring 805 (eight hundred and five) square metres, known as 889 Fiskaal Street, Silverton Extension 5.

Particulars are not guaranteed:

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

Inspect conditions at Sheriff Pretoria North East, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313) (Ref. N1/B-369527/JAA/M. Oliphant.)

Case 28402/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Naidoo Phyllis**, First Defendant, and **Naidoo Nathan N.O.**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg, Thursday, 24 February 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 the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 660, Mayfair Township, Registration Division IQ, Transvaal, measuring 248 m², held by the Defendants under Deed of Transfer T16605/91, being 56 Bird Street, Mayfair, Johannesburg.

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

The dwelling consists of entrance hall, lounge, three bedrooms, bathroom/w.c./shower, kitchen, pantry, single garages, servant's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 10th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Account No. Z45061) (Ref. Ms Erasmus/cvdm.)

Case 11269/92

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Keith Victor Felix**, First Defendant, and **Geroma Felicity Felix**, Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 24 November 1992 and a warrant of execution, the undermentioned property will be sold on 25 February 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf Portion 168 of Erf 846, Reiger Park Extension 1, Boksburg, known as 1 Springer Circle, Reiger Park Extension 1, Boksburg, measuring 165 square metres, held under Deed of Transfer T33550/1987.

Improvements: Single storey dwelling with tin roof consisting of three bedrooms, dining-room, lounge, kitchen, bathroom with toilet and sunroom.

(To the best of our knowledge and information).

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.
2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff's fees.
3. The purchaser shall be liable for all outstanding rates and taxes.
4. The complete conditions of sale may be inspected at the office of the Deputy Sheriff, Boksburg.

Dated at Boksburg on this the 19th day of January 1994.

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

Case 78743/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Pamela Amelia Stone**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 22 February 1994 at 10:00:

Portion 1 of Erf 2037, situated in the Township of Villieria, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 565 27th Avenue, Villieria, Pretoria.

Particulars are not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom, laundry and pantry, staffroom, toilet and single garage.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770x313) (Ref. N1/B-392359/JAA/M. Oliphant.)

Case 76698/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ursula Lorraine Cloete**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 22 February 1994 at 10:00:

(a) Section 177 as shown on Sectional Plan SS 61/80 in the building Muckleneuk Lanterns, situated at Remaining Extent 763, Muckleneuk, City Council of Pretoria, measuring 102 (one hundred and two) square metres; and

(b) an undivided share in the common property in the land and building held under Number Deed of Transfer ST73643/92 dated 31 July 1992, known as Flat 234, Muckleneuk Lanterns, corner of Walker and Bourke Streets, Muckleneuk.

Particulars are not guaranteed:

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

Inspect conditions at Sheriff, Pretoria Central, Sinodale Centre, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313) (Ref. N1/B-387592/JAA/M. Oliphant.)

Case 7129/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Theunis Johannes Vermeulen**, 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, 25 February 1994 at 11:00:

Erf 427, situated in the Township of Theresapark Extension 1, Registration Division JR, Transvaal, measuring 1 328 square metres, known as 935 Barbara Street, Theresapark Extension 1.

Particulars are not guaranteed:

Vacant land.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770) [Ref. N1/B-387532 (363032)/JAA/M. Oliphant.]

Case 6219/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Johan Botha**, First Defendant, and **Dalina Johanna Jacoba Botha**, 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, 25 February 1994 at 11:00 of:

Portion 1 of Erf 1281, situated in the Township of Pretoria North, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 449 Suider Street, Pretoria North.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, single and double garages, servant's 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-376889/JAA/J. S. Herbst.)

Case 72896/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Irma Lategan**, Defendant

A sale will be held at the Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 22 February 1994 at 10:00 of:

Section 3, as shown on Sectional Plan SS51/1981, in the building Ninon, situated at Sunnyside Township, Local Authority of Pretoria, measuring 40 square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer ST92635/92, dated 13 October 1992, known as Flat 103, Ninon, 150 Johnston Street, Sunnyside.

Particulars are not guaranteed.

Bachelor flat with lounge, dining-room, kitchen and bathroom.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-392315/JAA/J. S. Herbst.)

Case 80991/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Cornelius Johannes Opperman**, Defendant

A sale will be held at the Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 22 February 1994 at 10:00 of:

Section 19, as shown on Sectional Plan SS 33/82, in the building Jacqmar, situated at Erf 746, Muckleneuk Township, Local Authority, City Council of Pretoria, measuring 47 square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer ST73657/92, known as Flat 208, Jacqmar, 245 Walker Street, Muckleneuk.

Particulars are not guaranteed.

Bachelor flat with lounge, kitchen and bathroom.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-392370/JAA/J. S. Herbst.)

Saak 12884/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Pieter Gerhardus Botha**, Eerste Verweerder, en **Martha Magdalena Botha**, Tweede Verweerder

'n Verkoop word gehou op die plaas Klipplaatdrift (by die woonhuis) deur die Balju op 25 Februarie 1994 om 10:00, van:

1. Resterende Gedeelte van Gedeelte 5, van die plaas Klipplaatdrift 82, Registrasieafdeling HP, Transvaal, groot 185,0409 hektaar, gehou kragtens Akte van Transport T53586/1990. Besonderhede word nie gewaarborg nie.

Oop stoor (swak toestand), boorgat met windpomp. Evkomkrag. Goeie droë lande.

2. Resterende Gedeelte van Gedeelte 6, van die plaas Klipplaatdrift 82, Registrasieafdeling HP, Transvaal, groot 383,8733 hektaar, gehou kragtens Akte van Transport T86020/89. Besonderhede word nie gewaarborg nie.

Toegebooue stoor, steen en sink 360 (driehonderd-en-sestig) vierkante meter met afdak 120 (eenhonderd-en-twintig) vierkante meter. Melkstal 90 (negentig) vierkante meter [huisves 10 (tien) beeste] toegebou, steen en sinkdak. Staalkonstruksiestoor, toegebou, steen en sink, groot 200 (tweehonderd) vierkante meter. Woonhuis (swak toestand), woonstel (redelike toestand), toegebooue stoor steen en sink (swak toestand) 200 (tweehonderd) vierkante meter. 8 (agt) arbeidershuise, steen en sink (redelike toestand). Twee boorgate, een toegerus met windpomp. Goeie weiding. Hoofsaaklik droë lande. Evkomkrag.

Roetebeskrywing: Vanaf Poskantoor, Leeudoringstad, deur duikweg, draai regs met Kommandodriftpad, links met die Klipspruitteerpad. Teerpad word later grondpad. Hou aan, let op wegwysers.

Besigtig voorwaardes by Balju, Wolmaransstad.

Tim du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. Dr. Viljoen/LB.)

Case 22493/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ESKOM Finance Company (Pty) Ltd**, Plaintiff, and **Ernest Livesly Strachan**, First Defendant, and **Gezina Wilhelmina Strachan**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Kriel, at the Magistrate's Court, Kriel, on 23 February 1994 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff, Kriel, 15 Edwill Street, Kriel, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 2231, Kriel, Extension 8 Township, Registration Division IS, Transvaal, measuring 1 080 (one thousand and eighty) square metres, held by the Defendants under Deed of Transfer T65394/1992.

This property is situated at 53 Kingfisher Street, Kriel, Transvaal.

The property is improved as follows: Entrance-hall, dining-room, three bedrooms, toilet, lounge, kitchen, bathroom/shower, single-storey dwelling-house. No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 27th day of January 1994.

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

Case 22494/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ESKOM Finance Company (Pty) Ltd**, Plaintiff, and **Philemon Philly Ntombela**, First Defendant, and **Dinah Matina Ntombela**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, at the Magistrate's Court, Delville Street, Witbank, on 25 February 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank, and which will be read by him at the time of the sale, of the following property owned by Defendants:

All right, title and interest in the leasehold in respect of Portion 25 (a portion of Portion 1) of Erf 1057, Phola Township, Registration Division IS, Transvaal, measuring 286 (two hundred and eighty-six) square metres, held by the Defendants under certificate of registered grant of Leasehold TL49761/1989.

This property is situated at House 1057, 25 Duvenhage Street, Phola Township, Witbank, Transvaal.

The property is improved as follows: Lounge, three bedrooms, store, kitchen, bathroom and toilet. Single-storey dwelling-house. No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 28th day of January 1994.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eastern Province Building Society**, Eiser, en **Elizabeth Swart**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju, Pretoria-Sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, op 22 Februarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju, te Visagiestraat 228, Pretoria, voor die verkoping ter insae sal lê:

Eiendom: Deel 47, in die gebou bekend as Noordzicht, soos meer volledig sal blyk uit Deelplan SS61/84, groot 34 (vier-en-dertig) vierkante meter, beter bekend as Noordzichtwoonstel 75, Bourkestraat 125, Sunnyside, Pretoria, bestaande uit eenmanwoonstel met 'n badkamer en kombuis (geen waarborg word in hierdie verband deur ons gegee nie).

Voorwaardes: 10% (tien per centum) van die koopprys en afslaersgede in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart Prokureurs, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/Juf Stoltz/BE0154.)

Saak 11806/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eastern Province Building Society**, Eiser, en **Rina Alletta Botha**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju van Pretoria-Sentraal, te Sinodalesentrum, Visagiestraat 234, Pretoria, op 22 Februarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju te Visagiestraat 228, Pretoria, voor die verkoping ter insae sal lê:

Eiendom: Deel 9, in die gebou bekend as Kareehof, soos meer volledig sal blyk uit Deelplan SS56/1981, groot 68 vierkante meter, beter bekend as Kareehofwoonstelle 102, Frederikastraat 622, Gezina, Pretoria, bestaande uit twee slaapkamers, sitkamer, eetkamer, kombuis, badkamer en toilet (geen waarborg word in hierdie verband deur ons gegee nie).

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/Juf Stoltz/BE0115.)

Saak 37603/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Oostelike Provinsie Bouvereniging**, Eiser, en **Adriaan Bernardus Ebersohn**, Eerste Verweerder, en **Mariechen Ebersohn**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju van Pretoria-Sentraal te Sinodalesentrum, Visagiestraat 234, Pretoria, op 22 Februarie 1994 om 10:00, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju te Visagiestraat 228, Pretoria, voor die verkoping ter insae sal lê:

Eiendom: Resterende gedeelte van Erf 427, geleë in die dorpsgebied Waverley, Pretoria, Registrasieafdeling JR, Transvaal, groot 1 204 vierkante meter, beter bekend as Walterlaan 1261, Waverley, Pretoria, bestaande uit drie slaapkamers, studeerkamer, sitkamer, eetkamer, kombuis, badkamer, toilet, twee motorhuise, buitekantoor met toilet (geen waarborg word in hierdie verband deur ons gegee nie).

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/Juf Stoltz/BE0158.)

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 30 Julie 1993 sal die hiernavermelde verbeterde eiendom op 25 Februarie 1994 om 09:00, voor die hoofingang van die Landdroshof, Van Veldenstraat, Brits, aan die hoogste bieder gereguleer verkoop word:

Gedeelte 20 ('n gedeelte van Gedeelte 37) van die plaas Kalkheuvel 493, Registrasieafdeling JQ, Transvaal, groot 8,5653 (agt komma vyf ses vyf drie) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T66253/1989.

Aanwysings na die eiendom is neem Krugersdorp/Pretoria snelweg (R28). Draai dan op die Lanseria Lughawepad in die rigting van Lanseria, ongeveer 17,1 kilometer, draai links by "Bushbuck Taxidermists" na ongeveer 1,6 kilometer is Plot 37 aan die linkerkant van die pad.

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 bouverenigingwaarborg ten gunste van die Vonnisiskuldeiser 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 Ludorfstraat 46, Brits.

Geteken te Krugersdorp op hierdie 11de dag van Januarie 1994.

A. B. Louw, vir J. B. Hugo & Cronje, Tweede Verdieping, Alliedgebou, Markstraat, Posbus 115, Krugersdorp. (Tel. 660-7361.) (Verw. mnr. Louw/ab 10542/51818.)

Saak 5346/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Johanna Sophia Kok**, Eksekusieskuldeiser, en **Mrs Hellen Emmerencia Behrmann**, Eksekusieskuldenaar

Ter uitwinning van 'n vonnis in die Landdroshof vir die distrik Krugersdorp en eksekusie lasbrief gedateer 7 Desember 1993 sal die hiernavermelde verbeterde eiendom op 23 Februarie 1994 om 10:00, te Klaburnhof 22B, Ockersestraat, Krugersdorp, aan die hoogste bieder gereguleer verkoop word:

Gedeelte 21, Lammermoor-landbouhoewes, Registrasieafdeling JQ, Transvaal, groot 3,6412 (drie komma ses vier een twee) hektaar, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T30865/1993.

Die volgende inligting word verskaf aangaande die verbeterings, alhoewel geen waarborg daaromtrent gegee kan word nie: Huis gepleister onder teëldak met staalvensters, bestaande uit sitkamer, gesinskamer, eetkamer, studeerkamer, drie badkamers, vyf slaapkamers, gang, kombuis, opwaskamer, tuin, bediendekamer en dubbelmotorhuis.

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 bouverenigingwaarborg ten gunste van die Vonnisiskuldeiser 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 Klaburnhof 22B, Ockersestraat, Krugersdorp.

Geteken te Krugersdorp op hierdie 6de dag van Januarie 1994.

A. B. Louw, vir J. B. Hugo & Cronje, Tweede Verdieping, Alliedgebou, Markstraat, Posbus 115, Krugersdorp. (Tel. 660-7361.) (Verw. mnr. Louw/ab 12787/52496.)

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

In die saak tussen **United Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Martin Michael Prinsloo**, Eerste Eksekusieskuldenaar, en **Magaret Prinsloo**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Februarie 1994 om 09:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 2 Rhodesfield, Transportakte gehou onder titelakte T32789/91, grootte 1 222 (eenduisend tweehonderd twee-en-twintig) vierkante meter, ook bekend as Ansonstraat 4, Rhodesfield, Kempton Park.

Beskrywing: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, garage, swembad, kombuis, oprit. Alles onder teeldak, eiendom is heeltemal omring.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
2. Die koper sal 10% (tien persent) as a deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op die 26ste dag van Januarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 5789/93

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

In die saak tussen **United Bank**, 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **J. J. van der Wath**, Eerste Eksekusieskuldenaar, en **E. Rabie**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Februarie 1994 om 09:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1822, Van Riebeeck Park-uitbreiding 16, transportakte gehou onder Titelakte T67381/92, grootte 1 087 (eenduisend sewe-en-tagtig) vierkante meter, ook bekend as Lindastraat 31, Van Riebeeck Park-uitbreiding 16, Kempton Park.

Beskrywing: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, garage, oprit, kombuis, alles onder sinkdak. Eiendom is omring deur drie betonmure en een draadomheining.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.

3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op die 26ste dag van Januarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 12929/93

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

In die saak tussen **Allied Bank**, 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **Phillipus Albertus Bronkhorst**, Eerste Eksekusieskuldenaar, en **Kathleen Joy Bronkhorst**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Februarie 1994 om 09:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf Eenheid 12, in die skema bekend as Sundown Manor, ten opsigte van die eiendom of gebou/e geleë te Erf 1099, Birch Acres-uitbreiding 3, Registrasiedivisie IR, Transvaal, transportakte gehou onder Sertifikaat van Geregistreeerde Deeltitel ST567-12/92, grootte 79 (nege-en-sewentig) vierkante meter, ook bekend as 12 Sundown Manor, Kapokvoëllaan, Birch Acres-uitbreiding 3, Kempton Park.

Beskrywing: Sitkamer, badkamer, toilet, twee slaapkamers, garage, kombuis, oprit. Alles onder teëldak. Eiendom is omring deur betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op die 26ste dag van Januarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 12821/93

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

In die saak tussen **Allied Bank**, 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **Andre Jacob Bouma**, Eerste Eksekusieskuldenaar, en **Hester Magdalena Aletta Bouma**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Februarie 1994 om 09:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 935, Rhodesfield-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, transportakte gehou onder Titelakte T33808/92, grootte 1 017 (eenduisend-en-sewentien) vierkante meter, ook bekend as Mary Baileystraat 6, Rhodesfield-uitbreiding 1, Kempton Park.

Beskrywing: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, garage, motorafdak, kombuis, oprit. Alles onder teëldak. Eiendom omring deur betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
 2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
 3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.
- Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op die 26ste dag van Januarie 1994.

M. J. Hertz, vir Van Rensburg, Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 17406/93

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

In die saak tussen **United Bank**, 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **Stephanus Antonie Ferero**, Eerste Eksekusieskuldenaar, en **Maria Magdalena Johanna Ferero**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Februarie 1994 om 09:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju.

Sekere Erf 1537, Brichleigh-uitbreiding 5-dorpsgebied, transportakte gehou onder Titelakte T14780/93, groot 992 (nege-honderd twee-en-negentig) vierkante meter, ook bekend as Christostraat 21, Brichleigh-uitbreiding 5, Kempton Park.

Beskrywing: Sitkamer, twee en 'n half badkamers, eetkamer, twee toilette, vier slaapkamers, twee garages, kombuis, familie/TV-kamer, swembad, oprit. Alles onder teëldak. Eiendom is heeltemal omring.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
 2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
 3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.
- Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op 26 Januarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

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

In die saak tussen **Allied Bank**, 'n Divisie van ABSA Bank, Eksekusieskuldeiser, en **Jacque van der Berg**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Februarie 1994 om 09:00, te Parkstraat 8, Kempton Park, 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 de kantoor van die bogemelde Balju:

Sekere Erf, Eenheid 15, in die skema bekend as Aneenwoonstelle, ten opsigte van die land en gebou geleë te Erf 2768, Kempton Park-uitbreiding 8, transportakte gehou onder Sertifikaat van Geregistreerde Deeltitel ST75/86 (15) (unit), groot 34 (vier-en-dertig) vierkante meter, ook bekend as Aneenwoonstelle 15, Gladiatorstraat 3, Kempton Park.

Beskrywing: Sitkamer, badkamer, kombuis, toilet. Alles onder teëldak.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op die 26ste dag van Januarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 12935/93

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

In die saak tussen **Allied Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Bronislaw Tadeusz Gawel**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Februarie 1994 om 09:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erf: Oorblywende gedeelte van Erf 2767, Kempton Park, Registrasieafdeling IR, Transvaal.

Transportakte No.: Gehou onder Sertifikaat van Geregistreerde Deeltitel ST105443/92, grootte 102 (eenhonderd-en-twee) vierkante meter, ook bekend as Fanmarhof 2, Albatrosstraat, Kempton Park.

Beskrywing: Sitkamer, badkamer, toilet, twee slaapkamers, garage, kombuis en alles onder sinkdak.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op die 26ste dag van Januarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 16590/93

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

In die saak tussen **United Bank**, 'n divisie van ABSA Bank, Eksekusieskuldeiser, en **Cornelius Willem Petrus Steyn**, Eerste Eksekusieskuldenaar, en **Mathilda Steyn**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof, sal 'n verkoping sonder reserwes deur die Balju, Kempton Park, op 26 Februarie 1994 om 09:00, te Parkstraat 8, Kempton Park, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere erf: Erf 552, Estherpark-uitbreiding 1-dorpsgebied.

Transportakte No.: Gehou onder Titelakte T85560/92, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Rooigomstraat 13, Estherpark, Kempton Park.

Beskrywing: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, garage, kombuis, swembad, alles onder teëldak en eiendom omring deur betonmure.

Verbeterings is nie gewaarborg nie.

Die hiernagenoemde eiendom sal vir verkoping aangebied word, en die tersaaklike verkoopvoorwaardes is as volg:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word.
2. Die koper sal 10% (tien persent) as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Kempton Park.

Geteken te Kempton Park op die 26ste dag van Januarie 1994.

M. J. Hertz, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Button.)

Saak 11766/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eiser, en **C. A. Moore**, Eerste Verweerder, en **A. D. English**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 22 Desember 1992 en 'n lasbrief vir eksekusie gedateer 19 Januarie 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 9 Maart 1994 om 11:00:

Erf 455, Rynfield-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 859 vierkante meter, geleë te Maraisstraat 7, Rynfield, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer. Buitegeboue bestaande uit drie motorhuise.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Princeslaan 84, Benoni.
2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Landdroshofwet No. 32 van 1933, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni hierdie 27ste dag van Januarie 1994.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/mev. Maartens CC1956.)

Case 13321/93

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 **Andries Andrew Mashiloane**, Defendant

In pursuance of a judgment of the above Honourable Court dated 9 November 1993, the following property will be sold in execution on Friday, 4 March 1994 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder viz:

Erf 821, Dawnpark Extension 2 Township, Registration Division IR, Transvaal, measuring 802 (eight hundred and two) square metres.

Property also known as 6 Riaana Street, Dawnpark, Boksburg, comprising of three bedrooms, two bathrooms, lounge, dining-room, double garage, payroom, gezebo and swimming-pool.

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 on 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, Boksburg, immediately prior to the sale may be inspected at his offices at 182 Leeuwpoot Street, Boksburg.

Dated at Germiston on this the 28th day of January 1994.

A. L. Freedman, for M. Levine & Freedman, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/50197 (G).]

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Ian Murray Laird Brebner**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without a reserve will be held at the office of the Sheriff of the Supreme Court, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on 22 February 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 1421, Ferndale Extension 3 Township, Registration Division IQ, Transvaal, area 1 942 (one thousand nine hundred and forty-two) square metres, situation 9 Peter Street, Ferndale.

Improvements (not guaranteed): Single storey dwelling. Brick under tiles, twelve rooms, kitchen, scullery and three and a half bathrooms.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, 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 this the 25th day of January 1994.

Helen Ellis, for Norton-Lambrianos, Plaintiff's Attorney, Fourth Floor, 66 Smal Street, Johannesburg. (Tel. 886-3433.)
(Ref. Mr Lambrianos/F497/B5/MM.)

Saak 2414/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Natal Bouvereniging Bpk.**, Eksekusieskuldeiser, en **Dr Mkhwanazi N.O.**, in sy hoedanigheid as verteenwoordiger in die boedel van wyle N. E. Mkhasi, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 14 September 1993, word die hierna vermelde eiendom op Vrydag, 25 Februarie 1994 om 10:00, voor die Landdroskantoor, Jan van Riebeeckstraat, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Erf 2590, geleë in Wesselton Dorpsraad, Registrasieafdeling IT, Transvaal, groot 481 (vierhonderd een-en-tagtig) vierkante meter, eiendom geleë te Erf 2590, Wesselton Dorpsraad, die eiendom is verbeter.

Voorwaardes van verkoping:

Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Landdroshof van Ermelo uitgelees sal word lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is tien persent (10%) van die koopprijs aan die Balju van die Landdroshof, Ermelo, betaal, en vir die balans van die koopprijs moet die koper 'n bank- of bougenootskapwaarborg aan die Balju van die Landdroshof van Ermelo lewer binne dertig (30) dae na datum van verkoping.

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

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge, indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo op hede die 25ste dag van Januarie 1994.

B. J. Wheeler, vir Dr M. M. Nolte, 11 De Clercqstraat, Posbus 146, Ermelo, 2350. (Verw. mev. Wolmarans/BL155.)

Saak 6719/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Limited** (51/00009/06), Eiser, en **Mjwayeli Charlie Mazibuko**, Eerste Verweerder, en **Moitheri Rebecca Mazibuko**, Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 17 November 1993 die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 4 Maart 1994 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 159, in die dorpsgebied Sebokeng Eenheid 6-uitbreiding 5, Registrasieafdeling IQ, Transvaal, groot 450 (vierhonderd en vyftig) vierkante meter.

Verbeterings ten opsigte waarvan geen waarborge gegee word nie: Drie slaapkamerhuis met sitkamer, kombuis en badkamer.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

Gedateer te Vanderbijlpark op hede die 21ste dag van Januarie 1994.

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

Saak 368/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRIEL GEHOU TE KRIEL

In die saak tussen **ABSA Bank Beperk** (United Bank Divisie), Eiser, en **M. J. & M. L. da Encarnacao**, Verweerder

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in die bogemelde saak op 6 Julie 1993 toegestaan is, op 16 Februarie 1994 om 11:00, te die Landdroskantoor, Kriel, naamlik in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Kriel, vir 'n tydperk van 7 (sewe) dae voor die verkoping, te wete:

Sekere Erf 715, in die dorpsgebied Kriel-uitbreiding 2, Registrasieafdeling IS, Transvaal, groot 986 (nege agt ses) vierkante meter, gehou kragtens Akte van Transport T63752/90.

Straatadres: Plumstraat 13, Kriel, Transvaal.

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 of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer, van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle belasting, heffing ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser betaal.

Geteken te Kriel.

F. J. le Roux, Eerste Verdieping, Mega Plaza, Walterstraat, Posbus 149, Kriel.

Saak 811/91

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

In die saak tussen **Stadsraad Kempton Park**, Eiser, en **A. I. Bearehell**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 22 November 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Baljukantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder op 26 Februarie 1994 om 09:00:

Erf 1831, Norkem Park-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 362 (eenduisend driehonderd twee-en-sestig) vierkante meter, bekend as Caledonrivierlaan 80, Norkem Park.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, in so ver dit van toepassing mag wees.

2. Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Woonhuis: Leë erf. Buitegebou.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% (agtien persent) per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Negende Verdieping, Unitedgebou, Sentraallaan 16A, Privaatsak 53, Kempton Park.

Saak 10087/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Oupa Jonas Motlose**, Eerste Verweerder, en **Moleboheng Elizabeth Motlose**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis wat die Landdros van Pietersburg, toegestaan het op 8 Desember 1993 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 16 Maart 1994 om 10:00, by die eiendom bekend as Limpopolaan 41, Penina Park, Pietersburg, aan die hoogste bieder, naamlik:

Erf 135, geleë in die dorp Peninapark, Pietersburg, Registrasieafdeling LS, Transvaal, gehou kragtens Transportakte T17810/93, groot 1 092 (eenduisend en twee-en-negentig) vierkante meter.

Die eiendom kan omskryf word soos volg: Woonhuis geleë te Limpopolaan 41, Penina Park, Pietersburg, en bestaande uit teëldakwoning, ingangsportaal, sitkamer, eetkamer, kombuis, opwaskamer, drie slaapkamers, twee badkamers, dubbel-motorhuis en toilet.

Terme: Die veilingskoste plus 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne dertig (30) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 24ste dag van Januarie 1994.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioniersentrum, Maréstraat 52, Posbus 496, Pietersburg.
(Verw. mnr. Nel/hgf/ANU007.)

Saak 1634/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **Wesley Sodean Kock**, Eerste Verweerder, en **Venessa Hazel Kock**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 10 Desember 1993 sal die ondervermelde eiendom geregtelik verkoop word op 25 Februarie 1994 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 1727, Dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 570 vierkante meter, gehou kragtens Titellakte T52594/1989.

Die volgende verbeterings is verskaf maar nie gewaarborg nie: Enkelverdiepingwoonhuis onder 'n teëldak bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Voorwaardes: 10% (tien persent) van die koopsom, in kontant op die dag van verkoping en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, 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.

D. J. de Beer, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. De Beer DT N27/93.)

KAAP • CAPE

Case 2729/93

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

In the matter between **Municipality of Cape Town**, Plaintiff, and **Mr Salie Brenner**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, dated 1 July 1993, the following will be sold in execution on 24 February 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 112140 (portion of Erf 75426), Cape Town at Southfield, 499 (four hundred and ninety-nine) square metres, held by Deed of Transfer T712/1980, situated at 8 Heath Road, Parkwood Estate.

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 bank 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, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 17827/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town**, Plaintiff, and **Fleur Francis**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 6 August 1993, the following will be sold in execution on 24 February 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 10491 (portion of Erf 7299), Mitchells Plain, 160 (one hundred and sixty) square metres, held by Deed of Transfer T28644/1992, situated at 58 Tulip Street, Lentegur, 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. 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 bank 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, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 37949/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Gustav Marthinus Johannes Pieterse**, Eerste Verweerder, en **Amelia Pieterse**, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 5 April 1993, sal die ondergemelde eiendom verkoop word op 25 Februarie 1994 om 14:15, by die hoofingang van Nuwe Geregshoue, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid.

Erf 1005, Walmer, in die munisipaliteit en afdeling Port Elizabeth, groot tweeduisend eenhonderd en agt-en-negentig), gehou kragtens Transportakte T44212/92, ook bekend as Prospectweg 183, Walmer, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom:

(a) 'n Losstaande baksteenwoonhuis met asbesdak bestaan uit vier slaapkamers, sit- en eetkamer, kombuis, twee en 'n half badkamers, gesinskamer en studeerkamer.

(b) 'n Losstaande baksteen buitegebou met asbesdak, enkelmotorhuis, motorafdak, bediendekamer, werkkamer en stoorkamer.

Geteken te Port Elizabeth op die 17de dag van Januarie 1994.

Stulping Delpot Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case 17537/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town**, Plaintiff, and **Petrus Matthys**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 27 July 1993, the following will be sold in execution on 24 February 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 26388 (portion of Erf 21741), Mitchells Plain, 145 (one hundred and forty-five) square metres, held by Deed of Transfer T66993/1991, situated at 5 Beechcroft 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. 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, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town**, Plaintiff, and **Gregory Denvor Prinsloo**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 3 August 1993, the following will be sold in execution on 24 February 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 10779 (portion of Erf 17106), Mitchells Plain, 140 (one hundred and forty) square metres, held by Deed of Transfer T10307/1992, situated at 65 Daffodil Street, Lenteguur, 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. 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, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 1466/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **ABSA Bank Beperk**, Eiser, en **P. R. Bains** en **Z. Smith**, Verweerders

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 25 Februarie 1993, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 28 Februarie 1994 om 11:00, op die perseel te Acasiasingel 10, Belhar, 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 17286, Bellville, in the munisipaliteit van Bellville en afdeling van die Kaap, groot 520 (vyfhonderd en twintig) vierkante meter, gehou kragtens Transportakte T11268/90, ook bekend as Acasiasingel 10, Belhar.

Betaalvoorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne 14 (veertien) 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 31ste dag van Desember 1993.

Bornman & Hayward, vir A. H. der Kinderen, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Case 5663/93

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 **Reginald Roy Samual Luck**, First Defendant, and **Yvonne Joan Luck**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg and a warrant of execution dated 15 November 1993, the following property will be sold in execution on 23 February 1994 at 10:00, in front of the Wynberg Magistrate's Court, Kerk Street, Wynberg, to the highest bidder:

Certain: 34440 Mitchells Plain.

Measuring 135 (one hundred and thirty-five) square metres.

Known as 122 Metropolitan Street, Beacon Valley.

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 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 7th day of January 1994.

M. M. Garber, for Bredell & Murray, Plaintiff's Attorneys, Document Exchange, 38 Shortmarket Street, Cape Town. (Docex. 204, Johannesburg.) (Ref. Mrs Mazzola/Mrs van Zyl/L19.)

Case 39251/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Body Corporate Marine Mansions Building No. SS131/91**, Plaintiff, and
Percy Robert la Grange, First Defendant, and **Muriel Elizabeth la Grange**, Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Cape Town in the above-mentioned suit, a sale will be held at 8 Marine Mansions, Clarens Road, Sea Point, on Tuesday, 8 March 1994 at 09:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Cape Town:

Section 8 as shown and more fully described on Sectional Plan SS 131/91, in the building or buildings known as Marine Mansions and situated at Sea Point in the Municipality of Cape Town, Cape Division, of which section the floor area according to the sectional plan is 64 square metres in extent, together with an undivided share in the common property in the land and building/buildings, shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in the schedule endorsed on the said sectional plan and held under Certificate of Registered Sectional Title ST9910/1992 and situated at 8 Marine Mansions, Clarens Road, Sea Point.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 64 square metres dwelling comprising bedroom, lounge, kitchen, bathroom and toilet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

4% (four per centum) on the proceeds of the sale (minimum charges R50) (fifty rand).

Dated at Cape Town this 18th day of January 1994.

William Inglis, Plaintiff's Attorneys, 53 Church Street, P.O. Box 67, Docex 88, Cape Town. (Tel. 22-2084) (Ref. Mr J. Luitingh/cf/S1520/3936.)

Case 2903/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **M. D. Mapolisa**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 2 December 1993 and subsequent warrant of execution, the following property will be sold in execution at Queenstown, on 18 February 1993 at 10:00, at the offices of the Magistrate, Magistrate's Offices, Queenstown, namely:

Erf 1150, Mlungisi, in the Administrative District of Queenstown, in extent 810 (eight hundred and ten) square metres.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 12 Tylden Street, Queenstown, and contain *inter alia* the following provisions:

10% (ten per centum) of the purchase price on date of sale.

2. Balance of purchase price plus interest, subject to variation in terms of the rates charges by the Plaintiff from time to time, reckoned from the date hereof, to be guaranteed with 14 (fourteen) days of date of sale.

3. Possession subject to any lease agreement.

4. Reserve price to be read out at sale.

Dated at Queenstown this 10th day of January 1994.

C. S. Fiveash & Marsberg, Attorney for Plaintiff, 26 Robinson Road, Queenstown, 5320. (Ref. P. J. Cloete/lb.)

Case 841/91

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedperm Bank Limited versus Gcobani Mtya, N.O.

In pursuance of a judgment dated 1 July 1992 and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 18 February 1994 at 15:00:

Erf 50119, KwaZakhele, Administrative District of Port Elizabeth, in extent 524 (five hundred and twenty-four) square metres, situated at 119 Salamntu Street, Kwazakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling consisting of a shop.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A. A. Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges 5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R200 plus VAT, are also payable on date of sale.

Dated 20th day of January 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

IN THE SUPREME COURT OF SOUTH AFRICA
(Northern Cape Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Roelof Jacobus Petrus van Tonder**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Market Square, Kimberley, on Thursday, 24 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Deputy Sheriff, Woodley Street, Kimberley, prior to the sale:

Erf 3268, situated in the City and District of Kimberley, measuring 2 368 square metres, held by Deed of Transfer T1805/1975 (also known as 3 Fraser Road, Monument Heights, Kimberley).

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

Thatch roof residential property with lounge, dining-room, family room, kitchen, laundry/scullery, four bedrooms, two garages, servants' quarters 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 date of sale.

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

Dated at Kimberley on this day of January 1994.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 50/54 Jones Street, Kimberley.

Case 1396/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Northern Cape Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Boikie Thomas Lekopa**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Market Square, Kimberley, on Thursday, 24 February 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Deputy Sheriff, Woodley Street, Kimberley, prior to the sale:

Certain Erf 527, Ipopeng, situated in the Township of Ipopeng in the Municipality of Galeshewe and Administrative District of Kimberley, measuring 380 square metres, held by Deed of Transfer TL200/1991 (also known as 527 Lillian Matsane Lane, Galeshewe, Kimberley).

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

Single residential property, three bedrooms, kitchen/dining-room under tiles.

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 date of sale.

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

Dated at Kimberley on this day of January 1994.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 50/54 Jones Street, Kimberley.

Case 15867/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **James O'Melrose**, Plaintiff, and **Dudley Yule Brooks**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa and writ of execution dated 21 April 1993, the property listed hereunder, and commonly known as 5 Withycombe Close, Constantia, will be sold in execution at 5 Withycombe Close, Constantia, on Wednesday, 23 February 1994 at 13:00, to the highest bidder:

Erf 7473, Constantia, situated in the Local Council of Constantia Valley, Cape Division, in extent 1 536 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 four 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 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 Supreme Court, 110 Maynard House, Maynard Road, Wynberg.

Dated at Cape Town this 14th day of January 1994.

N. W. Muller, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, St George's Mall, Cape Town. (Ref. NWM/avw/M.586.)

Case 36978/93

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 **Johannes Miggels**, Defendant

In pursuance of a judgment dated 30 November 1993 and an attachment on 11 January 1994, the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 18 February 1994 at 14:15:

Erf 791, Motherwell, NU3, Phase 2, Administrative District of Uitenhage, in extent 220 (two hundred and twenty) square metres, situated at 47 Ngabangaba Street, Motherwell, NU3.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges 4% (four per centum) are also payable on date of sale.

Dated at Port Elizabeth on this the 18th day of January 1994.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 24955/93

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

ABSA Bank Limited, trading as United Bank *versus* **Eugene Andrew Makola**

The following property will be sold in execution by public auction held at Bellville Court, to the highest bidder on 21 February 1994 at 14:00:

Erf 15112, Bellville, in the Local Area of Belhar, Cape Division, in extent 593 (five hundred and ninety-three) square metres, held by Deed of Transfer T43214/93, situated at 8 Homer Road, Belhar, Matroosfontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, laundry, four bedrooms, bathroom, toilet, outside buildings, single garage and toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of January 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 14581/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Virginia Ntombomzi Willard**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 7 July 1993, the following immovable property will be sold in execution on Friday, 23 February 1994 at 10:00, Magistrate's Court, Kokstad, to the highest bidder:

Lot 967, Bhongweni, Administrative District of Mount Currie, in extent two hundred and seventy-six (276) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 967, Bhongweni Township, Kokstad, which property consists of land improved by a single storey dwelling-house under brick and tile, comprising two bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

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, Kokstad, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, Kokstad, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 12th day of January 1994.

Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 28655/93

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 **Carl Speres**, First Defendant, and **Charlene Lodewyks**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville and writ of execution, dated 1 December 1993, the property listed hereunder, and commonly known as 9 Tamarisk Street, Weelway Park East, Durbanville, will be sold in execution at the premises on Thursday, 24 February 1994 at 10:15, to the highest bidder:

Erf 3202, Durbanville, in the Municipality of Durbanville, Cape Division, in extent 992 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 four bedrooms, lounge, dining-room, kitchen, two bathrooms, toilet, double garage and swimming-pool.

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 6th day of January 1994.

Syfret Godlonton-Fuller Moore Inc., for I. Broodryk, 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1592.)

Case 8483/92

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ismail Mohammed**, Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution, dated 7 August 1992, the property listed hereunder, and commonly known as 5 Spurwing Drive, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Thursday, 24 February 1994 at 09:00, to the highest bidder:

Erf 4201, Blue Downs, situated in the Lower Kuils River, 1 Local Area, Division of Stellenbosch, in extent 319 square metres.

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

Single-storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of January 1994.

Syfret Godlonton-Fuller Moore Inc., for I. Broodryk, 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1208.)

Case 10202/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Edmond Kenneth Visser**, First Defendant, and **Berenice Jenette Mourice**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 18 October 1993, the property listed hereunder and commonly known as 16 Tarentaal Road, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, at the premises on Thursday, 24 February 1994 at 09:00, to the highest bidder:

Erf 7950, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 310 square metres.

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

Single-storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of January 1994.

Syfret Godlonton-Fuller Moore Inc., for I. Broodryk, 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1554.)

Case 13818/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Sarina Elizabeth Davids**, Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 29 November 1993, the property listed hereunder and commonly known as 9 Tarentaal Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Thursday, 24 February 1994 at 09:00, to the highest bidder:

Erf 7979, Blue Downs, situated in the Blue Downs Local Area, Division of Stellenbosch, in extent 364 square metres.

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

Single-storey residence built of cement blocks with tiled roof, comprising 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, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th day of January 1994.

Syfred Godlonton-Fuller Moore Inc., for I. Broodryk, 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1588.)

Case 9054/90

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Robert Vincent Borez**, First Defendant, and **Venessa Lavena Borez**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 5 November 1990, the property listed hereunder and commonly known as 19 Elands Road, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Thursday, 24 February 1994 at 09:00, to the highest bidder:

Erf 6175, Blue Downs, in the Lower Kuils River 1 Local Area, Cape Division, in extent 382 square metres.

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

Single-storey residence built of cement blocks with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th day of January 1994.

Syfred Godlonton-Fuller Moore Inc., for I. Broodryk, 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.132.)

Case 579/93

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Samuel Goosen**, First Defendant, and **Christina Marianna Goosen**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Paarl, and writ of execution dated 1 March 1993, the property listed hereunder, and commonly known as 14 Cinsant Close, Nederburg Heights, Paarl, will be sold in execution in front of the Magistrate's Court, Paarl, on Monday, 28 February 1994 at 11:00, to the highest bidder:

Erf 18221, Paarl, in the Municipality and Administrative District of Paarl, in extent 236 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, open-plan 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, Paarl, 40 Du Toit Street, Paarl. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 19th day of January 1994.

I. Broodryk, for Syfred Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1413.)

Saak 4277/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES

In die saak tussen **Oostelike Provinsie Bouvereniging**, Eiser, en **Sayed Younos Allie**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 22 Februarie 1994 om 11:00, op die plek te Firgrove Meat Market, ou Hoofweg, Firgrove:

Erf 552, Firgrove, in die plaaslike gebied Macassar, afdeling Stellenbosch, groot 1 564 vierkante meter, gehou deur die Verweerder kragtens Transportakte T24219/93, gedateer 10 Maart 1993.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 16,75% (sestien komma sewe 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 Winkelkompleks bestaande uit 'n slaghuis, bakkerij, haarsalon, supermark en twee vakante winkels.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Somerset-Wes, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 17de dag van Januarie 1994.

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.)

Saak 18334/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

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

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, en 'n eksekusielasbrief gedateer 14 Julie 1993, sal die ondergemelde eiendom verkoop word op 25 Februarie 1994 om 14:15, by die nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju van die Landdroshof, Port Elizabeth-Wes:

Erf 9267, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 301 vierkante meter, ook bekend as Cherrylaan 33, Bethelsdorp, Port Elizabeth.

Gedateer te Port Elizabeth op hierdie 14de dag van Januarie 1994.

Rohan Greyvenstein, vir Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. R. Greyvenstein/sh/Z11625.)

Case 13752/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Jacobus Louis van Staden**, and **Sarah Johanna van Staden**

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 Kuils River on Wednesday, 23 February 1994 at 09:00:

Erf 5723, Blue Downs, in the Local Area of Blue Downs, in extent 167 (one hundred and sixty-seven) square metres, held by Deed of Transfer T39035/93 and situated at 11 Peppertree, Hindle Park, Kuils River, 7580.

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, Bellville.

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 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 this the 14th day of January 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22725.)

Case 14316/93

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

ABSA Bank Limited, trading as **Allied Bank**, *versus* **John David Hennies** and **Anna Serina Hennies**

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 Kuils River on Wednesday, 23 February 1994 at 09:00:

Erf 4605, Blue Downs, in the Local Area of Blue Downs, in extent 274 (two hundred and seventy-four) square metres, held by Deed of Transfer T62398/91 and situated at 7 Desere Street, Hindle Park, Blue Downs, 7100.

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, Bellville.

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 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 this the 14th day of January 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22774.)

Saak 2790/92

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **Nedperm Bank Beperk**, Eiser, en **J. J. Christians**, Eerste Verweerder, en **mev. E. D. Christians**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 18 Augustus 1992, in bogemelde aangeleentheid sal die eiendom, bekend as Secondstraat 10, Tennantville, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Secondstraat 10, Tennantville, Stellenbosch, op 1 Maart 1994 om 11:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Stellenbosch, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een tiende van die koopprys sal betaal word in kontant of by wyse van 'n bank-gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 9721, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 204 (tweehonderd en vier) vierkante meter, gehou deur die Verweerder kragtens Transportakte T60397/91 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee slaapkamers, sitkamer, kombuis, badkamer, toilet, asbes dak en draadomheining. 'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 17de dag van Januarie 1994.

G. J. Erasmus, vir Cluver Markotter, S A Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/TL/30221.)

Case 612/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Mogamat Omar Petersen**, Plaintiff, and **Reuben Henry Sedras**, First Defendant, and **Lorna Patricia Sedras**, Second Defendant

The following property will be sold in execution on Tuesday, 1 March 1994 at 14:00, at 24 Grange Court, Westridge, Mitchells Plain, to the highest bidder:

Erf 19978, Mitchells Plain, Municipality of Cape Town, Division Cape, in extent 151 (one hundred and fifty-one) square metres, held by T31052/1992, situated at 24 Grange Court, Westridge, Mitchells Plain.

1. The following improvements are reported but not guaranteed: A brick dwelling consisted of three bedrooms, bathroom, kitchen and lounge/dining-room and carport under an asbestos roof.

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 plus interest at the current rate of 18,5% (eighteen comma five per cent) per annum on the amount of the Plaintiff'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.

3. *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 on this the 19th day of January 1994.

C. K. Friedlander, Shandling & Volks, Plaintiff's Attorneys, 54 Shotmarket Street, Greenmarket Place, Cape Town.
(Ref. L. E. Rousseau/JT.)

Case 14645/93

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

In the matter between **Investec Bank Limited**, Plaintiff, and **R. C. Y. Patterson**, Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Wynberg, dated 1 June 1993, and writ of execution dated 1 June 1993, the following will be sold in execution on 1 March 1994 at 12:00, at the site, being:

Erf 8521, Constantia, in the Area of the Local Council of Constantia Valley, Cape Division, in extent 3 961 square metres, also known as 5 Belair Drive, Constantia.

The following improvements are reported to the property but not guaranteed: Single-storey dwelling built of brick and under asbestos, consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and laundry.

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. *Payment:*

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

2.3 Interest shall be paid on—

2.3.1 the amount of the Plaintiff's claim at the rate of 16,75% (sixteen comma seven five per centum) for each month or part thereof from the date of the sale to date of registration of transfer;

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. *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.

K. Sloth-Nielsen, Second Floor, Groote Kerk Building, Adderley Street, Cape Town.

Case 279/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Municipality of Cape Town**, Plaintiff, and **Gerome Malcom Jacobs**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 6 July 1993, the following will be sold in execution on 24 February 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 4417 (portion of Erf 21728), Mitchells Plain, 220 (two hundred and twenty) square metres, held by Deed of Transfer T47676/1989, situated at 3 Tiber Close, Portlands, 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. 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, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 17833/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **Municipality of Cape Town** Plaintiff, and **Hendrik Februarie**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 11 August 1993, the following will be sold in execution on 24 February 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 5722 (portion of Erf 21730), Mitchells Plain, 207 (two hundred and seven) square metres, held by Deed of Transfer T13471A/1992, situated at 19 Niger Close, Portlands, 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. 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, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 17330/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between **Municipality of Cape Town**, Plaintiff, and **Dudley George Frank van der Vent**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain dated 9 July 1993, the following will be sold in execution on 24 February 1994 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 44299 (portion of Erf 28291), Mitchells Plain, 280 (two hundred and eighty) square metres, held by Deed of Transfer T72094/88, situated at 5 St Blaize Street, 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. The purchase price shall be paid as to 10% (ten per cent) 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 amounts 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, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 1615/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

ABSA Bank Limited, trading as United Bank, *versus* **Dirk Jacobus Kotze**,

The following property will be sold in execution by public auction held at 25 Wilge Avenue, Rustdal, to the highest bidder on 25 February 1994 at 10:00:

Erf 286, Rustdal, in the Local Area of Rustdal, Division of Stellenbosch, in extent 883 (eight hundred and eighty-three) square metres, held by Deed of Transfer T4056/86, situated at 25 Wilge Avenue, Rustdal.

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 hallway, family room/bar, kitchen/laundry, bathroom/shower, swimming-pool, single garage and double garage.

3. **Payment:** 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this the 29th day of December 1993.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 21637/92

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

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Kenmills Investments (Pty) Limited**, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Bellville, in the above matter, a sale will be held on Monday, 28 February 1994 at 11:00, and at the property of the following immovable property:

Remainder of Erf 10215, Goodwood, in the Local Area of Elsie's River, Cape Division, in extent 419 (four hundred and nineteen) square metres, held by Deed of Transfer T46546/86, situated at 150 Halt Road, Elsie's River, 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. $\frac{1}{10}$ (one tenth) 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 14 (fourteen) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed:

A shop with stores and ablutions used as business premises.

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 Goodwood and at the offices of the undermentioned auctioneers:

Permanent Trust Association, 11th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/120884.)

Case 4805/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Monica Witbooi**, Execution Debtor.

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 2 June 1992, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Kuils River, to the highest bidder on 25 February 1994 at 09:00:

Erf 592, Mfuleni, in the area of the Town Council of Mfuleni, Administrative District of Stellenbosch, in extent 104 (one hundred and four) square metres.

Street address: 4 Buya Lane, Mfuleni, Blackheath.

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: Brick building consisting of bedroom, bathroom/toilet, lounge and kitchen.

(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 centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19.5% (nineteen come five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this the 29th day of December 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 55846/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **Peco Formance Cape (Pty) Ltd**, Eiser, en **Mitchells Care Sales**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 31 Augustus 1993, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 24 Februarie 1994 om 14:00, op die perseel te Stevenweg 5A, Tokaiverw, 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 9896, Constantia, in die gebied van die Plaaslike Raad, Constantia Valley, afdeling Kaap, groot 729 (sewehonderd nege-en-twintig) vierkante meter, gehou kragtens Transportakte T64683/1988, ook bekend as Stevenweg 5A, Tokai.

Betaalvoorwaardes: Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag; saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veer moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Posbus 162, Wynberg. (Tel. 761-2116.)

Gedateer te Bellville hede die 5de dag van Januarie 1994.

A. H. der Kinderen, vir Bornman & Hayward, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* EDITH NOLUSAPO MBONISWA

MITCHELLS PLAIN CASE No. 3817/93

The Property: All right, title and interest in the leasehold in respect of Erf 3441, Guguletu, in the area of Ikapa Town Council, Administrative District of the Cape (NY 38, No. 37, Guguletu).

In extent: 227 square metres.

Improvements (not guaranteed): Single dwelling, asbestos sheeting roof, 3 bedrooms, 1 bathroom (toilet and handbasin), lounge, dining-room, kitchen, outside bathroom, toilet, incomplete garage.

Date of sale: 21 February 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Materials 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.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* NTSIKELELO JOHN NONGALAZA married in community of property to Synthia Nongalaza

WYNBERG CASE No. 12348/92

The Property: All right, title and interest in the leasehold in respect of Erf 29, Guguletu, in the area of jurisdiction of the Town Committee of Ikapa (NY 144, No. 16, Guguletu).

In extent: 476 square metres.

Improvements (not guaranteed): Single dwelling, asbestos sheeting roof, 4 bedrooms, lounge, dining-room, kitchen, 2 bathrooms, 1 en-suite, 1 garage.

Date of sale: 21 February 1994 at 10:00.

Place of sale: Magistrate's Court, Wynberg.

Materials 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 13594/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mrs F. K. Hassan**, Defendant

In pursuance of a judgment of the above Honourable Court and a Warrant of Execution dated 10 June 1993, the following property will be sold on 18 February 1994 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 13163 East London (Braelynn Township Extension 2) Municipality and Division of East London, in extent 325 (three hundred and twenty five) square metres, held under T3193/91, known as 29 Maple Leaf Avenue, Braelyn Heights, East London.

The sale aforesaid will take place at the property itself being:

29 Maple Leaf Avenue, Braelyn Heights, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deeds of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:

A conventional dwelling under asbestos roof comprising one lounge, two bedrooms, kitchen, dining-room and bathroom.

Dated at East London on this 11th day of January 1994.

Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suit 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/tj.)

Case 13580/93

IN THE MAGISTRATE'S COURT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Limited, trading as Allied Bank, *versus* **Andrew Lionel Manho** and **Sophia Magdalene Manho**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 25 February 1994 at 09:00:

Erf 6870, Blue Downs, in the Blue Downs Local Area, Division of Stellenbosch, in extent 240 (two hundred and forty) square metres, held by Deed of Transfer T50492/91, situated at 4 Empire Gate, High Gate, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, lounge/dining-room, kitchen and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 11th day of January 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 6332/93

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

In the matter between **First National Bank of SA Ltd**, Plaintiff, and **Mervyn Williams**, First Defendant, and **Gertruida Williams**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 23 July 1993, the under-mentioned property will be sold in execution at the Magistrate's Court, Kuils River, on Tuesday, 22 February 1994 at 09:00:

Erf 1314, Hagley, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 378 (three hundred and seventy-eight) square metres and comprising of brick building under tiled roof, lounge, three bedrooms, bathroom, toilet and kitchen, and known as 4 Sir Galahad Street, Camelot, Blue Downs.

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 date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow on this the 4th day of January 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak 2638/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Bloemfontein Board Nominees Beperk**, Eiser, en **Adriaan Johannes Koen**, 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 voor die Landdroskantore te Douglas, op Vrydag, 25 Februarie 1994 om 10:00, naamlik:

Sekere: Gedeelte 22 (Makoenskloof), van die plaas Reads Drift 74, geleë in die afdeling Herbert, groot 1 808,0817 (eenduisend agthonderd en agt komma nul agt een sewe) hektaar.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit 'n woonhuis in redelike toestand. Stoor met afdak, stoorkamers, enjinkamer en twee arbeidershuise van steen en sink. 20 hektaar ontwikkelde besproeiingsgrond in vier kampe en 1 788 hektaar weiding verdeel in ses kampe. Grensdrade van jakkalsproef. Drie boorgate met windpomp, twee sementdamme en voldoende veesuipings.

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 te Sarel Cilliersstraat 12, Douglas, gedurende kantoorure.

J. C. Pretorius, p.a. Naudes, Eiser se Prokureur, Trustfonteingebou, Posbus 153, Bloemfontein.

Case 3228/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Mr Johannes Lodewyk Jaftha**, and **Elizabeth Christina Jaftha**

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 Kuils River, on Wednesday, 23 February 1994 at 09:00.

Erf 5633, Eerse River, in the Local Area of Blue Downs, in extent 344 (three hundred and forty-four) square metres, held by Deed of Transfer T62131/90 and situated at 26 Thistle Street, Stonybrook Village, Eerste River, 7100.

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, Bellville.

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 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 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 6th day of January 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z18211.)

Case 7252/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Rudolf John Smith**, and **Winifred Fransina Rachel Smith**

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, 61 Ventura Terrace, Bernadino Heights, Kraaifontein, 7570, on Wednesday, 23 February 1994 at 11:00:

Erf 2683, Scottsdene, in the Local Area of Scottsdene, in extent 270 (two hundred and seventy) square metres, held by Deed of Transfer T84264/92, and situated at 61 Ventura Terrace, Bernadino Heights, Kraaifontein, 7570.

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, Bellville.

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 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 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 6th day of January 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z20001.)

Case 10173/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Frederick Johannes van Zyl** and **Cornelia Susanna van Zyl**

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, 58 12th Avenue, Kraaifontein, 7570, on Thursday, 24 February 1994 at 11:15:

Remainder Erf 3714, Kraaifontein, in the Municipality of Kraaifontein, in extent 545 (five hundred and forty-five) square metres, held by Deed of Transfer T36915/93, and situated at 58 12th Avenue, Kraaifontein, 7570.

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, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, kitchen, five bedrooms, two bathrooms/w.c./shower, staff room 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 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 Bellville on the 6th day of January 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z21264.)

Case 13903/91

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Hendrik Jacobus van der Merwe**

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, 6 Littlewood Street, Marinda Park, Kuils River, 7580, on Wednesday, 23 February 1994 at 10:00:

Erf 4807, Kuils River, in the Municipality of Kuils River, in extent 654 (six hundred and fifty-four) square metres, held by Deed of Transfer T41178/1991, and situated at 6 Littlewood Street, Miranda Park, Kuils River, 7580.

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, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, dining-room, kitchen, bathroom, three bedrooms and double 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 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 6th day of January 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP WU7287.)

Case 31025/93

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

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Jacob Rudolph Fransman**, First Judgment Debtor, and **Fredricka Elizabeth Fransman**, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, dated 20 August 1993, and warrant of execution against immovable property dated 20 August 1993, the following property will be sold in execution at the site, being 103 Allenby Drive, Retreat, on Friday, 25 February 1994 at 12:00, to the highest bidder:

Erf 82660, Cape Town, at Retreat, in the City of Cape Town, Cape Division, in extent 543 (five hundred and forty-three) square metres, held by Deed of Transfer T26072/1969, situated at and also known as 103 Allenby Drive, Retreat.

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

The property consists of a brick dwelling consisting of three bedrooms, bathroom, kitchen, lounge under a tile roof.

Conditions of sale:

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

2. 10% (ten per centum) of the purchase price shall be paid in cash or by bank or building society guaranteed cheque upon signature of the conditions of sale and the full balance together with interest at the current rate of 16% (sixteen per cent) per annum (or ruling interest rate applicable from time to time) calculated on the amount of the Judgment Creditor's claim, which said claim is secured under its first mortgage bond (and in the event of there being any other Preferent Creditor then also the interest payable upon such 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 from the date of sale.

3. The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at the office of the Sheriff for the Magistrate's Court of Wynberg.

Dated at Muizenberg this 6th day of January 1994.

G. P. J. Klopper, Attorneys for Judgment Creditor, Sawas Building, 146 Main Road, Muizenberg. (Tel. 788-1111/2.) (Ref. GK/mc/3526.)

Case 609/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Trevor Stanley Page**, Plaintiff, and **Mondli Hector Makalima**, First Defendant, and **Tabisa Nancy Makalima**, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 15 December 1993, the following property will be sold on 18 February 1994 at 09:00, in the main foyer of the Magistrate's Court, Lower Buffalo Street, East London, to the highest bidder:

Erf 33414, East London (Gompo Town), Division of East London, in extent four hundred and eleven (411) square metres, held by Certificate of Registered Grant of Leasehold TL4123/1992, by the said Mondli Hector Makalima and Tabisa Nancy Makalima, situated at corner of Zitumane Street and Ntshona Street, Gompo Town, East London, being an unimproved erf.

The conditions of sale are available for inspection at the office of the Plaintiff's attorneys, and will be read immediately prior to the sale and include the following material terms:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder and will be sold to the highest bidder without reserve.

2. 10% (ten per cent) of the purchase price will be payable on the day of sale and will be forfeited if the sale is cancelled and the balance of the purchase price with interest thereon at 22% (twenty-two per cent) per annum shall be guaranteed for payment against transfer.

3. The purchaser shall pay all rates, taxes, costs of transfer, auctioneer's commission and advertising in addition to the purchase price.

4. The sale shall be voetstoots.

5. Vacant possession shall be given to the purchaser from the date of sale from which date all risk shall pass to the purchaser.

J. A. Yazbek & Company, Plaintiff's Attorneys, First Floor, Sterling House, 24 Gladstone Street, East London. (Ref. M. A. Yazbek/Miss Halley.)

Case 14175/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **The Anton van Seumeren Trust**, Plaintiff, and **Lyle James Smith**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 10 November 1993, the following property will be sold on 18 February 1994 at 09:00, in the main foyer of the Magistrate's Court, Lower Buffalo Street, East London, to the highest bidder:

Erf 310, Macleantown, Local Area of Macleantown, Division of East London, in extent four thousand and forty-seven (4 047) square metres.

Erf 311, Macleantown, Local Area of Macleantown, Division of East London, in extent four thousand and forty-seven (4 047) square metres, both held by Deed of Transfer T2033/1978, in favour of the said Lyle James Smith, situated at Macleantown, being two unimproved erven.

The conditions of sale are available for inspection at the office of the Plaintiff's attorneys, and will be read immediately prior to the sale and include the following material terms:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder and will be sold to the highest bidder without reserve.

2. 10% (ten per cent) of the purchase price will be payable on the day of sale and will be forfeited if the sale is cancelled and the balance of the purchase price with interest thereon at 22% (twenty-two per centum) per annum shall be guaranteed for payment against transfer.

3. The purchaser shall pay all rates, taxes, costs of transfer, auctioneer's commission and advertising in addition to the purchase price.

4. The sale shall be voetstoots.

5. Vacant possession shall be given to the purchaser from the date of sale from which date all risk shall pass to the purchaser.

J. A. Yazbek & Company, Plaintiff's Attorneys, First Floor, Sterling House, 24 Gladstone Street, East London. (Ref. M. A. Yazbek/Miss Halley.)

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

ABSA Bank Limited (trading as United Bank Limited), *versus* **Clifford Snyman**, and **Debra-Anne Ulrich**

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, 76 De Villiers Road, Kenridge, Durbanville, 7550, on Thursday, 24 February 1994 at 12:00:

Erf 201, Kenridge, in the Municipality of Durbanville, in extent 993 (nine hundred and ninety-three) square metres, held by Deed of Transfer T32470/93, and situated at 76 De Villiers Road, Kenridge, Durbanville, 7550.

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, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, two bathrooms, four bedrooms, servants' quarters, pool and double 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 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 11th day of January 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22043.)

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

In the matter between **Saambou Bank Limited**, Execution Creditor, and **Leriena Maria Slabbert**, Execution Debtor

The following property will be sold in execution at the premises, namely 1105 Edward Heights, Wallace Street, Goodwood, on Thursday, 24 February 1994 at 11:00, to the highest bidder:

Unit 85, as described on Sectional Plan SS131/1981, in the building or buildings known as Edward Heights, situated at Goodwood, in the Municipality of Goodwood, Cape Division, in extent 86 (eighty-six) square metres, held by Certificate of Registered Sectional Title ST131/1981(85)(Unit), also known as 1105 Edward Heights, Wallace Street, Goodwood.

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: Flat with two bedrooms, kitchen, bathroom and separate toilet.

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 19,25% (nineteen 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, Goodwood.

Dated at Cape Town on this 11th day of January 1994.

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/2211 50980.)

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **United Bank**, a division of ABSA Bank Limited, Eiser, en **Kaapstad Herwinning BK** (CK88/20472/23), Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury, en lasbrief van uitwinning gedateer 4 Februarie 1993, sal die volgende eiendom in eksekusie verkoop word, voor die Landdroshof te Piet Retiefstraat, Malmesbury, op 24 Februarie 1994 om 10:00:

Erf 6161, Wesfleur, in die Atlantis Residensiële Plaaslike Gebied, afdeling Kaap, gesoneer as Industriële perseel, groot 1 157 (een een vyf sewe) vierkante meter, ook bekend as Charles Dominiquesingel, Wesfleur, Atlantis, gehou kragtens Akte van Transport T69100/91.

Die volgende verbeterings word gemeld, maar nie gewaarborg nie: Staalstruktuur met steenmure onder asbesdakbedekking.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarvolgens uitgevaardig en van die toepslieke titelakte en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. *Betaling:* Tien persent (10%) van die koopprys moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 18,25% (agtien komma twee vyf persent) per jaar, bereken op die bedrag van die Vonniskskuldeiser 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 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.

3. *Voorwaardes:* Dié volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Malmesbury hierdie 10de dag van Januarie 1994.

H. A. Groenewaldt, vir Groenewaldt Schoeman & Terblanche, Sanlamsentrum, Malmesbury. (Verw. mnr. Groenewaldt/sw/A7892.)

SAak 4954/88**IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE**

In die saak tussen **Phillips Motors**, Eiser, en **D. P. Brewis**, Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof, op 19 Augustus 1988, en 'n lasbrief vir eksekusie uitgevoer op 6 Julie 1993, sal die ondervermelde vaste eiendom per openbare veiling verkoop word voor die Landdroskantore, Durbanstraat, Uitenhage, op Donderdag, 24 Februarie 1994 om 11:00:

Erf 4128, Despatch, in die munisipaliteit Despatch, en afdeling Uitenhage, groot 912 vierkante meter, gehou kragtens Transportakte T30449/1982, geleë te Hofmeyerstraat 21, Despatch.

Verbeterings: 'n Woonhuis met gebruiklike buitegeboue, alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (afslae)rs) koste en vir die balans moet 'n aanneembare bank of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Cuylerstraat 45, Uitenhage.

Gedateer te Uitenhage op hierdie 13de dag van Januarie 1994.

Conradie Pieterse & Kamfer, Prokureurs vir Eiser, Kerkstraat 28B, Posbus 142, Uitenhage, 6230. (Verw. mej. Uys/vj.)

Saak 14043/93**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Boland Bank Bepers**, Eiser, en **Richard Booth**, Eerste Verweerder, en

Maureen Alberta Booth, Tweede Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 23 Februarie 1994 om 10:00, by die eiendom te Keurboomsingel 97, Platteklouf, Parow, te koop aangebied word:

Erf 21358, Parow, in die munisipaliteit Parow, afdeling Kaap, bekend as Keurboomsingel 97, Platteklouf, Parow, groot 1 164 vierkante meter, gehou kragtens Transportakte T54207/91.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Die eiendom bestaan uit 'n leë erf.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Bellville, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, telefoonnommer 948-4061.

Gedateer te Kaapstad op hede die 13de dag van Januarie 1994.

Van der Spuy & Vennote, Prokureurs vir Eiser, Derde Verdieping, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Fax. 418-1329.) [Verw. H. Rubidge/es(WvH).]

IN DIE LANDDROSHOF VIR DIE DISTRIK PIKETBERG GEHOU TE PORTERVILLE

In die saak tussen **Munisipaliteit van Porterville**, Eksekusieskuldeiser, en **Amell Hendricks**, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis van bovermelde Agbare Hof, gedateer 17 Junie 1992, sal die onroerende eiendom hieronder beskryf op Vrydag, 25 Februarie 1994 om 10:00, op die perseel geleë te Proteastraat 33, Porterville, per openbare veiling in eksekusie verkoop word aan die hoogste bieder, sonder reserwe:

Eiendom: Erf 2222, Porterville, in die munisipaliteit Porterville, afdeling Piketberg, groot 328 vierkante meter, gehou kragtens Transportakte T22182/1988.

Woonhuis met buitegeboue.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Tien persent (10%) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopsom, en enige rente wat aan 'n preferente skuldeiser verskuldig mag wees vanaf die datum van verkoping tot en met datum van die registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 dae na datum van verkoping die Eksekusieskuldeiser voorsien met 'n bank- of bougenootskapwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderhewig wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, en die volledige verkoopvoorwaardes kan ingesien word by die kantore van die Balju, Piketberg, en die Eksekusieskuldeiser se prokureurs, Brits & Pretorius, Langstraat 50, Piketberg.

Datum: 11 Januarie 1994.

Brits & Pretorius, Langstraat 50, Piketberg, Kaap. [Tel. (0261) 3-1144.] (Verw. Brits/13033.)

Saak 97/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIKETBERG GEHOU TE PORTERVILLE

In die saak tussen **Munisipaliteit van Porterville**, Eksekusieskuldeiser, en **F. N. Steyl**, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis van bovermelde Agbare Hof, gedateer 9 Junie 1993, sal die onroerende eiendom hieronder beskryf op Vrydag, 25 Februarie 1994 om 11:00, op die perseel geleë te Vleistraat, Porterville, per openbare veiling in eksekusie verkoop word aan die hoogste bieder, sonder reserwe:

Eiendom: Erf 1158, Porterville, in die munisipaliteit Porterville, afdeling Piketberg, groot 2 855 vierkante meter, gehou kragtens Transportakte T19844/1979.

Onbeboende eiendom.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Tien persent (10%) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopsom, en enige rente wat aan 'n preferente skuldeiser verskuldig mag wees vanaf die datum van verkoping tot en met datum van die registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 dae na datum van verkoping die Eksekusieskuldeiser voorsien met 'n bank- of bougenootskapwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderhewig wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, en die volledige verkoopvoorwaardes kan ingesien word by die kantore van die Balju, Piketberg, en die Eksekusieskuldeiser se prokureurs, Brits & Pretorius, Langstraat 50, Piketberg.

Datum: 5 Januarie 1994.

Brits & Pretorius, Langstraat 50, Piketberg, Kaap. [Tel. (0261) 3-1144.] (Verw. Brits/14803.)

Case 10362/93

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

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

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and a writ of execution dated 14 October 1993, the following property will be sold in execution on Tuesday, 15 March 1994 at 10:00, at 29 Altenbury Road, Highbury, Kuils River, to the highest bidder:

Erf 8182, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, in extent 513 (five hundred and thirteen) square metres, held by Deed of Transfer T47304/88, also known as 29 Altenbury Road, Highbury, Kuils River, which property is said, without warranty as to the correctness thereof, to comprise of a single-storey dwelling with two bedrooms, lounge, kitchen, dining-room and bathroom.

Conditions of sale:

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

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof, together with interest on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer. Such interest is to be calculated at the rate prescribed in terms of the Prescribed Rate of Interest Act, No. 55 of 1975, or at the rate of interest payable by the Judgment Debtor to such individual creditors as at the date of this sale or, where applicable, calculated in terms of the relevant mortgage bond/s passed by the Judgment Debtor in favour of such creditors, which ever interest is the higher. The full balance plus such interest is to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of the sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Kuils River, immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River.

Dated at Cape Town on 5 January 1994.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, Docex 82, Cape Town. (Tel. 419-9310.) (Fax. 21-6759.) (Ref. D. Burton.)

Saak 5345/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **Eastern Province Building Society**, Eiser, en **Philippus Schwartz**, Eerste Verweerder, en **Lillian Leonie Schwartz**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik George, gehou te George, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die adres van die eiendom, naamlik Stemmetstraat 7, Blanco, George, op 24 Februarie 1994 om 11:00, van die ondervermelde eiendom van die Verweerders, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

Eiendom: Erf 1538, Blanco, in die munisipaliteit en administratiewe distrik George, groot 420 (vierhonderd en twintig) vierkante meter, beter bekend as Stemmetstraat 7, Blanco, George, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, aparte toilet (baksteenmure met teëldak), dubbel garage (baksteenmure met sinkdak). Geen waarborg word in hierdie verband deur ons gegee nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Alkema Cross & Marais, Prokureurs vir Eiser, Nedbanksentrum 109, Yorkstraat, George. (Verw. J. Marais/E425/E84.)

Case 1237/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GRAAFF-REINET HELD AT GRAAFF-REINET

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd, formerly SA Permanent Building Society), Execution Creditor, and **A. Adams**, First Execution Debtor, and **J. Adams**, Second Execution Debtor, jointly and severally, the one paying, the other to be absolved

In execution of a judgment of the Magistrate's Court for the District of Graaff-Reinet dated 5 November 1993, and in pursuance of an attachment in execution dated 8 November 1993, a sale by public auction will be held in front of the Magistrate's Court, Graaff-Reinet, on Friday, 18 February 1994 at 10:00, of the following immovable property situated at:

40 Pou Street, Kroonvale, Graaff-Reinet.

Zoned: Residential.

Being Erf 3193, Graaff-Reinet, situated in the Municipality and Division of Graaff-Reinet, in extent 446 square metres, held by Andries Adams and Jane Adams, under Deed of Transfer 51169 dated 26 October 1987, and subject to the conditions referred to therein.

The following improvements are situated on the property, although nothing in this respect is guaranteed: Detached conventional type dwelling under pitched iron, with two bedrooms, lounge, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff of the Magistrate's Court, Graaff-Reinet.

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of sale.

Dated at Uitenhage this 12th day of January 1994.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 Permanent Centre, Caledon Street, Uitenhage.

Service address: Nedcor Bank Ltd, 38A Caledon Street, Graaff-Reinet.

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

ABSA Bank Limited, trading as United Bank, *versus* **Clive Leon Stark and Zelda Stark**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 28 February 1994 at 09:00, to the highest bidder:

Erf 3723, Eerste River, in extent 351 square metres, held by T15415/1989, situated at 63 Flamboyant Road, Beverly Park, Eerste River, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room/kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 15,25% (fifteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0422/gl.)

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 23 February 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 17th day of January 1994.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Ref. Mr L. Kemp/CG/C03659.)

Case 2459/92

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

In the matter between **NBS Bank Limited**, Plaintiff and **Mr M. L. Olden**, First Defendant, and **Mrs C. I. Olden**, Second Defendant

In pursuance of the judgment of the Magistrate's Court, Stellenbosch, dated 29 April 1993, and a warrant of execution, the property listed hereunder will be sold in execution on 8 March 1994, at 09:00, 26 Suurbessie Street, The Ridge, Stellenbosch:

Erf 10536, Stellenbosch, in the Municipality and Administrative Division of Stellenbosch, measuring 381 (three hundred and eighty-one) square metres, held by Deed of Transfer T38354/91.

1. The property shall be sold to the highest bidder and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

2. The purchase price will be payable as follows:

(a) 10% (ten per cent) in cash upon signature of the deed of sale.

(b) The balance upon registration of transfer and for this purpose the purchaser shall furnish the Court Sheriff with a bank or building society guarantee within 14 (fourteen) days of the date of sale.

3. The improvements to the property are as follows:

Dwelling-house.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, Stellenbosch.

J. C. Louw Du Plessis & Partners, Security House, Main Road, Strand. [Tel. (024) 853-6901.]

Saak 1739/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **Nedcor Bank Beperk**, Vonnisskuldeiser, en **mnr. Edgar J. en mev. S. Solomons**, Vonnisskuldenaars

Die volgende onroerende eiendom sal in eksekusie verkoop word op 25 Februarie 1994 om 11:30, te Biskopstraat 5, Diazville 926, Saldanha, naamlik:

Erf 7598, Saldanha, geleë in die munisipaliteit Vredenburg-Saldanha, administratiewe distrik Malmesbury, groot 283 vierkante meter, gehou deur Vonnisskuldenaars kragtens Transportakte T4131/92 en onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Verbeterings (nie gewaarborg nie): Twee slaapkamers, skakelhuis met kombuis, sitkamer, asbesdak en draadomheining.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshoue, Wet No. 32 van 1944, en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet No. 3 van 1966 en Wet No. 36 van 1966.

2. Een-tiende van die koopprijs is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprijs tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. (Tel. 02281-42244.)

Saak 1791/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **Nedcor Bank Beperk**, Vonnisskuldeiser, en **Martin C. Rossouw**, Vonnisskuldenaar

Die volgende onroerende eiendom sal in eksekusie verkoop word op 25 Februarie 1994 om 10:30, te Monroestraat, St Helenabaai, naamlik:

Erf 1281, St Helenabaai, geleë in die munisipaliteit St Helenabaai, administratiewe distrik Malmesbury, groot 1 051 vierkante meter, gehou deur Vonnisskuldenaar kragtens Transportakte T74654/91 en onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Verbeterings (nie gewaarborg): Leë erf.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshoue, Wet No. 32 van 1944, en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet No. 3 van 1966 en Wet No. 36 van 1966.

2. Een-tiende van die koopprijs is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprijs tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. (Tel. 02281-42244.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **Nedcor Bank Beperk**, Vonnisskuldeiser, en **Julian R. Metcalfe**, Vonnisskuldenaar

Die volgende onroerende eiendom sal in eksekusie verkoop word op 25 Februarie 1994 om 10:00, te Westpoint-uitbreiding, St Helenabaai, naamlik:

Erf 1095, St Helenabaai, geleë in die munisipaliteit St Helenabaai, administratiewe distrik Malmesbury, groot 2 896 vierkante meter, gehou deur Vonnisskuldenaar kragtens Transportakte T55606/92 en onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Verbeterings (nie gewaarborg): Leë erf.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof, Wet No. 32 van 1944, en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet No. 3 van 1966 en Wet No. 36 van 1966.

2. Een-tiende van die koopprijs is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprijs tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. [Tel. (02281) 4-2244.]

Saak 8013/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Johan Jurgens Steyn**, Verweerder

Ingevolge 'n vonnis deur bogemelde Agbare Hof gedateer 26 Julie 1993, sal 'n verkoping in eksekusie gehou word, op Vrydag, 25 Februarie 1994 om 10:30, te Kafferskuilweg 45, Stilbaai-Wes, wanneer die volgende eiendom deur die Balju van Riversdal aan die hoogste bieder verkoop sal word, naamlik:

Erf 66, Stilbaai-Wes, in die munisipaliteit Stilbaai, afdeling Riversdal, groot 694 vierkante meter, gehou kragtens Transportakte T54647/1984.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Die eiendom is verbeter met 'n klipwoonhuis met rietdak bestaande uit 'n sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toegeboude stoep, buitekamer en stoorkamer.

Die verkoopvoorwaardes kan besigtig word by die kantoor van die Balju vir Riversdal.

Vir verdere navrae skakel (02933) 3-2706.

Gedateer te Kaapstad hierdie 21ste dag van Januarie 1994.

Klerk & Van Gend, Eiser se Prokureurs, Volkskasgebou, Adderleystraat, Kaapstad. [Tel. (02933) 3-2706.]

Saak 5824/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Boland Bank Beperk**, Eiser, en **C. J. Pick**, Eerste Verweerder, en **mev. E. O. Pick**, Tweede Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Vrydag, 25 Februarie 1994 om 10:30, te Brookslaan 22, Paarl-Oos.

Erf 14681, Paarl, in die munisipaliteit en afdeling Paarl, groot 397 (driehonderd sewe-en-negentig) vierkante meter, gehou kragtens Transportakte T8597/1986, synde 'n woonhuis geleë te Brookslaan 22, Paarl-Oos.

Veilingvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalinge van die Landdroshofwet en die reëls daarvolgens uitgevaardig en van die titelbewys in soverre dit van toepassing is.

2. Tien persent (10%) van die koopprijs moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprijs, tesame met rente teen 18,75% (agtien komma sewe vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprijs moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju, geleë te Du Toitstraat 40, Paarl, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Boland Bank Beperk**, Eiser, en **C. Kok**, Eerste Verweerder, en **mev. G. S. Kok**, Tweede Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Vrydag, 25 Februarie 1994 om 10:00, te Cornelissenstraat 17, Paarl-Oos.

Erf 15905, Paarl, in die munisipaliteit en afdeling Paarl, groot 380 (driehonderd-en-tagtig) vierante meter, gehou kragtens Transportakte T64896/1989, synde 'n woonhuis geleë te Cornelissenstraat 17, Paarl-Oos.

Veilingvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Landdroshofwet en die reëls daarvolgens uitgevaardig en van die titelbewys in soverre dit van toepassing is.

2. Tien persent (10%) van die koopprijs moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprijs, tesame met rente teen 21,5% (een-en-twintig komma vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprijs moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goed-gekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju geleë te Du Toitstraat 40, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureur vir Eiser, Thomstraat 36, Paarl.

Case 16840/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **M. M. Paulsen**, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 22 February 1994 at 12:30, at the property of the following immovable property:

Erf 2761, Montague Gardens, Milnerton, Cape, measuring 223 square metres, held by the Judgment Debtor under Deed of Transfer T52397/93, also known as 9 Park Green, Summer Greens, Montague Gardens, Cape, and comprising a single-storey dwelling with three bedrooms, bathroom, kitchen and lounge.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale which may be inspected at the offices of the Sheriff of the Court at Cape Town, and at the offices of the undermentioned auctioneers:

Paramount Auctioneers, Second Floor, Namaqua House, 36 Burg Street, Cape Town. (Tel. 23-6257.) (Ref. S. Penkin.)

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ddt/ad.)

Case 5767/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Nedcor Bank Limited**, Judgment Creditor, and **M. L. Victor**, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 22 February 1994 at 09:30, at the property of the following immovable property:

Erf 19902, Cape Town at Brooklyn, measuring 453 square metres, held by the Judgment Debtor under Deed of Transfer T20332/84, also known as 7 Steenbras Street, Brooklyn, Cape, and comprising a single-storey dwelling with three bedrooms, bathroom, kitchen, lounge and carport.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale which may be inspected at the offices of the Sheriff of the Court at Cape Town, and at the offices of the undermentioned auctioneers:

Paramount Auctioneers, Second Floor, Namaqua House, 36 Burg Street, Cape Town. (Tel. 23-6257.) (Ref. S. Penkin.)

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ddt/ad.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

ABSA Bank Limited, trading as United Bank, *versus* **Monica Martha Simons**

The following property will be sold in execution at the site of the property, 26 Fortress Street, Fackreton, Cape, on Thursday, 3 March 1994 at 12:30, to the highest bidder:

Erf 123225, Cape Town at Maitland, in extent 361 square metres, held by T5307/1990, situated at 26 Fortress Street, Fackreton, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

Flatlet: Lounge, kitchen, bathroom/toilet, three bedrooms and bathroom/shower.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1073/gl.)

Case 1514/93

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Jafta Johannes Ruiters** and **Maurina Marlene Ruiters**

The following property will be sold in execution in front of the Court-house for the District of Caledon, on Friday, 25 February 1994 at 11:00, to the highest bidder:

Erf 358, Villiersdorp, in extent 595 square metres, held by T52146/1986, situated at 232 Buitekant Street, Villiersdorp, Cape.

1. The following improvements are reported but not guaranteed:

Part double storey dwelling: Lounge, dining-room, kitchen, four bedrooms and two bathrooms/toilets.

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 date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3A0488/gl.)

Case 9115/93

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

ABSA Bank Limited (trading as United Bank) *versus* **Andries Abelse**, and **Magda Abelse**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Friday, 25 February 1994 at 10:00, to the highest bidder:

Erf 10035, Wesfleur, in extent 247 square metres, held by T45637/1993, situated at 59 Penelope Street, Avondale, Wesfleur, Atlantis, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0585/gl.)

Case 10085/90

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

ABSA Bank Limited (trading as United Bank) *versus* **Cecil Ernest Smit, and Joan Josephine Smith**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 2 March 1994 at 10:00, to the highest bidder:

Erf 13493, Mitchells Plain, in extent 172 square metres, held by T43932/1989, situated at 9 Aegean, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Semi-detached 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 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. D0U0587/gl.)

Case 395/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited (trading as United Bank) *versus* **Ronald Hendry September, and Adriana Rebecca September**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 2 March 1994 at 10:00, to the highest bidder:

Erf 33950, Mitchells Plain, in extent 162 square metres, held by T31825/1992, situated at 18 Smuts Street, Eastridge, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D2U1606/gl.)

Case 10846/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited (trading as United Bank), *versus* **Peter Jacobus Japtha, and Belinda Japtha**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 2 March 1994 at 10:00, to the highest bidder:

Erf 1527, Mandalay, in extent 512 square metres, held by T55199/1987, situated at 9 Ryan Way, Upper Merrydale, Mandalay, 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 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. D2U1329/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Achmat Adams**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 2 March 1994 at 10:00, to the highest bidder:

Erf 12339, Mitchells Plain, in extent 344 square metres, held by T57054/1987, situated at 20 Anson, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Maisonette: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0001/gl.)

Case 59141/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Mogamat Amien Ismail and Jasmina Ismail**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 2 March 1994 at 10:00, to the highest bidder:

Erf 3668, Mitchells Plain, in extent 243 square metres, held by T1727/1991, situated at 7 Excelsior Street, Westridge, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U1506/gl.)

Case 24393/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Fuad Hendricks**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 2 March 1994 at 10:00, to the highest bidder:

Erf 1157, Weltevreden Valley, in extent 400 square metres, held by T13164/1990, situated at 14 Louise Crescent, Weltevreden Glen, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,25% (one five comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0523/gl.)

Case 5657/91

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

ABSA Bank Limited, trading as United Bank, *versus* **William John de Wee and Denise Rachel de Wee**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 2 March 1994 at 10:00, to the highest bidder:

Erf 6586, Mitchells Plain, in extent 174 square metres, held by T49457/1988, situated at 69 Kweker Road, Westridge, 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% (one five 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. D1U0145/gl.)

Case 16705/89

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

ABSA Bank Limited, trading as United Bank, *versus* **Reginald Bernard Fish and Melanie Viola Fish**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Cape, on Monday, 28 February 1994 at 14:00, to the highest bidder:

Erf 20016, Parow, in extent 296 square metres, held by T37182/1988, situated at 99 Linden Street, Ravensmead, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom, toilet and shower/toilet. Detached garage, store, servant's room and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D9U1069/gl.)

Case 13348/93

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

ABSA Bank Limited, trading as United Bank *versus* **Waleed Lendor**

The following property will be sold in execution in front of the Court-house, for the District of Kuils River, on Monday, 28 February 1994 at 09:00, to the highest bidder:

Erf 398, Blue Downs, in extent 352 square metres, held by T18213/1992, situated at 3 Pine Crescent, Hillcrest Heights, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. D3U0564/gl.)

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 **Olive Gaongalelwe Makgoale**, 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 D3 Springfield Terrace, Queen Street, Woodstock on Tuesday, 8 March 1994 at 10:30, 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, Mandatum House, Barrack Street, Cape Town:

(a) Section 3 as shown and more fully described on Sectional Plan SS193/1992, in the scheme known as Springfield Terrace D in respect of the land and building or buildings situated at Cape Town in the Municipality of Cape Town of which the floor area, according to the sectional plan, is 75 (seventy-five) 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;

and situated at D3 Springfield Terrace, Queen Street, Woodstock.

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

A 75 square metres main dwelling consisting of a living room, three bedrooms, bathroom with water closet and kitchen.

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) and a minimum charges of R100 (one hundred rand).

Dated at Cape Town this 24 January 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (012) 22-2084.] (Ref. W. D. Inglis/cs/S1513/3920.)

Case 15070/93

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 **Mogamat Othman Joshua**, 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 67 Belletuin Park, Crescent Road, Ottery, on Wednesday, 16 March 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

(a) Section 53 as shown and more fully described on Sectional Plan SS175/1982, in the scheme known as Belletuin in respect of the land and building or buildings situated at Ottery, in the Municipality of Cape Town, of which the floor area, according to the said sectional plan, is 140 (one hundred and forty) 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, and situated at 67 Belletuin Park, Crescent Road, Ottery.

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

A 140 square metre main dwelling consisting of an entrance hall, living room, dining-room, three bedrooms, bathroom, two water closets, kitchen and a balcony.

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), and a minimum charge of R100 (one hundred rand).

Dated at Cape Town this 19th day of January 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1499/3877.)

Saak 17913/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Cheryl Dorothy Olickers**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 4 Oktober 1993, sal die ondergemelde eiendom verkoop word op 25 Februarie 1994 om 14:15, by die hoofingang van Nuwe Gereghouse, 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 1140, Westering, in die munisipaliteit en afdeling Port Elizabeth, groot 853 (agt honderd drie-en-vyftig) vierkante meter, gehou kragtens Transportakte T00074/93, ook bekend as Redwingrylaan 34, Westering, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n leë erf waarop geen geboue opgerig is nie.

Geteken te Port Elizabeth op 19 Januarie 1994.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak 22094/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD KAMERS, TODD STRAAT,
PORT ELIZABETH

In die saak tussen **C. Harding & Kie**, Eiser, en **M. B. Scott**, Verweerder

Ter uitvoering van 'n vonnis gedateer 26 Julie 1993, en 'n beslaglegging op 4 Augustus 1993, sal die volgende vaste eiendom op Vrydag, 18 Februarie 1994 om 14:15, in die voorportaal van die Landdroshof, Hoofstraat, Port Elizabeth, per openbare veiling verkoop word:

Deel 5, Cheryldene in die munisipaliteit en afdeling Port Elizabeth, groot 110 vierkante meter, geleë te Cheryldene 3, Heathstraat, Sydenham, Port Elizabeth, gehou kragtens Transportakte ST6668/1993.

'n Aansienlike verband is beskikbaar vir 'n goedgekeurde koper.

Die volgende inligting word verskaf met betrekking tot verbeteringe, alhoewel niks gewaarborg word nie, 'n woonhuis en tuin.

Die verkoopvoorwaardes sal by die kantoor van die Balju, Landdroshof-Suid, Noordstraat 36, Noord Einde, Port Elizabeth, ter insae lê.

Betaalvoorwaardes: 10% (tien persent) op die dag van veiling, die balans wat BTW insluit, waar van toepassing, ten oordrag verseker te word deur 'n waarborg wat deur die prokureurs vir die Eiser goedgekeur moet word en wat binne 21 dae vanaf datum van veiling voorgelê moet word. Baljugelde (4%) (vier persent) is ook op dag van veiling betaalbaar.

Gedateer te Port Elizabeth, hierdie 18de dag van Januarie 1994.

B. C. Britz & Kie, Prokureurs vir Eiser, Kamer 202, Newton Besigheidsentrum, Kaapweg 311-313, Newton Park, Port Elizabeth. (Verw. B. C. Britz/H020.)

Case 9952/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of S A Limited**, Plaintiff, and **Michael R. Southey**, 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 13 Durham Street, Claremont, Cape, on Wednesday, 23 February 1994 at 11:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 53314, Cape Town at Claremont, in the City of Cape Town, Cape Division, in extent 277 square metres, and situated at 13 Durham Street, Claremont.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Modern brick house under tiled roof with secluded wall garden with paved patio, entrance hall, lounge/dining-room, three bedrooms, kitchen, bathroom and toilet.

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 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 R200 (two hundred rand).

Dated at Claremont, Cape, this day of January 1994.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Michael R. Southey**, 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 11 Durham Street, Claremont, Cape, on Wednesday, 23 February 1994 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 53313, Cape Town at Claremont, in the City of Cape Town, Division of Cape, in extent 277 (two hundred and seventy-seven) square metres, and situated at 11 Durham Street, Claremont.

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

Modern brick house under tiled roof with secluded walled garden with paved patio, entrance-hall, lounge/dining-room, three bedrooms, kitchen and bathroom/toilet.

Terms:

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

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

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Claremont, Cape, this day of January 1994.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

Saak 6243/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Eskom Finansieringsmaatskappy (Edms.) Bpk.**, Eiser, en **Christian Victor Pedro**, Eerste Verweerder, en **Juliana Magdalena Pedro**, Tweede Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof, distrik Kuilsrivier, en lasbrief tot uitwinning, gedateer 7 September 1993, sal die volgende eiendom in eksekusie verkoop word voor die Hofgebou vir die distrik Kuilsrivier, op Dinsdag, 22 Februarie 1994 om 09:00, aan die hoogste bieder:

Sekere Erf 2068, Gaylee, in die plaaslike gebied Melton Rose, afdeling Stellenbosch, groot 268 (tweehonderd agt-en-sestig) vierkante meter, gehou kragtens Transportakte T46973/88, ook bekend as Bretonsingel 28, Dennemere, Blackheath.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Landdroshofwet, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie:

Woonhuis: Sitkamer, kombuis, twee slaapkamers, badkamer en toilet (apart).

3. *Betaling:* 10% (tien persent) van die koopprys moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen 'n koers van 16,75% (sestien komma sewe vyf persent) per jaar bereken op die bedrag van die Vonnisskuld-eiser 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 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.

Gedateer te Parow hierdie 21ste dag van Januarie 1994.

W. Saaiman, vir Van Niekerk, Groenewoud & Van Zyl Ing., Prokureurs vir Eiser, Parowkamers 101, Voortrekkerweg 121, Parow. (Verw. WS/IL/W55083.)

P.a. Old Dutch Square, hoek van Ou Paarlweg en Bill Bezuidenhoutrylaan, Bellville.

Case 9952/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of S.A. Limited**, Plaintiff, and **Michael R. Southey**, 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 2 Newmarket Road, Kenilworth, Cape, on Wednesday, 23 February 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 for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Remainder Erf 64756, Cape Town at Kenilworth, in the City of Cape Town, Division of the Cape, in extent 496 (four hundred and ninety-six) square metres, and situated at 2 Newmarket Road, Kenilworth, Cape.

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

A double-storey semi-detached face brick house under tiled roof, entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom (shower, toilet and basin and full bathroom) and store-room.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Claremont, Cape, this day of January 1994.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

Case 13602/92

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

In the matter between **Greenacre Financial Trust**, Judgment Creditor, and **F. T. Cornelius**, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Goodwood, and writ of execution dated 16 November 1993, the property listed hereunder and commonly known as 942 Frank Louw Avenue, Bellville, more fully described as:

Half share of Erf 25056, Cape Town, at Bellville in the Municipality of Bellville, Cape Division, 273 square metres, will be sold in execution on 28 February 1994 at 12:00, at 942 Frank Louw Avenue, Bellville, to the highest bidder.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling house with two bedrooms, bathroom, toilet, lounge and kitchen, brick building under tiled roof.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Goodwood, 29 Northumberland Street, Bellville.

G. C. Jansen, for Gary Jansen & Associates, Attorneys for Judgment Creditor, 24 Church Street, Athlone. (Ref. GCJ/mo/Z01926.)

Saak 6099/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen Eskom, Eiser, en **Damon Ezau**, Eerste Verweerder, en **Frances Ezau**, Tweede Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Kuilsrivier en lasbrief tot uitwinning gedateer 6 September 1993, sal die volgende eiendom in eksekusie verkoop word, voor die Hofgebou vir die distrik Kuilsrivier, op Dinsdag, 22 Februarie 1994 om 09:00, aan die hoogste bieder:

Sekere Erf 456 Scottsdene, geleë in die plaaslike gebied Scottsdene, afdeling Stellenbosch, groot 207 (tweehonderd en sewe) vierkante meter, gehou kragtens Transportakte T24856/1990, ook bekend as Cobblestraat 2, Scottsdene, Kraaifontein.

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 bieder verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Woonhuis.

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 15% (vyftien persent) per jaar bereken op die bedrag van die vonniskskuldeiser 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 24ste dag van Januarie 1994.

W. Saaiman, vir Van Niekerk Groenewoud & Van Zyl Ing., Prokureurs vir Eiser, Parowkamers 101, Voortrekkerweg 121, Parow. (Verw. WS/IL/W55082.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Eskom**, Eiser, en **Jackson Cupido**, Eerste Verweerder, en **Magdalena Cupido**, Tweede Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Kuilsrivier, en lasbrief tot uitwinning gedateer 6 September 1993, sal die volgende eiendom in eksekusie verkoop word, voor die Hofgebou vir die distrik Kuilsrivier, op Dinsdag, 22 Februarie 1994 om 09:00, aan die hoogste bieder:

Sekere Erf 4939, Brackenfell, in die plaaslike gebied van Scottsdene, afdeling Stellenbosch, groot 372 (driehonderd twee-en-sewentig) vierkante meter, gehou kragtens Transportakte T44319/1989, ook bekend as Bloemhof 13, Northpine, Brackenfell.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalinge en voorwaardes van die Wet op Magistraatshoue, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Woonhuis.

3. *Betaling:* Tien persent (10%) van die koopprijs moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen 'n koers van 15% (vyftien 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 24ste dag van Januarie 1994.

W. Saaiman, vir Van Niekerk Groenewoud & Van Zyl Ing., Prokureurs vir Eiser, Parowkamers 101, Voortrekkerweg 121, Parow. (Verw. WS/IL/W55080.)

Case 11732/93

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

In the matter between **ABSA Bank Limited** (United Bank Division), Execution Creditor, and **Sayed Ebrahim Sayed Hoosain**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood, dated 16 November 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Goodwood, to the highest bidder on 24 February 1994 at 12:00:

Erf 8244, Parow, in the Municipality of Parow, Cape Division, in extent 680 (six hundred and eighty) square metres.

Street address: 68 Daphne Street, Cravenby Estate, Elsie's River.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Dwelling with asbestos roof, lounge, kitchen, three bedrooms, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsie's River.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 25th day of January 1994.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 3962/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Execution Creditor, and **Stephen Daniel Maart**, First Execution Debtor, and **Cornelia Cecilia Maart**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 10 August 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Kuils River, to the highest bidder on 25 February 1994 at 09:00:

Erf 9696, Brackenfell, in the Scottsdene Local Area, Stellenbosch Division, in extent 238 (two hundred and thirty-eight) square metres.

Street address: 8 Golden Hill, North Pine, Brackenfell.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Three bedrooms, bathroom/w.c., kitchen, dining-room and lounge.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 25th day of January 1994.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 1402/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST AND SOMERSET WEST**

ABSA Bank Limited, trading as United Bank (formerly United Bank Limited, formerly United Building Society), *versus*
A. J. Murphy and D. R. Murphy

The following property will be sold in execution at the Magistrate's Court, Somerset West for the District of Somerset West, on Tuesday, 1 March 1994 at 10:00, to the highest bidder:

Erf 447, Firgrove, situated in the Local Area of Macassar, Division of Stellenbosch, held by T17877/91, situated at 38 Eike Avenue, Firgrove.

1. The following improvements are reported but not guaranteed: *Dwelling*: Kitchen, lounge, three bedrooms, bath/w.c. and attached single garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 17,25% (seventeen 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 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 Goodwood this 21st day of January 1994.

Scher Webner & Gliden, Attorneys for Judgment Creditor, 135 Voortrekker Road, Goodwood. (Ref. Colls/dsp.)

Case 12027/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

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

In terms of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), dated 20 October 1993, in the above-mentioned matter, a sale by public auction will be held by the Sheriff for the Supreme Court, Wynberg, at Atlantis, Andrews Road, Scott Estates, Hout Bay, Cape, on Wednesday, 2 March 1994 at 10:00, to the highest bidder subject to the approval of Plaintiff and the conditions which may be inspected at the office of the Sheriff for the Supreme Court, Wynberg, 110 Mynard Road, Maynard House, Wynberg, and will be read before the sale, of the following property owned by Defendant:

Erf 956, Cape Town, at Hout Bay in the City of Cape Town, Cape Division, in extent 991 (nine hundred and ninety-one) square metres.

Kritzinger & Co., Attorneys for Plaintiff, 24th Floor, Trust Bank Centre, Heerengracht, Cape Town. (Tel. 418-2262.) (Ref. S. A. Aird.)

Saak 11647/92**IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER**

In die saak tussen **NBS Bank Beperk**, Eiser, en **T. C. & C. W. Cox**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 25 Februarie 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 24 Februarie 1994 om 09:00:

Erf 6592, Blue Downs, ook bekend as Regulus Lane 22, Fountain Village, Blue Downs, afdeling Stellenbosch, groot 257 vierkante meter, gehou kragtens Transportakte T37759/90.

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 10% (tien persent) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur 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 20% (twintig persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die 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 vir Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 21ste dag van Januarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ECN208.)

Saak 1592/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **NBS Bank Beperk**, Eiser, en **P. K. & R. Faure**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Bellville, gedateer 2 April 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 24 Februarie 1994 om 09:00:

Erf 3258, Blue Downs, ook bekend as Yorkweg 15, Malibu Village, Blue Downs, afdeling Stellenbosch, groot 209 vierkante meter, gehou kragtens Transportakte T30697/89.

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 10% (tien persent) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 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 18,75% per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die 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 vir Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 21ste dag van Januarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EFN265.)

**Case 14592/93
PH 255**

**IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial)**

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Mogamet Sadiel Hendricks**, First Defendant, and **Soraya Hendricks**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 19 Beechcraft Way, Rocklands, Mitchells Plain, on Wednesday, 13 April 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 for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 26595, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 130 square metres, and situated at 19 Beechcraft Way, Rocklands, Mitchells Plain.

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

A 74 square metre main dwelling consisting of a lounge, dining-room, kitchen, two bedrooms and a bathroom with 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.

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 25th day of January 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S347/01151.)

**Case 3882/92
PH 255**

**IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial)**

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Robert Jan Picard**, 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 Flat 1102, Platteklip, Disa Park, Vredehoek on Tuesday, 15 March 1994 at 10:30, 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, Mandatum House, Barrack Street, Cape Town.

a. Section 152, as shown and more fully described on Sectional Plan SS103/1993, in the building or buildings known as Disa Park, situate at Vredehoek, in the Municipality of Cape Town, of which the floor area, according to the said sectional plan, is 49 (forty-nine) square metres in extent; and

b. an undivided share in the common property in the land and building or buildings as shown and more fully described on sectional plan apportioned to the said section in accordance with the participation quota of the said section and situate at Flat 1102, Platteklip, Disa Park, Vredehoek.

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

A 49 square metre main dwelling consisting of an entrance-hall, lounge/living-room, kitchen, bedroom and a bathroom with 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.

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 25th day of January 1994.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S687/1839.)

Saak 6528/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Eskom Finansieringsmaatskappy (Edms.) Bpk.**, Eiser, en **Izak Damon**, Eerste Verweerder, en **Jacoba Damon**, Tweede Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Kuilsrivier, en lasbrief tot uitwinning, gedateer 6 September 1993, sal die volgende eiendom in eksekusie verkoop word, voor die Hofgebou, vir die distrik Kuilsrivier, op Dinsdag, 22 Februarie 1994 om 09:00, aan die hoogste bieder:

Sekere Erf 416, Scottsdene, in die plaaslike gebied Scottsdene, afdeling Stellenbosch, groot 180 (eenhonderd en tagtig) vierkante meter, gehou kragtens Transportakte T46085/1988, ook bekend as Ironstraat 2, Scottsdene, Kraaifontein.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Magistraatshoue, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Woonhuis: Sitkamer, kombuis, drie slaapkamers, badkamer, toilet/stort 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 per centum (16%) 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 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 24ste dag van Januarie 1994.

W. Saaiman, vir Van Niekerk Groenewoud & Van Zyl Ing., Prokureurs vir Eiser, Parowkamers 101, Voortrekkerweg 121, Parow; p.a. Old Dutch Square, hoek van Ou Paarweg en Bill Bezuidenhoutrylaan, Bellville. (Verw. WS/IDL/W55076.)

Saak 259/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOPEFIELD GEHOU TE HOPEFIELD

In die saak tussen **Nedcor Bank Beperk**, Vonnisskuldeiser, en **Andrew J. en mev. B. Absolon**, Vonnisskuldenaar

Die volgende onroerende eiendom sal in eksekusie verkoop word op 25 Februarie 1994 om 09:00, te Vleistraat 596, Hopefield, naamlik:

Erf 596, Hopefield, geleë in die munisipaliteit Hopefield, administratiewe distrik Malmesbury, groot 778 vierkante meter, gehou deur Vonnisskuldenaar kragtens Transportakte T18419/87 en onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Verbeterings (nie gewaarborg): Drieslaapkamerhuis met badkamer, kombuis, sitkamer, garage en platdak met muur-omheining.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Landdroshofwet No. 32 van 1944, en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet No. 3 van 1966, en Wet No. 36 van 1966.

2. Een tiende van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju.

I. R. Nel, vir Swemmer & Levin, Prokureurs vir Eiser, Hoofweg, Saldanha. [Tel. (02281) 4-2244.]

Case 23/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WODEHOUSE HELD AT DORDRECHT

In the matter between **ABSA Bank**, Plaintiff, and **John William Clark**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 1 September 1993, the following properties will be sold on 15 February 1994 at 11:00, at the Magistrate's Court, Dordrecht, to the highest bidder:

1. Erf 320, Dordrecht, in the Municipality of Dordrecht and Division of Wodehouse, measuring 1 161 (one thousand one hundred and sixty-one) square metres.

2. Erf 313, Dordrecht, in the Municipality of Dordrecht and Division of Wodehouse, measuring 43 (forty-three) square metres.

3. Erf 318, Dordrecht, in the Municipality of Dordrecht and Division of Wodehouse, measuring 43 (forty-three) square metres, held under Deed of Transfer T4858/1980 (known as 23 Grey Street, Dordrecht).

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules, and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Dilapidated ruins.

Dated at Queenstown on this 24th day of January 1994.

Elliott Brothers, Plaintiff's Attorneys, 29 Ebdon Street, P.O. Box 1022, Queenstown. (Ref. Mrs M. Baxter.)

Case 06369/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **E. Demas**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and a warrant of execution dated 7 September 1993, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 24 February 1994 at 10:00:

Certain Erf 6962, Kimberley, situated in the West End Extension 3, in the Municipality of the City of Kimberley, measuring 1 313 (one thousand three hundred and thirteen) square metres, held by Deed of Transfer T763/1991 (also known as 18 Hodgson Street, West End, Kimberley).

The following improvements on the property are reported, but nothing is guaranteed: Entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom with shower and toilet.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale, the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

Case 08291/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **H. G. van der Westhuizen**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, and a warrant of execution dated 24 November 1993, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 24 February 1994 at 10:00:

Certain Erf 16664, portion of Erf 18477, Kimberley, situated in the City and District of Kimberley, measuring 1 059 (one thousand and fifty-nine) square metres, held by Deed of Transfer T247/1993 (also known as 12A Drakensberg Avenue, Kimberley).

The following improvements on the property are reported, but nothing is guaranteed: Lounge, dining-room, family room kitchen, three bedrooms, bathroom with shower and toilet, bathroom with toilet, double garage and toilet.

Ten per cent (10%) of the purchase price together with Value-Added Tax thereon, where applicable, and auctioneer's charges together with Value-Added Tax on such charges payable in cash on the date of the sale, the balance of the purchase price together with Value-Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley.

NATAL

Case 57100/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Prakashkumar Babdhan**, First Defendant, and **Leelawathie Babdhan**, Second Defendant

In pursuance of a judgment granted on 5 October 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 February 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 447, La Mercy Extension 1, situated in the Township of Tongaat, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 971 square metres.

Address: Lot 447, Lobelia Crescent, La Mercy, Tongaat.

Improvements: Vacant land.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011350.)

Case 43501/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **percival Cyril Peters**, First Defendant, and **Amy Violet Peters**, Second Defendant

In pursuance of a judgment granted on 15 October 1992 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 February 1994 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Subdivision 101 of Lot 444, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 530 square metres.

Address: 5 Karp Close, Alhen Rise, Newlands West.

Improvements: Brick under tile dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. C Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011337.)

Case 45303/91

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

In the matter between **Oomathie Singh**, Plaintiff, and **Udie Ramlachan**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 24 August 1993 and the warrant of execution issued thereafter the immovable property described hereunder shall be sold in execution on 22 February 1994 at 14:00, and is to take place at the main entrance to the Magistrate's Court, Somsteu Road, Durban, to the highest bidder:

Description of property: Subdivision 20 of 1 of the farm Klein Zeekoe Vallei 803, renumbered to Subdivision 20 of Lot 4403, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 939 square metres.

Improvements:

One brick and tile house divided into two flats comprising:

1. Two bedrooms, built-in wardrobes, lounge, kitchen, bathroom and toilet.

2. Two bedrooms, lounge, kitchen, built-in cupboards, bathroom and toilet.

Postal address: 12 Cartwood Place, Clare Estate, Durban.

Material conditions:

1. The sale shall be subjected to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The sale is for cash only.

3. The property is sold voetstoots.

4. The purchaser (other than the Execution Creditor) shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's charge's in cash at the time of the sale.

5. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

6. The purchaser shall be liable for interest at the rate of 27% (twenty seven per cent) per annum to the Execution Creditor from the date of sale to date of transfer.

7. The transfer shall be effected by the attorneys Harkoo, Brijlal & Reddy, and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fee (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

8. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North.

Dated at Durban this 31st day of January 1994.

Harkoo, Brijlal & Reddy, Plaintiff's Attorneys, 602 Kara Centre, 3 Bond Street, Durban. (Tel. 307-1871.) (Ref. Mr Harkoo/KR/S225/90.)

Case 18937/92

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

In the matter between **kwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Bhekumuzi Allison Ngubane**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 7 September 1992, the following immovable property will be sold in execution on 18 February 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1694 Unit S, in the Township of Edendale, District of Pietermaritzburg, in extent three hundred and ninety-three (393) square metres, represented and described on Deed of Grant 9957, situated at 1694 Unit S, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.
2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions 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 10th day of January 1994.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 9210/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Execution Creditor, and **Zikhona Cynthia Mdlopane**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 21 May 1992, the following immovable property will be sold in execution on 18 February 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1800, Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent three hundred and fifty-one (351) square metres represented and described on Deed of Grant 11606, situated at 1800 Unit S, Edendale, Pietermaritzburg.

The following information is furnished regarding the property but is not guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.
2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions 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.

Tatham Wilkes & Co., Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 1569/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **NBS Bank Limited**, Plaintiff, and **Mehmood-UI-Hassan Oumar**, Defendant

In pursuance of a judgment granted by the above Honourable Court, dated 29 March 1993, the following immovable property will be sold in execution on 25 February 1994 at 10:15, at 12 Campbell Road, Howick, to the highest bidder:

Lot 788, Howick Extension 8, situated in the Borough of Howick, Administrative District of Natal, in extent one thousand three hundred and ninety-eight (1 398) square metres.

The following information is furnished regarding the property but is not guaranteed: Unimproved vacant land.

The property is situated at 12 Riley Crescent, Howick.

Material conditions of sale:

The purchaser shall pay (10%) ten per cent of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff within (14) fourteen days of the date of the sale. The full conditions of the sale can be inspected at the offices of the Sheriff, Howick, 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 19378/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Dhanalatchmee Chetty**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 13 December 1993, the following immovable property will be sold in execution on Friday, 4 March 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 193 (of 14) of the farm Belfort, Estate 14040, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent six hundred and eighty-three (683) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 18 Pioneer Crescent, Northdale, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and tile, comprising three bedrooms, one and a half bathrooms, one shower, two w.c.'s, lounge, dining-room and kitchen. No outbuildings.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 6th day of January 1994.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 11361/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thulani Cyprian Dlamini**, Defendant

In pursuance of a judgment granted on 22 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 25 February 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit 2055, in the Township of Ntuzuma-F, District County of Victoria, in extent 610 square metres, represented and described on General Plan PB419/1978, held under Deed of Grant 2381/448 signed at Pretoria on 15 September 1983.

Physical address: F 2055 Ntuzuma Township, Ntuzuma.

Improvements: Single storey brick under asbestos dwelling comprising two bedrooms, bathroom and toilet, kitchen, lounge, water and light facilities, the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

Material conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 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, Inanda (Area 1), or at the offices of Strauss Daly Inc.

Dated at Durban this 19th day of January 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z#/nvh.)

Case 986/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **W. Z. Vezzi**, Defendant

In pursuance of a judgment granted on 4 April 1990 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 22 February 1994 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H2402, situated in the Township of eSikhawini, District of Ongoye, in extent measuring three hundred and thirty-eight (338) square metres.

(b) *Street address:* H 2404 eSikhawini.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of three bedrooms, bathroom, lounge and kitchen.

(d) *Zoning/special privileges or exemptions*: Special Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the Sheriff's office of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 21st day of January 1994.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2759/93.)

Case 491/93

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

In the matter between **Perm** (a division of Nedcor Bank Ltd), Plaintiff, and **V. L. Dube**, Defendant

In pursuance of a judgment granted on 11 June 1993, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 22 February 1994 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H 3053, situated in the Township of eSikhawini, District of Ongoye, in extent measuring three hundred and thirty-eight (338) square metres.

(b) *Street address*: H 3053 eSikhawini.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of three bedrooms, bathroom, kitchen and lounge/dining-room.

(d) *Zoning/special privileges or exemptions*: Special Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the Sheriff's office of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 21st day of January 1994.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/dw/09/N2778/93.)

Case 26977/93

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Caiphas Sipiwe Ndawonde**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 29 November 1993, the writ of execution dated 29 November 1993, the immovable property listed hereunder will be sold in execution on Friday, 18 February 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1622, Imbali 1, Township of Edendale, DD, District of Pietermaritzburg, in extent 263 square metres, held by Deed of Grant 001534.

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 deed in so far as there are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% (seventeen per cent) per annum, to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/556/gd.)

Case 19158/93

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

In the matter between **ABSA Bank Limited**, No. 86/04794/06, trading as Allied Bank, Plaintiff, and **Thembani Alice Thompson**, Defendant

In pursuance of a judgment granted on 15 September 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 February 1994 at 10:00, at the front entrance of the Magistrate's Court, Verulam:

Description: Lot 622, Avoca Hills, situated in the City of Durban, Administrative District of Natal, in extent 534 (five hundred and thirty-four) square metres.

Street address: 7 Tuber Rose Place, Avoca Hills.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, dining-room, kitchen, toilet and bathroom and lights and water facilities (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 cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within 14 (fourteen) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Verulam.

Dated at Durban this 17th day of January 1994.

A. I. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. JR/Z13840.)

Case 3658/93

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 **Beauty Gumede**, First Defendant, and **Cornelius Mfanulo Ngubane**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 25 February 1994 at 10:00:

Description: Lot 406, Rosehill, situated in the City of Durban, Administrative District of Natal, in extent 1 228 (one thousand two hundred and twenty-eight) square metres, held under Deed of Transfer T23808/91.

Physical address: 136 Lothian Road, Rosehill, Durban, Natal.

Zoning: General residential.

The property consists of the following: Brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, shower and toilet and toilet. The outbuilding consist of two servants' quarters, toilet and shower and swimming-pool.

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, Office and Sales Room, 15 Milne Street, Durban, Natal.

Dated at Durban this 17th day of January 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6580/slm.)

Case 3694/93

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 **Kenneth John Wilkinson**, 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 Building, Moss Street, Verulam, on Friday, 25 February 1994 at 10:00:

Description: Lot 818, Umhlanga Rocks Extension 9, situated in the Borough of Umhlanga Rocks and in the Port Natal-Edhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 315 (one thousand three hundred and fifteen) square metres, held under Deed of Transfer 20629/1974.

Physical address: 4 Mendoza Avenue, Westridge, Umhlanga Rocks, Natal.

Zoning: Special residential.

The property consists of the following:

It is a brick under tile house with hot and cold water consisting double garage and servants' quarters, kitchen with built-in-cupboards, open plan dining-room and lounge, three bedrooms with built-in-cupboards, bedroom with en-suite and built-in-cupboards, swimming-pool (outside), bathroom and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, Natal.

Dated at Durban this 17th day of January 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6574/slm.)

Case 9012/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Lance Vincent Nel**, First Defendant, and **Mrs Sandra Patterson Nel**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local), on 22 September 1993 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 11 February 1994 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, 3610, namely:

Subdivision 8 of Lot 2349, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, measuring one thousand one hundred and forty-five (1 145) square metres, which property is physically situated at 71 Kemp Place, Northdene, Queensburgh, 4093, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T1642/89.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of lounge, kitchen, two bedrooms, bathroom, two toilets and 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) 10% (ten per centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 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 centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this the 9th day of August 1993.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/045/011265/Mrs Chelin.)

Case 50/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LIONS ROVER HELD AT HOWICK

In the matter between **Mayor & Town Councillors of the Borough of Howick**, Judgment Creditor, and **Rajkumar Ramdeen**, Judgment Debtor

In pursuance of a judgment granted on 14 February 1992, in the Magistrate's Court for the District of Lions River and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 25 February 1994 at 10:00, at 12 Campbell Road, Howick, to the highest bidder:

Description: Subdivision 6 of Lot 130, Howick West, situated in the Borough of Howick, Administrative District of Natal, in extent one thousand two hundred and sixty-seven (1 267) square metres. *Postal address:* 8 Overdene Road, Howick West, Natal.

Improvements: Single-storey dwelling, brick under tile, lounge, dining-room, kitchen, three bedrooms, two bathrooms and garage, held by the Judgment Debtor in his name under Deed of Transfer T12913/1982, dated 24 June 1982.

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, 12 Campbell Road, P.O. Box 337, Howick, 3290.

Dated at Howick this the 24th day of November 1993.

C. J. G. Rosettenstein, Lister & Lister, Attorneys for Judgment Creditor, The White House Centre, Main Street, Howick; P.O. Box 382, Howick, 3290. (Ref. Colls/CR/B3009255.)

Case 10063/93

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 Debtor, and **Bungwana Johannes Sithole**, First Judgment Debtor, and **Thokozile Gladys Sithole**, Second Judgment Debtor

In pursuance of a judgment granted on 17 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 25 February 1994 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Description: Subdivision 402 of Lot 1683, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and fifty-six (556) square metres. *Postal address:* 124 Turnbull Road, Ridgepark, Pietermaritzburg. *Improvements:* Single-storey dwelling, brick under tile. Lounge, dining-room, kitchen, three bedrooms, bathroom, two w/c's and carport, held by the Judgment Debtors in their names under Deed of Transfer T25686/1992, dated 8 October 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 on this the 9th day of December 1993.

C. J. G. Rosettenstein, for Lister & Lister, Attorneys for Judgment Creditor, 11th Floor, United Building, 194 Longmarket Street, Pietermaritzburg, 3201; P.O. Box 144, Pietermaritzburg, 3200. (Ref. Mr Rosettenstein/F5359.)

Case 17835/93

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 Debtor, and **Dudu Olga Sibisi**, Judgment Debtor

In pursuance of a judgment granted on 14 October 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 25 February 1994 at 11:00, at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Description: Subdivision 202 of Lot 1341, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 928 (nine hundred and twenty-eight) square metres.

Postal address: 64 Carey Road, Pietermaritzburg.

Improvements: Single-storey dwelling, brick under tile, lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, two w.c.'s, carport, servants' quarters and swimming-pool.

Held by the Judgment Debtors in their names under Deed of Transfer T21269/92, dated 24 August 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 9th day of December 1993.

C. J. G. Rosettenstein, for Lister & Lister, Attorneys for Judgment Creditor, 11th Floor, United Building, 194 Longmarket Street, Pietermaritzburg, 3201; P.O. Box 144, Pietermaritzburg, 3200. (Ref. Mr Rosettenstein/F5359.)

Case 26358/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Gabo Albert Makhathini**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Pietermaritzburg, dated 16 November 1993, the writ of execution dated 16 November 1993, the immovable property listed hereunder will be sold in execution on Friday, 18 February 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Site 1776, Ashdown Edendale A, Edendale Township, in the District of Pietermaritzburg, in extent 413 (four hundred and thirteen) square metres, held by Mortgage Bond BF174/92.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff, together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per centum) per annum, to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale, may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/559/evh.)

Case 13253/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **N. W. Kumalo**, Defendant

In pursuance of a judgment granted on 4 December 1993, in the Magistrate's Court, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 February 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 8652, 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 664 square metres, held by Deed of Transfer T2444/92.

Physical address: 17 Galaxy Crescent, Marianridge.

Improvements: Single storey, brick under tile dwelling, two bedrooms, bathroom, kitchen and lounge.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per 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 11th day of January 1994.

V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

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 **Roshan Teeruth**, First Defendant, and **Shanoo Devi Teeruth**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 25 February 1994 at 10:00:

Description: Subdivision 92 of farm Neff 14841, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and thirty-seven (937) square metres, held under Deed of Transfer T29216/88.

Physical address: 46 Mogul Crescent, Effingham Heights, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey plaster walls under tile roof house comprising: Three bedrooms—one en suite with basin/shower and toilet, bathroom—bath/basin/toilet, lino floor, lounge—carpeted, dining-room—carpeted, kitchen—lino floor, no fitted cupboards.

The outbuildings comprise garage—separate.

There are not servants' quarters.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall, pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, Natal.

Dated at Durban this 5th day of January 1994.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5865/slm.)

Case 323/93

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

In the matter between **Nedcor Bank Limited**, formerly trading as Nedperm Bank Limited, Plaintiff, and **Kamraj Ramcheret**, First Defendant, and **Sukhranie Ramcheret**, Second Defendant

In pursuance of a judgment granted on 8 March 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 22 February 1994 at 10:00, at the front entrance of the Magistrate's Court, Justice Street, Chatsworth.

Description of property: Subdivision 5778 (of Lot 5762), of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent two hundred and nine (209) square metres, consisting of face brick under tile roof dwelling comprising of lounge, dining-room, kitchen, three bedrooms, one with ensuite, toilet, bathroom, balcony and verandah.

Postal address: 83 Progress Avenue, Moorton, Chatsworth.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands ie. 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 point seven five per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 12 Oak Avenue, Kharwastan.

Dated at Durban on this 13th day of January 1994.

Saras Perumaul, for A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/820.)

Case 39738/91

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

In the matter between **Nedperm Bank Limited**, formerly trading as S.A. Permanent Building Society, Plaintiff, and **Poobalan Govender**, First Defendant, and **Yanambiga Govender**, Second Defendant

In pursuance of a judgment granted on 4 September 1992, in the Magistrate's Court of Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 February 1994 at 10:00 at the front entrance of the Magistrate's Court, Justice Street, Chatsworth:

Description of property: Lot 452, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and seventy-eight (978) square metres, consisting of a brick under tile roof dwelling comprising of four bedrooms, lounge, dining-room, kitchen, toilet, bathroom and garage.

Postal address: 78 Silverbank Road, Silverglen, Chatsworth.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands i.e., voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 21,75% (twenty one comma seventy-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 effects 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, 12 Oak Avenue, Kharwastan.

Dated at Durban this 18th day of January 1994.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumal/cg/471.)

Case 37252/89

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Cynthia Maidman**, Defendant

In pursuance of a judgment granted on 2 October 1989, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 22 February 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Lot 49, Glenashley, situated in the City of Durban, Administrative District of Natal, in extent (1 012) square metres.

Postal address: 15 Lydia Drive, Glenashley.

Improvements: Dwelling consisting of brick and tile lounge, dining-room, TV-room, bar-room and study room, kitchen built units, oven and hob, two bedrooms, main en suite, bath, wash basin and toilet, bathroom, shower, wash basin, toilet, entrance-hall, double lock up garage and swimming-pool.

Outbuilding: Two rooms, toilet and shower, patio, small garden, tool-room, and outside toilet.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 10th day of January 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban.

Case 44156/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Gregory Michael Isaac**, Defendant

In pursuance of a judgment granted on 7 September 1992, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 22 February 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Lot 134 of A of C of the farm Duikersfontein 785, situated in the City of Durban, Administrative District of Natal, in extent (4 455) square metres, now Lot 229 Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent (4 455) square metres.

Postal address: 68 Workington Road, Greenwood Park, Durban.

Improvements: Dwelling consisting of brick and fibre glass roof, double lock-up garage, hall way, two bedrooms, bathroom and wash-basin, toilet, main en suite, bath toilet, wash-basin shower, main en suite bathroom toilet wash basin and balcony.

Downstairs: TV-room, lounge, kitchen, dining-room, toilet and pantry.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 7th day of January 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 1397/93

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

In the matter between **Standard Bank of S.A. Ltd**, Execution Creditor, and **Casper Hendrik van Aardt**, Execution Debtor

In pursuance of a judgment of the above Court dated 3 May 1993, and a warrant of execution, Subdivision 2 of the farm Schuur Rand 8596, situated in the Administrative District of Natal, will be sold in execution on 23 February 1994 at 10:00, in front of the Magistrate's Court, Newcastle, to the highest bidder:

The property is improved with a residence constructed of brick and plaster with a tiled roof with outbuildings consisting of garage, two rooms and a small kitchen.

The purchase price shall be paid as to 20% (twenty per cent) thereof in cash on the date of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Court, Newcastle, within three (3) weeks from date of sale, a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Newcastle.

Dated at Newcastle in 1994.

M. T. de Quintal, for Du Toit-Holborn-Boshoff, Attorneys for Plaintiff, 46 Voortrekker Street, P.O. Box 36, Newcastle, 2940. [Tel. (03431) 2-7234.] [Tel. (03431) 26226.]

Case 991/90

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Patrick Khulu Allie**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 5 April 1990, the writ of execution dated 24 April 1990, the immovable property listed hereunder will be sold in execution on Friday, 18 February 1994 at 11:00, at the Sheriff's Sales-room, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Ownership Unit 542, in the Township of Edendale, District of Pietermaritzburg, in extent 980 square metres, represented and described on Deed of Grant 3804.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 25% (twenty-five per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Leibetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/130/evh.)

Case 448/91

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 **Radhia Bhanoo Hartley**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 25 February 1994 at 10:00:

Description: Lot 44, Kenville, situated in the City of Durban, Administrative District of Natal, in extent one thousand one hundred and five (1 105) square metres, held under Deed of Transfer T20740/80.

Physical address: 11 Crown Road, Kenville, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: All under one roof, brick paving courtyard-entrance, tiled roof, plaster walls, single garage, single storey residential dwelling, plastic roof and front courtyard.

House: Tile roof/plaster walls, canopy over entrance – front, balcony at side, patio at back, store-room, lounge, tiled floor; dining-room, tiled floor; scullery, fitted cupboards, tiled floor, seven walls; kitchen, fitted cupboards, fitted eye-level oven, tiled floors and walls; study, fitted carpet; two bedrooms, built-in cupboards, fitted carpets; bedroom, built-in cupboards, fitted carpets, en suite shower, toilet/basin; bathroom (bath and basin), tiled floor and walls; shower cubicle, tiled floor and walls; toilet, tiled floor and walls.

Servants' quarters: Under main roof, room and toilet/shower.

Basement: Two rooms and small room.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Surpeme 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, Office and Sales-room, 15 Milne Street, Durban, Natal.

Dated at Durban on this 5th day of January 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.4174/slm.)

Case 6592/93

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 **Noelkisor Rughubeer**, First Defendant, and **Bhanmathi Rughubeer**, 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 Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 22 February 1994 at 10:00:

Description: Subdivision 1576, of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent five hundred and seventy-seven (577) square metres, held under Deed of Transfer T12042/1967.

Physical address: 106 Meranti Street, Mobeni Heights, Natal.

Zoning: Special Residential.

The property consists of the following: Face brick under tile roof dwelling comprising of: Kitchen, dining-room, toilet, toilet/bathroom, five bedrooms, lounge, double garage, two rooms and toilet/shower. Basement: Two rooms and toilet/bath-room.

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, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 7th day of January 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6871/slm.)

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 **Sivanathan Naicker**, 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 Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 22 February 1994 at 10:00.

Description: Subdivision 2006, of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent four hundred and fifty-two (452) square metres, held under Deed of Transfer T14432/87.

Physical address: 63 Greenfern Road, Mobeni Heights, Natal.

Zoning: Special Residential.

The property consists of the following: Vacant land.

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, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 7th day of January 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6893/slm.)

Case 63807/93

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

In the matter between **NBS Bank Limited** (formerly known as Natal Building Society Limited), Plaintiff, and **Arlene Estelle Emmanuel**, Defendant

In pursuance of a judgment granted on 4 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 Tuesday, 22 February 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Section 8, as shown and more fully described on Sectional Plan SS45/1988, in the buildings known as Bolton Villa, situated in the Local Authority Area of Durban, of which section the floor area according to the sectional plan is 239 square metres in extent together with an undivided share in the common property in the land and building or buildings shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan.

Postal address: Flat 8, Bolton Villa, 587 Mountbatten Drive, Reservoir Hills.

Improvements: Brick and tile flats consisting of:

Upstairs: Bathroom with shower, toilet and wash basin (tiled floors), built-in cupboard, two bedrooms (one with built-in cupboard), bathroom with shower tub and wash basin and toilet. Tiled floors.

Downstairs: Dining-room and lounge together—tiled floors, kitchen with built-in cupboard, toilet and wash basin and garage.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this the 5th day of January 1994.

Mulla & Mulla, Second Floor, Halvert House, 412 Smith Street, Durban.

Case 64932/92

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

In the matter between **Saambou Bank Ltd** (No. 87/05437/06), Plaintiff, and **Malcolm A. Pillay**, First Defendant, and **Priscilla Pillay**, Second Defendant

In pursuance of a judgment granted on 31 March 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 February 1994 at 10:00, at the front entrance, Magistrate's Court, Moss Street, Verulam:

Description: Lot 915, Earlsfield, in extent 528 square metres.

Postal address: 57 Bromfield Close, Earlsfield.

Improvements: Brick under tile dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within 14 days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Verulam at Moss Street, Verulam.

Dated at Durban this 25th day of January 1994.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. (Ref. 07S630244.)

Case 52839/91

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

In the matter between **Allied Bank**, a division of ABSA Bank Limited, Plaintiff, and **Mrs Sathisavithri Naicker**, Defendant

In pursuance of a judgment granted on 18 December 1991 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Magistrate's Court, Somtseu Road entrance, Durban, on Thursday, 24 February 1994 at 10:00:

Description: Lot 2459, Isipingo (Extension 19), situated in the Borough of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal in extent eight hundred and thirty-six (836) square metres, held under Deed of Transfer T12212/88.

Postal address: 27 Barracuda Drive, Isipingo Beach.

Improvements: Brick and tile, double storey dwelling consisting of three bedrooms, lounge, dining-room, two bathrooms with toilets, kitchen, outbuildings are not complete, the property is fenced and on a level site.

Town-planning zone: Special Residential 1.

Nothing is guaranteed in the above respects.

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. The property is sold voetstoots and nothing in the respects set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19,5% (nineteen comma five per cent) per annum, to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum, at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer both dates inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court at 40 St George's Street, Durban.

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

Dated at Amanzimtoti on this the 14th day of January 1994.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti; and Downes Clulow & Van Heerden, 16th Floor, General Building, 47 Field Street, Durban. (Ref. L. F. Olive.)

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 **Joseph Mbuyiseni Ngcobo**,
First Defendant, and **Nokuthula Minah Ngcobo**, 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, Inanda Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 18 February 1994 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as: Ownership Unit A1889, situated in the Township of Inanda Newton, District of Verulam, measuring six hundred and sixty-eight (668) square metres, and held under Deed of Grant G7057.

Street address: A1889, Inanda Newton, P.O. Inanda.

Improvements: A block under asbestos building, water and lights consisting of: Kitchen, two bedrooms, lounge, toilet with bathroom.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 12th day of January 1994.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban: (Ref. G. A. Pentecost.)

Case 28737/91

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

In the matter between **Alliance Limited**, Plaintiff, and **Kirpal Jankee**, Defendant

In pursuance of a judgment granted on 13 March 1992, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Magistrate's Court, Somtseu Road entrance Durban, on Thursday, 24 February 1994 at 10:00:

Description: Subdivision 6 of Lot 419, Isipingo, situated in the Borough of Isipingo and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent of two thousand and twenty-five (2 025) square metres.

Postal address: 5 Ramsunder Road, Isipingo.

Improvements: One double storey house, consisting of upstairs three bedrooms, bathroom, separate toilet, lounge, small lounge, two bedrooms, lounge and small kitchen.

Town-planning zone: General Residential 1.

Nothing is guaranteed in the above respects.

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. The property is sold voetstoots and nothing in the respects set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19,5% (nineteen comma five per centum) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer both dates inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court at 101 Lejaton Building, 40 St George's Street, Durban.

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

Dated at Amanzimtoti on this the 14th day of January 1994.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti; c/o Downes Clulow & Van Heerden, 47 Field Street, Durban. (Ref. L. F. Olive.)

Case 8336/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **H. M. Ngcobo**, Defendant

In pursuance of a judgment granted, on 6 August 1993, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on 25 February 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit A4957, in the Township of Kwandengezi, District of Mpumalanga, in extent of 975 square metres, represented and described on General Plan BA130/1969.

Physical address: Unit A4957, Kwandengezi.

Improvements: Single storey, brick under tile dwelling, three bedrooms, bathroom, kitchen, lounge and dining-room.

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 17th day of January 1994.

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 1129/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **M. J. Magwanyana**, Defendant

In pursuance of a judgment granted on 2 December 1992, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 February 1994 at 11:00, at the Sheriff's Office, 5 Bishop Street, Camperdown (behind the Masonic Lodge):

Description: Unit 645, in the Township of Mpumalanga - C, District County of Pietermaritzburg, in extent of 325 square metres, represented and described on General Plan BA5/1971.

Physical address: Unit C 645, Mpumalanga.

Improvements: Single storey, brick under tile dwelling, two bedrooms, bathroom, kitchen and lounge. Outbuildings: Four bedrooms, bathroom and garage.

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, Camperdown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 17th day of January 1994.

V. H. Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 909/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **M. A. Nzimande**, Defendant

In pursuance of a judgment granted on 9 November 1992, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 February 1994 at 11:00, at the Sheriff's Office, 5 Bishop Street, Camperdown (behind the Masonic Lodge):

Description: Unit 1812, in the Township of Mpumalanga B, District County of Pietermaritzburg, in extent of 358 square metres, represented and described on General Plan BA58/1969. *Physical address:* Unit B1812, Mpumalanga.

Improvements: Single storey, brick under asbestos dwelling, two bedrooms, bathroom, kitchen and lounge.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay 10% (ten per 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, Camperdown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 17th day of January 1994.

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **N. B. Ndlovu**, First Defendant, and **V. Ndlovu**, Second Defendant

In pursuance of a judgment granted on 13 February 1992, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 February 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit D244, in the Township of kwaDabeka, District of kwaDabeka, in extent of 266 square metres, represented and described on General Plan 328/1984. *Physical address:* Unit D 244, kwaDabeka.

Improvements: Single storey, brick under asbestos 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 17th day of January 1994.

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 1825/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Christopher John Spann**, First Defendant, and **Heather Marion Spann**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 24 November 1993, a sale in execution will be held on Friday, 25 February 1994 at 10:00, at the front entrance of the Magistrate's Court, Scott Street, Scottburgh, when the following property will be sold by the Sheriff of the Magistrate's Court to the highest bidder:

Lot 21, Unkomaas, situate in the Township of Umkomaas, Administrative District of Natal, in extent two thousand and thirty-two (2 032) square metres; with the postal and street address of 7 Shepstone Street, Umkomaas.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of brick and plaster under tile roof dwelling comprising of front sun room; lounge/dining-room combined; two front entrances; kitchen; entrance foyer; three bedrooms, all having b.i.c.'s; bathroom and separate toilet. *Outbuilding:* Brick and cement under tile garage with servant's quarters; toilet and shower.

N.B. Very steep driveway to premises which is extremely well above street level.

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, 1 Savell Place, Scottburgh South.

Dated at Durban this 17th day of January 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/3334/93.)

Case 9052/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Dumisani Michael Gumede**, First Defendant, and **Vuyokazi Vivienne Gumede**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 25 August 1993, a sale in execution will be held on Friday, 25 February 1994 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown, when the following property will be sold by the Sheriff of the Magistrate's Court to the highest bidder:

Lot 441, Malvern Extension 6, situate in the Borough of Queensburgh, Administrative District of Natal, in extent one thousand four hundred and twenty-three (1 423) square metres, with the postal and street address of 13 Southwark Road, Queensburgh.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick and tile roof dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom with servants' quarters and land is enclosed with precast fencing.

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, 2 Samkit Centre, 62 Caversham Road, Pinetown, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 17th day of January 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/3352/93.)

Case 2050/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **First National Bank of Southern Africa Limited**, Execution Creditor, and **Geraldine Horak**, First Execution Debtor, and **Christiaan Stephanus Horak**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, dated 30 August 1993, the following immovable property will be sold in execution on 18 February 1994 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 1568, Ramsgate (Extension 3), situate in the Ramsgate Town Board Area, and the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 597 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Lot 1568, Julia Road, Ramsgate.

Upon the property is a dwelling under brick and tile consisting of double garage, entrance-hall, dining-room, two lounges, verandah, main bedroom en suite, bathroom, studyroom, two bedrooms and kitchen.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 17th day of January 1994.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate and/or 50 Bisset Street, Port Shepstone.

Case 4855/93

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Jaganderan Sigamoney Munien**, First Defendant, and **Malaga Harry Munsammy Munien**, Second Defendant

In pursuance of a judgment granted on 9 November 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 22 February 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 112 (of 97) of the farm Chat Ten 14808, situate in the City of Durban, Administrative District of Natal, in extent (232) two hundred and thirty-two square metres, street address: 354 Road 706, Chatsworth.

Improvements: Semi detached double storey block under asbestos roof dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special residential.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrates' Court, Chatsworth.

Dated at Durban this 19th day of January 1994.

J. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z18171/JR.)

Case 3120/93

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

In the matter between **ABSA Bank Limited** (trading as Allied Bank), No. 86/04794/06, Plaintiff, and **Ramesh Ramahsarai**, First Defendant, and **Shunritha Ramahsarai**, Second Defendant

In pursuance of a judgment granted on 2 November 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 22 February 1994 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: A unit consisting of:

(a) Section 20, as shown and more fully described on Sectional Plan SS278/92 (the section plan) in the building or buildings known as Bux Dale Gardens situated at Kharwastan, City of Durban, of which section the floor area, according to the said sectional plan 109 square metres; and

(b) An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan (the common property) apportioned to the said section in accordance with the participation quota of the said section.

Street address: 20 Buxdale Gardens, 21 Quail Street, Kharwastan.

Improvements: Brick under tile roof dwelling comprising three bedrooms, lounge, dining-room, ensuite, kitchen, toilet and bathroom and garage (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 cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff within 14 (fourteen) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth.

Dated at Durban this 12th day of January 1994.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Z15829/jr.)

Case 1029/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPERDOWN HELD AT CAMPERDOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **F. J. Mkhize**, Defendant

In pursuance of a judgment granted on 17 November 1993, in the Magistrate's Court and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 February 1994 at 11:00, at the Sheriff's Office, 5 Bishop Street, Camperdown (behind the Masonic Lodge):

Description: Unit 64, in the Township of Mpumalanga D, District County of Pietermaritzburg, in extent of 332 square metres, represented and described on General Plan BA32/1972.

Physical address: Unit D64, Mpumalanga.

Improvements: Single storey, brick under asbestos dwelling, two bedrooms, bathroom, kitchen and lounge.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions may be inspected at the office of the Sheriff, Camperdown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 17th day of January 1994.

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 8548/91

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 **Susheila Devi Naidoo**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 25 February 1994 at 10:00:

Description: Subdivision 3 of Patel of A of C of the farm Duiker Fontein 785, situated in the City of Durban, Administrative District of Natal, in extent 1 249 (one thousand two hundred and forty-nine) square metres, held under Deed of Transfer T29227/87.

Physical address: 23 Westview Road, Greenwood Park, Durban, Natal.

Zoning: Special residential.

The property consists of the following:

Brick walls under tile roof house comprising entrance-hall, lounge, dining-room, family room, kitchen (Elo/Hob), laundry, four bedrooms, bathroom and toilet. The outbuildings comprise garage, two detached garages, servant's quarters and toilet/shower.

Nothing in this regard is guaranteed:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Sales Room, 14 Milne Street, Durban, Natal.

Dated at Durban this 10th day of January 1994.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Alfán/S.5150/slm.)

Case 102/93

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Mthokozeni Fakazi**, Defendant

In pursuance of a judgment granted on 24 March 1993 in the above Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 February 1994 at 09:00, in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H3558, situated in the Township of eSikhawini, Distrik of Ongoye, in extent 444 (four hundred and forty-four) square metres.

1. (b) *Street address:* Ownership Unit H3558, eSikhawini.

1. (c) *Property description (not warranted to be correct):* Single storey block under tile roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom/toilet. The property is full electrified and on main sewerage.

1. (d) *Zoning/Special privileges or exemptions:* No special privileges or exemption. Zoned Residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 13th day of January 1994.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr de Ridder/05/K600/235.)

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Jabulani Tadeus Cele**, Defendant

In pursuance of judgment granted on 3 April 1992, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23 February 1994 at 10:00, the main south entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post), to the highest bidder:

Description: A certain piece of land, being Ownership Unit Z617, in extent 504 square metres, situated in the Township of Umlazi, represented and described on General Plan PB112/1979, held by virtue of Deed of Grant 3194/1985.

Physical address: Ownership Unit Z617, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick/plaster and tile dwelling (107,35 m²) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom, w.c.'s and single garage (freestanding) (20 m²).

Municipal electricity, water supply and sanitation: Local authority.

Improvements: Verandah (8 m²) and retaining wall/brick and awnings.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 19,75% (nineteen comma seven five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban on this 17th day of January 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00761/MM.)

Case 1801/92

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mbuyisell Gladman Mlombi**, Defendant

In pursuance of a judgment granted on 26 October 1992 in the Court of the Magistrate, Umlazi, and under a writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 February 1994 at 10:00, at the main east entrance to the Umlazi Court (at the National and KwaZulu flagpole):

Description: Ownership Unit 1023, in the Township of Umlazi, Unit 25, in the District of Umlazi, in extent 382 (three hundred and eighty-two) square metres.

Postal address: Section AA 1023, Umlazi.

The property consists of: Dwelling-house of plastered brick, with tile roof, consisting of three bedrooms, two bathrooms, kitchen, dining-room, lounge, two garages, no outbuildings, property is fenced and property has electricity.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.1 The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per centum) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban on this the 18th day of January 1994.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mrs H. Savage/m/001137.)

Case 10239/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Execution Creditor, and **Amos Hlongwane**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam, dated 14 January 1992, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 February 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Ownership Unit 178, in the Township of Ohlange, in extent of 343 (three hundred and forty-three) square metres, as represented and described on General Plan SG2271/1987.

Postal address: Unit 178, Ohlange.

Improvements: Block under asbestos dwelling, comprising two bedrooms, lounge, kitchen, toilet – outside, no bathroom and no water and lights facilities. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 22% (twenty-two per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this 20th day of January 1994.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/H101.)

Case 42019/93

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

In the matter between **Mrs L. Bachal**, Execution Creditor, and **Magiel Richard Watkins**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 16 August 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 22 February 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Property description:

(a) Section 16, as shown and more fully described on Sectional Plan SS49/1980, in the building or buildings known as Kenton, situated at Durban, in the City of Durban, of which the floor area, according to the sectional plan, is 90 (ninety) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section.

Postal address: 31 Kenton, 90 West Street, Durban.

Improvements: A sectional title flat, comprising three bedrooms, kitchen, dining-room, lounge, toilet and bathroom. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 20,25% (twenty comma two five per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), current and arrear levies due to the Body Corporation (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, Durban Central, Second Floor, Stafmeyer House, Beach Grove, Durban.

Dated at Durban on this 21st day of January 1994.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/SC/Sale/M15499.)

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

In the matter between **Telkom S.A. Limited**, Plaintiff, and **Mbuyiseni Michael Nkosi**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on 10 June 1992, in the above-mentioned suit, the following immovable property will be sold by public auction by the Deputy Sheriff of the Supreme Court of South Africa, for the District of Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, Natal, on Tuesday, 22 February 1994 at 10:00, on conditions which will be read out by the Deputy before the sale, and which conditions are in the possession of the Deputy Sheriff, and may be inspected at his office at 5 Poort Road, Ladysmith, Natal, namely:

Ownership Unit D1569, situated in the Township of Ezakheni Township, District of Ennambithi, Administrative District of Natal, measuring 220 (two hundred and twenty) square metres, which property is physically situated at Ennambithi, and which property is held by the above-named Defendant under and by virtue of Certificate of Right of Leasehold G05731/89.

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 Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17% (seventeen per cent) per annum, compounded monthly in advance of 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 11th day of January 1994.

Mason Weinberg, Plaintiff's Attorneys, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. Mr Seymour/oc/T7.)

Case 69374/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Plaintiff, and **Razia Bhorat**, Defendant

In pursuance of a judgment granted on 8 December 1993, in the Magistrate's Court of Durban and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 1 March 1994 at 14:00, at the front of the Magistrate's Court, Somtsue Road, Durban, to the highest bidder:

Description: Subdivision 77 of Lot 3134, Durban North, situate in the City of Durban, Administrative District of Natal, in extent 1 063 (one thousand and sixty-three) square metres. *Postal address:* 33 Norrie Avenue, Durban North, 4051.

Improvements: One dwelling consisting of brick and tile, lounge, dining-room and enclosed porch, kitchen with built-in units, three bedrooms, toilet, bathroom, shower and wash basin. Outbuildings: Granny flat: Two rooms, lounge, kitchen, shower and toilet, wash basin, single lock-up garage, swimming-pool.

Held by the Defendant in her name under Deed of Transfer T26847/91.

Nothing above is guaranteed. Vacant possession is not guaranteed.

Terms: The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash immediately on the property being knocked down to the purchaser and the balance against transfer to be secured by a bank or building society guaranteed to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Magistrate's Court or the auctioneer within 14 days after the sale.

2. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Durban North. Interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Umhlanga Rocks this 18th day of January 1994.

P. A. Jenkins, for Gavin Gow & Co., Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.] C/o Henry Francis JP, 23 Realty Centre, Umdloti Main Road, Verulam; P.O. Box 610, Umhlanga Rocks, 4320. (Tel. 561-1011.)

Case 11623/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Thembinkosi Henschel Nxumalo**, Defendant

In pursuance of a judgment of the above Honourable Court dated 30 November 1993, a sale in execution will be held on Friday, 25 February 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, when the following property will be sold by the Sheriff of the Magistrate's Court for the District of Inanda, to the highest bidder:

Ownership Unit E1392, in the Township of Ntuzuma, District of Ntuzuma, in extent 398 square metres represented and described on General Plan PB 421/1986; with the postal and street address of Unit E1392, Ntuzuma.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof dwelling with light and water facilities comprising of three bedrooms, kitchen, lounge and toilet with bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per 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 for the District of Inanda, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 19th day of January 1994.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N423.3401/93.)

Case 2935/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Jerome Mayothis Zulu**, First Defendant, and **Sithembiso Peter Zulu**, Second Defendant

In pursuance of a judgment granted on 24 June 1993 in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 25 February 1994 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit C858, in extent 300 square metres, situated in the Township of Ntuzuma, represented and described on General Plan PB72/1983, held by virtue of Deed of Grant 4648/87. *Physical address:* Ownership Unit C858, Ntuzuma Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick and tile dwelling (76,63 m²) comprising of kitchen, dining-room, lounge, three bedrooms, two bathrooms and two w.c.'s. municipal electricity, water supply and sanitation: Local authority. *Improvements:* Verandah (6 m²) and wiremesh fencing.

Description: A certain piece of land, being Ownership Unit F1303, in extent 407 square metres, situated in the Township of Ntuzuma, represented and described on General Plan PB 419/1978. Held by virtue of Deed of Grant G78/88. *Physical address:* Ownership Unit F1303, Ntuzuma Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick and asbestos dwelling (54 m²) comprising of kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation. Local authority.

Nothing is guaranteed in respect of such improvements on both properties.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 19,5% (nineteen comma five per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer cost, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 24th day of January 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z79449/MM.)

Case 61948/93
PH 132

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Sydney Robert Ndlovu**, First Execution Debtor, and **Louisa Ndlovu**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Durban, and writ of execution dated 10 November 1993, the immovable property listed hereunder will be sold in execution on 22 February 1994 at 14:00, at the front entrance to the Durban Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Subdivision 307 (of 183) of Lot 329, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 682 (six hundred and eighty-two) square metres, held under Deed of Transfer T7527/93 subject to the conditions contained therein.

The immovable property is situated at 44 Dawood Place, Parlock, Durban.

Zoning: Special/Residential.

Improvements: Brick under tile dwelling consisting of two bedrooms, main-en-suite bathroom with washbasin and toilet, lounge, dining-room, kitchen with fitted units and hob, bathroom with washbasin and toilet, verandah, double lock-up garage and watcrete fence.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed. Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Tel. (031) 368-2100. (Ref. S. Naicker).

Dated at Durban this 21st day of January 1994.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/dsr/05/N3701/93/N34.)

Case 1199/92

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Ntombifuthi Theophila Cele**, Defendant

In pursuance of judgment granted on 26 October 1992, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23 February 1994 at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu flag post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit T1427, in extent 296 square metres, situated in the Township of Umlazi, represented and described on General Plan BA84/1976, held by virtue of Deed of Grant 3721/95.

Physical address: Ownership Unit T1427, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a double storey plaster/face brick and concrete dwelling (general dealer/bottle store/ladies bar) (224,17 m²). Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guarantee cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 20th day of January 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z06132/MM.)

Case 5949/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **George, Mervyn**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 24 February 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 3737, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, situation 2 Corundum Street, Ennerdale Extension 5, area 300 (three hundred) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under tiled roof, paved driveway, enclosed with brick walls.

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

Dated at Johannesburg on this the 21st day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NI37E/mgh/tf.)

Case 03772/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Muller, Vincent Noel**, 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, 24 February 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: 1. Lot 1193, Jeppestown Township, Registration Division IR, Transvaal.

2. Lot 1194, Jeppestown Township, Registration Division IR, Transvaal.

3. Lot 1196, Jeppestown Township, Registration Division IR, Transvaal.

Situation: 1. 432 Marshall Street, Jeppestown.

2. 430 Marshall Street, Jeppestown.

3. 54 Stone Street, Jeppestown.

Area: 1. 248 (two hundred and forty-eight) square metres.

2. 248 (two hundred and forty-eight) square metres.

3. 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Two bedrooms, two bathrooms, kitchen/pantry, lounge, dining-room, family room, study, store-room, double carport, under iron roof, brick 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 and other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 21st day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR090E/mgh/tf.)

Case 34213/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Moore, David Henry**, First Defendant, and **Moore, Sharon Linda**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 24 February 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 15, De Klerkshof Township, Registration Division IR, Transvaal.

Situation: 41 De Klerks Drive, De Klerkshof, Edenvale.

Area: 595 (five hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom with separate toilet, kitchen, lounge, dining-room, carport, swimming-pool, under tiled roof, staff quarters with outside ablution, concrete driveway and enclosed with precast walls.

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

Dated at Johannesburg on this the 19th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR230E/mgh/tf.)

Case 31073/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Phakathi, Samuel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 24 February 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 21058, Diepkloof Township, Registration Division IQ, Transvaal.

Situation: 21058 Zone 5 Diepkloof.

Area: 300 (three hundred) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge/dining-room, under tiled roof and enclosed with brick walls.

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

Dated at Johannesburg on this the 6th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ98E/mgh/tf.)

Case 20774/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Ludick, Nicholas Petrus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 24 February 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 4374, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, situation 32 Prehnite Crescent, Ennerdale Extension 5, area 297 (two hundred and ninety-seven) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom with separate toilet, kitchen, lounge, under tiled roof, concrete driveway, enclosed with pre-cast walls and wire fencing.

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

Dated at Johannesburg on this the 20th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO40E/mgh/tf.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Adams, Mohamed Cassim**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 24 February 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 646, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, situation 157 Gemini Crescent, Ennerdale Extension 1, area 325 (three hundred and twenty-five) square metres.

Improvements (not guaranteed): A semi-detached house consisting of three bedrooms, bathroom, kitchen, lounge/-dining-room, carport, under tiled roof, property enclosed.

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

Dated at Johannesburg on this the 20th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV35E/mgh/tf.)

Case 8759/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Perco Eiendomme BK**, First Defendant, and **Persis Debora Ebersohn**, 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 Portion 12 (a portion of Portion 8), of Erf 2018, in the Township of Villiera, Registration Division JR, Transvaal, measuring 1 276 square metres, situated at 635 32nd Avenue, Villiera.

Terms and Conditions:

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

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

Description of property: Lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., shower, entrance-hall and front stoep.

Outbuildings: Single garage, two servants' rooms and w.c.

Other improvements: Barbeque, gates, driveway and paving.

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

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

Signed at Pretoria on this the 27th day of January 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N886.)

Case 83201/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Benjamin Fredeman van Staaden**, First Defendant, and **Naomi van Staaden**, Second Defendant

In execution of a judgement 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 March 1994 at 10:00, or to the highest bidder:

Certain Erf 25, situated in the Township of Weavind Park, Registration Division JR, Transvaal, measuring 1 068 square metres, situated at 195 Gurney Street, Weavind Park, 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:

Lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and front stoep.

Outbuildings: Single garage, carports for four vehicles, servant's room and w.c.

Other improvements: Brick paving, security doors, trellis and gates, boreholes plus pump and walls.

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

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

Signed at Pretoria on this the 26th day of January 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N1112.)

Saak 23744/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Beperk**, Eiser, en **M. D. Smith**, Verweerder

Neem kennis dat in terme van 'n vonnis van bogenoemde Hof en 'n lasbrief vir beslaglegging gedateer 3 Januarie 1994, die ondervermelde eiendom in eksekusie verkoop sal word op Dinsdag, 22 Februarie 1994, te die Balju, Hooggereghof, Pretoria-Sentraal, Visagiestraat 228, Pretoria:

Die eiendom wat aldus te koop aangebied sal word is Deel 50, soos aangetoon en volledig beskryf op deelplan SS179/88, in die gebou of geboue bekend as Sackville Court, Erf 1203, geleë in die dorpsgebied Sunnyside, Pretoria, Registrasieafdeling JR, Transvaal, groot 70 (sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Deel-titel T179/88(50) (UNIT), bekend as Sackville Court 303, Vlokstraat 135, Sunnyside, Pretoria.

Verbeterings: Hoofgebou bestaan uit sitkamer, kombuis, een-en-'n-halwe slaapkamer, badkamer met 'n motorhuis.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae is by die kantoor van die Balju, Pretoria-Sentraal.

Geteken te Pretoria hierdie 24ste dag van Januarie 1994.

P. R. Greyling, vir Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser, Praetor Forum, Eerste Verdieping, Van der Waltstraat 269, Pretoria. (Verw. Greyling/PB/A. 155/93.)

Saak 13861/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Bpk.**, Eiser, en **Catharina Magdalena le Roux**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogenoemde aksie toegestaan op 17 Augustus 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Vrydag, 25 Februarie 1994 om 11:00:

Restant van Gedeelte 29 ('n gedeelte van Gedeelte 25), van die plaas Beynespoort 335, Registrasieafdeling JR, Transvaal, grootte 5,8936 hektaar, gehou kragtens Akte van Transport T15964/1985. (Die eiendom is ook beter bekend as die plaas Beynespoort).

Plek van verkoping: Die verkoping sal plaasvind voor die Landdroeskantoor, Cullinan.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n sinkdak met vier slaapkamers, groot grasdaklapa en braai-area, swembad, motorafdak en alle buitegeboue.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Cornelisstraat 41, Bronkhorst-spruit, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 4de dag van Februarie 1994.

D. H. Botha, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. C. Rossouw/F7313/mw.)

Saak 77426/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Jacques Siegfried Visser**, Verweerder

'n Verkoping word gehou te Balju, Pretoria-Wes, Kamer 603, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 24 Februarie 1994 om 10:00, van:

Gedeelte 2 ('n gedeelte van Gedeelte 1), van Erf 1593, geleë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, groot 714 vierkante meter, gehou kragtens Akte van Transport T98933/92 (Maltzanstraat 206, Pretoria-Wes).

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price 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 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 for the Supreme Court, Chatsworth, at 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth.

Dated at Durban on this the 26th day of January 1994.

Phipson & De Villiers, Plaintiff's Attorneys, Fourth Floor, RMS Syfrets House, 331 Smith Street, Durban. (Tel. 304-7794.)
(Ref. Chris Pride/lf.)

Case 1107/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Standard Bank Financial Nominees (Pty) Ltd**, Plaintiff, and **MDS Shopping Complex CC**,
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, Defendant's right, title, interest, claim and demand in respect of Notarial Agreement of Lease K418/90L entered into between the Defendant as Lessee and the Umnini Board of Trustees as Lessor in respect of the immovable property described hereunder will be sold to the highest bidder, on the steps of Magistrate's Court, Umbumbulu, on Friday, 25 February 1994 at 10:00:

Description: Lease NR1, on the farm Umnini Location 1788, situated in the Administrative District of Natal, in the extent 4 661 (four thousand six hundred and sixty-one) square metres.

Improvements: Shopping Centre.

Zoning: Urban area.

1. The sale shall be subject to the terms and conditions of the Supreme Court's 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 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 for the Supreme Court, Umbumbulu.

Dated at Durban on this the 28th day of January 1994.

Phipson & De Villiers, Plaintiff's Attorneys, Fourth Floor, RMS Syfrets House, 331 Smith Street, Durban. (Tel. 304-7794.)
(Ref. Chris Pride/lf.)

Case 3230/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Bongani Andrison Nxumalo**, Execution Debtor

In pursuance of a judgment granted on 24 May 1993 in the Magistrate's Court for the District of Inanda Area 1, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 25 February 1994 at 10:00, at the front entrance to the Magistrates' Courts Building, Moss Street, Verulam:

Description: Site 23, in the Township of Ohlange, District of Ohlange, in extent 290 (two hundred and ninety) square metres, represented and described on General Plan SG2271/87, held under Deed of Grant G9395.

Street address: Unit 23, Ohlange.

Improvements: A block under asbestos dwelling, consisting of two bedrooms, kitchen, lounge, toilet (outside), no bathroom. Water and light facilities.

Zoning: Special residential (nothing guaranteed).

The sale shall be for rands and no bids of less than R100 (one hundred rand) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per centum) per annum to the bondholder, Nedcor Bank Limited (formerly named Nedperm Bank Limited), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam [Tel. (0322) 33-1037].

Dated at Durban this 25th day of January 1994.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case 1113/93

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

In the matter between **Nedcor Bank Limited**, formerly Nedperm Bank Limited, Plaintiff, and **J. Noka**, Defendant

In pursuance of a judgment in the Magistrate's Court, Ladysmith, and a warrant of execution issued on 13 April 1993, the following property will be sold in execution on 1 March 1994 at 15:00, at the Magistrate's Court, eZakheni, to the highest bidder:

Unit B2148, situated in the Township of eZakheni, District County of Klip River, in extent 400 (four hundred) square metres.

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

Improved as follows: Three-bedroomed house with lounge, bathroom/toilet and kitchen under concrete tiled roof.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to 10% (ten per cent) thereof on the date of sale and the balance to be secured within 14 (fourteen) days thereafter by a bank- or building society guarantee.

3. 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 Court, Ladysmith.

Dated at Ladysmith this 25th day of January 1994.

Macaulay & Riddell, Plaintiff's Attorneys, 126 Murchison Street, Ladysmith.

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The City Treasurer of the City of Durban**, Applicant, and **Vinayangam Naidoo**

In execution of orders of the Supreme Court of South Africa (Durban and Coast Local Division) dated 30 August 1991 and 19 October 1993 respectively, a sale will be held by the Sheriff of Pinetown, at the front entrance to the Magistrate's Court, Chancery Lane, Pinetown, on Friday, 18 February 1994 at 10:00, of the property reflected hereunder to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

Property description: Lot 3635, Reservoir Hills Extension 15.

Property address: Annet Drive.

Improvements: None-vacant land.

Conditions and terms:

The representations or warranty as to the description, extent, zoning or improvement of any property is given or made, and no liability shall attach to the Sheriff or the Execution Creditor in that regard.

Prospective purchasers should check with the City Engineer regarding any restrictions which may attach to the usage of a property under any town-planning scheme, by-law or other regulation.

No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations express or implied, as to the uses to which any property should under these conditions may be put, are made, nor is anything guaranteed with regard to the description or condition of any buildings or other improvements on any such property.

The purchaser in each case, shall immediately after the sale pay to the auctioneer his commission of 5% (five per cent) of the first R20 000 (twenty thousand rand) of the purchase price and thereafter 3% (three per cent), subject to a minimum of R100 (one hundred rand) and a maximum of R6 000 (six thousand rand) and a deposit of 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque.

The purchaser shall also be liable to pay current rates, taxes and other charges referred to in section 175 of Ordinance No. 25 of 1974 (Natal), as well as transfer duty and costs of transfer on demand by the applicant's conveyancers.

The full conditions of sale may be inspected at the offices of any of the undersigned. The balance of the purchase price with interest as set out in the conditions of sale is to be secured against transfer by a bank or building society guarantee to be furnished to the Sheriff concerned, within 14 (fourteen) days after the date of sale.

Sheriff, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

ORANJE-VRYSTAAT ORANGE FREE STATE

Case 20577/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Natal Bouvereniging Beperk**, Eiser, en **Liesbet Lenie Jaars**, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens lasbrief gedateer 3 Desember 1993, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op Vrydag, 25 Februarie 1994 om 10:00, te Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Deel 9, soos getoon en vollediger beskryf op Deelplan SS38/1991, in die gebou of geboue bekend as Da Vinci Square, geleë te Erf 1382, Uitbreiding 2, geleë in die dorp Ashbury, distrik Bloemfontein, waarvan die vloeroppervlakte, volgens genoemde deelplan 48 (agt-en-veertig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op die genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gehou kragtens Sertifikaat van Geregisteerde Deeltitel ST1409/91.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom/me sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 16% (sestien persent) per jaar bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonniskskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins van enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Wes, en/of p.a. Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdieping, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 28ste dag van Desember 1993.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir die Eiser, Bloemfontein.

Case 10003/93

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

In the matter between **Oostelike Provinsie Bouvereniging**, Plaintiff, and **Adriaan Cornelis van der Merwe** (I.D. No. 4210135038009), First Defendant, and **Hester Martha Maria van der Merwe** (I.D. No. 4703250107005), Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bloemfontein, granted on 11 November 1993, and a warrant of execution, the following property will be sold in execution with/without reserve to the highest bidder on Friday, 11 February 1994 at 10:00, at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, by the Sheriff, Bloemfontein East, namely:

Plot 34 van Highveld Kleinplase, geleë op Onderverdeling 2 van die plaas Highveld 585, geleë in die plaaslike gebied van Bloemspuit, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar, onderworpe aan sekere voorwaardes kragtens Akte van Transport T5943/1987.

Consisting of lounge, dining-room, familyroom, work room, three bedrooms, bathroom, toilet, shower, kitchen, scullery, closed in stoep, double garage, servants' quarter with toilet, store room, iron roof and borehole/municipal water.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance within fourteen (14) days shall be paid or shall be secured by a bank or building society. The sale shall in all respects be governed by the Magistrates' Courts Act of 1944, and the rules made thereunder or any amendment thereof or substitution thereof and subject thereto. The property shall be sold voetstoots to the highest bidder. The purchaser shall be liable and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Court or for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State) or any amendment thereof or substitution therefor.

Conditions of sale: The full conditions of sale may be inspected prior to the sale at the office of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 48-3145/6/7.] [Ref. D. A. Honiball (NEO716).]

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedcor Bank Beperk**, Eksekusieskuldeiser, en **H. Fölscher**, Eerste Eksekusieskuldenaar, en **A. J. Fölscher**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 10 Desember 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 25 Februarie 1994 om 11:00, voor die Landdroskantoor, Welkom:

Erf 3794, geleë te Craibstraat 71, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 1 536 vierkante meter, gehou kragtens Transportakte T2852/87.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, woonkamer, eetkamer, kombuis, twee badkamers en dubbel motorhuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18% (agtien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 12de dag van Januarie 1994.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 9604/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Khagiso Terence Shoai**, Eiser, en **mnr. McCaskill**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros, Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 29 September 1993, sal die volgende eiendom op 25 Februarie 1994 om 10:00, by die Peetlaan-ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Erf 3631, Uitbreiding 5, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Ashbury, distrik Bloemfontein, groot 600 (seshonderd) vierkante meter, gehou kragtens Titellakte T8027/1989.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Barnesstraat 5, Bloemfontein.

Geteken te Bloemfontein hierdie 12de dag van Januarie 1994.

J. P. Smit, vir Naudes, Prokureur vir Eiser, Trustfonteingebo, Tweede Verdieping, Posbus 153, St Andrewstraat, Bloemfontein.

Saak 15765/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **L. G. en C. N. Ramathebane**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op Vrydag, 25 Februarie 1994 om 10:00, per publieke veiling deur die Balju, Bloemfontein, verkoop word:

Erf 15766, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mangaung, gehou kragtens Transportakte TL11873/91, grootte 299 (tweehonderd nege-en-negentig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 5% (vyf persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Bloemfontein hierdie 21ste dag van Januarie 1994.

Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebo, St Andrewstraat 151, Bloemfontein.

Case 16257/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Chaena Izak Tsholo**, Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 25 February 1994 at 10:00, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain: Plot 16811, Mangaung, Bloemfontein, held by the Defendant in terms of Deed of Transfer TL2032/93, with improvements thereon.

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 guarantee within 14 (fourteen) days after the sale.

Improvements: Two bedrooms, lounge, dining-room, bathroom and kitchen.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 24th day of January 1994.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein. To Sheriff, Bloemfontein East.

Case 6679/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Charles Haddon Potgieter**, First Defendant, and **Gesina Susanna Potgieter**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 7 October 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 25 February 1994 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 1076, situated in the Township of Riebeeckstad, District of Welkom, measuring 1 131 (one thousand one hundred and thirty-one) square metres, held by the Defendant by virtue of Deed of Transfer T638/1987, known as 106 McLean Street, Riebeeckstad.

Improvements: Lounge, dining-room, family room, kitchen, three bedrooms, bathroom, separate toilet, bath, shower and toilet, entrance-hall with outbuildings consisting of garage, toilet, granny flat consisting of two rooms, kitchen, toilet and shower. None of which are guaranteed.

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale, and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this the 27th day of January 1994.

M. C. Louw, for Daly & Neumann Incorporated, Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/LVR/AL510.)

Saak 833/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WINBURG GEHOU TE WINBURG

In die saak tussen **Kleintjie Botha**, Eiser, en **J. Ferreira**, Verweerder

Ten uitvoere van 'n vonnis van die Landdroshof van Winburg en kragtens 'n lasbrief tot uitwinning gedateer 29 Januarie 1993, sal die volgende eiendom per publieke veiling vir kontant op Woensdag, 9 Maart 1994 om 10:00, te die Landdroskantoor, Winburg aan die hoogste bieder verkoop word, naamlik:

AANHANGSEL "A"

1. **Geregistreerde eienaar:** Johannes Stephanus Ferreira, Identiteitsnommer 500311 5666 08 3.

Eiendom: Restand van die plaas Status 2184, geleë in die distrik Winburg, groot 99,0815 hektaar, gehou kragtens Transportakte T7062/1990 (T1736/1928).

Verbande: B7525/1990 (1) Eerste Nasionale Bank R80 000,00 R16 000,00, B14838/1991 (2) Eerste Nasionale Bank R80 000,00 R16 000,00, B17899/1992 (3) Eerste Nasionale Bank R140 000,00 R28 000,00.

2. Geregistreerde eienaar: Johannes Stephanus Ferreira, Identiteitsnommer 500311 5666 08 3.

Eiendom: Restant van die plaas Kareeplaas 718, geleë in die distrik Winburg, groot 99,0815 hektaar, gehou kragtens Transportakte T7062/1990 (T35516/1888).

Verbande: B7525/1990 (1) Eerste Nasionale Bank R80 000,00 R16 000,00, B14838/1991 (2) Eerste Nasionale Bank R80 000,00 R16 000,00, B17899/1992 (3) Eerste Nasionale Bank R140 000,00 R28 000,00.

3. Geregistreerde eienaar: Johannes Stephanus Ferreira, Identiteitsnommer 500311 5666 08 3.

Eiendom: Onderverdeling 3 van die plaas Braklaagte 1880, geleë in die distrik Winburg, groot 85,6532 hektaar, gehou kragtens Transportakte T7062/1990 (T2101/1936).

Verbande: B7525/1990 (1) Eerste Nasionale Bank R80 000,00 R16 000,00, B14838/1991 (2) Eerste Nasionale Bank R80 000,00 R16 000,00, B17899/1992 (3) Eerste Nasionale Bank R140 000,00 R28 000,00.

4. Geregistreerde eienaar: Johannes Stephanus Ferreira, Identiteitsnommer 500311 5666 08 3.

Eiendom: Onderverdeling 6 (Patmos) van die plaas Braklaagte 1880, geleë in die distrik Winburg, groot 42,8266 hektaar, gehou kragtens Transportakte T7062/1990 (T4975/1950).

Verbande: B7525/1990 (1) Eerste Nasionale Bank R80 000,00 R16 000,00, B14838/1991 (2) Eerste Nasionale Bank R80 000,00 R16 000,00, B17899/1992 (3) Eerste Nasionale Bank R140 000,00 R28 000,00.

5. Geregistreerde eienaar: Johannes Stephanus Ferreira, Identiteitsnommer 500311 5666 08 3.

Eiendom: Onderverdeling 7 (Oos) van 5 (Request) van die plaas Braklaagte 1880, geleë in die distrik Winburg, groot 42,8266 hektaar, gehou kragtens Transportakte T7062/1990 (T4975/1950).

Verbande: B7525/1990 (1) Eerste Nasionale Bank R80 000,00 R16 000,00, B14838/1991 (2) Eerste Nasionale Bank R80 000,00 R16 000,00, B17899/1992 (3) Eerste Nasionale Bank R140 000,00 R28 000,00.

6. Geregistreerde eienaar: Johannes Stephanus Ferreira, Identiteitsnommer 500311 5666 08 3.

Eiendom: Onderverdeling 1 (Daisy) van die plaas Braklaagte 1880, geleë in die distrik Winburg, groot 85,6532 hektaar, gehou kragtens Transportakte T7062/1990 (T2099/1936).

Verbande: B7525/1990 (1) Eerste Nasionale Bank R80 000,00 R16 000,00, B14838/1991 (2) Eerste Nasionale Bank R80 000,00 R16 000,00, B17899/1992 (3) Eerste Nasionale Bank R140 000,00 R28 000,00.

7. Geregistreerde eienaar: Johannes Stephanus Ferreira, Identiteitsnommer 500311 5666 08 3.

Eiendom: Restant van die plaas Rietpoort 21, geleë in die distrik Winburg, groot 61,2335 hektaar, gehou kragtens Transportakte T7062/1990 (T42456/1892).

Verbande: B7525/1990 (1) Eerste Nasionale Bank R80 000,00 R16 000,00, B14838/1991 (2) Eerste Nasionale Bank R80 000,00 R16 000,00, B17899/1992 (3) Eerste Nasionale Bank R140 000,00 R28 000,00.

8. Geregistreerde eienaar: Johannes Stephanus Ferreira, Identiteitsnommer 500311 5666 08 3.

Eiendom: Restant van die plaas Lourdes 1879 geleë in die distrik Winburg, groot 6,6766 hektaar, gehou kragtens Transportakte T7062/1990 (T1/1923).

Verbande: B7525/1990 (1) Eerste Nasionale Bank R80 000,00 R16 000,00, B14838/1991 (2) Eerste Nasionale Bank R80 000,00 R16 000,00, B17899/1992 (3) Eerste Nasionale Bank R140 000,00 R28 000,00.

9. Geregistreerde eienaar: Johannes Stephanus Ferreira, Identiteitsnommer 500311 5666 08 3.

Eiendom: Die plaas Komkommerhof 1878, geleë in die distrik Winburg, groot 5,6660 hektaar, gehou kragtens Transportakte T7062/1990 (T1/1923).

Verbande: B7525/1990 (1) Eerste Nasionale Bank R80 000,00 R16 000,00, B14838/1991 (2) Eerste Nasionale Bank R80 000,00 R16 000,00, B17899/1992 (3) Eerste Nasionale Bank R140 000,00 R28 000,00.

10. Geregistreerde eienaar: Johannes Stephanus Ferreira, Identiteitsnommer 500311 5666 08 3.

Eiendom: Restant van die plaas Resenthal 561 geleë in die distrik Winburg, groot 159,3807 hektaar, gehou kragtens Transportakte T7062/1990 (G00/1888).

Verbande: B7525/1990 (1) Eerste Nasionale Bank R80 000,00 R16 000,00, B14838/1991 (2) Eerste Nasionale Bank R80 000,00 R16 000,00, B17899/1992 (3) Eerste Nasionale Bank R140 000,00 R28 000,00.

Ten opsigte van voormelde verbeterings word geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Landdroshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank of bougenootskapwaarborg wat binne sewe (7) dae na die datum van verkoping aan die Balju van die Landdroshof of aan die prokureur wat die transport namens die eiser sal behartig gelewer word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van die Balju Landdroshof, Winburg.

Geteken te Bethlehem op hierdie 20ste dag van Januarie 1994.

Moore Harrington de Clerk, Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem.

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

BRIAN BOLTON

Duly instructed by the Trustee in the Insolvent Estate **C. A. Jonker, Master's Reference No. T. 3855/93**, we will sell by public auction entirely without reserve and to the highest bidder the following properties:

Prestigious Khyber Rock Cluster Home, Sandton, on Tuesday, 8 February 1994 at 10:30, on site being 3 Khyber Rock Estates, 6 Lincoln Road, Khyber Rock, Sandton.

Spacious three-bedroomed cluster home, separate lounge and dining-room, super kitchen with bic's, elo and hob, private pool, braai and entertainment area, low levy, full security, electronically controlled access, high walls with electric fence, ceramic tiled floors in entertainment area, double lock-up garage, brick driveway, easy access to Johannesburg Country Club and freeways.

Viewing: 6 and 7 February 1994 from 10:00 to 16:00.

Directions: N1 from Johannesburg/Pretoria take Wendywood/Marlboro exit, old Pretoria Road towards Pretoria, over freeway at Kelvin, follow pointer boards.

Super Semis, Rosettenville, on Tuesday, 8 February 1994 at 12:30, on site being 80 and 80A Lang Street, Rosettenville, Johannesburg.

Each unit consists of two large bedrooms with bic's, lounge, dining-room/kitchen with bic's, four plate stove and ceramic tiled floor, single full bathroom, fully security walled and a garage. Both semis have pressed design ceilings throughout. Stand size 496 square metres. Erf No. 358, Rosettenville.

Viewing: Monday, 7 February 1994 from 09:30 to 16:00.

Directions: Eloff Street Ext., left into La Rochelle, right into Turffontein, straight into Main, left at Violet, right into Lang.

Terms: Both properties require a 20% (twenty per cent) deposit in bank or bank-guaranteed cheque. Balance payable in thirty (30) days from date of confirmation which is seven days from date of auction by bank-guaranteed cheque or suiteable bank-guarantees.

For further information please contact the auctioneer, Brian Bolton. [Tel. (011) 782-6739 or 888-6071.]

TRAKMAN'S AUCTION SALES

Instructed thereto by the Liquidator of **Paint & Allied Chemicals CC, in liquidation, Master's Reference T3612/92**, we will sell the assets at our Mart, 5 First Street, New Doornfontein, Johannesburg, on Wednesday, 16 February 1994 at 11:00, on view from 09:00, on the day of sale.

Terms: Cash. [Tel. (011) 614-7135.]

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139.

PHIL MINNAAR BK AFSLAERS

INSOLVENTE BOEDELVEILING VAN PRAG WONING IN GESOGTE WOONGEBIED IN WES-TRANSVAALSE DORP - RUSTENBURG

In opdrag van die Kurator in die insolvente boedel **F. J. Vermaak, Meestersverwysing T4161/92**, verkoop ons die ondervermelde eiendom per openbare veiling op Vrydag, 11 Februarie 1994 om 11:00:

Plek van veiling: Sabie Rivierlaan 16, Cashan-uitbreiding 4, Rustenburg.

Beskrywing van eiendom: Erf 505, ook bekend as Sabie Rivierlaan 16, Cashan-uitbreiding 4, Rustenburg, Registrasie-afdeling JQ, Transvaal, groot 1 342 vierkante meter.

Verbeterings: Hierdie staan/teëldakwoning bestaan uit vierslaapkamers (hoofslaapkamer het eie badkamer), badkamer, kombuis, spens, sitkamer, eetkamer, studeerkamer, aparte toilet, opwasarea, stoorkamer, bediendekamer, dubbel toesluit motorhuis, plaveisel en gevestigde tuin.

Terme: 20% (twintig persent) deposito in kontant of gewaarborgde tjek alleen en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Daaglik tussen 08:00 en 17:00.

Navrae: Skakel Martin by (012) 322-8330/1.

Phil Minnaar BK Afslaers, Posbus 28265, Sunnyside, 0132. [Tel. (012) 322-8330/1/2.] [Faks (012) 322-9263.]

VAN'S AFSLAERS

VEILING HEUWELOORD WONING

In opdrag van die Kurator van insolvente boedel **P. J. Tegmann en Y. Tegmann, Meestersverwysing T4841/93**, verkoop Van's Afslaers, ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging op Maandag, 7 Februarie 1994 om 10:00, te Wildekastaainglaan 4, Heuweloord, Verwoerdburg, groot 1 101 m².

Verbeterings: Woonhuis met twee slaap-, eet-/sit- en badkamers, kombuis en motorafdek.

Betaling: 10% (tien persent) deposito plus kommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae daarna.

Inligting: Skakel Van's Afslaers (012) 335-2974.

VAN'S AFSLAERS**VEILING WIERDAPARK WONING**

In opdrag van die Kurator van insolvente boedel **B. de Beer, Meestersverwysing T2924/93**, verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserve, onderhewig aan bekragtiging op Maandag, 7 Februarie 1994 om 11:00, te Friederichestraat 329, Wierdapark, Verwoerdburg, groot 1 487 m².

Verbeterings: Woonhuis met drie slaap-, eet-, en twee bad-, kombuis/eetkamer, familie- en bediendekamer. Dubbel motorhuis en swembad.

Betaling: 10% (tien persent) deposito plus kommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae daarna.

Inligting: Skakel Van's Afslaers (012) 335-2974.

VAN'S AFSLAERS**VEILING HENNOSPARK DUPLEX**

In opdrag van die Kurator van insolvente boedel **O. Fourie, Meestersverwysing T4972/93**, verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserve, onderhewig aan bekragtiging op Vrydag, 11 Februarie 1994 om 11:00, te Woonstel 3, Castile, Mopanistraat, Hennospark, Verwoerdburg, groot 175 vierkante m².

Verbeterings: Duplex met twee slaap-, sit-, en twee badkamers, oopplan kombuis/eetkamer, balkon, portaal en motorhuis.

Betaling: 10% (tien persent) deposito plus kommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae daarna.

Inligting: Skakel Van's Afslaers (012) 335-2974.

VAN'S AFSLAERS**VEILING HOEWE ANDEON**

In opdrag van die Kurator van insolvente boedel **C. J. van Niekerk, Meestersverwysing T4008/93**, verkoop Van's Afslaers ondervermelde eiendom per openbare veiling, sonder reserve, onderhewig aan bekragtiging op Donderdag, 10 Februarie 1994 om 11:00, te Hoewe 45, Andeon LH, Pretoria, groot 2,0482 hektaar.

Verbeterings: Woonhuis met drie slaap-, eet-, twee sit-, en twee badkamers, kombuis, familiekamer, opwas, drie kantore en motorhuis.

Betaling: 10% (tien persent) deposito plus kommissie in kontant of gewaarborgde tjek. Waarborge binne 30 dae daarna.

Inligting: Skakel Van's Afslaers (012) 335-2974.

INSOLVENTE BOEDEL VEILING, J. F. VORSTER EN M. VORSTER, MEESTERSVERWYSINGSNOMMER T3365/93

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling, op 15 Februarie 1994 om 11:00, Deel 17, Deeplan SS23/89, Erf 2590/9, Pretoria.

Voorwaardes: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborg binne dertig (30) dae van bevestiging van verkoping.

Navrae: Skakel ons kantore by (012) 322-8330.

INSOLVENTE BOEDEL VEILING, J. J. FERREIRA EN C. T. FERREIRA, MEESTERSVERWYSINGSNOMMER T3678/93

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling, op 11 Februarie 1994 om 11:00, Erf 61, Aureus, Randfontein.

Voorwaardes: Twintig persent (20%) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Navrae: Skakel ons kantore by (012) 322-8330.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: R. M. PHIRI, MASTER'S REFERENCE No. T1298/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at House 2582, Ingwempisi Avenue, eMbahlele Extension 4, District of Secunda, Transvaal, on Saturday, 12 February 1994, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: P. KORTESIS AND M. KORTESIS, MASTER'S REFERENCE No. T1597/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 76 Eckstein Street, Observatory, District of Johannesburg, Transvaal, on Thursday, 10 February 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: M. JACOBS, MASTER'S REFERENCE No. T3236/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 67 Kings Avenue, Robinhills, District of Randburg, Transvaal, on Wednesday, 9 February 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: G. A. S. VON HELDEN GASIOROWSKI, MASTER'S REFERENCE No. T2497/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site Willow Avenue, Athol, District of Sandton, Transvaal, on Wednesday, 9 February 1994 at 10:30, a vacant stand.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: L. P. GERBER AND E. A. GERBER, MASTER'S REFERENCE No. T4277/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 663 Korana Street, Lindhaven Extension 4, District of Roodepoort, Transvaal, on Tuesday, 8 February 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: A. S. VAN DER WESTHUIZEN AND T. S. VAN DER WESTHUIZEN,
MASTER'S REFERENCE No. T4032/93**

Duly instructed by the Trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 319 Napier Street, Lindhaven Extension 2, District of Roodepoort, Transvaal, on Monday, 7 February 1994 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: V. NIEWOUDT, MASTER'S REFERENCE No. T1906/93**

Duly instructed by the Trustee in the above-mentioned estate, we will sell by public auction, on site at 53 Greenhills Avenue, Greenhills, District of Randfontein, Transvaal, on Monday, 7 February 1994 at 10:30, a three-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: V. NIEWOUDT, MASTER'S REFERENCE No. T1906/93**

Duly instructed by the Trustee in the above-mentioned estate, we will sell by public auction, on site at 53 Greenhills Avenue, Greenhills, District of Randfontein, Transvaal, on Monday, 7 February 1994 at 10:30, a three-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: A. R. NABBEE, MASTER'S REFERENCE No. T4065/92

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 7860 Corona Avenue, Lenasia Extension 9, District of Johannesburg, Transvaal, on Tuesday, 8 February 1994 at 10:30, a three-bedroomed home.

For further particulars and view contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax. (011) 789-4369.]

OMNILAND AFSLAERS

INSOLVENTE BOEDEL: RUSTENBURG, 9,5 HEKTAAR LANDHOEWE—RIETVLEI

Drie woonhuise, swembad en buitegeboue, Dinsdag, 15 Februarie 1994 om 11:00, op die hoewe.

Ligging: Vanaf Rustenburg op Swaruggenspad tot 2.9km verby die Phokeng (Sun City) afdraai, regs by Rietvlei bord. Volg grondpad vir 3.4km. Hoewe aan regterkant by wildwerende draad. Volg roetewysers.

Gedeelte 95 van die plaas Rietvly 271, Registrasieafdeling JQ, groot 9,5529.

Verbeteringe:

Woonhuis 1: Drie slaapkamers, twee badkamers, sit- en eetkamer, TV-kamer, kombuis, spens en sonkamer.

Woonhuis 2: Drie slaapkamers, badkamer, sit- en eetkamer, kombuis, spens, gastekamer.

Woonstel: Twee slaapkamers, badkamer, sit-/eetkamer en kombuis.

Buitegeboue: Motorafdak raamwerk ($\pm 90\text{m}^2$); Stoor sonder dak ($\pm 320\text{m}^2$); swembad.

Elektrisiteit: Munisipaliteit van Rustenburg.

Watervoorsiening: Twee boorgate (nie toegerus).

Afslaersnota: Die hele hoewe is met wildwerende draad toegespan, en lê in pragtige natuurskoon.

Betaalvoorwaardes: 20% (twintig persent) deposito met toeslag van bod. Bekragtiging binne sewe dae. Waarborge binne 30 dae.

Navrae: Die Afslaers. [Tel. (012) 324-1137.] Na ure Deon Botha. [Tel. (012) 83-3358.] (Ref. CJP Breet MV. T4053/1993.)

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MIDDELBURG op 25 Februarie 1994 om 10:00 voor die Landdroskantoor te MIDDELBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) DIE RESTERENDE GEDEELTE van GEDEELE 10 (UITZOEK) (Gedeelte van Gedeelte 2) van die plaas STERK-LOOP 352,

Registrasie Afdeling J.S., Transvaal;

GROOT: 369,6846 hektaar

Eiendom (1) Blykens Akte van Transport T24862/1979

(2) Gedeelte 11 ('n gedeelte van gedeelte 5) van die plaas STERKLOOP 352,

Registrasie Afdeling J.S., Transvaal;

GROOT: 91,6489 hektaar

(3) Gedeelte 3 van die plaas STERKLOOP 352,

Registrasie Afdeling J.S., Transvaal;

GROOT: 251,8251 hektaar

Eiendomme (2) en (3) Blykens Akte van Transport T41271/1968

in die naam van STEPHANUS JOHANNES VENTER

Let Wel! Die volgende gedeeltes is onteien deur Transnet:

(1) 9,8170 hektaar van eiendom (1)

(2) 2974 vierkante meter van eiendom (1) vir 'n pad- en pyplynserrituut

(3) 2,5782 hektaar van eiendom (2).

(Die eiendomme is in 'n beheerde gebied naamlik CL-RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hul hulself moet vergewis of enige belastinge ten opsigte van die eiendomme betaalbaar is).

Ligging van hierdie eiendomme:—

Eiendom (1):

8 km suid van Stoffberg

Eiendomme (2) en (3):

10 km suid van Stoffberg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Veekerend omhein en verdeel in kampe. Boorgat, grondnam en spruit.

Eiendomme (2) en (3)

Woonhuis, klipstoor, stoor, werkswinkel, voerstoor en varkhokke. Veekerend omhein en verdeel in kampe. 4 Boorgate, sementdam, grondnam en spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms 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: ADAC 01170 03G 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Januarie 1994.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, GROBLERSDAL op 23 Februarie 1994 om 10:00 voor die Landdroskantoor te GROBLERSDAL die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 9 ('n Gedeelte van Gedeelte 1) van die plaas SCHERP ARABIE 743,

Registrasie Afdeling K.S., Transvaal;

GROOT: 121,8710 hektaar

Blykens Akte van Transport T79280/1989

in die naam van JAN PAULUS LE GRANGE

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:

6 km noord van Marble Hall

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, kamer, rondawel, kantoor, stoor, stalle, kweekhuis en 8 arbeidershuise. Veekerend omhein en verdeel in kampe. Boorgat en opgaardam. Ressorteer onder die Elandsrivierstaatswaterbeheergebied en die Trans Elandsrivierbesproeiingsraad en 25,7 hektaar is daaronder ingelys. Dit word beweer dat waterbelasting ten bedrae van R1 742,00 plus rente verskuldig is.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied, bevestiging van die betrokke Minister verkry moet word dat hy die waterregte sal kan bekom. Die koper is verantwoordelik vir die oorpasing van die waterregte op sy naam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: ADAB 02532 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 27 Januarie 1994.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BRITS op 25 Februarie 1994 om 10:00 voor die Landdroskantoor te BRITS die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE GEDEELTE van GEDEELTE 46 (FATELAMA) ('n Gedeelte van Gedeelte 3)

van die plaas ZANDDRIFT 212

Registrasie Afdeling J.Q., Transvaal

GROOT: 155,6769 hektaar

Blykens Akte van Transport T26236/1975

(1,4242 hektaar van die eiendom onteien deur die Departement van Waterwese en Bosbou)

in die naam van HARALD HELMUT OTMAR MICHAEL SPÄTH

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

27 km noordnoordwes van Brits

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Dubbelverdiepingwoonhuis, ou woonhuis, tabakstoor, implemente-afdak, 9 braaikuikenhuise, 10 arbeidershuise en 13 arbeiderskamers. Veakerend omhein en verdeel in kampe.

Die eiendom ressorteer onder die Hartbeespoort Staatswaterskema en 50,5 hektaar is daaronder ingelys.

Dit word beweer dat waterbelasting ten bedrae van R5 414,47 plus rente verskuldig is.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoopoooreenkoms 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Dit word beweer dat die Staat eiendomsreg op 4 losmaattabakdroërs op die eiendom het.

VERWYSINGSNOMMER: AIAA 01135 01G 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 27 Januarie 1994.

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD**UNRESERVED LIQUIDATION SALE OF SUPERMARKET EQUIPMENT, INCLUDING FRIDGES AND FREEZERS, AND STOCK IN TRADE (TO BE SOLD IN LARGE LOTS)—BRONKHORSTSPRUIT**

Duly instructed thereto by the liquidator of **Africa Da Sud Distributors CC, in liquidation, Master's Reference No. T5209/93**, trading as A.D.S. Supermarket, we will sell, on Friday, 11 February 1994 at 10:00, on the spot, i.e. corner of Kerk and Kruger Streets, Bronkhorstspuit, the undermentioned:

1. Supermarket equipment:

Two new till cash registers plus printer and bar-code scanner, 40 megabyte 286 CPU plus stiffy drive, 3 x 3 x 2,5 metre freezer room in as new condition, 2,5 metre island fridge, 4 metre island freezer, 2,5 metre display fridge and 4 metre island fridge. Check-out counters, supermarket trolleys (2 and 4-wheel), price markers, and a selection of shelving, including wall shelving, gondolas etc. etc.

2. Stock in trade:

Including washing powder, toiletries, canned foods and jams, cereals, condiments, biscuits, etc. etc.

N.B.: The stock in trade will not be sold individually, but in wholesale lots.

Note: VAT is payable on all purchases.

Terms: Strictly bank-guaranteed cheques or cash (no items to be removed until cheques have been cleared).

Viewing: Wednesday and Thursday, 9 and 10 February from 09:00 to 16:00.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. [Tel. (012) 335-2931/2.]

AUCTRADE AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N LANDBOUHOEWE GELEË TE BROEDERSTROOM MET 'N PANORAMIESE UITSIG**

In opdrag van die Kurator in die insolvente boedel **G. P. J. van Zyl, Meestersverwysing T4177/93**, verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op Saterdag, 12 Februarie 1994 om 11:00, te Hoewe 168, Broederstroom:

Eiendom: Hoewe 168, Broederstroom, grootte 8,565 hektaar.

Verbeterings: Woning bestaande uit drie slaapkamers (HES), sitkamer/eetkamer, gesinskamer, kombuis met houtkaste, badkamer, toilet, stort en handewasbak, braaier, swembad, dubbelmotorhuis, motorafdakke, bediendekamer, voëlhokke en duursame volvloermatte.

Afslaersnota: Paradys vir die natuurliefhebber met 'n panoramiese uitsig.

Verkoopvoorwaardes: 10% (tien persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborgte ter versekering van die balans van die koopprys moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/Besonderhede: Daaglik tussens 08:00 en 18:00 of skakel die Afslaer by (012) 343-0741 of Radiospoor (012) 323-1020, Kode AT11.

Auctrade Afslaers, Posbus 30124, Sunnyside, 0132.

CONSILIOR (EDMS.) BPK.

Veiling—Derdepoort van Wild- en Rypvrye Besproeiingsplaas asook voertuie, wild, spilpunt, implemente lewende hawe op Maandag, 7 Februarie 1994 om 11:00 te die plaas Kromdraai.

In opdrag van die Kurator in die boedel van **F. C. Booysen en S. M. Booysen**, wat beredder word volgens artikel 28 van die Wet op Landboukrediet, **Meesterverwysingsnommer T3434/93**, bied ons die onderstaande per openbare veiling aan:

1. *Eiendom:* Gedeelte 1 van die plaas Kromdraai 114, Registrasieafdeling KR, Transvaal, groot 1 011,7246 hektaar.

Navrae: Consilior (Edms.) Bpk., Posbus 155, Potgietersrus. (Tel. 1054-3141.) Na ure: Hennie van der Watt. (Tel. 015312948.)

PROPERTY MART SALES

Duly instructed by the Trustee in the insolvent estate **W. Barwise, Master's Reference No. T3586/93**.

We shall sell subject to 14 days confirmation.

1. BRITS—BOKFONTEIN

Portion 76 (a portion of Portion 76) of the farm Bokfontein 448, Registration Division JQ, Transvaal, measuring 6,5853 hectare.

The improvements comprise of: Dwelling 1: Large lounge/dining-room, large kitchen with BIC bathroom, three large bedrooms with BIC (main en suite has shower and toilet). Dwelling 2: Lounge/dining-room, kitchen with BIC, two bedrooms with BIC and bathroom. Outbuildings: Three garages, double carport and reservoir. The property has Excom power and good water supply.

Directions: From Komando Neck four way stop follow Rustenburg Road (R27) for eight kilometres, turn right at Brits turn-off at Sonap filling station. Follow road for 1,7 kilometres over bridge. Take the first gravel turn-off right and property is the first small holding on the right hand side.

Sale takes place on the spot on Wednesday, 16 February 1994 at 11:00.

2. SCHOEMANSVILLE—HARTBEESPOORT DAM

Erf 535, Schoemansville, 1 438 square metres in extent and situated at 14 Hertzog Street. The improvements comprise of a spacious lounge/dining-room, interleading onto a patio and pool area, kitchen with BIC, breakfast nook and separate laundry, three bedrooms with BIC (main en suite with shower and toilet) and bathroom with separate toilet. The outbuildings comprise of a garage, servants' quarters with facilities, carport and pool.

Sale takes place on the spot on Wednesday, 16 February 1994 at 12:15.

Terms: 20% (twenty per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), 244 Louis Botha Avenue, First Floor, Pogir Ginsberg House, Orange Grove, 2192. P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215.] After hours: [Tel. (011) 793-6164.] C. Mostert.

ONGERESERVEERDE OPENBARE VEILING VAN TWEE EIENDOMME TE PRETORIA

In opdrag van die Kurator in die insolvente boedel van **Johannes Hendrik en Susanna Salomina Aletha Adriana Buchling, Meestersverwysing T3905/93**, verkoop ons die volgende:

(1) Sekere Erf 1938, Erasmia, beter bekend as Van Dykstraat 410, Erasmia, groot 2 052 m², met 'n ruim woonhuis.

Datum: 11 Februarie 1994, om 10:00, op die perseel Van Dykstraat 410, Erasmia.

(2) Sekere Eenheid 33, geregistreer onder Deelplan SS Holards Place, beter bekend as Woonstel 302, Hollards Place, Jacob Mareestraat 323, Sunnyside, Pretoria, met een slaapkamerwoonstel.

Datum: 11 Februarie 1994 om 11:00, op die perseel Hollards Place, Jacob Mareestraat 323.

Skakel gerus vir meer inligting.

INSOLVENT ESTATE M. ZECHMAN, MASTER'S REFERENCE No. T1789/93

Lombardy East, comfortable three-bedroom residence with cottage and pool.

To be sold by public auction on the spot 59 Shelley Road, on Wednesday, 9 February 1994 at 10:30.

Duly instructed by the Trustee concerned we will sell by public auction the home situated on Portion 2 of Erf 13, Lombardy East, measuring 2 024 square metres.

For further details please contact the auctioneers.

View: Day prior to the sale or by appointment with the auctioneer.

Terms: 20% (twenty per centum) deposit (bank or bank cheque) on the fall of the hammer. The balance to be paid by guarantees acceptable by the Trustee. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton, 2148. [Tel. (011) 444-5550.] [Fax (011) 444-5551.] S.A.I.A.

MALAN & VENNOTE

In opdrag van kurator van insolvente boedel Gert Schmidt, K75/93, bied ek op Vrydag, 18 Februarie 1994 om 10:00, te Brusselstraat Kenhardt, volgende goedere te koop aan:

A. Vaste eiendomme:

1. Restant Erf 1115, Kenhardt, groot 743 vierkante meter;

2. Erf 1116, Kenhardt, groot 743 vierkante meter.

Voormelde perseel vorm eenheid en is feitlik heel in "U" patroon, bebou met:

(a) Stewige drieslaapkamerwoning (kombuis, badkamer, toilet, sitkamer, gang, agterplaas en buitekamers) van ± 120 vierkante meter;

(b) Handelsarea, voorheen bedryf as vulstasie en motorhawe, bestaande uit ruim werkswinkel met hidrouliese hyser, verskeie voorraad en pakkamers, vertoonlokaal, gedeeltelik deur brand verwoes.

Die vaste eiendom is geleë in die Sentrale sakedeel van die dorp en het goeie ekonomiese en sake-moontlikhede.

B. Roerende goedere:

Insleepvoertuig, verkoeler, kompressor, staalpers, trollies en werksbanke met skroewe, wielbalanseerder, bandaf trek-masjiene, Mercedes motors (vir onderdele), 1948 Apache bakkie, staanboor, nuwe en tweedehandse bande, vloerteëls, motormasjiene blokke, Landrover masjiene, Hyserapparaat, pype trekstange, konkas, uitlaatype, twee slypstene, afsny-masjiene, klepsnymasjiene (stukkend), sweismasjiene (stukkend), kettinghyser, enjinnokke, boute en moere, gereedskapsrakke ens.

Betalingvoorwaardes: 10% (tien persent) van die koopsom van die vaste eiendomme is betaalbaar by bekragtiging van verkoper van eiendomme en balans teen registrasie van transport. Roerende goedere se koopsom is betaalbaar op datum van verkoping.

Verkoping vir alle bates geskied voetstoots en BTW is betaalbaar op alle koopsomme.

P. J. de B. de Villiers, Kurator, Posbus 27, Uppington. [Tel. (054) 2-2127/8/9.]

Alwyn van der Merwe, Posbus 7, Kenhardt. (Tel. 05462-17.) Malan & Vennote, Schroderstraat 25, Posbus 27, Uppington, 8800. 6 Januarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, LADY GREY op 25 Februarie 1994 om 10:00 voor die Landdroskantoor te LADY GREY die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 2 (ONO WEST) van die plaas ONO NR 171, in die Afdeling Aliwal-Noord

GROOT: 650,9643 hektaar

(2) Gedeelte 3 (MOOI HOEK) van die plaas BULTFONTEIN NR 155, in die Afdeling Aliwal-Noord

GROOT: 855,1044 hektaar

Eiendomme (1) en (2) Blykens Akte van Transport T15029/1988

in die naam van Dawid Juan Venter

Ligging van hierdie eiendomme:

Eiendom (1):

38 km suid van Lady Grey

Eiendom (2):

41 km suid van Lady Grey

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Woonhuis, store, rondawel en 5 arbeidershuise. Veekerend omhein en verdeel in kampe. 4 Boorgate, 2 sementdamme, 2 fonteine, drinkbak, 7 gronddamme vir veeuijing, 1 besproeiingsdam, Kraairivier.

Eiendom (2)

Woonhuis, rondawel, perdestal en 2 arbeidershuise. Veekerend omhein en verdeel in kampe. Boorgat, 3 fonteine, 7 gronddamme vir veeuijing. Sementdam, Kraairivier.

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 huurkooporeenkoms 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, kooporeenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

VERWYSINGSNOMMER: DCAL 04077 01G 02G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Januarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, STEYNSBURG op 25 Februarie 1994 om 10:00 voor die Landdroskantoor te STEYNSBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 3 (gedeelte van Gedeelte 1) van die plaas ROOSTERFONTEIN nr. 18, in die Afdeling Steynsburg

GROOT 342,6128 Hektaar

(2) Restant van Gedeelte 1 van die plaas ROOSTERFONTEIN nr. 18, in die Afdeling Steynsburg

GROOT 511,7779 Hektaar

(3) Die plaas VILJOEN nr. 56, in die Afdeling Steynsburg

GROOT 844,1465 Hektaar

Blykens Akte van Transport T55383/1989

in die naam van JOHANNES JAKOBUS VAN STRAATEN

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

28 km noordoos van Steynsburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, motorhuis, stoorkamer, bokskuur, skeerskuur en 2 arbeidershuise.

Vekeerend omhein en verdeel in kampe. 10 Boorgate, 7 sementdamme, 18 suipkrippe en 9 gronddamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAX 03626 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 27 Januarie 1994.

NATAL**BOLAND BANK AUCTIONS****INSOLVENCY PROPERTY AUCTION**

Duly instructed by the Trustees concerned we will auction the following properties, subject to confirmation within 14 days:

1. Insolvent estate H. Chunilal, Master's Reference N304/93.

The Remainder of Lot 89, Ottawa, situated in the development, area of Ottawa. *Extent:* 3,0281 hektaar.

The improvements consist of a four-bedroomed house with kitchen, lounge and dining-room and a large double garage with servants' quarters.

Venue: On site (follow our signs from Kisson Road).

Date: 8 February 1994 at 10:00.

2. Insolvent estate M. J. and E. C. Fayers, Master's Reference N405/93.

Lot 2057, Isipingo Extension 14, situated at 106 Falmoyant Drive, Isipingo Hills. *Extent:* 1 118m².

The improvements consist of a three-bedroomed house, MES, second bathroom, kitchen and lounge/dining-room combined and paved driveway.

Venue: On site.

Date: 8 February 1994 at 14:00.

Conditions of sale: 15% (fifteen per cent) deposit in cash or bank-guaranteed cheque at the fall of the hammer. Balance by suitable guarantee within 30 days from confirmation.

Enquiries: Dudley McCormick. [Tel. (031) 701-8422.]

Auctioneer: Koos van Rensburg. [Tel. (012) 804-2112.]

Subject to change without prior notice.

Boland Bank Auctions, 75 Crompton Street, Pinetown.

ORANJE-VRYSTAAT ORANGE FREE STATE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, SENEKAL op 25 Februarie 1994 om 10:00 voor die Landdroskantoor te SENEKAL die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van die plaas MOUNT DORA 754, distrik SENEKAL

GROOT: 74,6236 hektaar

(2) Die plaas JOCHMABRI 757, distrik SENEKAL

GROOT: 130,5912 hektaar

(3) Die plaas DIEPKLOOF 1218, distrik SENEKAL

GROOT: 156,7096 hektaar

Eiendomme (1) tot (3) blykens Aktes van Transport T4474/1970 en T4475/1970

(4) Die plaas REKWES 1219, distrik SENEKAL

GROOT: 156,7096 hektaar

Eiendom (4) blykens Akte van Transport T4991/1971

in die naam van FRITZ AUGUST VELTMAN SMIT

Ligging van hierdie eiendomme:—

12 km noordwes van Senekal

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

2 Woonhuise, woonstel, rondawel, melkstal en 4 store. Veekeerend omhein en verdeel in kampe. 7 Boorgate, 4 sementdamme, 9 suipkrippe, gronddam in spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprijs

(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 koopprijs;

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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

VERWYSINGSNOMMER: BAAI 01165 08G 09G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 27 Januarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, REDDERSBURG op 25 Februarie 1994 om 10:00 voor die Landdroskantoor te REDDERSBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas ALPHA 262, distrik Reddersburg

GROOT: 170,9081 hektaar

Eiendom (1) blykens Akte van Transport T11837/1991

(2) Restant van die plaas DRUKOP 261, distrik Reddersburg

GROOT: 256,3615 hektaar

Eiendom (2) blykens Akte van Transport T11838/1991

(3) Restant van die plaas VENTERSHOEK 23, distrik Reddersburg

GROOT: 300,7067 hektaar

Eiendom (3) blykens Akte van Transport T11836/1991

in die naam van Carel Jacobus Swanepoel Jacobs

Ligging van hierdie eiendomme:—

Eiendomme (1) en (2):

23 km suidoos van Reddersburg

Eiendom (3):

19 km suidoos van Reddersburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2)

Woonhuis, skeerskuur, pakkamer en 3 arbeidershuise. Veekerend omhein en verdeel in kampe. Boorgat, sementdam en 2 gronddamme.

Eiendom (3)

Veekerend omhein en verdeel in kampe. 4 Boorgate en 2 sementdamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopvooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopvooreenkomste 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: BBAO 04781 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 27 Januarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Seneka op 25 Februarie 1994 om 11:00 voor die Landdroskantoor te Senekal die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 2 (MEMORIA) van die plaas BLESBOKLAAGTE 1047, distrik Senekal.

GROOT: 171,3777 hektaar

Eiendom (1) Blykens Akte van Transport T2897/1965

(2) Onderverdeling 3 (ERFENIS) van die plaas BLESBOKLAAGTE 1047, distrik Senekal.

GROOT: 171,3777 hektaar

Eiendom (2) Blykens Akte van Transport T4986/1966

in die naam van JOHANNES CORNELIUS HUMAN

Ligging van hierdie eiendomme:—

31 km noordoos van Senekal

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, buitekamers, 2 motorhuise, 2 store, kantoor en voorraadkamer. Veekerend omhein en verdeel in kampe. 6 Boorgate, 2 sementdamme, 8 suipkrippe en 4 gronddamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAI 02361 04G 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 28 Januarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BETHLEHEM op 25 Februarie 1994 om 10:00 voor die Landdroskantoor te BETHLEHEM die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van die plaas WITKLIP 361, distrik Bethlehem

GROOT: 284,7084 hektaar

Eiendom (1) blykens Akte van Transport T7592/1976

(2) Onderverdeling 1 van die plaas DAMPLAATS 218, distrik Bethlehem

GROOT: 465,0476 hektaar

Eiendom (2) blykens Akte van Transport T8022/1990

in die naam van ALBERTUS BERNARDUS BESTER

Ligging van hierdie eiendomme:

14 km noordoos van Paul Roux

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1)

Woonhuis, 4 store, voerstoor, 2 rondawels, woonstel. Veekerend omhein en verdeel in kampe. 2 Boorgate, 2 opgaardamme, 3 tenks, 7 suipkrippe, 4 gronddamme, spruit.

Eiendom (2)

Woonhuis, stoor met afdak, afdak, melkstal. Veekerend omhein en verdeel in kampe. 2 Boorgate, sinkdam, 6 suipkrippe, grondnam, spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, kooporeenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAA 03000 02G 03G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Januarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, THEUNISSEN op 25 Februarie 1994 om 10:00 voor die Landdroskantoor te THEUNISSEN die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van die plaas LANDDROST MOEITE 86, distrik Theunissen

GROOT: 252,1615 hektaar

Eiendom (1) blykens Akte van Transport T3518/1983

(2) Die plaas REPUBLIEK 322, distrik Theunissen

GROOT: 68,5225 hektaar

(3) Restant van die plaas PAARDEVALLEI NOORD 393, distrik Theunissen

GROOT: 365,9745 hektaar

Eiendomme (2) en (3) blykens Akte van Transport T17776/1992

in die naam van DANIEL ABRAM CONRADIE

Ligging van hierdie eiendomme:—

Eiendom (1): 16 km suid van Theunissen

Eiendomme (2) en (3): 14 km suidsuidwes van Theunissen

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Ou woonhuis en 2 store. Veekerend omhein en verdeel in kampe. 4 Boorgate, sementdam en Taaibos-spruit.

Eiendom (2): Gedeeltelik veekerend omhein en verdeel in kampe.

Eiendom (3): Woonhuis, stoor met buitekamer en afdak, klipskuur en 3 buitekamers. Gedeeltelik veekerend omhein en verdeel in kampe. Kanaal, opgaardam, 2 boorgate, opgaartenk en 3 sementdamme. Die eiendom ressorteer onder die Sand-Vet Staatswaterskema en 22,3 hektaar is daaronder ingelys.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom. Die koper is verantwoordelik vir die oorplasing van die waterregte op sy naam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die 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 huurkooporeenkoms 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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Dit word beweer dat waterbelasting ten bedrae van R5 062,25 plus rente ten opsigte van eiendom (3) verskuldig is.

VERWYSINGSNOMMER: BCAL 04156 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 27 Januarie 1994.

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.*



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.
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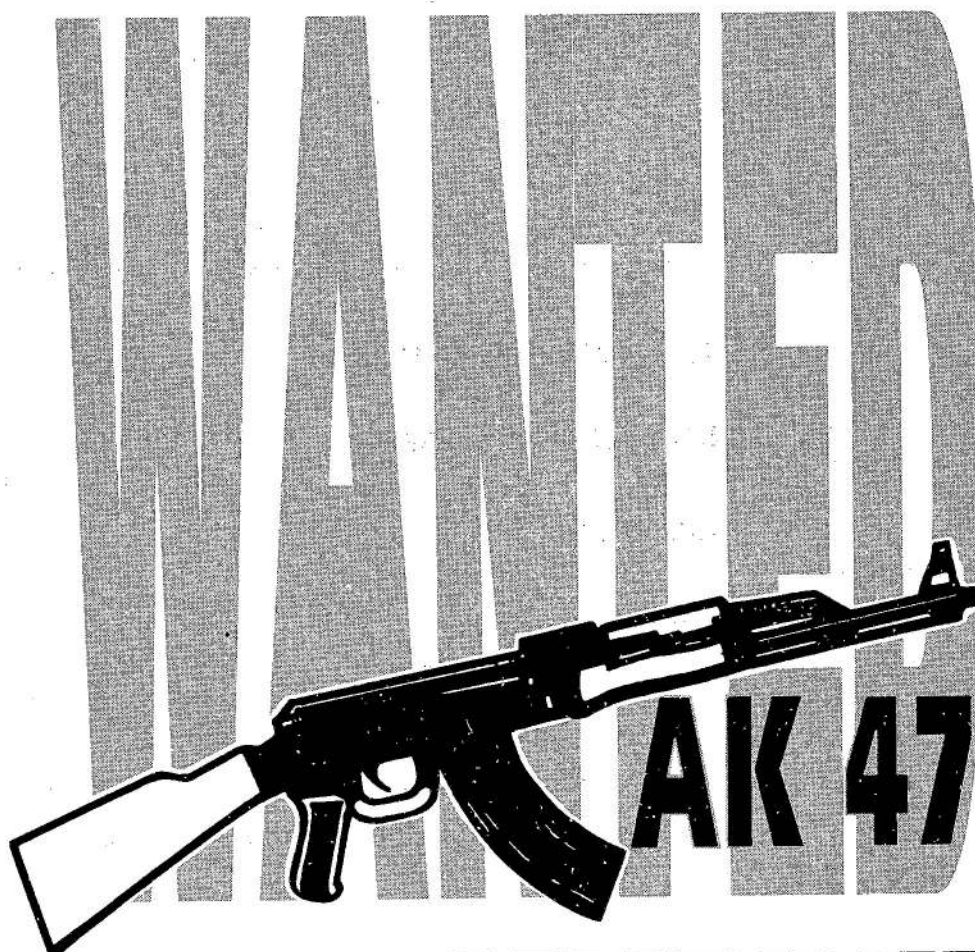
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