

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

Vol. 344

PRETORIA, 11 FEBRUARIE
FEBRUARY 1994

No. 15485

***WETLIKE
KENNISGEWINGS***

***LEGAL
NOTICES***

B

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

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

(INWERKINGTREDING: 1 JUNIE 1993)

LYS VAN VASTE TARIEWE

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

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

(COMMENCEMENT: 1 JUNE 1993)

LIST OF FIXED TARIFF RATES

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

WOORDETAL-TABEL

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

WORD COUNT TABLE

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

Aantal woorde in 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 INKOMSTESEËLS**.

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

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

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

- (a) the list of fixed tariff rates; or
(b) where the fixed tariff rate does not apply, the word count rate.

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

**Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001**

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

- (i) Inkomsteseëls van die ou reeks.
- (ii) Inkomsteseëls van ander state.
- (iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

TRANSVAAL

Saak 9163/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **ABSA Bank Beperk**, No. 86/04794/06, Eiser, en **Kobus Steenkamp**, Eerste Verweerder, en **Engela Elizabeth Steenkamp**, Tweede Verweerder

Ingevolge 'n vonnis in die hof van die Landdros van Klerksdorp, gedateer 22 Februarie 1992, word die ondergemelde eiendom op Vrydag, 4 Maart 1994 om 10:00, verkoop by die kantore van die Balju van die Landdroshof, Klerksdorp te Leaskstraat 23, Klerksdorp.

Erf: 72, geleë in die dorp Freemanville, Registrasieafdeling IP, Transvaal.

Ook bekend as: De Bruynstraat 4, Freemanville.

Groot: 1 467 (eenduisend vierhonderd sewe-en-sestig) vierkante meter.

Gehou: Kragtens Akte van Transport T80675/91.

Die volgende verbeterings word beweer op die eiendom te wees maar niks word gewaarborg nie: Woonhuis en buitegeboue.

Die voorwaardes van verkoop, wat onmiddellik voor die verkoping gelees sal word, is ter insae by die kantoor van die Balju van die Landdroshof, Klerksdorp.

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

M. E. Rood, Osborne & Van Zyl, Alliedgebou, Eerste Verdieping, Kerkstraat 66, Klerksdorp.

Saak 168/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Derek Anthony Watt**, Eerste Verweerder, en **Elizebeth Cornelia Watt**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogenoemde Agbare Hof, gedateer 23 Februarie 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 2 Maart 1994 om 10:00, te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Erf 1959, geleë in die dorpsgebied Rooihuiskraal-uitbreiding 19, Registrasieafdeling JR, Transvaal, groot 1 043 (eenduisend drie-en-veertig) vierkante meter, gehou kragtens Akte van Transport T70660/90, geleë te Bokmakieriestraat 158, Rooihuiskraal, Verwoerdbrug.

Verbeteringe: Woonhuis bestaande uit portaal, sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, bediendekamer en -toilet.

Voorwaardes: Die volledige voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word lê ter insae by die Balju vir die Hoogeregshof, Pretoria-Suid, Messcorhuis, Margarethastraat 30, Riverdale, Pretoria.

Geteken te Pretoria op hede die 24ste dag van Januarie 1994.

J. C. Louw, vir De Wet Du Plessis, Prokureurs vir Eiser, Parkstraat 825, Sunnyside, Pretoria. (Tel. 34 44320/7.) (Verw. J. Louw/AdJ/D9501.)

Saak 328/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG TRANSVAAL GEHOU TE HEIDELBERG

In die saak tussen **Stephanie Ann Muller**, Eiser, en **Alwyn Petrus Muller**, Verweerder

Geliewe kennis te neem ingevolge 'n uitspraak in die Hof van die Landdroshof, Heidelberg Transvaal, en 'n lasbrief tot geregtelike verkoping word die ondervermelde goedere op Vrydag, 18 Februarie 1994 om 09:00, verkoop te die Landdros-kantoor, Begemanstraat, Heidelberg, Transvaal, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 1248, Rensburg, Registrasieafdeling IR, Transvaal, ook bekend as Roetsstraat 21, Rensburg, Heidelberg, Transvaal.

Verkoopvoorwaardes ter insae beskikbaar by die kantore van die Balju, Heidelberg, Transvaal.

Gedateer te Heidelberg Transvaal op hede die 22ste dag van November 1993.

Liebenberg & Malan Ing., Ueckermannstraat 20; Posbus 136, Docex 2, Heidelberg, Transvaal, 2400. [Tel. (0151) 4164.]

Saak 84/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE MORGENZON

In die saak tussen: **Morgenzon Dorpsraad**, Eiser, en **L. Strydom**, Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir Geregtelike verkoping gedateer 2 November 1992, word die hiernavermelde eiendom op Donderdag, 3 Maart 1994 om 10:00, voor die Landdroskantoor, De Jagerstraat, Morgenzon, geregteelk verkoop aan die persoon wat die hoogste bod maak naamlik:

Erf 253, geleë in die dorp Morgenzon, Registrasieafdeling IS, Transvaal, groot 2399 vierkante meter.

Voorwaardes:

Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju Landdroshof Morgenzon 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 toegestaan is tien persent (10%) van die koopprys aan die Balju Landdroshof Morgenzon betaal en vir die balans van die koopprys moet die koper 'n bank of bougenootskapswaarborg aan die Balju Landdroshof Morgenzon lewer binne dertig (30) dae na datum van verkoping.

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

(c) Die koper sal aanspreeklik wees vir die betaling van hereregte, transportkoste asook enige ander uitgawes wat nodig is om transport in sy naam te laat geskied.

Gedateer te Morgenzon op hede die 20ste dag van Januarie 1994.

A. M. Rossouw, vir Herman Swart Prokureurs, Marthastraat, Bus 50, Morgenzon. (Verw. LM3071.)

Saak 6590/92

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

In die saak tussen **NBS Bank Beperk**, Eiser, en **Susara Maria Boshoff**, Eerste Verweerder, en **Pieter Johannes Jacobus Boshoff**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan en 'n lasbrief vir eksekusie gedateer 5 Januarie 1994, word die volgende eiendom deur die Balju, op 4 Maart 1994 om 11:00, verkoop by die Baljukantoor, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord:

Sekere Erf 1010, in die dorpsgebied Montana Park-uitbreiding 24, Registrasie Gedeelte JR, Transvaal, groot 1 100 vierkante meter, geleë Blousysiestraat 1110, Montana Park-uitbreiding 24.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserweprys aan die hoogste bieder en sal onderworpe wees aan die bepalings en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die bepalings 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 verskaf nie:

Beskrywing van eiendom: Leë erf.

3. *Betaling:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop, vanaf datum van verkoping tot registrasie van oordrag, sal binne 14 dae aan die Balju betaal of gedek word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van die Balju te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord.

Gedateer te Pretoria op hierdie 28ste dag van Januarie 1994.

Shapiro & Vennote Inc., Derde Verdieping, Shapirogebou, Bureauaan, Pretoria. (Verw. T. Kartoudes/MB/N753.) P.a. Smuts Uys & Van der Schyff, Posbus 16454, Pretoria-Noord. (Verw. Z. Uys/550.)

Saak 7629/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **Syffrets Bank Beperk**, Eiser, en **Jabulani Ernest Vilakazi**, Eerste Verweerder, en **Dikele Evelyn Vilakazi**, Tweede Verweerder

Ter uitvoering van 'n verstekvonnis wat op 18 Oktober 1993, in die bogemelde Hof teen die bogemelde Verweerder toegestaan is sal die hiernavermelde vaste eiendom op Vrydag, 25 Februarie 1994 om 11:15, te die Balju-kantore, Boksburg, te Leeuwpootstraat 182, Boksburg, opgeveel word onderhewig aan die hiernavermelde voorwaards en die verdere voorwaardes wat by die veiling uitgelees sal word:

Eiendom: Erf 749, Dawn Park-uitbreiding 2-dorpsgebied, Afdeling IR, Transvaal, groot 802 (agthonderd en twee) vierkante meter, gehou kragtens Transportakte T37401/1991 en onderhewig aan die voorwaardes soos daarin vervat.

Voorwaardes van betaling: 10% (tien persent) van die koopprys is betaalbaar in kontant onmiddellik na die verkoping en betaling van die balans, tesame met rente daarop teen 19% (negentien persent) per jaar bereken vanaf 'n datum een maand na die verkoping moet gewaarborg word deur 'n waarborg deur die Eiser se prokureurs goedgekeur en wat aan die Adjunk-balju binne een (1) maand na datum van verkoping oorhandig moet word.

Voorwaardes van verkoping: Die eiendom is voetstoots verkoop en die koper is verantwoordelik vir al die agterstallige koers, belasting, heffings en rioleringskoste ophef in verband met die eiendom. Die verkoopvoorwaardes lê ter insae by die perseel van die Adjunkbalju Boksburg.

Gedateer te Kaapstad hierdie 21ste dag van Januarie 1994.

R. le Roux, vir Jan S. de Villiers & Seun, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. RLR/dl/PV15.)

Case 8771/91

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

In the matter between **Nedbank** (a division of Nedperm Bank Limited), Plaintiff, and **P. S. Naude**, Defendant

Be pleased to take notice that a sale in execution in the above matter will take place on 11 March 1994 at 10:00, at the offices of the Sheriff of the Court, Magistrate's Court, Dolomite Street, Delmas, of the following:

Certain Portion 54 (portion of Portion 2) of the farm Rietkol 237, Registration Division IR, Transvaal, also known as Plot 54, Rietkol, measuring 9,6664 hectare.

The following information is furnished regarding improvements, though in this respect nothing is guaranteed.

Improvements: Brick under tile with normal facilities (none of the foregoing is guaranteed).

Terms:

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

2. The purchaser shall be obliged to pay a deposit of 10% (ten per 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 of the Court or such other person/s as he requires on transfer of the property to the purchaser.

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

The complete terms and conditions of sale may be inspected at the offices of the Sheriff of the Court, Delmas.

Dated at Alberton on this the 24th day of January 1994.

Blakes Incorporated, Plaintiff's Attorneys, 14 Newquay Road, New Redruth, P.O. Box 2236, Alberton. (Tel. 907-1522) (Ref. Mr Blignaut/NBN009.)

Case 2995/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gideon Jakote Pule**, First Defendant, and **Miriam Mbolekwa**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 20 March 1993, the property listed hereunder will be sold in execution on Friday, 4 March 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 19026, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 282 (two hundred and eighty-two) square metres, known as Lot 19026, Tsakane Extension 8, Brakpan.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building:* Semi face bricks under tiles residence comprising lounge, living-room, two bedrooms, bathroom and kitchen.

Fencing: Wire.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 17,50% (seventeen comma five zero per centum) per annum, on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 26th day of January 1994.

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

Case 2929/92

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Johannes Thomas Lawrence Mareane**, First Defendant, and **Nomvula Lena Mareane**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 30 December 1993, the property listed hereunder will be sold in execution on Friday, 4 March 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18775, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, known as Lot 18775, Tsakane Extension 8, Brakpan.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Semi face bricks under tiles residence comprising lounge, two bedrooms, bathroom and kitchen.

Fencing: Diamond mesh.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 22% (twenty-two per centum) per annum, on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 26th day of January 1994.

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

Saak 8024/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou-Nasionale Bouvereniging**, Eiser, en **Papa Ephraim Matseke** en **Julia Puleng Matseke**, Verweerders

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die Baljukantore te Klaburnhof, Ockersesstraat 22B, Krugersdorp, op 16 Maart 1994 om 10:00, van die ondergemelde eiendom van die Verweerders en die verkoopvoorwaardes sal deur die afslaer gelees word ten tye van die verkoping, welke voorwaardes by die kantore van die Balju, naamlik die Balju, Krugersdorp, voor die verkoping ter insae sal lê:

Erf 13095, Kagiso-uitbreiding 8, Krugersdorp, groot 286 (tweehonderd ses-en-tagtig) vierkante meter.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie: Sitkamer, badkamer, drie slaapkamers, gang en kombuis.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank- of bougenootskap- of ander aanneembare waarborg binne dertig (30) dae vanaf datum van verkoping verskaf word. Afslaerskommissie van 4% (vier persent) op die koopprys sal deur die koper betaal word.

Gedateer te Krugersdorp op hede die 31ste dag van Januarie 1994.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43; Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. Van der Merwe/cb/B10967/CS0139.)

Case 14013/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Willie Willem Masango**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 4 January 1994, the property listed hereunder will be sold in execution on Friday, 4 March 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 18355, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 1 346 (one thousand three hundred and forty-six) square metres, known as 18355 Cebekhulu Street, Tsakane Extension 8, Brakpan.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building:* Residence comprising bedroom, one and a half bathroom, kitchen and two lounges.

Fencing: Brick.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court office, 439 Prince George Avenue, Brakpan.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum, on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond, otherwise the property is sold free of any such lease or other real right. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation will be exercisable only against the occupier.
- (f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale on written notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 26th day of January 1994.

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

Case 1402/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Stunkie Phillip Babie**, Defendant

On Wednesday, 23 March 1994 at 10:00, a public auction sale will be held at the undermentioned property that will be sold by the Sheriff, Alberton, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Stand 8993, Tokoza Township, Alberton, Registration Division IR, Transvaal, measuring 408 (four hundred and eight) square metres, known as Stand 8993, Tokoza Township, Alberton.

The property has been improved by the erection of a dwelling-house and the usual outbuildings (these improvements are not warranted): Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, vinyl floors, plastered and painted walls and concrete tile roof.

Salient terms:

1. The property will be sold without reserve by way of public auction and the sale shall be subject to the provisions of the Magistrates' Courts Act and rules, the conditions of the deed of transfer and further subject to the conditions of sale referred to in paragraph 3 infra.

2. 10% (ten per centum) of the purchase price and auctioneers commission shall be paid at the sale in cash or by means of a bank-guaranteed cheque and the balance plus interest is payable or must be guaranteed to the Sheriff by an approved bank, building society or any other acceptable guarantee within 21 (twenty-one) days from date of sale.

3. The complete conditions of sale can be perused at the offices of the Sheriff of the Magistrate's Court at 10:00, at Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Dated at Alberton on this the 26th day of January 1994.

L. C. Mansfield, for Badenhorst & Malan, Second Floor, Stats Building, Fore Street, New Redruth, Alberton. (Tel. 907-2121/2.) [Ref. LCM/CE/A89/92 (83731).]

Case 3633/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Clive Sydney Lennox** and **Maria Elizabeth Lennox**, Defendants

Pursuant to a judgment of this Court and subsequent warrant for execution dated 26 November 1993, the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 4 March 1994 at 09:00:

Erf 2005, in the Township of Brits Extension 18, Registration Division JQ, Transvaal, measuring 815 square metres, held under Deed of Transfer T22327/93.

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

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 Plaintiff from date of sale to date of payment.

(c) Immediately after the sale 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 days from date of sale.

(f) Failing compliance with provisions of the conditions of sale, 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 28th 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 71/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Antonia Mario**, Defendant

Pursuant to a judgment of this Court and subsequent warrant of execution dated 18 January 1994 (reissue), the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 4 March 1994 at 09:00:

Stand 1376, Lethlabile, District of Brits, Registration Division JQ, Transvaal, measuring 216 (two hundred and sixteen) square metres, held under Deed of Grant 254/91.

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 Plaintiff from date of sale to date of payment.

(c) Immediately after the sale, 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, purchaser may be compelled to pay 10% (ten per cent) of the purchase price as rukoop.

(g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 28th 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 8456/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Mpoloke John Makhambeni**, First Defendant, and **Poppy Elizabeth Makhambeni**, Second Defendant

A sale in execution will be held on 11 March 1994 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord:

Erf 365, situated in Mamelodi Sun Valley, Registration Division JR, Transvaal, measuring 400 (four hundred) square metres, known as 365 Sun Valley, Mamelodi.

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

Dwelling, single storey, brick walls, tiled roof, lounge/dining-room, kitchen, three bedrooms, bathroom, w.c. and fenced.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9591.)

Case 8548/93

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

In the matter between **NBS Bank Limited**, formerly trading as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Christiaan Heenop**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 26 October 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 Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: (a) Section 29, as shown and more fully described on Sectional Plan SS64/87, in the scheme known as Sheraton, in the building or buildings situated at 29 Sheraton, Finch Street, Atlasville Extension 1 Township, local authority of Boksburg, of which the floor area, according to the said section plan is 61 (sixty-one) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST64/87 (29) Unit).

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

Building built of brick, plaster and paint, comprising lounge, dining-room, kitchen, bedroom, bathroom 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, Boksburg.

Dated at Boksburg on this the 27th day of January 1994.

Hammond, Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Pierce/NB7667.)

Case 11613/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Edgar Ben Tsuke**, First Defendant, and **Kate Julia Tsuke**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 1 November 1993 and writ of execution pursuant thereto, the property listed hereunder will be sold in execution on 16 March 1994 at 10:00, at the office of the Sheriff, Johriahof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 455, Silumaview Township, Registration Division IR, Transvaal, situated on 455 Silumaview, Katlehong, in the Township of Silumaview, Katlehong, District of Alberton, measuring 300 (three hundred) square metres.

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

Building built of concrete block, plaster and paint, tiled roof, comprising of 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 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 26th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N00016/Mrs Pierce.)

C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Smith Street, Bedfordview.

Case 12649/93

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

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Siphiwe Patrick Nkabinde**, First Defendant, and **Louisa Nkabinde**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 December 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 16573, Vosloorus Extension 26 Township, Registration Division IR, Transvaal, situated on 16573 Vosloorus Extension 26, in the Township of Vosloorus Extension 26, District of Boksburg, measuring 319 (three hundred and nineteen) square metres.

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

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

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

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

Dated at Boksburg on this the 26th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N00042/Mrs Pierce.)

Case 6996/89

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 2 October 1989, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 9 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 Stand 1474, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, situated on 1474 Etwatwa Extension 2, in the Township of Daveyton, District of Benoni, measuring 288 (two hundred and eighty-eight) square metres.

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

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

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

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

Dated at Benoni on this the 26th day of January 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, 72 Elston Avenue, Benoni. (Tel. 52-8666.) (Ref. Mrs Pierce/FN0752.)

Case 1300/91

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 13 March 1991, 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 17280, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on 17280 Senyenyane Street, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 294 (two hundred and ninety-four) 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 dining-room, kitchen, two bedrooms and bathroom.

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

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

Dated at Boksburg on this the 27th day of January 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Pierce/FN7104.)

Case 12995/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (Reg. No 86/04794/06), Plaintiff, and **Gielliem Jakobus Stephanus Booysen**, First Defendant, and **Hendrina Christina Booysen**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 21 December 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 18 March 1994 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 170, Freeway Park Township, situated on 44 Constantia Road, Freeway Park, in the Township of Freeway Park, District of Boksburg, measuring 1 187 (one thousand one hundred and eighty-seven) square metres.

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

Building built of brick and plaster, tiled roof, comprising an entrance-hall, lounge, dining-room, kitchen, four bedrooms, bathroom with w.c., bathroom with w.c. and shower, servant's quarter and a double 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 Court, Boksburg.

Dated at Boksburg on this the 28th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. A00046/Mrs Teixeira.)

Case 12650/93

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

In the matter between **NBS Bank Limited** (formerly known as Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **Lindi Ellen Magangane**, First Defendant, and **Tshepo Mathopa**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 December 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 7678, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, situated on 7678 Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 407 (four hundred and seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 21st day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N00038/Mrs Pierce.)

Case 12167/93

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

In the matter between **NBS Bank Ltd** (formerly known as Natal Building Society Ltd) (Reg. No. 87/01384/06), Plaintiff, and **Andre Frederik Woest**, First Defendant, **Lesta Woest**, Second Defendant, **Dorfling Danie Hermanus van Niekerk**, Third Defendant, and **Petro Johanna van Niekerk**, Fourth Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 16 November 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 Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 103, Berton Park Extension 1 Township, Registration Division IR, Transvaal, situated on 16 Willie du Toit Street, in the Township of Berton Park, District of Boksburg, measuring 1355 (one thousand three hundred and fifty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, entrance hall, dining-room, kitchen, three bedrooms, 1 and a half bathroom, shower, two w.c.'s, servants quarters, w.c. and double garage.

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

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

Dated at Boksburg on this the 21st day of January 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Pierce/N00023.)

Case 7717/93

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 23 August 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 170, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, situated on 170 Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 480 (four hundred and eighty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of cement stock, tiled roof comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 21st day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. NG7624/Mrs Pierce.)

Case 10434/93

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

In the matter between **NBS Bank Limited** (formerly known as Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **William Mondliwe Mabona, Mabona**, First Defendant, **Petrus Nyembe**, Second Defendant, and **Anna Agnes Nyembe**, Third Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 November 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 17303, Vosloorus Extension 25 Township, Registration Division IR, Transvaal, situated on 17303 Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 275 (two hundred and seventy-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of concrete blocks, tiled roof, comprising lounge, kitchen, two bedrooms, bathroom and w.c.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 21st day of January 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. Mrs Pierce/N00019.)

Case 4501/93

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

In the matter between **NBS Bank Limited**, (formerly known as Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **David Mathys Christoffel Ellis**, First Defendant, and **Johanna Alexandra Ellis**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 27 July 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: Portion 8 of Erf 94, Witfield Township, Registration Division IR, Transvaal, situated on 17 Harris Street, Witfield, in the Township of Witfield, District of Boksburg, measuring 991 (nine hundred and ninety-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, two w.c.'s, family room, double garage, servants' quarters and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this the 21st day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7597/Mrs Pierce.)

Case 3624/90**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **NBS Bank Limited**, (formerly known as Natal Building Society Limited) (Reg. No. 87/01384/06), Plaintiff, and **Carlton Muzikayise Mavimbela**, First Defendant, and **Elizabeth Hleza**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 30 May 1990, 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 6492, Vosloorus, Extension 9 Township, Registration Division IR, Transvaal, situated on 6492 Inkosiamodlanga Street, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 352 (three hundred and fifty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

The conditions of sale:

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

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

Dated at Boksburg on this the 24th day of January 1994.

Hammond Pole & Dixon, Plaintiff's Attorney, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Pierce/FN0826.)

Case 2287/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

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

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 27 April 1993, 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 Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain: Erf 2361, Spruitview Township, Registration Division IR, Transvaal, situated on 2361 Spruitview, Katlehong, in the Township of Spruitview, Katlehong, District of Alberton, measuring 360 (three hundred and sixty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of face brick, tiled roof comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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 24th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7537/Mrs Pierce.) C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 9165/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

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

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 28 September 1993, 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 Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 213, Silumaview Township, Registration Division IR, Transvaal, situated on 213 Silumaview, Katlehong, in the Township of Katlehong, District of Alberton, measuring 349 (three hundred and forty-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of concrete blocks and plaster, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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 25th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7629/Mrs Pierce.) C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) (Ref. NG7629/Mrs Pierce.)

Case 10619/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

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

In pursuance of a judgment in the Court for the Magistrate of Germiston on 8 November 1993, 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: All the right, title and interest in the leasehold in respect of Erf 85, Siluma View Township, Registration Division IR, Transvaal, situated on 93 Mokoena, Katlehong, in the Township of Katlehong, District of Alberton, measuring 300 (three hundred) square metres.

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

Building built of concrete blocks and plaster, tiled roof comprising of lounge, kitchen, two bedrooms, bathroom and w.c.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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 25th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7676/Mrs Pierce.) C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Smith Street, Bedfordview.

Case 5165/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Mphoqeni Japhet Dlamini**, First Defendant, and **Ivy Thandwine Dlamini**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 19 July 1993, 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: All the right, title and interest in the leasehold in respect of Erf 3273, Moleleki Extension 1 Township, Registration Division IR, Transvaal, situated on 3273 Moleleki Extension 1, Katlehong, in the Township of Katlehong, District of Alberton, measuring 230 (two hundred and thirty) 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, kitchen, two bedrooms, bathroom and w.c.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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 25th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7584/Mrs Pierce.) C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 10437/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON**

In the matter between **NBS Bank Limited**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ezekiel Themba Kunene**, First Defendant, and **Selina Kunene**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 12 October 1993, 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 Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 362, Siluma View Township, Registration Division IR, Transvaal, situated on 362 Silumaview, Katlehong, in the Township of Katlehong, District of Alberton, measuring 300 (three hundred) square metres.

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

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

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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 25th day of January 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7674/Mrs Pierce.) C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 425/90

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

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

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 10 May 1990, 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 7765, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, situated on 7765 Khaka Street, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 295 (two hundred and ninety-five) 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 living-room, kitchen, two bedrooms, bathroom and w.c.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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 24th day of January 1994.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. Mrs Pierce/FN0789.)

Case 8631/93

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

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

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 28 September 1993, 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: All the right, title and interest in the leasehold in respect of Erf 215, Silumaview Township, Registration Division IR, Transvaal, situated on 215 Silumaview Katlehong, in the Township of Katlehong, District of Alberton, measuring 310 (three hundred and ten) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of concrete blocks and plaster, tiled roof comprising lounge, dining-room, kitchen, two bedrooms, bathroom and w.c.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 25th day of January 1994.

Hammond, Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7609/Mrs Pierce.) C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case 28803/93

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Chotoki: Niren**, First Defendant, and **Chotoki: Ushana**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 4 March 1994 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 933, Brakpan North Extension 2 Township, Registration Division IR, Transvaal, being 7 Jansen Street, Brakpan North, Brakpan, measuring 840 (eight hundred and forty) 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 lounge, dining-room, kitchen, three bedrooms, two bathrooms, garage and w.c.

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

Dated at Johannesburg on the 21st 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/A00041. (A041).]

Case 11692/93

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

In the matter between **ABSA Bank Limited** (Allied Bank division) (Reg. No. 86/04794/06), Plaintiff, and **Sam Adams**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 9 November 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 March 1994 at 11:15, at the office of the Sheriff, 182 Leeuwoort Street, Boksburg, to the highest bidder:

Certain Erf 103, Delmore Park Extension 2 Township, situated on 103 Bonito Crescent, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 516 (five hundred and sixteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising lounge, two bedrooms, bathroom, w.c. and a kitchen.

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 27th day of January 1994.

Hammond, Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. A00039/Mrs Teixeira.)

Case 25867/93
PH 104

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

In the matter between the **Standard Bank of S.A. Ltd**, Execution Creditor, and **Joannides: Eugene Nestor**, 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 Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 4 March 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Portion 1 of Erf 267, situated in the Township of Illovo, Registration Division IR, Transvaal, being 34A, Second Avenue, Illovo, Sandton, measuring 1 529 (one thousand five hundred and twenty-nine) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with concrete roof, comprising kitchen, lounge/dining-room, entrance-hall, two studies, laundry, pantry, separate toilet and shower, three bedrooms, bathroom with outbuildings with similar construction comprising two garages, two servants' rooms, bathroom, kitchen 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, 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 & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/J.109.)

Case 3622/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Cyril Dancan Boardman**, Defendant, and **Alexis Elaine Boardman**, Defendant

Kindly take notice that pursuant to a judgment granted on 30 April 1993 and warrant of execution dated 14 December 1993, the following property will be sold in execution on 2 March 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 2322, Rynfield Extension 11 Township, Registration Division IR, Transvaal.

Improvements: Single storey under tiles, lounge/dining-room, kitchen, two bedrooms, bathroom, separate toilet, shower, single garage, outside toilet and wire fence, known as 5 Katberg Street, Rynfield Extension 11, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Benoni.

Dated at Benoni on this the 27th day of January 1994.

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni. (Tel. 421-0921.); P.O.Box 356, Benoni, 1500. (Ref. Mrs Bluett/N1138.)

Case 2472/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Joel Happy Mlotshwa**, Defendant, and **Miriam Tebogo Mlotshwa**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 23 March 1993 and warrant of execution dated 13 April 1993, the following property will be sold in execution on 2 March 1994 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the defendant's right, title and interest in the leasehold in respect of Erf 5873, Etwatwa Extension 3 Township, Registration Division IR, Transvaal.

Improvements: Single storey under tile, lounge, kitchen, two bedrooms, bathroom, toilet, wire fence, known as Erf 5873, Etwatwa Extension 3, Daveyton, Benoni.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Benoni.

Dated at Benoni on this the 27th day of January 1994.

J. D. Gilchrist, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni. (Tel. 421-0921.); P.O.Box 356, Benoni, 1500. (Ref. Mrs Bluett/N1129.)

Case 2575/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Limited**, formerly known as Nedperm Bank Limited, Plaintiff, and **Ramatladi Simon Kutu**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Wonderboom, at Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord, on Friday, 11 March 1994 at 11:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort, north of Sasko Mills, old Warmbaths Road, Bon Accord:

All right, title and interest in the leasehold in respect of Erf 5703, situated in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 301 (three hundred and one) square metres, held under certificate registered grant of leasehold TL71438/89, known as 5 703 Section Q, Mamelodi.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

Dwelling house comprising two bedrooms, lounge and dining-room combined, kitchen and outside flush toilet.

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

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

Dated at Pretoria on this the 28th day of January 1994.

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] (Ref. D. Frances/JD GT1028(C).]

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Morokwe Bernard Sekgoka**, First Defendant, and **Babakile Georgina Sekgoka**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Court, Lebowakgomo, District of Thabamopo, on Wednesday, 9 March 1994 at 14:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pietersburg, at 68 Hans van Rensburg Street, Pietersburg:

Ownership Unit 396, situated in the Township of Lebowakgomo A, in the District of Thabamopo, held by virtue of Deed of Grant 515/76, known as 396 Unit A, Lebowakgomo.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

Dwelling-house with zinc roof, consisting of lounge, kitchen, three bedrooms, bathroom/toilet, garage, outbuilding with three rooms.

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

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

Dated at Pretoria on this the 21st day of January 1994.

D. Frances, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] [Ref. D. Frances/JD HA 2065(C).]

Case 15095/93

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

In the matter between **City of Johannesburg Pension Fund**, formerly trading as Johannesburg Municipal Second Pension Fund, Plaintiff, and **Nzimande, T. P.**, First Defendant, and **Nzimande, P.**, 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, Johannesburg, on 3 March 1994, of the undermentioned property of the Defendant on the conditions read out by the auctioneer at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale and which may be inspected at the offices of the Sheriff prior to the sale, namely:

Right of leasehold in respect of Site 1050, Klipspruit, Soweto, situated at 1050 Klipspruit, Soweto.

The following improvements are on the property and are reported but nothing is guaranteed:

A single storey residence under corrugated asbestos roofing, consisting of lounge, two bedrooms, bathroom, toilet and kitchen.

Outbuildings: Garage, study room, store-room and toilet.

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

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

Signed at Johannesburg on the 11th day of January 1994.

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

Saak 6006/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bepers** (Reg. No. 87/01384/06), Natal Bouvereniging (Permanent), Eiser, en **S. J. J. Cloete**, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 15 Oktober 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 25 Februarie 1994 om 10:00, deur die Balju, Landdroshof, Vanderbijlpark:

Eiendom: Erf 40, Flora Gardens-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1,496 (een komma vier nege ses) vierkante meter, ook bekend as Bella Donnarylaan 23, Flora Gardens.

Verbeterings: Teëldak, volvloermatte, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorhuis, boorgat en betonomheining.

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 26ste dag van Januarie 1994.

Du Plessis, Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031-6.) (Ref. I.30262/ip.)

Case 8345/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **P G Wood Limited**, trading as P G Wood Pretoria, Plaintiff, and **G. F. Lowe**, trading as Hoëveld Portland Sement, Defendant

A sale will be held on Friday, 25 February 1994 at 10:00, at the Magistrate's Offices, President Kruger Street, Middelburg, of:

Remaining extent of Erf 709, Middelburg, Registration Division JS, Transvaal, measuring 2 855 (two thousand eight hundred and fifty-five) square metres, situated at 13A Plein Street, Middelburg.

Particulars are not guaranteed:

Living-room, dining-room, kitchen, laundry, four bedrooms, study, lounge, two toilets, bathroom, store-room, outside toilet and double garage.

Inspect conditions of sale at the Sheriff of the Court, Middelburg, at 107 Totius Street, Middelburg.

Dated at Pretoria on this the 20th day of January 1994.

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/G2772.)

**Case 51078/91
PH 297****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG**

In the matter between **First National Bank of S.A. Ltd**, Judgment Creditor, and **Frank & Masetheo Alina Seleka**, Judgment Debtors

In execution of a judgment granted by the above Honourable Court on 3 August 1992 in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg, at Sheriff's Office, 182 Leeupoort Road, Boksburg, on 18 March 1994 at 11:15, of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Certain Erf 8569, in the Township of Vosloorus Extension 13 Township, Registration Division IR, Transvaal, measuring 404 (four hundred and four) square metres, also known as 608 Delbree House, corner of Delivers and Bree Streets, Johannesburg.

The property is reported to be residential single storey, lounge, kitchen, three bedrooms, bathroom and w.c., but nothing is guaranteed.

Terms:

10% (ten per centum) of the purchase price and 3% (three per centum) auctioneer's charges [Minimum R10 (ten rand)] in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within 14 (fourteen) days from the date of sale.

The purchaser shall be liable to pay interest at the rate of 10% (ten per centum) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely, First National Bank of S.A. Ltd, in whose favour bonds are registered over the property.

Signed at Johannesburg on the 13th day of January 1994.

Moss, Marsh & Georgiev, Attorneys for Judgment Creditor, Ground Floor, Marshall Place, 66 Marshall Street, Johannesburg; P.O. Box 61795, Marshalltown, 2107. [Tel. (011) 836-5892/9.]

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

In die saak tussen **Transnet Beperk**, Eiser, en **John Roland Carruthers**, Eerste Verweerder, en **Carol Agnes Carruthers**, Tweede Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak sal 'n verkoping gehou word op 25 Februarie 1994 om 09:00, by die Landdroskantoor, Kerkstraat, Nigel, van die ondergemelde eiendom:

Sekere Erf 1176, Dunnottor-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 413 (eenduisend vierhonderd-entertien), geleë te Lesleyweg 77, Dunnottar, Nigel.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie:

'n Drieslaapkamerhuis met sinkdak, baksteenmure, beton omheining, ingeboude kaste en vloermatte. Bestaan uit kombuis, opwaskamer, drie slaapkamers, badkamer met toilet en ingangsportaal. Buitegeboue bestaan uit motorhuis en twee buitekamers.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Nigel, Derde Laan 29, Nigel, of die Eiser se prokureurs Blakes Ing. te die Sesde Verdieping, Standard General-gebou, Proesstraat 215, Pretoria.

Geteken te Pretoria op hierdie 21ste dag van Januarie 1994.

Blakes, Prokureurs, Standard Generalgebou, Tweede Verdieping, Proesstraat 215, Pretoria. (Tel. 325-3442/3.) (Verw. J. le Roux/RT0042.)

Case 10843/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Matthys Pieters**, First Defendant, and **Lesley Pieters**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 10 December 1992, the property listed hereunder will be sold in execution on Friday, 4 March 1994 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 1056, Leachville Extension 1 Township, Registration Division IR, Transvaal, measuring 630 (six hundred and thirty) square metres, known as 9 Kaoko Avenue, Leachville Extension 1, Brakpan.

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

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

Main building: Single-storey dwelling, brick and plaster, lounge and dining-room combined, kitchen, two bedrooms, bathroom, tiled roof and precast fencing.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase 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 19.25% (nineteen point twenty-five) per annum on the preference creditor's claim as contemplated in rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 21st day of January 1994.

Neil Stuart Jury, Ground Floor, Mutual & Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N116.)

Case 9203/90

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Vedanthi Chandler**, Defendant

A sale in execution of the property described hereunder will take place on 2 March 1994 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton.

Erf 785, Palm Ridge Township, Registration Division IR, Transvaal, measuring 755 (seven hundred and fifty-five) square metres, property also known as 36 Tamarisk Road, Palmridge, Edenpark, District of Alberton, comprising brick under tile dwelling, lounge, study, kitchen, three bedrooms, bathroom, toilet and wire fencing.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Alberton.

Date: 9 January 1994.

K. Dinner, for Abe Dinner & Associates, Attorney for Plaintiff, Fifth Floor, Standard Towers, 247 President Street, Germiston, 1401. (Ref. 17637/KD/pt.)

Case 9692/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Readman Mziwenkosi Goldsmith**, First Defendant, and **Zelpha Goldsmith**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 14 December 1993, the property listed hereunder will be sold in execution on Friday, 4 March 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 54, Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 600 (six hundred) square metres, known as Erf 54, Tsakane Extension 1, Brakpan.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Plaster/bricks under tiled residence comprising lounge, two bedrooms, bathroom and kitchen.

Fencing: Wire.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 20% (twenty per centum) per annum, on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 19th day of January 1994.

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

Case 13959/93

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

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

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 23 December 1993, the property listed hereunder will be sold in execution on Friday, 4 March 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 761, Tsakane Extension 1 Township, Registration Division IR, Transvaal, measuring 297 (two hundred and ninety-seven) square metres, known as Erf 761, Tsakane Extension 1, Brakpan.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Residence comprising two bedrooms, bathroom, kitchen and lounge.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court office, Brakpan.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum, on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond, otherwise the property is sold free of any such lease or other real right. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation will be exercisable only against the occupier.
- (f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale on written notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 19th day of January 1994.

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

Case 30899/91
PH388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ralph, Robert Richard**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 March 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 41, Moffatview Township, Registration Division IR, Transvaal;

Area: 777 (seven hundred and seventy-seven) square metres;

Situation: 19 Unwin Street, Moffatview, Johannesburg.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, 1½ bathrooms (main-en-suite), kitchen, lounge, dining-room, garage, swimming-pool, servants' quarters, servant's toilet with brick and precast walls around property.

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

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

Dated at Johannesburg on this the 24th 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. ForeclosuresN5:NT10.)

Case 2914/93
PH388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sithole, Michael**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 March 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 7, and its undivided share in the common property in the L A Crete Sectional Title Scheme;

Area: 124 (one hundred and twenty-four) square metres;

Situation: Flat 23, La Crete, corner of Bruce Street, Johannesburg.

Improvements (not guaranteed): A flat consisting of two bedrooms, bathroom, kitchen, dining-room and lounge.

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

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

Dated at Johannesburg on this the 24th 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. ForeclosuresN140:NC36.)

**Case 4392/93
PH388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lange, Owen Roger**, First Defendant, and **Vee, Melanie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 March 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 7, Berario Township, Registration Division IQ, Transvaal;

Area: 1 037 (one thousand and thirty-seven) square metres;

Situation: 255 Wyoming Avenue, Berario, Johannesburg.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, study, double garage, swimming-pool, with precast walls around property.

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

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

Dated at Johannesburg on this the 24th 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. ForeclosuresN4:NB81.)

**Case 31118/93
PH 388**

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Abdullah, Abubaker**, First Defendant, and **Abdullah, Brichard Magaruth Roseline**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 March 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Erf 3857, Eldoradopark Extension 2 Township, Registration Division IQ, Transvaal;

Area: 384 (three hundred and eighty-four) square metres;

Situation: 65 Cederberg Drive, Eldoradopark Extension 2.

Improvements (not guaranteed): A house under iron roof consisting of four bedrooms, bathroom, kitchen, lounge, carport, store-room with precast and brick walls around property.

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

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

Dated at Johannesburg on this the 24th 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. ForeclosuresN5:NT392.)

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **NBS Bank Beperk** (87/01384/06), Eksekusieskuldeiser, en **Adam Barnard du Plessis**, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 7 Oktober 1993, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantore, te Nelspruit, op 4 Maart 1994 om 10:00, of so spoedig moontlik daarna, naamlik:

Gedeelte 1 van Erf 2546, geleë in Nelspruit-dorpsgebied-uitbreiding 11, Registrasieafdeling JU, Transvaal, groot 1 368 vierkante meter, onderworpe aan die voorwaardes vermeld in die Titellakte van voormelde eiendom kragtens Akte van Transport T62740/1992.

Die volgende verbeterings is op die eiendom, synde woonhuis en buitegeboue.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieder verkoop word.

Die koopprys is as volg betaalbaar:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof;
2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping;

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof te Nelspruit ter insae lê.

Geteken te Nelspruit op hede hierdie 21ste dag van Januarie 1994.

P. L. du Toit, vir Du Toit & Smuts Prokureurs, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. [Verw. Du Toit/MvR/N166/93(N653)].

Saak 2610/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Standard Bank van Suid-Afrika**, Eiser, en **Dingaan Paulus Maseko**, 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 25 Februarie 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Landdroshof, verkoop word:

Erf 1245, Gedeelte 1, Evaton, tesame met die verbeteringe of geboue daarop geleë in die Vanderbijlpark-dorpsgebied, gehou kragtens Akte van Transport T23167/86, grootte 4 045 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande woonhuis bestaande uit sitkamer, badkamer, toilet, kombuis en slaapkamers. Verdere verbeterings onbekend.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito 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 op hierdie 17de dag van Januarie 1994.

De Klerk, Vermaak & Vennote Ing., Derde Verdieping, Omegagebou, Vanderbijlpark.

Saak 7698/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Eerste Nasionale Bank van S A Beperk**, Eiser, en **Mavanyana Joshua Msimanga**, Eerste Verweerder, en mev. **Duduzile Doreen Msimanga**, 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 25 Februarie 1994 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Landdroshof, verkoop word:

Erf 1791, Zone 6-uitbreiding 3, Sebokeng, tesame met die verbeteringe of geboue daarop geleë in die Vanderbijlpark-dorpsgebied, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL9642/89, grootte 296 (tweehonderd ses-en-negentig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande woonhuis bestaande uit sitkamer, badkamer, toilet, kombuis en vier slaapkamers. Verdere verbeterings onbekend.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito 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 op hierdie 17de dag van Januarie 1994.

De Klerk, Vermaak & Vennote Ing., Derde Verdieping, Omegagebou, Vanderbijlpark.

Saak 300/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **J. F. Steyn**, Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 6 Desember 1993, word die hiernavermelde eiendom op Dinsdag, 1 Maart 1994 om 11:00, by die Landdroskantoor, Voortrekkerstraat, Carolina, geregtelik verkoop aan die persoon wat die hoogste bod maak, ten opsigte van:

Resterende Gedeelte van Erf 417, geleë in die dorp Carolina, Registrasieafdeling IT, Transvaal, groot 2 855 (twee agt vyf vyf) vierkante meter, gehou kragtens Akte van Transport T20076/77, met woonhuis en buitegeboue.

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

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju lewer binne 60 (sestig) dae na datum van verkoping.

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

3. 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 Carolina hierdie 19de dag van Januarie 1994.

De Villiers & Naudé, Voortrekkerstraat 39, Posbus 291, Carolina, 1185. (Verw. Mnr Naudé/LVDM N584.)

Case 7994/93

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

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Joshua Masindi**, 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 Office of 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 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:

All right, title and interest in respect of Stand 23250, Mamelodi Extension 4 Township, Registration Division JR, Transvaal, measuring 383 (three hundred and eighty-three) square metres, held by Deed of Transfer of Leasehold TL110079/92, subject to the conditions therein contained.

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

Dwelling with tiled roof consisting of lounge, kitchen, two bedrooms and bathroom/w.c.

Ten per cent (10%) of the purchase price and 5% (five per centum) auctioneers charges on the first R20 000 and 3% (three per centum) 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 24th day of January 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S673/93.)

Case 18054/91

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Diedrik Arnoldus Myburgh**, First Defendant, and **Louisa Susara Myburgh**, Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 1 November 1991 the undermentioned property will be sold in execution on Friday, 4 March 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:

Portion 282 (a portion of Portion 92) of the farm Haakdoornboom 267, Registration Division JR, Transvaal, measuring 8,5653 hectares, held by the Defendants under Deed of Transfer T34745/85, known as Plot 282, Haakdoornboom.

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 five bedrooms, two bathrooms, kitchen, dining-room, lounge, study and four garages.

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 25th 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 8444/93
PH 104

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

In the matter between **The Standard Bank of SA Ltd**, Execution Creditor, and **Killian Jan George**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 4 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, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain: Erf 344, situate in the Township of Brenthurst, Registration Division IR, Transvaal; being 730 Prince George Avenue, Brenthurst, Brakpan, measuring 833 (eight hundred and thirty-three) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of 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 21st 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/cb/K.157.)

Case 9834/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Naidoo, Sivalingum Perumall**, First Execution Debtor, and **Naidoo, Inbavane Perumall**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on 4 March 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's Office, Westonaria, prior to the sale:

Certain: Erf 1300, situated in the Township of Lenasia South Extension 1, Registration Division IQ, Transvaal; being 1300 Oxford Crescent, Lenasia South Extension 1, Vereeniging, measuring 498 (four hundred and ninety-eight) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of garage and toilet 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 fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 24th day of January 1994.

B. W. Webber, Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/N100.)

Saak 6354/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.**, voorheen Nedperm Bank Bpk., Eiser, en **W. J. van der Walt**, Eerste Verweerder, en **J. P. van der Walt**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Rustenburg en lasbrief tot geregtelike verkoping met datum 4 Januarie 1994, sal die ondervermelde eiendom op Vrydag, 4 Maart 1994 om 10:30, te Suikerbekkielaan 6, Safarituine-uitbreiding 2, aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 1 van Erf 942, dorp Safarituine-uitbreiding 2, Registrasieafdeling JQ, Transvaal, groot 1 027 vierkante meter, bekend as Suikerbekkielaan 6, Safarituine-uitbreiding 2, gehou kragtens Akte van Transport T39752/87, waarop opgerig is een woonhuis van baksteenmure onder 'n sinkdak wat gesê word vyf kamers, buiten kombuis en twee badkamers en gewone buitegeboue bestaande uit motorhuis, motorafdek en bediendekwartiere te bevat ten opsigte waarvan egter geen waarborg gegee word nie.

Voorwaardes: 10% (tien persent) van die koopsom in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- bouvereniging se waarborg, gelewer te word binne 21 (een-en-twintig) dae. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Smitslaan 30, Rustenburg, nagesien word.

Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

Immelman Visagie & Van der Merwe, Prokureurs vir Eiser, Bergstraat 57, Posbus 673, Rustenburg, 0300.

Case 6602/93

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

In the matter between **First National Bank**, Plaintiff, and **R. S. Tsosoane**, Defendant

Kindly take notice that pursuant to a judgment of the above honourable Court granted on 15 November 1993, and subsequent warrant of execution, the Defendant's right, title and interest in and to the following property will be sold in execution on 4 March 1994 at 11:00, by the Sheriff of the Court at his premises being 439 Prince George Avenue, Brakpan, to the highest bidder:

Property: All right, title and interest in the leasehold in respect of Erf 18644, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 287 (two hundred and eighty-seven) square metres, held by Certificate of Registered Grant of Leasehold TL34957/1990, also known as 18644 Nwendzamlala Street, Tsakane Extension 8, Brakpan, description of property semi-face brick walls under tiled roof consisting of lounge, kitchen, two bedrooms and bathroom, diamond mesh fencing.

Terms: Ten per centum of the purchase price and four per centum auctioneer's charges (minimum R10) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from the date of sale. The purchaser shall be liable to pay interest at the rate of 15,50% (fifteen comma five nought per centum), per annum from the date of sale until the date of transfer of the property to the secured creditor, namely First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

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

P. J. Cowling, for Trollip, Cowling & Janeke, Attorneys, Notaries and Conveyancers, P.O. Box 38, Brakpan, c/o Ivan Davies, Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs, 1560. (Tel. 812-1050/9.) (Ref. Mr Ashton/NK/DN1513.)

Case 3089/93

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

In the matter between **First National Bank**, Plaintiff, and **D. N. Sibeko**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted 10 August 1993 and subsequent warrant of execution, the Defendant's right, title and interest in and to the following property will be sold in execution on 4 March 1994 at 11:00, by the Sheriff of the Court at his premises being 439 Prince George Avenue, Brakpan, to the highest bidder:

Property: All right, title and interest in the leasehold in respect of Erf 2369, Tsakane Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held by Certificate of Registered Grant of Leasehold TL40339/1990, also known as 2369 Mashiyane Street, Tsakane, Brakpan, description of the property: Plaster of brick walls under tiled roof consisting of lounge, kitchen, two bedrooms and bathroom.

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

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

P. J. Cowling, for Trollip, Cowling & Janeke, Attorneys, Notaries & Conveyancers, P.O. Box 38, Brakpan, c/o Ivan Davies, Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs, 1560. (Tel. 812-1050/9.) (Ref. Mr Ashton/NK/DN0513.)

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 **Myiko Boaz Mathebula**, Eerste Verweerder, en **Mpho Christina Mathebula**, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 21 September 1993, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 4 Maart 1994 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere: Erf 1817, Soshanguve-H, Registrasieafdeling JR, Transvaal, groot 300 (driehonderd) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, twee slaapkamers, badkamer/w.c. en 'n kombuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, te Plot 83, De Onderstepoort, Bon Accord.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0075).]

Saak 1969/93

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 **Aaron Baloyi**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 2 Maart 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 4 Maart 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 reg, titel en belang van die onroerende eiendom bekend as Huurpagperseel 906, Blok M, Soshanguve, met straatadres bekend as Erf 906, Blok M, Soshanguve, groot 633 (seshonderd drie-en-dertig) vierkante meter, gehou kragtens Akte van Transport T84318/92.

Die beboude eiendom word beskryf as 'n residiensiele standplaas met woonhuis wat bestaan uit enkelverdieping, naamlik: Sitkamer, drie slaapkamers, kombuis, badkamer met stort, waskamer en stoorkamer.

Die wesenlike verkoopvoorwaardes is:

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

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

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragskostes, oordragbelasting, 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 op die dag van die kantoor van die Balju, Soshanguve.

Geteken te Pretoria hierdie 18de dag van Januarie 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskasentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9117.)

Saak 22763/93

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 **Angelinah Ntombizodwa Moyo**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 7 Desember 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 4 Maart 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 reg, titel en belang van die onroerende eiendom bekend as Huurpagperseel 212, Blok FF, Soshanguve, met straatadres bekend as Erf 212, Blok FF, Soshanguve, groot 310 (driehonderd-en-tien) vierkante meter, gehou kragtens sertifikaat van Reg van Huurpag 282/91.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit enkelverdieping, naamlik: Sit-/eetkamer, twee slaapkamers, kombuis, badkamer en waskamer sonder geriewe.

Die wesenlike verkoopvoorwaardes is:

- (a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.
- (b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Soshanguve.
- (c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragkoste, oordragbelasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.
- (d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant op 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 op hierdie 18de dag van Januarie 1993.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9425.)

Saak 22919/93

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 **Isaac Makhubedu**, Eerste Verweerder, en **Poppy Nkpile Makhubedu**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof, op 7 Desember 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 4 Maart 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 1260, Blok FF, Soshanguve, se reg, titel en belang met straatadres bekend as Erf 1260, Blok FF, Soshanguve, Transvaal, groot 600 (seshonderd) vierkante meter, gehou kragtens sertifikaat van Reg van Huurpag 399/91.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit enkelverdieping, naamlik: Sit-/eetkamer, drie slaapkamers, kombuis, badkamer en waskamer sonder geriewe.

Die wesenlike verkoopvoorwaardes is:

- (a) Die verkoping sal per openbare veiling aan die hoogste bieder verkoop word, sonder reserwe.
- (b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Soshanguve.
- (c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragkoste, oordragbelasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.
- (d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant op 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 op 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/R9431.)

Saak 19339/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Regspersoon van die L'Esperance Gebou 109/88**, Eiser, en **D. N. Mcalister**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 27 April 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, Visagiestraat 228, Pretoria, aan die hoogste bieder verkoop word:

Sekere Deel 26, soos getoon en volledig beskryf op Deelplan SS109/88 in die gebou of geboue bekend as L'Esperance geleë te Erf 1147, Sunnyside, Pretoria, dorpsgebied Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel van die vloeroppervlakte volgens 71 vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en volledig beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gespesifiseer in 'n bylae op genoemde deelplan aangeteken, bekend as Woonstel 405, L'Esperance, Celliersstraat 172, Sunnyside, Pretoria, groot 71 (een-en-sewentig) vierkante meter, gehou kragtens Deelplan SS109/88.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping naamlik: Kombuis, sit-/eetkamer, een en 'n half slaapkamers, badkamer met aparte toilet.

Die wenslike verkoopvoorwaardes is:

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

(b) Onmiddellik na die verkoping sal die koper die verkoopvoorwaardes onderteken, wat ter insae is te die kantoor van die Balju van die Hof, Pretoria-Sentraal.

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordrag-kostes, 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 Landdroshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaaersgelde 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 3de dag van Januarie 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/R9451.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag, 4 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 Baljukantoor, Vereeniging, nagegaan mag word.

(d) Die koper sal alle bedrae wat nodig 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 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 4% (vier persent) van die koopprys, onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bak- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalinge van die voorwaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) 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 8340/89

Vonnisskuldenaar: F. W. Schenk en A. E. Schenk

Eiendom: Hoewe 306, Unitas Park-landbouhoewes, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot 8565 vierkante meter.

Beskrywing van eiendom: Drie slaapkamerwoning met geen motorhuis.

Straatadres van eiendom: Senator Roodweg 25, Unitas Park, Vereeniging.

Rente op vonnisskuld: 21,75%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, 29 Lesliestraat, Posbus 83, Vereeniging, 1930. (Verw. mev. Davel/6/579.)

Saak 11452/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Mahlomola Esau Makhobolo**, Eerste Verweerder, en **Nthakoana Amelia Makhobolo**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 25 Oktober 1993, sal die ondervermelde eiendom op Vrydag, 4 Maart 1994 om 09:00, te Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 742, Jouberton-uitbreiding 6-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 438 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserve 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 koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs 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 drie 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, Leaskstraat 23, Klerksdorp, 2570.

Gedateer te Klerksdorp op hierdie 20ste dag van Januarie 1994.

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

Saak 11456/93

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

In die saak tussen **NBS Bank Bepers**, Eksekusieskuldeiser, en **Jan Alwyn Lombard**, Eerste Eksekusieskuldenaar, en **Margaretha Catharina Lombard**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 13 Augustus 1993 die hiernagenoemde eiendom op Saterdag, 26 Februarie 1994 om 09:00, by die Baljukantore, Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 1684, Glen Marais-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 975 vierkante meter, ook bekend as Krinkhoutstraat 21, Glen Marais-uitbreiding 2, Kempton Park, gehou onder Titelakte T30363/1991.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie.

Verbeterings: Sitkamer, vier slaapkamers, studeerkamer, kroeg, twee en 'n half badkamers, twee motorhuise, familie/TV-kamer, drie toilette, kombuis, swembad en lapa, alles onder teëldak, geplaveide oprit, omhein met mure.

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 21% (een-en-twintig persent) per jaar onderhewig aan verandering van rentekoers gehef deur Eksekusieskuldeiser van tyd tot tyd vanaf datum van ondertekening van verkoopvoorwaardes, welke balans betaalbaar sal wees op registrasie van transport en die uitstaande balans moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park hierdie 12de dag van Januarie 1994.

M. M. Cowley, vir Jacobs Burger & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. (970-1216.) (Verw. mev. Cowley/DE/LN1184.)

Saak 180/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KWAMHLANGA GEHOU TE EKANGALA

In die saak tussen **Saambou Bank Bepers**, Eksekusieskuldeiser, en **gesamentlike boedel van wyle Kresjan Kresie Motshwene**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 8 Desember 1993 toegestaan is, op 8 Maart 1994 om 13:00, te die betrokke perseel, naamlik:

Erf 3566, Section D, Ekangala, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Sekere Erf 3566, geleë in die dorpsgebied Ekangala, groot 294 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport V284/90.

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 reserweprijs is sal dit op die dag van die veiling bekendgemaak word.

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

3. Die eiendom word voetstoots verkoop.

4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprijs 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 Smit/MV/M441.)

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mr Rooi Chauke**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 20 September 1993, and a warrant of execution dated 15 November 1993, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 11 March 1994 at 10:00, in front of the Court-house, Fox Street Entrance:

Certain Erf 998, Protea Glen Township, Registration Division IQ, Transvaal, situation 998 Protea Glen.

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

Improvements: A single dwelling of brick and plaster under paint, consisting of a lounge, kitchen, two bedrooms, bathroom and toilet, area 216 square metres, property's held under Deed of Transfer T28447/92.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at T.F.C House, Second Floor, 32 Von Brandis Street, Johannesburg.

Dated at Johannesburg on this the 21st day of January 1994.

Israelsohn von Zwiklitz, for R. Reichman-Israelsohn, Plaintiff's Attorneys, Hunts Corner, 20 New Street South, P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR3117/COLL/PM/VV.)

Saak 5/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HOBHOUSE GEHOU TE HOBHOUSE

In die saak tussen **Malcomess Beperk**, Vonnisskuldeiser, en **D. R. Swanepoel**, Vonnisskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof, gedateer 24 Maart 1992 en 'n lasbrief vir eksekusie gedateer 24 Maart 1992 sal die onderstaande onroerende eiendom in eksekusie verkoop word op Dinsdag, 1 Maart 1994 om 11:00, te die Landdroshof, Hobhouse, aan die hoogste bieder onderworpe aan die verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, asook van die voorwaardes wat hierna vermeld word:

Die volgende inligting word verstrek, alhoewel geen waarborg in verband daarmee gegee kan word nie, naamlik:

1. Die plaas Tweeling 738, distrik Thaba 'Nchu, groot 385,4393 hektaar;
2. Die plaas Bucklands 522, distrik Thaba 'Nchu, groot 187,6847 hektaar.

Bogemelde eiendomme word gehou kragtens Akte van Transport T11531/1989.

Die bovermelde eiendomme bestaan uit die volgende:

1. Die plaas Tweeling het 'n gewone woonhuis met sinkdak en 11 vertrekke, toegeboude melkstal, staalkonstruksie met dak sonder mure en 'n motorhuis met opwaskamer langsaa.
2. Die plaas Bucklands het geen woonhuis op nie, asook geen verbeterings daarop nie.

Betaalvoorwaardes:

- a. Tien persent (10%) van die koopprys in kontant betaalbaar op die dag van verkoping.
- b. Die balans van die koopprys moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg en binne een-en-twintig (21) dae na datum van verkoping verskaf word.

- c. Afslaerskommissie teen vier persent (4%) op die koopprys betaalbaar op die dag van verkoping plus BTW daarop.

Die volledige verkoopvoorwaardes, wat onmiddellik voor die veiling uitgelees sal word deur die Balju, sal by die kantoor van die Balju Hobhouse ter insae lê.

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

Alberts & Smit, 11de Verdieping, Diamond Corner, Eloffstraat 68, Posbus 4442, Johannesburg. (Tel. 337-6110/1/2/3.) (Verw. mnr. Alberts/ct/M1580.)

Case 10948/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Ltd, Plaintiff, and **Hendrik Jacobus du Toit**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment, dated 14 July 1993 the undermentioned property will be sold in execution on Saturday, 26 February 1994, at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, to the highest bidder:

Erf 70, situated in the Township of Clayville, Registration Division, JR, Transvaal, measuring 1 535 square metres, held by the Defendant under Deed of Transfer T15162/1977, known as 27 Mill Street, Clayville, Registration Division JR, Transvaal, measuring 1 535 square metres, held by the Defendant under Deed of Transfer T15162/1977, known as 27 Mill Street, Clayville.

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

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park.

Signed at Pretoria on this the 4th 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.)

Saak 6053/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS Bank Beperk** (Reg. No. 87/01384/06), Eiser, en **S. N. Varrachia**, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 10 Augustus 1993 die onderstaande eiendom te wete:

Erf 923, Geluksdal-dorpsgebied, geleë te Disselboomstraat 923, Geluksdal, Brakpan, bestaande uit 406 m² vierkante meter met sonering Residensieël 1, in eksekusie verkoop sal word op 4 Maart 1994 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieder.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: Woning gebou van gepleisterde steen, met teëldak, bestaande uit sitkamer, met gekombineerde eetkamer, drie slaapkamers, badkamer, kombuis en toilet.

Buitegebou bestaande uit toilet.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 18de dag van Januarie 1994.

Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Posbus 116, Brakpan. (Tel. 744-4620/7.) (Verw. mev. Visagie/N291.)

Saak 12455/93

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

In die saak tussen **Stadsraad van Midrand**, Eiser, en **Arend Christiaan Ludolph Brink**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof, gedateer 5 Oktober 1993, sal die ondervermelde eiendom op 26 Februarie 1994 om 09:00, deur die Balju, Kempton Park, te Parkstraat 8, Kempton Park, aan die hoogste bieder geregtelik verkoop word:

Erf 275, Clayville, Registrasieafdeling JR, Transvaal, groot 1 076 vierkante meter, gehou kragtens Akte van Transport T64311/1991, bekend as Majorweg 21, Clayville, Kempton Park.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, vyf slaapkamers, drie badkamers, aparte toilet, ses motorafdakke en 'n onvoltooide woonstel bestaande uit twee kamers en 'n badkamer.

Sonering: Residensieël.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Kempton Park, Parkstraat 8, Kempton Park, 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 veertien 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 koopprys met 'n minimum van R57.

Geteken te Pretoria hierdie 10de dag van Januarie 1994.

Eben Griffiths & Vennote, p.a. Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monument- en Longstraat, Kempton Park. [Tel. (012) 64-1007/64 1039.]

Saak 13964/92

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

In die saak tussen **Stadsraad van Midrand**, Eiser, en **Arend Ludolf Brink**, Eerste Verweerder, en Aletta Magdalena Brink, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof, gedateer 5 Oktober 1993, sal die ondervermelde eiendom op 26 Februarie 1994 om 09:00, deur die Balju, Kempton Park, te Parkstraat 8, Kempton Park, aan die hoogste bieder geregtelik verkoop word:

Erf 278, Clayville, Registrasieafdeling JR, Transvaal, groot 1 076 vierkante meter, gehou kragtens Akte van Transport T25098/1988, bekend as Majorstraat 19, Clayville, Kempton Park.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer, toilet, motorhuis en afdak.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Kempton Park, Parkstraat 8, Kempton Park, 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 veertien 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 koopprys met 'n minimum van R57.

Geteken te Pretoria hierdie 12de dag van Januarie 1994.

Eben Griffiths & Vennote, p.a. Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monument- en Longstraat, Kempton Park. [Tel. (012) 64-1007/64 1039.]

Saak 7948/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **United Bank**, 'n afdeling van ABSA Bank, Vonnisskuldeiser, en **H. D. Philander**, Vonnisskuldenaar

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop op 11 Februarie 1994 om 11:00, ten kantore van die Balju van Brakpan, Prince Georgelaan 439, Brakpan:

Erf 555, Geluksdal, Brakpan-dorpsgebied, ligging 555 Rheumanellarylaan, Geluksdal, Brakpan, grootte 338 m².

Verbeteringe: Sitkamer, drie slaapkamers, badkamer en kombuis.

Buitegebou: Motorhuis.

Sonering: Residensieel.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieër onderhewig aan die reg van preferente skuldeisers.
2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) plus balju kommissie op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 7 (sewe) dae na datum van die verkoping.
3. Die koper sal die transportkoste asook munisipale belastinge, wat agterstallige en regskeste mag insluit, betaal asook die prokureurs en geregsbodekoste verbonde aan die verkoping.
4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.
5. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van Brakpan, vanaf datum van hierdie kennisgewing.

Frank le Roux, Geyser & De Kock, Glenleyhuis, Kingswaylaan 116, Brakpan. (Tel. 744-4620.) (Verw. mev. Goosen/U628.)

Case 8964/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Jacobus Delarey Labuschagne**, First Defendant, and **Zelda Labuschagne**, 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 Office, Delville Street, Witbank, on Friday, 25 February 1994 at 10:00, of the under-mentioned 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 2275, Witbank Extension 10 Township, Registration Division JS, Transvaal (also known as 9 Iris Street, Witbank Extension 10, measuring 1 436 (one thousand four hundred and thirty-six) square metres, held by virtue of Deed of Transport T22259/90, subject to the conditions therein contained and 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 lounge, family room, kitchen, laundry, five bedrooms, two bathrooms/w.c., two garages, servant's w.c., swimming-pool and precast fencing.

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

Dated at Pretoria this 17th day of January 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S571/91.)

Case 99719/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Mr Rudolph Cornelius Pretorius**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 8 November 1993, and a warrant of execution dated 29 November 1993, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 25 March 1994 at 10:00, in front of the Court-house, Fox Street Entrance.:

Certain Erf 313, Regents Park Estate Township, Registration Division IR, Transvaal, situation 12 Bob Street, Regents Park Estate.

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

Improvements: A dwelling of brick plaster under a corrugated iron roof consisting kitchen, two half bathrooms, three bedrooms, lounge, dining-room, family room and entrance-hall.

Outbuildings: Single garage and a maid's room, the yard walled with brick and brick and plastered walls.

Area: 496 square metres.

Property's held under Deed of Transfer T7501/92.

Terms: The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turffontein.

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

R. Reichman-Israelsohn, for Israelsohn von Zwiklitz, Plaintiff's Attorneys, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR3134/COLL/PM/VV.)

Saak 21644/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Beperk**, Eiser, en **Denise Moira Oberholzer**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 30 November 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 24 Februarie 1994 om 10:00:

Gedeelte 32 van Erf 3318, geleë in die Elandspoort-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 378 vierkante meter, gehou kragtens Akte van Transport T13082/1993 (die eiendom is ook beter bekend as Vergeet-my-Niestraat 186, Elandspoort).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring, alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n teëldak, bestaan uit sitkamer, drie slaapkamers, badkamer, aparte toilet en kombuis. Buitegeboue synde 'n motorafdak.

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

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

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/avdp/F.7606/B1.)

Saak 40278/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **T. J. G. V. Botha**, Verweerder

Erf 57, Paardekop, Registrasieafdeling HS, Transvaal, groot 1 978 vierkante meter, geleë te hoek van De Wet- en Hanekestraat, Paardekop, T5341/1971, eksekusieveiling voor die kantore van die Raad op Plaaslike Bestuursangeleenthede, Hoofstraat, Paardekop, op Dinsdag, 15 Maart 1994 om 11:00, aan die hoogste bieder.

Volgens inligting wat Eiser kon bekom is gesegde eiendom gesoneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas sal word, lê ter insae by die kantore van die Balju, 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 afslaaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys. Geteken te Pretoria op hierdie 17de 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 11663/93

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

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Hendrik Jacobus de Villiers**, Eerste Verweerder, en **Magritha Johanna de Villiers**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 8 November 1993 en 'n lasbrief vir eksekusie, word die volgende eiendom van die Tweede Verweerder in eksekusie verkoop op 4 Maart 1994 om 10:00, voor die hoofingang van die Landdroskantoor, Fochville, aan die hoogste bieder, sonder reserve:

Resterende Gedeelte van Gedeelte 23 ('n gedeelte van Gedeelte 14), van die plaas Kraalkop 147, Registrasieafdeling IQ, Transvaal, groot 41,2120 hektaar, gehou kragtens Akte van Transport T62930/1980.

Die eiendom is gesoneer vir woon- en landboudoeleindes en verbeter met die oprigting van 'n sinkdakwoonhuis met vier slaapkamers, twee badkamers, kombuis, twee sitkamers, twee groot stoepe en dubbel garage. Daar is 'n buitegebou met drie slaapkamers, melkstal, vier boorgate (nie toegerus), grondbesproeiingsdam, vier kuilvoertorings en ongeveer 6,000 vrugtebome. Die eiendom is omhein. Geen waarborg word in hierdie verband gegee nie.

Terme en voorwaardes:

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Potchefstroom, onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Balju, Kerkstraat 195, Potchefstroom [Tel. (0148) 297-3851].

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

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

Case 12907/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ngcobo Dumisani Siphwe Christoper**, First Defendant, and **Ngcobo Priscilla Phumzile**, Second Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Sandton Sheriff's Office at 100 Flour House, Grayston Drive, Sandown, Sandton, on 4 March 1994 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Erf 64, Wendywood Township, Registration Division IR, Transvaal, in extent 1125 (one one two five) square metres, held by virtue of Deed of Transfer T97382/92, also known as 23 Glanville Crescent, Wendywood.

The following particulars are furnished re the improvements, none of which is guaranteed: A double-storey dwelling with tile roof, consisting of three bedrooms, 2 and a half bathrooms, kitchen, lounge, dining-room, family room, study, two garages and servants' quarters.

Terms: Deposit 10% (ten per cent) of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within fourteen days from date of the sale. Auctioneer's charges, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, and a minimum charge of R100.

Dated at Johannesburg on this the 13th day of January 1994.

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

Case 4761/93
PH104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Moloi, Fenny**, 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 Deputy Sheriff's Office, Kempton Park, on 3 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Deputy Sheriff Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 198, situated in the Township of Teanong, Registration Division IR, Transvaal, being 198 Teanong, Tembisa, Kempton Park, measuring 255 (two hundred and fifty-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms 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 R15 000 (fifteen thousand rand) and thereafter 2,5% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand), and a minimum charge of R30 (thirty rand).

Dated at Johannesburg this 17th day of January 1994.

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. Mr Webber/amvb.)

Case 31868/1991

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Erasmus: Crystal**, 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, 100 Flour House, Grayston Drive, Sandown, Randburg, on Friday, 4 March 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 550, Blairgowrie Township, Registration Division IQ, Transvaal, area 1 031 (one thousand and thirty-one) square metres, situation 226 Blairgowrie Drive, Blairgowrie.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms (main en suite), kitchen, lounge, dining-room, family room, garage, carport, swimming-pool, servant quarters with brick walls around the property.

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

Dated at Johannesburg on 18 January 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton-Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N4:NB15.)

Case 22563/92

PH388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Coetsee: Dirk Jacobus**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 Elna Randhof Building, corner of Selkirk and Blairgowrie Drive, Randburg, on Tuesday, 1 March 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 379, North Riding Agricultural Holdings, Registration Division IQ, Transvaal, area 3,8933 (three comma eight nine three three) hectares, situation at Holding 379, Spioenkop Street, North Riding.

Improvements (not guaranteed): A house under iron roof consisting of four bedrooms, three bathrooms, kitchen, two lounges, dining-room, family room, study, double garage, three store-rooms, swimming-pool, two cottages with precast and brick walls with wire fence around property.

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

Dated at Johannesburg on 18 January 1994.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton-Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N4:NB37.)

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Gerhardus Ignatius von Benecke**, First Defendant, and **Jacoba Magdalena von Benecke**, 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, Portion 83, De Onderstepoort, old Warmbath Road, Bon Accord, on 11 March 1994 at 11:00, to the highest bidder:

Certain Erf 1946, in the Township of Doornpoort Extension 1, Registration Division JR, Transvaal, measuring 825 (eight hundred and twenty-five) square metres, situated at 38 Trema Crescent, Doornpoort Extension 1.

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, pantry, living-room, study room, three bedrooms, one and a half bathrooms, two w.c.'s and shower.

Outbuildings: Double garage and w.c.

Other improvements: Courtyard.

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 14 (fourteen) days shall be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Portion 83, De Onderstepoort, old Warmbath Road, Bon Accord.

Signed at Pretoria on this the 29th day of January 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. T. Kartoudes/MB/N1117.)

Saak 430/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MESSINA GEHOU TE MESSINA

In die saak tussen **M. P. Masedi**, Eiser, en **M. L. Masedi**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros, Messina, en lasbrief tot geregtelike verkoping gedateer 16 Junie 1993, sal die ondervermelde goedere op Woensdag, 16 Maart 1994 om 14:00, hoek van Hamm- en Barretstraat, Messina, aan die hoogste bieder geregtelik verkoop word, naamlik:

Perseel 483, Ralf Smallstraat, Nancefield, Messina.

Mýburgh en Van Heerden, Eerste Verdieping, Limpopo-gebou, Nasionale Weg, Messina. (Verw. mnr. Mýburgh/1021.)

Case 5557/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mphikwa Ezekiel Nhlapo**, First Defendant, and **Twenty Nhlapo**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 27 October 1993, the property listed hereunder will be sold in execution on Friday, 4 March 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18313, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, known as Lot 18313, Tsakane Extension 8, Brakpan.

The property is zoned residential in terms of the relevant Town-planning Scheme.

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

Main building: Semi-face bricks under tiles residence, comprising lounge, two bedrooms, bathroom and kitchen.

Fencing: Wire.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 (ten thousand rand), then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court, being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 21% (twenty-one per centum) per annum on the preferent creditor's claims as contemplated in rule 43 (7) (a) of the Rules of Court, from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 25th day of January 1994.

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

Case 13960/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Maria Elizabeth Cornelia Rudolph**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 21 December 1993, the property listed hereunder will be sold in execution on Friday, 4 March 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Portion 165, of Erf 1605, Brakpan North Extension 3 Township, Registration Division IR, Transvaal, measuring 409 (four hundred and nine) square metres, known as 8 Saalklap Road, Brakpan North Extension 3, Brakpan.

The property is zoned Residential 2 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: Residence comprising two bedrooms, bathroom, kitchen, lounge, dining-room.

Outbuildings: Two garages, servant quarters, s/ablutions. Driveway: Bitumen. Fencing: Pre-cast.

The material conditions of sale are:

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

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

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

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

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

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

Dated at Benoni on this the 25th day of January 1994.

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

Case 7859/89

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

In the matter between **Nedcor Bank Limited** (formerly known as Nedperm Bank Limited), Plaintiff, and **Martha Sophia Hinckley**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 20 December 1993, the property listed hereunder will be sold in execution on Friday, 4 March 1994 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Holding 554, Withok Estates Agricultural Holdings, Registration Division IR, Transvaal, together with Surface Right Permit No. B27/1963, measuring 1,8573 (one comma eight five seven three) hectares, known as 554 Hannes Visagie Street, Withok, Brakpan.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main Building: Plastered/bricks under I.B.R. roofing residence comprising lounge, dining-room, two bedrooms, bathroom, kitchen, scullery. Outbuildings: Carport, store-room. Fencing: Wire.

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, 439 Prince George Avenue, Brakpan.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchaser price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000, then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 21,75% (twenty one comma seven five per centum) per annum, on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the Rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the judgment creditor's mortgage bond; otherwise the property is sold free of any such lease or other real right. If the execution creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.
- (f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale on written notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 24th day of January 1994.

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

Case 2416/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Fig Tree Hotel (Pty) Ltd**, 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 4 March 1994 at 10:00, at the office of the Magistrate Nelspruit to the highest bidder:

Erf 2159, Nelspruit Township, Registration Division JT, Transvaal, measuring 3 461 (three thousand four hundred and sixty-one) square metres, situated at 16 Anderson Street, Nelspruit.

Improvements reported (which are not warranted to be correct and are not guaranteed): Hotel building and outbuildings.

Conditions of sale:

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

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

Dated at Nelspruit this 19th day of January 1994.

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

Case M120/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **M. S. Kamanga**, 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 3 March 1994 at 11:00, at the Office of the Magistrate, Eerstehoeck, to the highest bidder:

Site 1017A, situated in the Township of Elukwatini A, District of Eerstehoeck, measuring 400 (four hundred) 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, Eerstehoek, and at the offices of the undermentioned.

Dated at Nelspruit this 19th day of January 1994.

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

Saak 17909/93

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

In die saak tussen **Saambou Bank Beperk** (voorheen bekend as Saambou-Nasionale Bouvereniging), Eiser, en **Cornelia Hermina van Heerden**, Eerste Verweerder, en **Willem van Heerden**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 12 Oktober 1993, sal die ondervermelde eiendom op 2 Maart 1994 om 10:00, deur die Balju Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Erf 678, Eldoraigie-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 607 vierkante meter, gehou kragtens Akte van Transport T13102/92, bekend as Shirleystraat 1014, Eldoraigie, Verwoerdburg, distrik Pretoria.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Dubbelverdieping-woonhuis bestaande uit 'n portaal, twee sitkamers, eetkamer, gesinskamer, vier slaapkamers, twee badkamers, kombuis en wassery, dubbel motorhuis en stoorkamer.

Sonering: Residensiële.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Messcorhuis, Margarethastraat 30, Riverdale, Pretoria, en bevat onder andere die volgende:

(a) Die koper moet 'n deposit van tien persent van al 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 na datum van die verkoping verstrek te word.

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

Geteken te Pretoria hierdie 26ste 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.)

Case 21844/93
PH 388

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Pownall: Hugh Lee**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 March 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: Remaining Extent of Erf 448, Melville Township, Registration Division IR, Transvaal, area 373 (three hundred and seventy-three) square metres, situation 13A Third Street, Melville, Johannesburg.

Improvements (not guaranteed): A house under iron roof, consisting of two bedrooms, bathroom, kitchen, lounge, dining-room, garage, servant's quarters and servant's toilet with wire fence around property.

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

Dated at Johannesburg on this the 26th 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. ForeclosuresN5:NT380.)

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

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Boredi Simon Mmabane**, First Defendant, and **Monqwadi Johannah Mmabane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on 4 March 1994 at 10:00, in front of the Magistrate's Court, Moffat Street, Warmbaths:

All the right, title and interest in the leasehold in respect of Site 1094, in the Township of Bela-Bela, Registration Division KR, Transvaal, measuring 386 square metres, held by the First and Second Defendant under Certificate of Registered Grant of Leasehold TL32961/91, situated at the corner of Lebodi and Mosuthane Streets, Bela-Bela.

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

Face brick building with corrugated iron roof. Building is divided into a butchery, general dealer and bottle store. Butchery consists of two rooms with built in fridge and toilet. General dealer consists of a room, an office and an outside store-room. Bottle store consists of three rooms, two being store-rooms and one with built in fridge.

Terms: Ten per cent (10%) of the purchase price in cash on the day of the sale, the balance against transfer, to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 30 (thirty) days after the date of the sale.

Conditions: The conditions of sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Warmbaths.

D. J. Fourie, vir MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria.
(Tel. 325-1501.) (Ref. R329176/as.)

Case 40700/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Daniel du Randt Vermaak**, First Defendant, and **Charmain Vermaak**, 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 15 March 1994 at 10:00, to the highest bidder:

Certain: Remaining Extent of Erf 805, situated in the Township of Wonderboom South, Registration Division JR, Transvaal, measuring 1 276 square metres, situated at 822 14th Avenue, Wonderboom South.

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, four bedrooms, bathroom, w.c., shower, two stoeps. **Outbuildings:** Single garage, servant's room, w.c. and laundry. **Other improvements:** Barbeque, gates, driveway and paving, borehole plus pump.

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

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

Signed at Pretoria on this 28th day of January 1994.

Shapiro & Partners Inc., Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. Mrs T. Kartoudes/MB/N988.)

KENNISGEWING VAN GEREGTELIKE VERKOPING

Ter uitwinning van vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde sake, soos deur **Nedcor Bank Beperk** verkry sal 'n verkoping sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 25 Februarie 1994 om 11:00, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die vendisieafslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Saak: 12187/91.

Vonnisskuldenaar: R. en M. J. Prinsloo.

Eiendom: Erf 514, Amandasig-uitbreiding 2, Registrasieafdeling JR, Transvaal.

Beter bekend as: Kareestraat 23, Amandasig.

Groot: 1 000 (eenduisend) vierkante meter.

Gehou: Kragtens Akte van Transport T68583/90.

Beskrywing: Woonhuis bestaande uit vier slaapkamers, twee en 'n halwe badkamers, kombuis, eetkamer, sitkamer, gesinskamer, studeerkamer, dubbelmotorhuis, stoorkamer, dubbelmotorafdek en 'n swembad.

Verw.: Mnr. Coetzee/RL/744/93.

Saak: 213/92.

Vonnisskuldenaar: P. W. Oosthuizen.

Eiendom: Gedeelte 199 ('n gedeelte van Gedeelte 186) van die plaas Vastfontein 271, Registrasieafdeling JR, Transvaal.

Groot: 21,4138 (twee een komma vier een drie agt) hektaar.

Gehou: Kragtens Akte van Transport T7888/1984.

Beskrywing: Plot met woonhuis bestaande uit drie slaapkamers, twee badkamers, kombuis, sitkamer, gesinskamer, eetkamer, twee motorhuise, swembad en boorgat.

Verw.: Mnr. Coetzee/RL/528/93.

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

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

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

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

Saak 75542/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOUD TE PRETORIA

In die saak tussen **NBS Bank Bepers**, Eiser, en **S. C. J. Botha**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 2 Desember 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder op 3 Maart 1994 om 10:00:

Deel 52, soos getoon en meer volledig beskryf op Deelplan SS147/85 in die skema bekend as Aminie geleë in die dorpsgebied Proklamasieheuwel, in die plaaslike owerheid van die Stadsraad van Pretoria, groot 98 (aght-en-negentig) vierkante meter (beter bekend as Aminiewoonstelle 52, Lievaartstraat, Proklamasieheuwel.)

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:

Drie slaapkamerwoonstel met badkamer, balkon, sit-/eetkamer en kombuis met onderdakparkering.

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, Wonderboom.

Geteken te Pretoria op hierdie 1ste dag van Februarie 1994.

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/JR38067.)

Saak 16944/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOUD TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Francois Stephanus Holmes**, Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 2 Augustus 1993, sal die ondervermelde eiendom op Vrydag, 11 Maart 1994 om 10:00, te Sandpanstraat 6, Stilfontein, 2550, aan die hoogste bieder verkoop word, naamlik:

Gedeelte 80 van Erf 3618, geleë in die dorp Stilfontein-uitbreiding 4, Registrasieafdeling IP, Transvaal, groot 998 vierkante meter, ook bekend as Sandpanstraat 6, Stilfontein, 2550.

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, 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 met buitegeboue: Drie slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer en familiekamer. *Buitegeboue*: Twee motorhuise.

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

Gedateer te Klerksdorp op hierdie 27ste dag van Januarie 1994.

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

Saak 19892/93

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 7 Desember 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 3 Maart 1994 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 599, Moteong-dorpsgebied, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 391 (driehonderd een-en-negentig) vierkante meter.

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

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van Januarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1246.)

Saak 19351/93

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **Sipho Eric Masina**, Eerste Verweerder, en **Bruinhilda Mpolokeng Masina**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 17 November 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 3 Maart 1994 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in Erf 1245, Tembisa-uitbreiding 4-dorpsgebied, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 290 (tweehonderd en negentig) vierkante meter.

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

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van Januarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1178.)

Saak 14282/91

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **Karl Heinz Mansfeld**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 12 Oktober 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Saterdag, 26 Februarie 1994 om 09:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 270, Birchleigh-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 401 (eenduisend een-en-veertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, badkamer, eetkamer, toilet, drie slaapkamers en kombuis. Buitegeboue bestaan uit twee motorhuise, swembad, oprit en eiendom het drie mure om.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van Januarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/N628.)

Saak 19592/93

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou-Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **Stand 1900 van Riebeeck CC**, Eerste Verweerder, en **G. F. Steyn**, Tweede Verweerder, en **J. J. Koekemoer**, Derde Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 24 November 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Saterdag, 26 Februarie 1994 om 09:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 1900, Van Riebeeckpark-uitbreiding 20-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 872 (agthonderd twee-en-sewentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers en kombuis. Buitegeboue bestaan uit twee motorhuise en oprit.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van Januarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1195.)

Saak 19591/93

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie gedateer, 18 November 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 3 Maart 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 554, dorpsgebied Moteong, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 265 (tweehonderd vyf-en-sestig) vierkante meter.

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

Buitegeboue: Geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van Januarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1245.)

Saak 20200/93

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk (Reg. No. 97/05437/06), Eiser, en **Moses Lucky Chabane**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park en 'n lasbrief vir eksekusie gedateer 7 Desember 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 3 Maart 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 525, dorpsgebied Moteong, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 446 (vierhonderd ses-en-veertig) vierkante meter.

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

Buitegeboue: Geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van Januarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1249.)

Saak 2930/92

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

In die saak tussen **Saambou Bank Beperk**, voorheen bekend as Saambou Nasionale Bouvereniging Beperk (Reg. No. 87/05437/06), Eiser, en **Busani Patrick Nonyana**, Eerste Verweerder, en **Wilhelmina Nonyana**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 18 November 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 3 Maart 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 1314, dorpsgebied Tembisa-uitbreiding 4, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 280 (tweehonderd en tagtig) vierkante meter.

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

Buitegeboue: Geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 24ste dag van Januarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1000.)

Case 27800/93
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 **Jansen van Nieuwenhuizen, Gysbert Sybrand**, First Execution Debtor, and **Jansen van Nieuwenhuizen, Hester Caroline**, 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, Krugersdorp, on 2 March 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: Erf 151, situated in the Township of Krugersdorp, Registration Division IQ, Transvaal, being 56 Stigman Street, Krugersdorp West.

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 tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on the 25th day of January 1994.

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/VA268/avb.)

Case 14643/91
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 **Kivido Marlin**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 March 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain: Erf 14, situated in the Township of Reiger Park, Registration Division IR, Transvaal, being 14 Protea Street, Reiger Park, Boksburg.

Measuring: 496 (four hundred and ninety-six) square metres.

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

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

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

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

Dated at Johannesburg on the 25th day of January 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/avb/K46.)

Case 24216/93
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 **MacDonald, Jan Raymond Scott**, 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 Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 4 March 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain: Erf 1056, situated in the Township of Fourways Extension 10, Registration Division JR, Transvaal; being 17 Soetdoring Way, Fourways Extension 10, Randburg.

Measuring: 1 339 (one thousand three hundred and thirty-nine) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising double 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on the 25th day of January 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451) (Ref. Foreclosures/avb/M704.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 3 March 1994 at 10:00.

Nedcor Bank Limited, Execution Creditor.

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

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

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

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

Case 12327/93.

Judgment Debtor: **Harriet Lindiwe Nkosi.**

Property: Right of leasehold over Erf 553, Mashimong Township, Registration Division IR, Transvaal, situated at 553 Mashimong Section, Tembisa.

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

File Ref: LN3567.

Case 10517/90.

Judgment Debtor: **Deborah Ntsoaki Mahlangu.**

Property: Right of leasehold over Erf 469, Lifateng Township, Registration Division IR, Transvaal, situated at 469 Lifateng Section, Tembisa.

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

File Ref: 268/90.

Case 7538/90.

Judgment Debtors: **Ntuna Simon Zwane and Refilwe Zwane.**

Property: Right of leasehold over Erf 284, Motsu Township, Registration Division IR, Transvaal, situated at 284 Motsu Section, Tembisa.

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

File Ref: L190/90.

Case 20638/93.

Judgment Debtor: **Victor Oupa Tsotetsi.**

Property: Right of leasehold over Erf 756, Makulong Township, Registration Division IR, Transvaal, situated at 756 Makulong Section, Tembisa.

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

File Ref: LN3667.

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

Saak 20758/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **R. A. Rakgedi**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in die bogenoemde saak, soos deur Nedcor Bank Beperk verkry sal 'n verkoping sonder 'n reserwe prys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 25 Februarie 1994 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusiafslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Sekere Leasehold Stand 577K, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve, groot 300 (drie nul nul) vierkante meter, gehou kragtens Akte van Transport T47383/1992 (voorheen sertifikaat van reg van huurpag).

Beskrywing: Woonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer. Die eiendom is omhein.

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

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

Geteken te Pretoria op hierdie 24ste dag van Januarie 1994.

Coetzee Prokureurs, 15de Verdieping, S.A.L.U-gebou, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6) (Verw. mnr. Coetzee/RL/724/92.)

Saak 2092/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **NBS Bank Bepark**, Eiser, en **Fazel Hoosan Jooma**, Verweerder

Ingevolge 'n vonnis gelewer op 18 November 1993, in die Landdroshof van Barberton, en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 2 Maart 1994 om 09:00, voor die Landdroskantoor, Barberton, aan die hoogste bieder:

Beskrywing: Erf 118, geleë in die Barberton Asiatic Extension 2-dorpsgebied, Registrasieafdeling JU, Transvaal, groot 510 (vyfhonderd en tien) vierkante meter, gehou kragtens Akte van Transport T38367/81.

Voorwaardes van verkoping:

Die verkoper sal verplig wees om 10% (tien persent) van die koopprys aan die Balju, Landdroshof, in kontant te betaal onmiddellik na die verkoping plus 5% (vyf persent) afslagsfooie.

Die balans tesame met die rente daarop, moet gesekureer word by wyse van 'n bank of 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 kantoor van die Balju, Landdroshof, Shebaweg 103, Barberton.

Geteken te Barberton hierdie 21ste dag van Januarie 1994.

D. L. Bester, vir Lukas Louw & Bester, Regs- en Mediese-gebou, Crownstraat 63, Posbus 30, Barberton. (Verw. LB:MG: N 391.)

**Case 19601/93
PH 430**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mayrhofer, Waltraud**, First Defendant, and **Hillbrunner, Kurt**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 8 March 1994 at 10:00, at the office of the Sheriff of the Supreme Court, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Randburg, to the highest bidder:

Erf 214, Sharonlea Extension 7 Township, Registration Division IQ, Transvaal, in extent 1 350 (one thousand three hundred and fifty) square metres, held under Deed of Transfer T17340/90.

Situated at 10 Chamfuti Street, Sharonlea Extension 7, Randburg.

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

Improvements: Residential dwelling with outbuildings.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 16% (sixteen per 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, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Randburg.

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

A. R. Wedcliffe, Plaintiff's Attorney, Eight Floor, Eplow House, 122 President Street, corner of Troye Street, Johannesburg; P.O. Box 8827, Johannesburg, 2000. (Tel. 29-4041/2/3.)

Case 59035/91

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

In the matter between **NBS Bank Limited**, Plaintiff, and **J. A. Nel N.O.**, First Defendant, **J. A. Nel**, Second Defendant, and **A. S. S. Nel**, Third Defendant

A sale in execution will be held on 2 March 1994 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 73, situated in the Township of Waterkloof Glen, Registration Division JR, Transvaal, measuring 2 055 (two thousand and fifty-five) square metres, known as 385 David Street, Waterkloof Glen.

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

Single-storey dwelling, partly double, brick walls, fitted carpets, novilon, tiled roof, lounge, dining-room, study, kitchen, four bedrooms, two bathrooms, two showers, two w.c.'s, family room, dress room, entrance hall, f/stoep, patio, balcony, four garages, laundry, servant's room with w.c. and shower and store.

Boundary: Brick walls, steel gates, alarm system, borehole, aluminium awnings, concrete pool and brick pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9130.)

Saak 8485/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Ernest Samuel Blaauw**, Verweerder

T8936/86: Eksekusieveiling te die Landdroskantore, Krugerparkstraat, Witrivier, op Vrydag, 18 Maart 1994 om 12:00, aan die hoogste bieder:

Erf 169, Numbipark, Registrasieafdeling JU, Transvaal, groot 800 (agthonderd) vierkante meter, geleë te Springbokstraat, Numbipark.

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 verstrekkend.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Witrivier, 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 (veertien) dae na die datum van verkoping.

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 3% (drie persent) plus Belasting op Toegevoegde Waarde, tot 'n maksimum bedrag van R6 000 (sesduisend rand) en/of 5% (vyf persent) plus Belasting op Toegevoegde Waarde op 'n maksimum bedrag van R20 000 (twintigduisend rand), van die totale koopprys.

Geteken te Pretoria op hierdie 1ste dag van Februarie 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 4357/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Trustbank**, 'n Divisie van ABSA Beperk, Eksekusieskuldeiser, en **Leon Malherbe**, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 15 Oktober 1992, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroshofkantore, te Nelspruit, op 4 Maart 1994 om 10:00, of so spoedig moontlik daarna, naamlik:

Erf 1143, geleë in die dorpsgebied Nelspruit-uitbreiding 5, Registrasieafdeling JU, Transvaal, groot 1 680 vierkante meter, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T2406/1980.

Die volgende verbeterings is op die eiendom, synde woonhuis en buitegeboue.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieder verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof.

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof, te Nelspruit, ter insae lê.

Geteken te Nelspruit op hede die Eerste dag van Februarie 1994.

P. L. du Toit, vir Du Toit & Smuts, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. (Du Toit/MvR/T277/92(Q0337).)

Case 16/88

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NAPHUNO HELD AT LENYENYE

In the matter between **Standard Credit Corporation Ltd**, Plaintiff, and **Moses Mokgomole Mashapa**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Naphuno, and writ of execution dated 1 February 1990, the following property will be sold by public auction on Wednesday, 2 March 1994 at 14:00, in front of the Magistrate's Court, at Lenyenye, to the highest bidder, viz:

House 2 Block 5 Lenyenye (No. 1197).

Material conditions of sale:

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

A. E. Rech, for Joubert & May, P.O. Box 35, Tzaneen, 0850.

Case 13956/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Simon Vusumuzi Nhlapo**, Defendant, and **Tryphina Doreeca Nhlapo**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 14 December 1993, the property listed hereunder will be sold in execution on Wednesday, 9 March 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 4882, Northmead Township, Registration Division IR, Transvaal, measuring 819 (eight hundred and nineteen) square metres, known as 43 Fifth Street, Northmead, Benoni.

The property is zoned Residential 1 in terms of the relevant town-planning scheme.

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

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

Outbuildings: Garage, fencing: Precast. Driveway: Concrete.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the office of the Sheriff of the Magistrate's Court, 215 Arcadia, 84 Princes Avenue, Benoni.

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000, then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum on the preferent creditors' claims as contemplated in Rule 43 (7) (a) of the rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 27th day of January 1994.

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

Case 13957/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Cecilia Sibongile Pretty Ngwenya**, First Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 15 December 1993, the property listed hereunder will be sold in execution on Wednesday, 9 March 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 897, Daveyton Extension 3 Township, Registration Division IR, Transvaal, measuring 236 (two hundred and thirty-six) square metres, known as Stand 897, Daveyton Extension 3, 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: Residence comprising two bedrooms, bathroom, kitchen and lounge.*

The material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court office, Benoni.
- (c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- (d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof, or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 16% (sixteen per centum) per annum, on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
- (e) in the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond, otherwise the property is sold free of any such lease or other real right. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.
- (f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale on written notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this the 27th day of January 1994.

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

Saak 24580/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Harris & Vennote BK**, Eiser, en **Ballard R. A.**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Pretoria, en lasbrief tot geregtelike verkoping gedateer 13 Mei 1993, sal die ondervermelde goedere in eksekusie op Woensdag, 2 Maart 1994 om 10:00, te Strubenstraat 142, Pretoria, aan die hoogste bieder geregtelik verkoop word, naamlik:

Skema 166, Eenheid 107, Overton, ook bekend as A205 Overton, De Boulevardstraat 269, Silverton.

Slegs kontant of bankgewaarborgde tjeks is aanvaarbaar.

Geregsbode.

Saak 11591/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Boy George Nkosi**, Eerste Verweerder, en **Velephi Josephine Nkosi**, Tweede Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 25 Februarie 1994 om 11:00, by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerders op 14 Julie 1992, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Wonderboom, Gedeelte 83 (net noord van Sasko Meule), ou Warmbadpad, Bon Accord:

Erf 2564, Soshanguve, Blok GG, met aktesbeskrywing:

Alle reg, titel en belang in die huurpag vir woondoeleindes ten opsigte van Perseel 2564, Blok GG, Soshanguve, Soshanguve-woongebied, in die jurisdiksiegebied van die Streeksverteenwoordiger van die Departement van Onwikkeling, Soshanguve, groot 829 (agt twee nege) vierkante meter, aangedui op Plan PB372/87, gehou kragtens Sertifikaat van Reg van Huurpag 2579/90 en verbind ten gunste van die Eiser onder Verbandakte BL2892/91.

Die eiendom bestaan uit drie slaapkamers, badkamer, kombuis en sitkamer.

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

Geteken te Pretoria op hede die 31ste 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/61/310/5.)

Case 18397/93

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 3 March 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 2537, situated in the Township of Jeppestown, Registration Division IR, Transvaal, being 26 and 26A Darling Street, Jeppestown, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising of double 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 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 28th 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/avb/M660.)

Case 9487/93

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Nkata, David John**, First Execution Debtor, and **Sonqishe, Sindiso Eleanor**, 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, Alberton, on 2 March 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, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain Erf 504, situated in the Township of Roodekop, Registration Division IR, Transvaal, being 176 Nederveen Street, Roodekop, measuring 805 (eight hundred and five) square metres.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 28th 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/avb/N172.)

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

In the matter between **Nedcor Bank Limited**, trading as Nedbank, Plaintiff, and **Daniel Christiaan Starbuck**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned matter, a sale in execution will be held at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, on Saturday, 26 February 1994 at 09:00, of the Defendant's undermentioned property with a reserve price and on the conditions to be read out by the auctioneer namely the Sheriff, Kempton Park, prior to the sale and which conditions can be inspected at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 528, Estherpark Extension 1 Township, Registration Division IR, Transvaal, measuring 1 000 (one thousand) square metres, known as 9 Gazania Street, Esterpark Extension 1, Kempton Park, held under Deed of Transfer T33386/93.

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

Improvements are not warranted to be correct and are not guaranteed.

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

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

A. S. Schempers, for Weavind & Weavind Inc., Attorney for Plaintiff, Third Floor, Nedbank Building, 200 Andries Street, Pretoria.

Saak 15077/93

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

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede**, Eiser, en **Magalies Investment (Pty) Ltd**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 14 September 1993, sal die ondervermelde eiendom op 2 Maart 1994 om 10:00, deur die Balju, Krugersdorp, te Ockersestraat 22B, Krugersdorp, aan die hoogste bieder geregtelik verkoop word:

Gedeelte 10, van die plaas Blaauwbank 505, Registrasieafdeling JQ, Transvaal, groot 1,8130 hektaar, gehou kragtens Akte van Transport T50992/1983, bekend as Rustenburgweg 10, Magaliesburg, distrik Krugersdorp.

Verbeterings (geen waarborg word in hierdie verband gegee nie): Daar is twee geboue bestaande uit winkels, ablusieblok en geplaveide parkeerarea op die eiendom geleë. Die verhuurbare vloeroppervlakte van die twee geboue beloop ongeveer 1 772 vierkante meter en is daar tans sewe huurders in die twee geboue.

Sonering: Besigheid 1 (i.e. winkels, kantore en professionele kamers).

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Krugersdorp, Ockersestraat 22B, Krugersdorp, 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 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 persent) tot 'n prys van R20 000 en daarna 3% (drie persent) tot 'n maksimum geld van R6 000, met 'n minimum van R200 plus BTW.

Geteken te Pretoria hierdie 31ste 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 39540/93

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Limited**, Eiser, en **Goba George Manqinana**, Eerste Verweerder, en **Seitiso Adelyne Manqinana**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie gedateer 17 Junie 1993, sal die volgende eiendom in eksekusie verkoop word by die kantore van die Balju vir Roodepoort, Progresslaan 182, Technikon, Roodepoort, op 11 Maart 1994 om 10:00, aan die hoogste bieder, naamlik:

Erf 7716, Dobsonville-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 507 (vyfhonderd en sewe) vierkante meter, gehou kragtens Transportakte TL28559/1985, ook bekend as Setskastraat 7716, Dobsonville.

Die volgende inligting word verskaf, alhoewel geen waarborg in verband daarmee gegee kan word nie: *Hoofgebou:* Enkelverdieping met teëldak, kombuis, twee badkamers, vier slaapkamers, sitkamer, eetkamer, familiekamer en gang. *Buitegeboue:* Geen.

Titelakte voorwaarde: Streng vir woningdoeleindes alleenlik.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Roodepoort ondersoek word.

Gedateer te Johannesburg op 27 Januarie 1994.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 27/93B.)

Case 102908/93
PH 238

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **R. J. Nagel**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg, and a warrant of execution dated 19 November 1993, the following property will be sold on 11 March 1994 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, to the highest bidder:

Certain Erf 1560, Albertville Township, Registration Division IQ, Transvaal, measuring 496 square metres, held by Deed of Transfer T8933/1985, known as 53 Von Brandis Street, Albertsville, Johannesburg.

Subject to Mortgage Bond B42221/1990, in favour of First National Bank of Southern Africa Limited for the amount of R105 000 and R21 000 additional amount, and also subject to Mortgage Bond B31958/1993 in favour of First National Bank of Southern Africa Limited for the amount of R15 000 and R3 000 additional amount.

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 and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: Single-storey dwelling-house, brick under tile, lounge, dining-room, three bedrooms, two bathrooms, fitted kitchen, sunporch, separate garage (three cars), novillon/tile flooring, fitted carpets, property walled and laundry.

3. *Terms:* The purchaser shall pay 10% (ten per cent) of the purchase price in cash to the Messenger of the Court immediately after the sale, and the unpaid balance, together with interest thereon as determined in the first bond registered over the property and shall be paid or guaranteed by an approved bank or building society guarantee within 14 (fourteen) days of date of sale.

4. *Conditions:* The full conditions of sale which will be read by the Sheriff of the Court, Johannesburg North, may be inspected at the office of the Messenger of the Court at First Floor, 131 Marshall Street, Johannesburg, as also at the offices of Peter F. Caldwell, North Park Plaza, corner of D F Malan Drive and Milner Street, Northcliff, Johannesburg.

Dated at Johannesburg on this the 21st day of January 1994.

P. F. Caldwell, for Peter F. Caldwell, North Park Plaza, corner of D F Malan Drive and Milner Street, Northcliff. (Tel. 888-1206/7.) (Ref. PC/hc/F248.)

Case 32030/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Schwarz, Jurgen Gotthilf Michael**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 3 March 1994 at 10:00, of the under-mentioned 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 788, situated in the Township of Ridgeway Extension 4, Registration Division IR, Transvaal, being 27 Jeanette Street, Ridgeway Extension 4, Johannesburg, measuring 1 300 (one thousand three 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, three bedrooms, two bathrooms with outbuildings with similar construction comprising garage, two carports and toilet/shower.

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 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 16177, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/S.491/cb.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khoza Zandile Gertrude**, First Defendant, and **Khoza William**, 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, 8 Park Street, Kempton Park, on 3 March 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 16, Umthambeka Township, Registration Division IR, Transvaal, measuring 290 (two hundred and ninety) square metres, situated at Erf 16, Umthambeka Township.

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

Outbuildings: Single garage and two store-rooms.

The property is zoned Residential.

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

Auctioneers 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 this the 10th 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. K19160/PC.)

Case 15160/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mabasa Thomas Hasana**, 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, 8 Park Street, Kempton Park, on 3 March 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 214, Isithame Township, Tembisa, Registration Division IR, Transvaal, measuring 299 (two hundred and ninety-nine) square metres, situated at 214 Isithame Township, Tembisa.

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

Outbuildings: Two store-rooms.

The property is zoned Residential.

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

Auctioneers 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 this the 12th 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. M14802/PC.)

Case 17337/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mothibi Lineo Elizabeth**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 8 Park Street, Kempton Park, on 3 March 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 686, Sedibeng Township, Registration Division IR, Transvaal, measuring 364 (three hundred and sixty-four), square metres, situated at Erf 686, Sedibeng Township, Tembisa.

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 and carports.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 10th 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. M15418/PC.)

Case 19293/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mpitso, Koronelesi**, First Defendant, and
Mpitso, Mokgeti 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 at the office of the Sheriff, 8 Park Street, Kempton Park, on 3 March 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 471, Moriting Township, Tembisa, Registration Division IR, Transvaal, measuring 274 (two hundred and seventy-four) square metres, situated at Erf 471, Moriting Township, Tembisa.

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

Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. Outbuilding: Single garage.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 18th 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. M15535/PC.)

Case 21666/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Rakwena, Kalankane Phillip**, First Defendant, and
Rakwena, Madikgomo Bella, 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, 8 Park Street, Kempton Park, on 3 March 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 379, Tsepo Township, Tembisa, Registration Division IR, Transvaal, measuring 270 (two hundred and seventy) square metres, situated at Erf 379, Tsepo Township, Tembisa.

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

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

The property is zoned Residential.

Terms: 10% (ten per centum) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 6th 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. R15853/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Ratau, Kgoadi James**, First Defendant, and
Ratau, Motsabi Sheila, 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, 8 Park Street, Kempton Park, on 3 March 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of erf 81, Moteong Township, Tembisa, Registration Division IR, Transvaal, measuring 271 (two hundred and seventy-one) square metres, situated at Erf 81, Moteong Township, Tembisa.

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

Dwelling consisting of two bedrooms, dining-room, kitchen, toilet and garage.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 6th 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. R13461/PC.)

Case 13415/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Tentsi Tegedi Moses**, 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, 8 Park Street, Kempton Park, on 3 March 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, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1109, Maokeng Extension Township, Tembisa, Registration Division IR, Transvaal, measuring 382 (three hundred and eighty-two) square metres, situated at Erf 1109, Maokeng Extension Township, Tembisa.

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

Dwelling consisting of three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and garage.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds, of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 6th 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. T14734/PC.)

Case 15592/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Bosomane Makgabo Daniel**, First Defendant, and
Boshomane Refiloe Johannah, 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 3 March 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 830, Protea North Township, Registration Division IQ, Transvaal, measuring 232 (two hundred and thirty-two) square metres, situated at Erf 830, Protea North Township.

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

Dwelling under tiled roof, three bedrooms, two bathrooms, kitchen, lounge and dining-room.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale, up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 24th 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. B15022/PC.)

Case 14744/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Khumalo 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, 131 Marshall Street, Johannesburg, on 3 March 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 700 (now renumbered Erf 27985), Meadowlands Zone 4 Township, Registration Division IQ, Transvaal, measuring 222 (two hundred and twenty-two) square metres, situated at Erf 700 (now renumbered Erf 27985), Meadowlands Zone 4 Township.

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

Dwelling under iron roof, dining-room, kitchen and two bedrooms. Outbuildings: Two store-rooms.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale, up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on the 26th 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. K21202/PC.)

Case 04986/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kota Zakla**, First Defendant, and **Kota Mathoto Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 March 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 1133, Township of Klipspruit, Registration Division IQ, Transvaal, measuring 227 (two hundred and twenty-seven) square metres, situated at Erf 1133, Township of Klipspruit.

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 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 this the 26th 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. K20299/PC.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lee Cecil Charles**, First Defendant, and **Lee Ann**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 March 1994 at 10:00, of the undermentioned property of the Defendant, of the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 3671, Eldoradopark Extension 2 Township, Registration Division IQ, Transvaal, measuring 286 (two hundred and eighty-six) square metres, situated at 20 Kammagas Street, Eldoradopark 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, two bedrooms, kitchen, bathroom, toilet. *Outbuilding*: Single garage.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank or building society 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 this the 28th 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. L17827/PC.)

Case 15836/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Manganyi Phahlela Joel**, 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 3 March 1994, at 10:00, of the under-mentioned 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 126, Protea South, Extension 1 Township, Registration Division IQ, Transvaal, measuring 524 (five hundred and twenty-four) square metres, situated at Erf 126, Protea South Extension 1 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, kitchen, three bedrooms, two bathrooms.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank or building society, 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 this the 26th 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. M23622/PC.)

Case 30838/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Masekoameng Mathabatha Abel**, 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 3 March 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:

Section 53, as shown and more fully described on Sectional Plan SS27/1990, in the building or buildings known as Enfield Court, situated at Flat 701, Enfield Court, 42 Kapteijn Street, Hillbrow, Johannesburg, measuring 50 (fifty) square metres, situated at Flat 701, Enfield Court, 42 Kapteijn Street, Hillbrow, Johannesburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, bathroom, kitchen, lounge, dining-room. Outbuildings: Two garages and a store-room. The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a bank or building society 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 this the 24th 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. M25218/PC.)

Case 7978/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mtshaki Sipho**, First Defendant, **Mtshaki Nomathemba Miriam**, Second Defendant, and **Mtshaki Mandla Petrus**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 March 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 19913 Meadowlands Township, Registration Division IQ, Transvaal, measuring 269 (two hundred and sixty-nine) square metres, situated at 667A Zone 5 Meadowlands Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, lounge, kitchen, two bedrooms, bathroom. Outbuildings: Two single garages and a store-room. The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a bank or building society 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 this the 27th 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. M20497/PC.)

Case 12564/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Nkotsane Lagasa Aubrey**, First Defendant, and **Nkotsane Thembekile Mavis**, 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 3 March 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 8426, Orlando West Extension 2 Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 8426, Orlando West Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms and a bathroom. The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank 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 R200 (two hundred rand).

Signed at Johannesburg on this the 26th 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. N23416/PC.)

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Qumede Sibongile Eunice N.O. Executrix in the estate late Qumede Famude George**, 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 3 March 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 3216 (now renumbered 5608), Naledi Extension 1 Township, Registration Division IQ, Transvaal, measuring 346 (three hundred and forty-six) square metres, situated at Erf 3216 (now renumbered 5608), Naledi Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of dining-room, kitchen, two bedrooms. *Outbuilding*: Two single garages.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows:

5 % (five per centum) on the proceeds of the sale up to a price of R20 00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Signed at Johannesburg on this the 28th 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. Q23267/PC).

Saak 224/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Beperk**, Eiser, en **C. J. Mushwana**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 19 Januarie 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal te Sinodale-sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 15 Maart 1994 om 10:00:

Deel 22, soos getoon en meer volledig beskryf op Deelplan SS376/93, in die skema bekend as Kafelonla, geleë in die dorpsgebied Pretoria in die Plaaslike Owerheid van die Stadsraad van Pretoria, groot 58 (aght-en-veertig) vierkante meter, beter bekend as Kageloniawoonstelle 404, Jacob Maraisstraat 335, Pretoria.

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshof, wet 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: Twee slaapkamerwoningstel met badkamer, sit-/eetkamer en kombuis met onderdak parking.

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 (veertien) dae vanaf die datum van verkoping aan die geregsbode oorhandig moet word.

Voorwaardes:

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

Geteken te Pretoria op hierdie 2de dag van Februarie 1994.

S. E. du Plessis, vir Van der Merwe du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (S. du Plessis/mev. Engels/JR3807).

Case 1402/93

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

In the matter between **NBS Bank Limited** Plaintiff, and **Garry Ian Bonehill**, Defendant

A sale in execution will be held on 11 March 1994 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of Holding 70, situated in Onderstepoort Agricultural Holdings Extension 1, Registration Division JR, Transvaal, measuring 4,2787 hectares, known as Plot 70, Onderstepoort Agricultural Holdings Extension 1, District of Pretoria North.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, corrugated iron roof, lounge, dining-room, kitchen, pantry, four bedrooms, two bathrooms, two w.c's and TV-room. Fenced and borehole.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9461.)

Saak 7390/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS Bank Beperk**, Eiser, en **Mary Ann Venter**, Verweerder

Hiermee word kennis gegee dat nadat 'n lasbrief vir eksekusie, gedateer 10 Desember 1993, uitgereik is deur die bogemelde Agbare Hof, sekere vaste eiendom, naamlik:

Erf 363, geleë in die dorp Bendor, Registrasieafdeling LS, Transvaal, groot 1449 (eenduisend vierhonderd nege-en-veertig) vierkante meter, ook bekend as Bendorrylaan 117, Bendor Park, Pietersburg, verkoop sal word in eksekusie deur die Balju/afslaer te bogemelde eiendom beter bekend as Bendorrylaan 117, Bendor Park, Pietersburg, op 2 Maart 1994, om 10:00.

Die eiendom word verkoop onderhewig aan die verkoopvoorwaardes wat ter insae lê by die Landdroshof, Pietersburg, en die kantoor van die Balju, Hans van Rensburgstraat, Pietersburg, welke voorwaardes onder andere die volgende vervat:

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans 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/afslaer, binne 14 (veertien) dae na datum van die verkoping verstrekket word.

2. Nog die Eiser, nog die Verweerder, nog die Balju/afslaer, verskaf enige waarborg wat betref die eiendom en word die eiendom voetstoots verkoop.

3. Hierdie verkoping is daaraan onderhewig dat die Eksekusieskuldeiser dit bekragtig binne 15 (vyftien) dae vanaf die datum van die verkoping, by versuim waarvan die verkoping sal verval en sal geen regsgevolge hoegenaamd intree nie.

Geteken te Pietersburg op hierdie 31ste dag van Januarie 1994.

P. S. Steyn, vir Du Toit Swanepoel & Steyn, Tweede Verdieping, NBS-Gebou, Marestraat, Pietersburg 0699. (Verw. mnr. Steyn/tv/3242.)

Saak 29768/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Regspersoon van Bosch-'n-Dal**, Eiser, en **W. L. Visser**, Verweerder.

Ingevolge 'n vonnis van die Landdroshof, Pretoria, en 'n lasbrief vir Eksekusie, gedateer 28 Junie 1993, sal die onderstaande eiendom geregteelik verkoop word te kantore van die Balju, Pretoria-Oos, te Strubenstraat 142, Pretoria, op 2 Maart 1994, om 10:00, naamlik:

Deel 3, soos getoon en vollediger beskryf op Deelplan SS131/81 in die skema bekend as Bosch-'n-Dal, ten opsigte van die grond en gebou of geboue geleë te Gedeelte 1 van Erf 421, Lynnwoodridge-uitbreiding 1, plaaslike owerheid Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens genoemde deelplan, 128 (een honderd agt en twintig) vierkante meter groot is; en

'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeleek.

Gehou kragtens sertifikaat van Geregistreerde Deeltitel ST131/81 (3) Unit. Bekend as Bosch-'n-Dal 3, Generaal Louis Botha 138, Lynnwoodrif, Pretoria, onderworpe aan die voorwaardes daarin vermeld.

Woning bestaan uit: Woonstel met drie slaapkamers en dubbelmotorhuis.

Die bovermelde eiendomsbeskrywing word geensins gewaarborg nie.

Voorwaardes van verkoping: Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bouvereniging-waarborg, betaalbaar teen registrasie van transport en binne 14 (veertien) dae na datum van die verkoping gelewer moet word;

Die eiendom word voetstoots verkoop vir die hoogste bod onderhewig aan die bepalinge van artikel 66, van die Landdroshofwet.

Die verkoping geskied volgens verdere verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju, te Pretoria-Oos, Strubenstraat 142, Pretoria, en te die kantoor van die Eiser se prokureurs.

Geteken te Pretoria op hierdie 1ste dag van Februarie 1994.

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

Case 1047/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WATERBERG HELD AT NYLSTROOM

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Senoko Job Seloba**, Execution Debtor, and **Ramasela Johannah Seloba**, Execution Debtor

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

Erf 1068, in the Town of Phagameng, Extension 1, Registration Division KR, Transvaal, in extent 384 (three hundred and eighty-four) square metres. Held by Deed of Transfer T57304/91, will be sold in front of the Court-house, of the above Court, at 10:00, on 18 March 1994, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Two bedrooms, brick dwelling with bathroom, kitchen and lounge.

The material conditions of the sale are:

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

2. The sale is voetstoots and subject to:

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

2.2 the conditions of the title deed, and

2.3 the conditions of sale, 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 this the 28th day of January 1994.

L. F. de Lange, for Meyer, Pratt & Luyt, c/o Abel Mulder & Partners, Ground Floor, Rentmeester Building, 88 Potgieter Street, P.O. Box 245 and 600, Nylstroom, 0510.

Case 5151/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Daniel Mkabile**, First Defendant, and **Roseline Tizana Mkabile**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated the 18th day of June 1993, the property listed hereunder will be sold in execution on Wednesday, 2 March 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 1781, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, known as Erf 1781, 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: Wire boundary fence.

Roof: Tiles.

Rooms: Single storey, lounge, kitchen, three bedrooms, bathroom, toilet and brick walls.

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 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax, 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 cent) per annum on the preference Creditor's claim as contemplated in Rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 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 14th day of January 1994.

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

Case 8236/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Gaelic Mansions (Proprietary) Limited**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, on Thursday, 3 March 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 3771, Johannesburg Township, Registration Division IR, Transvaal, situated at 18 Van der Merwe Street, Hillbrow, area 495 (four hundred and ninety-five) square metres. Improvements (not guaranteed): An 11 storey building comprising 31 flats each with bedroom, bathroom, kitchen and lounge. Additional flat comprising 1½ bedroom, bathroom, kitchen and lounge. Whole complex uner tiled roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of eighter (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 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 26th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR271E/mgh/tf.)

Case 21177/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mogashoa: Christopher**, 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 3 March 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.

All right, title and interest in the leasehold in respect of Erf 7, Leboeng Township, Registration Division IR, Transvaal, situated at Erf 7, Leboeng, Tembisa. area 255 (two hundred and fifty-five) square metres.

Improvements (not guaranteed): Lounge, two bedrooms, full bathroom, separate toilet, kitchen, under tiled roof, enclosed with wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of eighter (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 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 25th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. KP22E/mgh/tf.)

Case 04194/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Olszewski: John Dallas Sydney**, 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, 3 March 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 518, Jeppetown Township, Registration Division IR, Transvaal. *Situation:* 1. 61 Karl Street, Jeppetown; 2. 61A Karl Street, Jeppetown.

Area: 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Two semi-detached dwellings each consisting of two bedrooms, bathroom, kitchen, lounge, under iron roof, enclosed with brick walls.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR047E/mgh/tf.)

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mkhwanazi: Wander Kenneth**, 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, Alberton, at Johriahof, 4 Du Plessis Street, Alberton, on Wednesday, 2 March 1994 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain all the right, title and interest in the leasehold in respect of Site 578, Likole Extension 1 Township, Registration Division IR, Transvaal, situated at Site 2004 (previously known as 578), Likole Extension 1, Katlehong, area 270 (two hundred and seventy) square metres. *Improvements* (not guaranteed): Two bedrooms, kitchen, enclosed with wire fencing, under iron roof.

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

Dated at Johannesburg on this the 26th day of January 1994.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NG355E/mgh/tf.)

Case 11841/93

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

In the matter between **NBS Bank Building**, formerly known as Natal Building Society Limited (Reg. No. 87/01384/06), 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 one 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, 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 centum) and the balance against transfer.

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

Dated at Benoni on this the 2nd day of February 1994.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg; 72 Elston Avenue, Benoni. (Tel. 52-8666.) (Ref. N20002/Mrs Pierce.)

Saak 1676/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STANDERTON GEHOU TE STANDERTON

In die saak tussen **Stannerprop (Edms.) Beperk**, Eiser, en **Jacob Johannes Pienaar**, Verweerder

Ingevolge uitspraak in die Hof van die Landdros te Standerton, en lasbrief vir eksekusie tot geregtelike verkoping gedateer 28 Mei 1993, word die ondergemelde (1) een kwart onderverdeelde aandeel in Erf 269, Standerton, per publieke veiling op 2 Maart 1994 om 10:00, te die Balju, Landdroshof, Caledonstraat 17, Standerton, aan die hoogste bieder geregtelik verkoop naamlik:

(1) een kwart onderverdeelde aandeel in Erf 269, Standerton, Registrasieafdeling IS, Transvaal, groot 3614 (drieduisend seshonder en veertien) vierkante meter gehou kragtens Akte van Transport T1577/1950, verbeterde eiendom.

Die verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Caledonstraat 17, Standerton. Die verkorte voorwaardes van verkoop is die volgende:

1. 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping.
2. Die balans van die koopprijs teen registrasie van transport en gewaarborg staan te word binne 60 dae na datum van verkoping.
3. Besit en okkupasie sal aan die koper verleen word 30 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 25ste dag van Januarie 1994.

Van Heerden Schoeman en Vennote, Prokureurs vir Eiser, Phoenixgebou, Burgerstraat, Posbus 39, Standerton, 2430. [Tel. (01331) 25211.] (Verw. M. Hattingh/NT/INV/IS1336.)

Case 1676/92

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

In the matter between **Stannerprop (Pty) Ltd**, Plaintiff, and **Jacob Johannes Pienaar** Defendant

In terms of a judgment in the Magistrate's Court of Standerton and a warrant of execution dated 28 May 1993, the undermentioned (1) one quarter undivided share in Erf 269, Standerton, will be sold by Public Auction on 2 March 1994 at 10:00 at the Sheriff of the Magistrate's Court, 17 Caledon Street, Standerton, to the highest bidder, namely:

(1) One quarter undivided share in Erf 269, Standerton, Registration Division IS, Transvaal, measure 3614 (three thousand six hundred and fourteen) square metres, held by Virtue of Transport T1577/1950, improved property.

The conditions of sale will lie for inspection at the Sheriff of the Magistrate's Court, at 17 Caledon Street, Standerton. The basic conditions of the sale are shortly the following:

1. 10% (ten per cent) of the purchase price on the date of sale in cash.
2. The balance of the purchase price against registration of transfer and to be guaranteed within 60 days from date of sale.
3. Occupation will be given to the purchaser 30 days after payment of the cash deposito or by payment of the full purchase price, which event might take place first.

Signed at Standerton on the 25th day of January 1994.

Van Heerden Schoeman & Partners, Attorneys for Plaintiff, Phoenix Building, Burgerstreet, Standerton, 2430. [Tel. (01331) 25211.] (Ref. M. Hattingh/NT/COLL/IS1336.)

Saak 9665/93

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk) (Reg. No. 87/01384/06), Eiser, en **Jacob Lodewyk Louw**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof van die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 3 September 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Saterdag 26 Februarie 1994 om 09:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder.

Sekere Erf 20, Glen Marais-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Kempton Park, groot 1 052 (een duisend twee-en-vyftig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee toilette, kombuis, twee badkamers, drie slaapkamers, familie/TV-kamer, eetkamer. Buitegeboue bestaan uit drie motorhuise en swembad.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 25ste dag van Januarie 1994.

N. J. Nel, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nel-gebou, Kemptonweg 20, Kempton Park. (Verw. Mev. Mare/M182/MIL304.)

Saak 7623/93

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

In die saak tussen **NBS Bank Beperk** (voorheen bekend as Natal Bouvereniging Beperk) (Reg. No. 87/01384/06), Eiser en **Kaliopi Gavaletakis**, Eerste Verweerder, en **Ioannis Gavaletakis**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 24 November 1993, word die eiendom hieronder uiteengesit, in eksekusie verkoop op Maandag, 28 Februarie 1994 om 10:00, by die Balju Kantore, Joubertstraat 72, Germiston, aan die hoogste bieder.

Sekere Erf 960, Dowerglen-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik van Germiston, groot 980 (nege honderd en tagtig) vierkante meter.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Germiston. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 25ste dag van Januarie 1994.

N. J. Nel, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nel-gebou, Kemptonweg 20, Kempton Park. (Verw. Mev. Mare/M187/MIG245.)

Case 9439/90

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

In the matter between **ABSA Bank Limited** (Allied Bank Division) (formerly Allied Building Society Limited), Plaintiff, and **Nicholas Macaleni Mnyakeni**, Defendant

In pursuance of a warrant of execution, dated 9 February 1993, the following will be sold by public auction, voetstoots and without reserve to the highest bidder on Wednesday, 2 March 1994 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

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

Erf 5790, Etwatwa, Extension 3 Township, Registration Division IR, Transvaal, measuring 252 (two hundred and fifty-two) square metres, held by the Mortgagor under Deed of Transfer TL15091/1990, situated at 5790 Etwatwa, Extension 3, Daveyton.

Improvements: Single storey under tile, two bedrooms, kitchen, bath and w.c., separate w.c., wire fence.

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

Conditions of sale: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court Office, Benoni.

Dated on this 1st day of February 1994.

M. M. Weiner, First Floor, C.S.J. Centre, 80 Woburn Avenue, Benoni, P.O. Box 661, Benoni. (Tel. 421-6101.)

Case 8497/91

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

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Bayela Jan Zwane**, First Defendant and **Matlakala Maria Zwane**, Second Defendant

On 2 March 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 58, Zuma Township, Registration Division IR, Transvaal, measuring 283 (two hundred and eighty-three) square metres, also known as Erf 58, Zuma, 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 build residence under asbestos roof, comprising three rooms, other than kitchen and bathroom, with outbuildings of a similar construction comprising carport and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff, which was 21,75% (twenty-one comma seven five) per 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.

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.

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 31st day of January 1994.

H. R. Jaskolka, Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MZ0095/CMK.)

Case 7628/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Kokane Simon Zondo**, First Defendant, **Titiza Hendriet Zondo**, Second Defendant, **Albert Mxolisi Zondo**, Third Defendant and **Sibongile Beatrice Zondo**, Fourth Defendant

On 2 March 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 307, Maphanga Township, Registration Division IR, Transvaal, measuring 311 (three hundred and eleven) square metres, also known as Erf 307, Maphanga, Katlehong, Germiston, District of Alberton (hereinafter called the property).

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

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1994 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 R400 (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenants pass 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 31st 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. MX001/CMK.)

Case 8054/89

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

In the matter between **Nedperm Bank Limited**, Plaintiff and **Themba Amos Ngubeni**, Defendant

On 2 March 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 932, Twala Township, Registration Division IR, Transvaal, measuring 271 (two hundred and seventy one) square metres, also known as Erf 932, Twala, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported: (Which are not warranted to be correct and are not guaranteed), detached single storey brick built residence under iron roof comprising three rooms other than kitchen and toilet.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1994 and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

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

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price of R400 (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 of 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 tenants pass 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 31st 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. MN0033/CMK.)

Case 8286/91

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Oupa George Letsoge**, First Defendant, and **Modlehi Mary Letsoge**, Second Defendant

On 2 March 1994 at 10:00 a public auction 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 641, Moseleke Township, Registration Division IR, Transvaal, measuring 411 (four hundred and eleven) square metres, also known as Erf 641, Moseleke, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported: (which are not warranted to be correct and are not guaranteed), detached single storey brick built residence under iron roof comprising five rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising garage.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1994 and the rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

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

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

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

5. Possession and occupation of the property shall, subject to the rights of any existing tenants pass 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 31st 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. ML0112/CMK.)

Case 2714/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Almstrong Zolile Klemashe**, Defendant

On 2 March 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 2285 (formerly Erf 1989), Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, also known as Erf 2285 (formerly Erf 1989), Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising a room other than kitchen and toilet.

The material conditions of sale are:

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

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

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (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 31st 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. MK0047/CMK.)

Case 12588/93

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

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

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Midrand Sheriff's Office, Unit 2, Northview, 45 Richards Drive, Midrand, on 2 March 1994 at 14:30, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Holding 43, Modderfontein Agricultural Holdings, Registration Division IR, Transvaal, in extent 1,6279 hectares held by Virtue of Deed of Transfer T34310/84, also known as 43 Third Avenue, Modderfontein Agricultural Holdings.

The following particulars are furnished *re* the improvements, none of which is guaranteed: A single storey house with iron roof, two bedrooms, two bathrooms, kitchen, lounge, dining-room, study and servants' quarters.

Terms: Deposit 10% (ten per centum) of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within fourteen days from date of the sale.

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

Dated at Johannesburg on this the 1st day of February 1994.

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

Saak 4763/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Bankorp Beperk**, Eiser, en **Theunis Coetzee**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in ondergemelde sake, soos deur Bankorp Beperk, verkry sal verkoping sonder 'n reserwé prys gehou word te Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, op 3 Maart 1994 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Pretoria-Wes, voor die verkoping ter insae sal lê:

Vonnisskuldenaar: Theunis Coetzee.

Eiendom: Gedeelte 5 van Erf 10, geleë in die Booyens-dorpsgebied, Pretoria, Registrasieafdeling JR, Transvaal, beter bekend as Deysselstraat 1220, Booyens, Pretoria, groot 991 (nege nege een) vierkante meter, gehou kragtens Akte van Transport T34150/1988.

Beskrywing: Gepleisterde baksteen woonhuis onder sinkdak met betonvloere, staal vensters en deurrame, gipsplafonne, bestaande uit sit-/eetkamer, kombuis met ingeboude kaste, vier slaapkamers, badkamer, aparte toilet, motorhuis en skerm-mure.

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

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

Geteken te Pretoria op hierdie 1ste dag van Februarie 1994.

Coetzee Prokureurs, 15de Verdieping, SALU-gebou, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/NP/166/91.)

Case 22352/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Liberty Life Association of Africa Limited**, Plaintiff, and **Theunis Gert Venter**, Defendant

Kindly take notice that by virtue of a writ of execution issued out of the above Honourable Court, in the above matter, the Sheriff of Rustenburg, will sell by public auction on Friday, 4 March 1994 at 10:00, at Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, the following immovable property:

Certain Remaining Extent of Erf 1406, Rustenburg Township, Registration Division JQ, Transvaal, situated at 19 Sand Street, Rustenburg, pandhandle erf with the following improvements: Clinker brick house with tiled roof consisting of three bedrooms, main bedroom with en suite bathroom, full bathroom with toilet and shower, lounge and dining-room with tiled floors and rooms and living-room with carpeting, kitchen with wooden cupboards, scullery, servant's room and toilet, double garage, brick braai facilities and concrete walls around entire property, measuring 1 038 (one thousand and thirty-eight) square metres, held by the Defendant under Deed of Transfer T762009/90 dated 20 September 1990. Nothing is guaranteed.

The conditions of sale may be inspected at the office of the Sheriff at Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg.

Dated at Pretoria on this the 1st day of February 1994.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Beperk**, Eiser, en **Marthinus Jacobus Smith**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof, in bogemelde saak op 17 September 1993, en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid, op 2 Maart 1994 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Strubenstraat 142, Pretoria, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word, staan bekend as Elizabethstraat 205, Wierdapark, en word omskryf as Erf 522, geleë in die dorpsgebied van Wierdapark, Registrasieafdeling JR, Transvaal, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T35677/1980.

Die eiendom bestaan na bewering, maar sonder waarborg, uit voorportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, drie slaapkamers, badkamer en aparte toilet. *Vloere*: Matte. *Mure*: Baksteen. *Plafon*: Soliede pleister. *Dak*: Teëldak. Garage met buitetoilet.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Suid.

Geteken te Pretoria op hierdie 2de dag van Februarie 1994.

Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. mev. De Villiers/T836.)

Case 33254/92
PH 95

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

In the matter between **Standard Bank of South Africa Limited**, Execution Creditor, and **Pillay, S.**, trading as Sunco Projects Group, Execution Debtor

In execution of a judgment of the Supreme Court (Witwatersrand Local Division), on 14 July 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on Friday, 18 March 1994 at 10:00, in front of the Magistrate's Court, President Steyn Street, Westonaria, to the highest bidder, on the conditions to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Westonaria, prior to the sale:

Certain Erf 243, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, measuring 568 (five hundred and sixty-eight) square metres. The property is situated at 243 Starling Street, Lenasia South Extension 1 and is zoned Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A dwelling under tiles consisting of three bedrooms, dining-room, lounge, kitchen, bathroom, separate shower and garage.

The purchase price as to 10% (ten per centum) shall be payable in cash on the day of the sale and as to the balance, together with interest thereon, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days of 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 R15 000 (fifteen thousand rand) and thereafter 2,5% (two and a half per centum) up to a maximum of R5 000 (five thousand rand) and a minimum of R50 (fifty rand).

Dated at Johannesburg on this the 25th day of January 1994.

Dangors Attorneys, Execution Creditor's Attorneys, First Floor, Rassbro Centre, 77 Gemsbok Street, Lenasia, Johannesburg, Box 127, Lenasia, 1820. (Tel. 854-1326.) (Ref. 8235/51412-13/P10/A/FNlsb.)

Case 24364/91
PH 128

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

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Sondlani, Ninda Hilda**, Identity Number 3934336, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 3 March 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, Johannesburg, prior to the sale:

The right of leasehold in respect of Lot 3014, Protea North Village/Township, measuring 150 square metres.

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

Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom and toilet, 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 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 21st 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 173785.)

Case 18012/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **David Lieberman Architechts & Design Consultants (Pty) Ltd**, Execution Creditor, and **Coetzee, Dirk**, Execution Debtor

In pursuance of a judgment in the Supreme Court of South Africa and a writ of execution dated 15 December 1993, the property listed hereunder will be sold in execution on 25 February 1994 at 10:00, at the sale rooms of the Sheriff of the Supreme Court, Roodepoort, 182 Progress Road, Technikon:

Erf 124, Manufacta Township, Registration Division IQ, Transvaal, measuring 5 042 (five thousand and forty-two) square metres. The following improvements are reported on the property but nothing is guaranteed:

Five factories consisting of two offices, reception and ablutions per factory unit, steel windows, roof and plaster walls.

Conditions of sale: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof against transfer which shall be secured by a bank or building society guarantee within 30 (thirty) days of the date of sale.

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, 182 Progress Road, Technikon, Roodepoort, and at the office of the Execution Creditor's attorney.

Barry Aaron, 23 Wellington Road, Parktown. (Tel. 643-4824.) (Ref. Mr Aaron/AR/D00040.)

**Case 29611/93
PH 124**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Rita Gasser**, Defendant

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 3 March 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the Offices of the Sheriff prior to the sale:

1. Erf 1452, Albertville Township, Registration Division IQ, Transvaal, being 11 End Street, Albertsville, measuring 248 square metres.

2. Erf 1483, Albertville Township, Registration Division IQ, Transvaal, being 11 End Street, Albertsville, measuring 248 square metres.

Improvements described hereunder are not guaranteed:

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

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 18th day of January 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id/U.510.)

**Case 122849/92
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 **Sias E. W.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 12 February 1993, the property listed hereunder will be sold in execution on Friday, 11 March 1994 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 724, Crosby, measuring 546 square metres, situate at 71 Lismore Avenue, Crosby, Johannesburg, held by Deed of Transfer T2917/1992, consisting of a three bedroomed dwelling, under corrugated roof, garage, servant's quarters, bathroom, lounge, dining-room and kitchen, but nothing is guaranteed, and take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg, and contain *inter alia* the following provisions:

1. Ten per centum (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 or 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 centum) 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 20th day of January 1994.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg, P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/R0811-8743.)

Case 132878/92
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 **Johnson Glynis Velma**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 12 February 1993, the property listed hereunder will be sold in execution on Friday, 11 March 1994 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Remaining extent of Erf 357, Riverlea, measuring 236 square metres, situate at 14 Ganges Sreet, Riverlea, Johannesburg, held by Deed of Transfer T4008/1988, consisting of a two bedroomed dwelling under asbestos roof, bathroom, kitchen, lounge, family room and carport with precast walls, but nothing is guaranteed, and take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, T.F.C. House, 32 Von Brandis Street, Johannesburg, and contain *inter alia* the following provisions:

1. Ten per centum (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 or 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 centum) 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 20th day of January 1994.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg, P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/R0712-9626.)

Case 2681/92
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 **Lourens D. F. P.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 17 June 1992, 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:

Erf 1599, Albertville, measuring 496 square metres, situate at 27 Short Street, Albertville, Johannesburg, held by Deed of Transfer T9826/1983, consisting of three bedroomed dwelling, under corrugated roof, bathroom, kitchen, lounge and carport, but nothing is guaranteed, and take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg North, 131 Marshall Street, Johannesburg, and contain *inter alia* the following provisions:

1. Ten per centum (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 or 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 centum) 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 17th day of December 1993.

C. L. de Ceglie, for Moodie & Robertson, Fifth Floor, African Life Centre, 111 Commissioner Street, Johannesburg, P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/R0712-1014.)

Case 20995/91
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **De Klerk, Albertus Jacobus**, Id. No. 3411115023000, First Defendant, and **De Klerk, Martha Wilhelmina**, Id. No. 3508240013002, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 3 March 1994 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Erf 268, Oakdene Extension 1 Township, Registration Division IR, Transvaal, being 8 Cathcart Drive, Oakdene, Johannesburg, measuring 987 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms and toilet, study, kitchen, laundry, double garage and s/q.

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 R100,00.

Dated at Johannesburg on the 21st 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 135921.)

Case 17033/92
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Guthrie, Leslie Mark**, Id. No. 3205305078000, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 3 March 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, Johannesburg, prior to the sale:

Erf 2405, Houghton Estate Township, Registration Division IR, Transvaal, being 9 St David Road, Houghton Estate, measuring 1 994 square metres.

Use zone: Residential 1.

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

Dwelling-house consisting of entrance hall, lounge, dining-room, five bedrooms, bathroom and separate toilet, kitchen, scullery/ laundry and garages.

Outbuildings: Four rooms and two bathrooms.

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 R100,00.

Dated at Johannesburg on the 21st 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 327158.)

Case 6947/90
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Mthembu, Thamsanqa Andrew Antony**, Id. No. 1-4897253-7, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 3 March 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, Johannesburg, prior to the sale:

The right of leasehold in respect of Site 553, Diepkloof Extension Village/Township, measuring 639 square metres.

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

Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom and toilet, shower, toilet, 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 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 R100,00.

Dated at Johannesburg on the 21st 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 068718.)

Case 27222/93

PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Thomas, Gavin Rocky Joseph**, Id. No. 6312155108080, First Defendant, and **Thomas, Olga**, Id. No. 6406050001083, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 3 March 1994 at 10:00 of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Unit consisting of section 3 in the building/s known as Santa Monica as shown on Sectional Plan SS62/85, together with an undivided share in the common property, being 10 Santa Monica, 56 Webb Street, Yeoville, Johannesburg, area of the said section 98 square metres.

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

Unit consisting of lounge, dining-room, bedroom, bathroom and separate toilet and kitchen.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 the 21st 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 495638.)

Case 29618/93

PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Bruce Clive Byrne**, Defendant

A sale without reserve will be held at the Sheriff's Office, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, on Tuesday, 8 March 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Erf 1211, Randparkrif Extension 13 Township, Registration Division IQ, Transvaal, being 18 Kayburn Avenue, Randpark Ridge Extension 13, measuring 1 490 square metres.

Improvements described hereunder are not guaranteed.

Main building: Lounge, dining-room, bar, three bedrooms, kitchen, two bathrooms and separate w.c.

Outbuildings: Garage, servant's room and shower/w.c.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 19th day of January 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740) (Ref. K. J. Braatvedt/Id/U.517.)

Case 95068/91

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 **Van Villing, T. I.**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 30 June 1992, the property listed hereunder will be sold in execution on Friday, 25 March 1994 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, namely:

Erf 5931, Eldoradopark Extension 7, measuring 550 square metres, situated at 46 Alabama Avenue, Eldoradopark Extension 7, Johannesburg, held by Deed of Transfer 46667/1989, consisting of a three-bedroomed dwelling under tiled roof, kitchen, lounge, bathroom, toilet, carport and dining-room, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, and contain *inter alia* the following provisions:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 21 (twenty-one) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per centum) on the proceeds of sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

Dated at Johannesburg on the 14th 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/R1709-8134.)

Case 21087/93

PH124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Carl Stephanus Ludick**, First Defendant, and **Magrieta Magdalena Hendrina Ludick**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, 100 Flour House, Grayston Drive, Sandown, Sandton, on Friday, 4 March 1994 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Erf 211, Kyalami Estate Township, Registration Division JR, Transvaal, being Erf 211, Gosforth Crescent, Kyalami, measuring 1 000 square metres.

Improvements described hereunder are not guaranteed.

Main building: Vacant land.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 27th day of January 1994.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id/U.431.)

Case 73099/92

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

In the matter between **City Council of Johannesburg**, Plaintiff, and **Emmanuel Sassen (Proprietary) Limited** [formerly known as Electrical Speculation (Proprietary) Limited], Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg, and writ of execution dated 6 August 1993, the property listed hereunder will be sold in execution on Friday, 4 March 1994 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg:

Certain: Erf 254, in the Township of Lorentzville, Registration Division IR, Transvaal, the property is situate at 46 Kimberley Road, Lorentzville, measuring 447 (four hundred and forty-seven) square metres, held by the Defendants, under Deed of Transfer F8751/69,

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

Property enclosed by side and back walls, with security fence and gate in front. Three quarter stand is vacant. On remaining quarter a small building with corrugated roof used as a workshop, and a further steel structure with corrugated roof housing toilets.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 16% (sixteen per cent) payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

J. Tommei, for Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. J. Tommei.)

Case 21590/93

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

In the matter between **Nedcor Bank Limited** (formerly Nedperm Bank Limited), Plaintiff, and **Maitirele James Maile**, First Defendant, and **Sina Ntlaparo Maile**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria North West, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 3 March 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Pretoria North West, 202 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 1791, Saulsville Township, Registration Division JR, Transvaal, measuring 300 (three hundred) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL14378/90.

This property is situated at 27 Ramano Street, Saulsville, Pretoria, Transvaal.

The property is improved as follows: Lounge, two bedrooms, kitchen, one and a half bathroom. Single storey dwelling-house.

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

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

Dated at Pretoria on this the 4th day of February 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/LM.)

Case 12648/93

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

In the matter between **Eskom Finance Company (Pty) Ltd**, Plaintiff, and **Malesela Klaas Mohale**, First Defendant, and **Nyakalo Belina Mohale**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria North West at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 3 March 1994 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Pretoria North West, at 202 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 6819, in the Township of Atteridgeville, Registration Division JR, Transvaal, measuring 320 (three hundred and twenty) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL62165/1988.

This property is situated at Stand 6819, Atteridgeville, Pretoria, Transvaal.

The property is improved as follows: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. One storey dwelling-house.

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

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 4th day of February 1994.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/lm.)

Saak 16821/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Transvaalse Provinsiale Afdeling)In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eiser, en **Isaac Daniel Jansen van Vuuren**,
Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 14 Desember 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op Woensdag, 2 Maart 1994 om 10:00:

Erf 988, geleë in die dorpsgebied The Reeds-uitbreiding 10, Registrasieafdeling JR, Transvaal, groot 1 040 vierkante meter, gehou kragtens Akte van Transport T15226/93, die eiendom is ook bekend as Kolgansstraat 23, The Reeds-uitbreiding 10, Verwoerdburg.

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n teëldak bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, enkel motorhuis, afdak en bediendetoilet.

Verkoopvoorwaardes: Die Verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria-Suid, Margarethstraat 30, Riverdale, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 1ste dag van Februarie 1994.

D. H. Botha, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. mev. Pieterse/F7885/mw.)

Saak 18602/93

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

In die saak tussen **NBS Bank Beperk**, voorheen bekend as Natal Bouvereniging Beperk (Reg. No. 87/01384/06), Eiser, en **George Cichel Scheepers**, Eerste Verweerder, en **Wilhelmina Jacoba J. Scheepers**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros Kempton Park, en 'n lasbrief vir eksekusie gedateer 12 November 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Saterdag, 26 Februarie 1994 om 09:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 1022, Bonearo Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 991 (negehoenderd een-en-negentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, omhein met mure bestaande uit: *Buitegeboue bestaan:* Sitkamer, drie toilette, familie/TV-kamer, kroeg, twee badkamers, drie slaapkamers, kombuis, volledige woonstel, eetkamer, twee motorhuise en studeerkamer.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) van die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouverenigingslening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 2de dag van Februarie 1994.

N. J. Nel, vir Nel & Oosthuizen, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. mev. Mare/M208/MIS731.)

Saak 13141/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Dumile Joseph Ngwenya**, Eerste Eksekusieskuldenaar, en **Lydia Nonkululeko Ngwenya**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 30 November 1993 en 'n lasbrief vir eksekusie gedateer 10 Desember 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroshofkantoor, Harpurlaan, Benoni, op Woensdag, 16 Maart 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 6094, Etwatwa-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 252 (tweehonderd twee-en-vyftig) vierkante meter, geleë te Erf 6094, Etwatwa-uitbreiding 3-dorpsgebied.

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

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Princeslaan 84, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste 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 2de dag van Februarie 1994.

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

Saak 12350/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

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

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 12 November 1993 en 'n lasbrief vir eksekusie gedateer 19 November 1993, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju voor die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 18 Maart 1994 om 11:00:

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

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

Vernaamste voorwaardes van verkoping:

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

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste 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 2de dag van Februarie 1994.

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

Saak 7278/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Moses Mzwandile Nkosi**, Eerste Eksekusieskuldenaar, en **Elizabeth Nkosi**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 17 Desember 1993 en 'n lasbrief vir eksekusie gedateer 3 Januarie 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju voor die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 18 Maart 1994 om 11:00:

Die reg, titel en belang in huurpag van Erf 21345, Tsakane-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 260 (tweehonderd-en-sestig) vierkante meter, geleë te Erf 21345, Tsakane-uitbreiding 11-dorpsgebied.

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

Vernaamste voorwaardes van verkoping:

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

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste 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 2de dag van Februarie 1994.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Saambou Bank Beperk**, Eksekusieskuldeiser, en **Themba Maqojana**, Eerste Eksekusieskuldenaar, en **Mapule Christina Maqojana**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 17 Desember 1993, en 'n lasbrief vir eksekusie gedateer 3 Januarie 1994, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju voor die kantoor van die Balju, te Prince Georgelaan 439, Brakpan, op Vrydag, 18 Maart 1994 om 11:00:

Die reg, titel en belang in Huurpag van Erf 7424, Tsakane-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 260 (tweehonderd en sestig) vierkante meter, geleë te Erf 7424, Tsakane-dorpsgebied.

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

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Prince Georgelaan 439, Brakpan.
2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalinge van artikel 66 (2) van die Landdroshowe, Wet No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.
3. Koopprijs is soos volg betaalbaar:
 - 3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.
 - 3.2. Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni op hierdie 2de dag van Februarie 1994.

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

Case 8784/93

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

In the matter between **The Standard Bank of S A Ltd**, Plaintiff, and **Michael Haigh**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale held at 142 Struben Street, Pretoria, on Wednesday, 2 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Holding 137, Laezonia Agricultural Holdings, Registration Division JR, Transvaal, also known as 137 Koedoe Street, Leazonia Agricultural Holdings, in extent 2,5696 (two comma five six nine six) hectares, held under Deed of Transfer T5393/1990, subject to the conditions therein and especially the reservation of mineral rights.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling with thatched roof consisting of lounge, dining-room, study, kitchen, laundry, three bedrooms, bathroom/w.c./shower, servant's room with w.c., two stables, swimming-pool and two boreholes.

Ten per centum (10%) of the purchase price and 5% (five per centum) auctioneer's charges on the first R20 000 (twenty thousand rand) and 3% (three per centum) 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 on this the 31st day of January 1994.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S711/93.)

Case 28640/92

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Wratten Lester Richard**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 4 March 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Erf 1151, situated in the Township of Blairgowrie, Registration Division IQ, Transvaal, being 8 Francis Road, Blairgowrie, Sandton, measuring 1 075 (one thousand and seventy-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two carports, servant's room, toilet and store-room. *Flat:* Bedroom, lounge, dining-room 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, 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 1st day of February 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/cb/W.96.)

Case 13458/93
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Stephanus Cornelius Lottering**,
First Defendant, and **Helene Lottering**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by Sheriff for the Supreme Court, Oberholzer, in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 4 March 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, Oberholzer, First Floor, Montalto Building, Palladium Street, Carletonville:

Erf 1086, Oberholzer Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 041 m², held by the Defendants under Deed of Transfer T52812/1987, being 3 Ida Street, Oberholzer Extension 2.

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., kitchen, garage and w.c.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or 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 17th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. FCLS/WR/Mr Brewer/djl.) (Account No. Z72707.)

Case 23381/93
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 **Morgenrood, Christiaan Benjamin**, 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 sale-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 2478, Witpoortjie Extension 11 Township, Registration Division IQ, Transvaal, measuring 832 m², held by the Defendant under Deed of Transfer T33554/1992, being 86 Reyger Street, Witpoortjie, 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, two bathroom/w.c., kitchen, garage, servant's room 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 Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z75406/FCLS/WR/Mr Brewer/djl.) (Account No. Z75406.)

Case 29790/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Mahlangu, Ntate Zacharia**, First Defendant, and **Mahlangu, Mamokhele Miriam**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff for the Supreme Court, Vanderbijlpark, at the Main Entrance Hall Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 25 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, Vanderbijlpark at the Main Entrance Hall Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 1371, Sebokeng, Unit 6 Extension 2 Township, Registration Division IQ, Transvaal, measuring 300 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL48979/1991, being 1371 Zone 6 Extension 2, Sebokeng.

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

The dwelling consists of three bedrooms, bathroom, lounge 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) (Ref. Z58865/FCLS/WR/Mr Brewer/djl.) (Account No. Z58865.)

Case 225/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Kelebogile Lucas Mei**, Id. No. 6212235741084, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff for the Supreme Court, Klerksdorp at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 2 March 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, 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Stand 4929, Kanana Extension 3 Township, Registration Division IP, Transvaal, measuring 300 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL22011/1992, being 4929 Kanana Extension 3, Orkney.

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

The dwelling consists of lounge, kitchen, three bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 17th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z61075/FCLS/WR/Mr Brewer/djl.) (Account No. Z61075.)

Case 14567/93
PH 267IN 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 that United Building Society Limited, Plaintiff, and **Ronald Carelse**, Id. No. 6011215125015, First Defendant, and **Seth Carelse**, Id. No. 63041902770120, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by Sheriff for the Supreme Court, Klerksdorp, at 32 Rustervaal Street, Alabama Extension 2, Klerksdorp, on Wednesday, 2 March 1994 at 12:00, 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, 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 1373, Alabama Extension 2 Township, Registration Division IP, Transvaal, measuring 405 m², held by the Defendants under Deed of Transfer T67039/1990, being 32 Rustervaal Street, Alabama Extension 2, Klerksdorp.

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 17th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251) (Ref. Z73565/FCLS/WR/Mr Brewer/djl.) (Account No. Z73565.)

Case 51078/91
PH 297IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG
In the matter between **First National Bank of S.A. Ltd**, Judgment Creditor, and **Frank & Masbtheo Alina Seleka**,
Judgment Debtor

In execution of a judgment granted by the above Honourable Court, on 3 August 1992, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Boksburg at Sheriff's Office, 182 Leeupoort Road, Boksburg, on 18 March 1994 at 11:15, of the undermentioned property of the Execution Debtor, on conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the above-mentioned Sheriff of the Court, prior to the sale:

Certain Erf 8569, in the Township of Vosloorus Extension 13 Township, registration Division IR, Transvaal, measuring 404 square metres, also known as 608 Delbree House, corner of Delivers and Bree Streets, Johannesburg.

The property is reported to be residential single storey, lounge, kitchen, three bedrooms, bathroom and w.c., but nothing is guaranteed.

Terms: 10% (ten per centum) of the purchase price and 3% (three per centum) auctioneer's charges (minimum R10) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within 14 (fourteen) days from the date of sale. The purchaser shall be liable to pay interest at the rate of 10% (ten per centum) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely, First National Bank of SA Limited, in whose favour bonds are registered over the property.

Signed at Johannesburg on the 13th day of January 1994.

Moss, Marsh & Georgiev, Attorneys for Judgment Creditor, Ground Floor, Marshall Place, 55 Marshall Street, Johannesburg; P.O. Box 61795, Marshalltown, 2107. [Tel. (011) 836-5892/9.]

Case 21460/93
PH 152IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited**, formerly known as Nedperm Bank Limited, Plaintiff, and **Dealertech (Pty) Limited**, First Defendant, **Bernstein, Allan Grant**, Second Defendant, **Forsyth, Grant Michael**, Third Defendant, **Louw, Johan**, Fourth Defendant and **1 Algernon Road Norwood CC**, Fifth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale with a reserve price to be stated at the auction will be held by the Sheriff of the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on 3 March 1994 at 11:00 of the undermentioned property of the Fifth Defendant on the conditions to be read out by the auctioneer prior to the sale:

Description: The dwelling consists of a single-storey detached house situated at 1 Algernon Road, Norwood, in good condition with swimming-pool, fully fitted alarm system, security gates, intercom to front gate, bricked driveway, fully enclosed brick walls and established garden.

Certain Erf Portion 9, of Erf 163, Norwood, Registration Division IR, Transvaal, in extent 496 square metres, situated at 1 Algernon Road, Norwood, Johannesburg.

The property is situated in an area zoned Residential.

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

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

Signed at Johannesburg on the 18th day of January 1994.

K. Warren, for Silver & Warren, Plaintiff's Attorneys, Ground Floor, 12 Baker Street, Rosebank, Johannesburg. (Tel. 880-1174.) (Ref. Mr Hinds/MH/N16.)

Case 854/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Chimane John Kgaje**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Oberholzer and writ of execution dated 15 March 1993, the following property will be sold in execution on 18 March 1994 at 10:00, at the Magistrate's Court, Van Zyl Smit Street, Oberholzer, to the highest bidder, viz:

The Defendant's right, title and interest in and to his/her/their right of leasehold in respect of Erf 810, Khutsong Township, Registration Division IQ, Transvaal, in extent 260 (two hundred and sixty) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL46593/90, known as Erf 810, Khutsong, Oberholzer, upon which is erected a single detached dwelling 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 a bank-guaranteed cheque for the said amount in favour of the Sheriff for the Oberholzer Magistrate's Court) at the time of the sale and the balance against registration of the transfer to be secured by an approved bank or building society guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for the Oberholzer Magistrate's Court, Montalto Building, First Floor, 4 Palladium Street, Carletonville, and at the office of the Plaintiff's Attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond, c/o Laage, Schoeman & Stadler, Plaintiff's Attorneys, Montalto Building, 4 Palladium Street, P.O. Box 1312, Carletonville.

Case 24169/93 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 **Maile Sweden Edward Batho**, First Defendant, and **Mokoaleli Theodora**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 1 March 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, Randburg at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 19, Meadowhurst Township, Registration Division IR, Transvaal, measuring 1 541 square metres, held by the Defendants under Deed of Transfer T7043/1992, being 2 Royce Road, corner of Royce and Hornbill Roads, Meadowhurst.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., w.c./shower, carport 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 18th 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.: Z75710.)

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 **Cenkler, Dietmar Bernd**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 1 March 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Holding 94, Farmall Agricultural Holdings Extension 1, Registration Division IR, Transvaal, measuring 2,0235 hectares, held by the Defendant under Deed of Transfer T12614/1983, being 94 Corner, First Street and Homestead Farmall Agricultural Holdings Extension 1.

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

The dwelling consists of Four bedrooms, two bathrooms, w.c., kitchen, sauna, workshop, study, entrance-hall, lounge, dining-room, patio, staff room, double garage and outside bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)], on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Erasmus/cvdn.) (Account No. Z75524.)

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Bezuidenhout, Josua Francois**, First Defendant, and **Bezuidenhout, Christina Jacoba**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Vanderbijlpark, at the Main Entrance-hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 25 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, Vanderbijlpark, at the Main Entrance-hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 219, Vanderbijlpark CW5 Township, Registration Division IQ, Transvaal, measuring 632 m² held by the Defendants under Deed of Transfer T14136/1988, being 64 Pupin Street, Vanderbijlpark.

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., kitchen, garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)], on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 4th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74602/FCLS/WR/Mr Brewer/djl.) (Account No. Z74602.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Nketsi, Alphons Tsatsi**, First Defendant, and **Nketsi, Mampe Martha**, 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, Vanderbijlpark, at the Main Entrance-hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 25 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, Vanderbijlpark, at the Main Entrance-hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 1816, Zone 6 Extension 3, Sebokeng Township, Registration Division IQ, Transvaal, measuring 301 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL83000/1989, being 1816 Zone 6 Extension 3, Sebokeng.

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

The dwelling consists of dining-room, family room, three bedrooms, bathroom/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 6th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z66964/FCLS/WR/Mr Brewer/djl.) (Account No. Z66964.)

Case 5404/93

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 **Schutte, Gert Adriaan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 3 March 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:

Remaining extent of Erf 992, Vereeniging, Registration Division IQ, Transvaal, measuring 992 m² held by the Defendant under Deed of Transfer T11741/1992, being 68 Lewis Avenue, 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., kitchen, garage, servant's room, shower/w.c. and tennis court.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)], on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 6th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65445/FCLS/WR/Mr Brewer/djl.) (Account No. Z65445.)

[Or refer to: Sheriff of the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)]

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Jerling Leon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the sales-room of the Sheriff of 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, 182 Progress Avenue, Technikon, Roodepoort:

Erf 1838, Witpoortjie Extension 5 Township, Registration Division IQ, Transvaal, measuring 1 085 m² held by the Defendant under Deed of Transfer T6019/1990, being 13 Koeberg Street, Witpoortjie, Roodepoort.

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., kitchen, store-room and w.c.

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

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

Dated at Johannesburg on this 4th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg.
(Tel. 836-5251.) (Ref. Z75006/FCLS/WR/Mr Brewer/djl.) (Account No. Z75006.)

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 **Mgwayi, Mbulelo Jeremia**, First Defendant, and **Mgwayi, Jessy Xoliswa Margaret**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 3 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Erf 727, Bedworth Park Township, Registration Division IQ, Transvaal, measuring 1 517 m² held by the Defendant under Deed of Transfer T63968/1991, being 129 Cassandra Avenue, Bedworth Park, 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, bathroom/w.c., kitchen, scullery, lounge, double garage, store-room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)], on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 16th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg.
(Tel. 836-5251.) (Ref. Z76376/FCLS/WR/Mr Brewer/djl.) (Account No. Z76376.)

[Or refer to: Sheriff of the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)]

Case 12111/92

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 **Keyser Mark Douglas**, 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 252, Florida North Township, Registration Division IQ, Transvaal, measuring 839 m², held by the Defendant under Deed of Transfer T48081/1992, being 12 Dan Pienaar Street, Florida North.

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, kitchen, bathroom/w.c., garage, two servants' rooms, w.c. and patio.

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

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

Dated at Johannesburg this 7th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z47414/FCLS/WR/Mr Brewer/djl.) (Account: Z47414.)

Case 29719/93

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

In the matter between **ABSA Bank Limited (United Bank Division)** formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Van Eden 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 office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging on Thursday, 3 March 1994 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging.

Erf 243, Arcon Park Township, Registration Division IQ, Transvaal, measuring 991 m², held by the Defendant under Deed of Transfer T10245/93, being 5 Arum Street, Arcon Park, 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, bathroom/w.c., kitchen, garage, servant's room, laundry, shower/w.c., swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 17th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z78269/FCLS/Mr Brewer/lp.)

Case 24010/93

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

In the matter between **ABSA Bank Limited (United Bank Division)** formerly known as United Bank Limited and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Pretorius Gerhardus Petrus Albertus**, First Defendant, and **Pretorius Gerhardus Petrus Albertus**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg at 9 Elna Road, corner of Selkirk Avenue and Blairgowrie Drive, Randburg on Tuesday, 1 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Sandton at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Ferndale, Randburg.

Erf 671, Olivedale Extension 3, Registration Division IR, Transvaal, measuring 950 m², held by the Defendants under Deed of Transfer T58998/92, being 29 Amsterdam Drive, Olivedale Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: Lounge, dining-room, family room, kitchen, three bedrooms, bathroom/w.c., bathroom/w.c./shower, garage, staff room and outside shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 21st day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z75236/Ms Erasmus/cvdm.)

Case 25219/93
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 **Fobbester, Jennifer Audrey**, First Defendant, and **Fobbester, Kevin John**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 1 March 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 452, Bromhof Extension 11 Township, Registration Division IQ, Transvaal, measuring 922 m², held by the Defendants under Deed of Transfer T48988/1990, being 452 Hawken Street, Bromhof Extension 11, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, four bedrooms, bathroom/w.c., bathroom/w.c./shower, kitchen, double garage, servant's room, outside 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 this 18th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Erasmus/cvdm.) (Account No. Z49002.)

Case 16379/93
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 **Keegan, Patrick Eugene**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 1 March 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Section 5, as shown and more fully described on Sectional Plan SS13/1992, in the scheme known as Throb Villas, in respect of the land and building or buildings situated at Township of Randpark Ridge, Local Authority Randburg, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, as well as an exclusive use area described as Parking P5, measuring 38 m², held by the Defendant under Deed of Transfer T21052/92, being 5 Throb Villas, Monker Road, Randpark Ridge, Randpark.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, bedroom, bathroom and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 18th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Erasmus/cvdm.) (Account No. Z69710.)

Case 9538/93
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 **Holton, Garth Warrick**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 1 March 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 618, Witkoppen Extension 6 Township, Registration Division IQ, Transvaal, measuring 822 m², held by the Defendant under Deed of Transfer T49210/91, being Stand 618, 16 Rhinestone Crescent, Witkoppen Extension 6, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, three bedrooms, two bathrooms and double car-port.

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 18th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Erasmus/cvdm.) (Account No. Z44375.)

Case 25809/93
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 **Kentrand Investments CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, on Tuesday, 1 March 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, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Remaining Extent of Erf 591, Ferndale Township, Registration Division IQ, Transvaal, measuring 1 786 (one thousand seven hundred and eighty-six) square metres, held by the Defendant under Deed of Transfer T2043Z/1971, being 391 Kent Avenue, Ferndale.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, family room, study, bar, three bedrooms, two bathrooms/shower/w.c., kitchen, scullery, pantry, double garage, servant's room 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 on this the 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account No.: Z74062.) (Tel. 836-5251.) (Ref. Ms Erasmus/cvdm.)

Case 13904/93
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 **De Witt Ernest Hendrik**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, on Tuesday, 1 March 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, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 285, Fontainebleau Township, Registration Division IQ, Transvaal, measuring 1 784 (one thousand seven hundred and eighty-four) square metres, held by the Defendant under Deed of Transfer T14609/87, being 147 Republic Road, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c./shower, separate w.c., staffroom, large store-room, garage 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 on this the 18th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account No.: Z69323.) (Tel. 836-5251.) (Ref. Ms. Erasmus/cvdm.)

Case 29373/92
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Limited** (United Bank Division), Plaintiff, and **Williams Naaim**, First Defendant, and **Williams Cashifa**, 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 3 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 3 of Erf 379, Mid-Ennerdale Township, Registration Division IQ, Transvaal, measuring 496 (four hundred and ninety-six) square metres, held by the Defendants under Deed of Transfer T20433/85, being 3/379 Third 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, three bedrooms, two bathrooms, w.c., two servants' rooms, bathroom 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z58866/FCLS/Mr Brewer/lp.)

Case 15111/92

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

In the matter between **Khaylethu Home Loans (Pty) Limited**, Plaintiff, and **Ncamula David Ndlela & Melidah Raesetja Ndlela**, Defendants

In execution of a judgment of the Magistrate's Court for the District of Randburg, held at Randburg, dated 8 March 1993, in the above action, a sale, a unit without a reserve price will be held in front of the Court-house, Magistrate's Court, Randburg, on 2 March 1994 at 14:30, of right, title and interest in and to the undermentioned property of the Defendants in 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, Midrand, Unit 2 Northview, 45 Richards Drive, Halfway House:

Description of property: Single storey dwelling-house under cement/iron roof consisting of lounge, kitchen, bathroom and bedroom(s), being Stand 122, Alexandra East Bank, measuring 224 square metres, held by the Defendant under Title Deed T24378/90.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, guarantee to be furnished with 30 (thirty) days from the date of the sale.

Auctioneer's charges: Payable on the day of the sale, to be calculated as to 4% (four per cent) on the proceeds of the sale. Minimum charge R50 (fifty rand).

Dated at Randburg this 28th day of January 1994.

B. S. Fourie, for Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case 27742/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Coetsee, Francois**, First Defendant, and **Coetsee, Kelly Lee**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, of the Supreme Court for Krugersdorp, 22B Ockerse Street, Krugersdorp, at Wednesday, 2 March 1994 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain: Portion 93 (a portion of Portion 3) of the farm Driefontein 179, Registration Division IQ, Transvaal, area 4,3222 hectares, situation Holding 93, Driefontein, Krugersdorp Township, vacant land.

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 are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg this the 25th day of January 1994.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. Le Mottee/FN3105.)

Case 5247/91

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

In the matter between **ABSA Bank Limited (86/04794/06)** (Allied Bank Division), Plaintiff, and **John George Thiar (530610 5105 007)**, married in community of property to Margaret Maria Adeline Thiar (550810 0141 00 8), Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 4 July 1991, and writ of execution dated 11 March 1993, the following property will be sold in execution on Wednesday, 9 March 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 912, Brackendowns Township, Registration Division IR, Transvaal, street address 34 Wattle Street, Brackendowns, Alberton, measuring 1 142 square metres, held by Deed of Transfer T37177/1988, dated 8 September 1988.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, dining-room, kitchen, four bedrooms, two bathrooms.

Outbuildings: Garage and swimming-pool.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale; the balance plus interest at 19,50% (nineteen comma fifty 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 28th day of January 1994.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 970-2359.) (Ref. Miss J. Hayward.)

Case 1764/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Manuel Pereira da Silva**, First Defendant, and **Maria Margarida Goncalves da Silva**, Second Defendant

In pursuance of a judgment in the Court of Westonaria, and writ of execution dated 13 September 1993, the following property will be sold in execution on 4 March 1994 at 10:00, in front of the Magistrate's Court, Westonaria, to the highest bidder:

Erf 1106, Westonaria Township, Registration Division IQ, Transvaal, in extent 1 853 square metres, held by Deed of Transfer T18159/1988, situated at Erf 1106, Westonaria (160 Edwards Avenue, Westonaria).

Improvements: Single-storey dwelling under tiled roof comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room and family room, in regard to which, however, nothing is guaranteed.

Terms:

1. R6 800 or 10% (ten per cent) of the purchase price (whichever shall be the greater) cash at the time of the sale and the balance against registration of transfer to be secured by an approved bank or building society guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc.

2. The property will be sold voetstoots subject to any tenancy.

3. The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the Sheriff's office, Westonaria.

4. The Plaintiff is prepared to grant a bond to an approved purchaser.

Dated at Westonaria this 17th day of January 1994.

S. W. Kruger, for Truter Crous Wiggil & Vos, Attorney for Plaintiff, Truvos Building, 88 Briggs Street, Westonaria. (Ref. Mr Kruger/eb/NP261.)

Case 29373/92
PH 267

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

In the matter between **ABSA Bank Limited** (Allied Bank Division), Plaintiff, and **Williams, Naaim**, First Defendant, and **Williams, Cashifa**, 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 De Klerk, Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 3 March 1994 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 3 of Erf 379, Mid-Ennerdale Township, Registration Division IQ, Transvaal, measuring 496 m², held by the Defendants under Deed of Transfer T20433/85, being 3/379 Third 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, three bedrooms, two bathrooms/w.c., two servants' rooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 27th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z58866/FCLS/Mr Brewer/lp.)

Case 3532/93

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

In the matter between **NBS Bank Limited**, Execution Creditor, and **Jacobus Johannes Botes**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Alberton, on 18 June 1993 and a warrant of execution issued, the following property will be sold in execution to the highest bidder on 9 March 1994 at 10:00, at the Sheriff of the Court's Offices, 4 Johria Court, Du Plessis Street, Florentia, Alberton:

Erf 1808, Mayberry Park Township, Registration Division IR, Transvaal, measuring 966 (nine hundred and sixty-six) square metres (9 Poplar Street, Mayberry Park).

Zoned as Residential 1, existing of normal house and outbuildings.

Improvements (not warranted to be correct).

Terms and conditions:

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

2. *Conditions:* The full conditions of sale may be inspected prior to the day of the sale at the offices of the Sheriff of the Court.

The said conditions will be read out by the Sheriff of the Court immediately prior to the sale.

3. Where the purchaser pay or will pay all amounts necessary to obtain transfer of the property, including transfer costs, transfer duty and/or VAT.

Signed at Alberton on this the 24th day of January 1994.

R. Swanevelder, for S. J. Naude & Klopper, Attorneys for Plaintiff, 42 Van Riebeeck Avenue, P.O. Box 34, Alberton, 1450. (Tel. 907-2730.) (Ref. R. Swanevelder/bvdm.)

Case 98890/93
PH 427

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

In the matter between **Top Lock CC**, trading as J D and M Agencies, Plaintiff, and **Cupid Hardware**, Defendant

Pursuant to a judgment of the above Honourable Court, dated 10 November 1993, and a warrant of execution issued in terms thereof, the goods listed hereunder will be sold to the highest bidder on 2 March 1994 at 10:00, at the offices of the Sheriff of the Court, Fochville at 71 Fifth Avenue, Fochville:

Aquacooler, Stilleto lawnmower and Ohaus Scale.

Terms: Cash only.

Dated at Johannesburg on this the 28th day of January 1994.

Terence A. Egnos, Sixth Floor, Zambesi House, 44 Von Wielligh Street, Johannesburg; P.O. Box 6138, Johannesburg.
(Tel. 331-2307.) (Ref. Mr Brehas/J.150/me.)

Case 22317/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Stephen Kenneth Theron**, 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, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, on 4 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 563, Morningside Extension 40 Township, Registration Division IR, Transvaal.

Area: 1 785 square metres.

Situation: 131 Ballyclare Drive, Morningside Extension 40.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, two garages, swimming-pool, servants' quarters and ablutions with precast walls around the property.

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

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

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7152-010.)

Case 03322/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff, and **Jacqueline Browning**, 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 3 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Portion 2 of Erf 2, Lombardy East Township, Registration Division IR, Transvaal.

Area: 2 024 square metres.

Situation: 84 Shakespeare Road, Lombardy East, Johannesburg.

Improvements (not guaranteed): A house under tiled roof comprising four bedrooms, three bathrooms, kitchen, lounge, dining-room, study, three carports, swimming-pool, servants' quarters and ablutions with precast walls around the property.

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

Dated at Johannesburg on this the 26th day of January 1994.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7152-017.)

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

In the matter between **Nedcor Bank Limited** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Limited, Plaintiff,
and **Jackson Mustapha**, 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 3 March 1994 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 139, Mayfair West Township, Registration Division IQ, Transvaal.

Area: 476 square metres.

Situation: 65 Indra Street, Mayfair West.

Improvements (not guaranteed): A house under iron roof consisting of four bedrooms, one and a half bathrooms, kitchen, lounge, dining-room, garage, servants' quarters and ablutions with brick walls around the property.

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

Dated at Johannesburg on this the 24th day of January 1994.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE7156-288.)

Case 13940/93

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

In the matter between **ABSA Bank Beperk**, handeldrywende as Trustbank, Execution Creditor, and **Geoffrey James Pratt**,
First Execution Debtor, and **Beverley Gail Pratt**, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court, and a warrant of execution dated 26 November 1993, the following property will be sold in execution by Libra Auctioneers CC, on Tuesday, 1 March 1994 at 11:00, and from the premises of the said immovable property, namely:

Portion 83 of Erf 196, Klippoortje Agricultural Lots Township, Registration Division IR, Transvaal, measuring 1 164 (one thousand one hundred sixty-four) square metres, held under Deed of Transfer T9608/1987, and also known as 9 Kwikkie Place, Klippoortje, Germiston.

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 entrance-hall, lounge, dining-room, family room, kitchen, laundry, three bedrooms, bathroom with w.c. and shower with w.c.

Outbuildings: Flat consisting of lounge, kitchen, bedroom, bathroom with w.c. and double garage.

Sundries: Swimming-pool and garden walls.

3. 10% (ten per centum) 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 16% (sixteen per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 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, Germiston, at Du Pisanie Building, 74 Joubert Street, Germiston. [Tel. (011) 873-4142/43.]

Dated at Germiston on this 26th day of January 1994.

P. O. de Lange/L. Steenkamp, for Steenkamp Theart - Du Plessis, Mey, Execution Creditor's Attorneys, Fourth Floor, Trust Bank Centre, corner of Victoria and Odendaal Streets, P.O. Box 593, Germiston, 1400. (Ref. 8219/E. Schoeman.)

Case 12625/93

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

In the matter between **ABSA Bank Limited**, trading as Trustbank, Execution Creditor, and **Jacobus Christoffel Jordaan**,
First Execution Debtor, and **Martha Hermina Jordaan**, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court, and a warrant of execution dated 17 November 1993, the following property will be sold in execution by Libra Auctioneers CC, on Tuesday, 1 March 1994 at 12:30, and from the premises of the said immovable property, namely:

Erf 658, Elsburg Extension 1 Township, Registration Division IR, Transvaal, measuring 1 004 (one thousand and four) square metres, held under Deed of Transfer F1289/1964, and also known as 27 Maritz Street, Elsburg Extension 1.

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 entrance-hall, lounge, dining-room, kitchen, three bedrooms and bathroom with w.c.

Outbuildings: Garage, servant's room and w.c.

Sundries: Walls.

3. 10% (ten per centum) 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 16,55% (sixteen comma five five 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 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, Germiston, at Du Pisanie Building, 74 Joubert Street, Germiston. [Tel. (011) 873-4142/43.]

Dated at Germiston on this 28th day of January 1994.

L. Steenkamp/P. O. de Lange, for Steenkamp Theart - Du Plessis, Mey, Execution Creditor's Attorneys, Fourth Floor, Trust Bank Centre, corner of Victoria and Odendaal Streets, P.O. Box 593, Germiston, 1400. (Ref. 7330/E. Schoeman.)

Case 1415/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HEIDELBERG HELD AT HEIDELBERG**

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mr P. J. Droskie**, First Defendant, and
Mrs D. J. Droskie, Second Defendant

On 4 March 1994 at 09:00, a public auction will be held at the Magistrate's Offices, Begeman Street, Heidelberg, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' right, title and interest in certain Erf 954, Heidelberg Extension 2 Township, also known as 42 Wes Street, Jordaanpark, Heidelberg, measuring 2 361 (two thousand three hundred and sixty-one) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A single-storey residence consisting of three bedrooms, two full bathrooms, kitchen, dining-room, entrance-hall, lounge, family room, study, garage and carport and servant's quarters and ablutions.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof, substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 15,25% (fifteen comma two five percent) per annum, at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (whichever is the greater) together with 4% (four per centum) Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within 14 days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and or such person/s as he requires on transfer of the property to the purchaser.

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

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

Dated at Alberton this the 26th day of January 1994.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr du Plessis/AS/13756/NEDC/D.)

**Case 24692/93
PH 433****IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**

In the matter between **MacSteel (Pty) Limited**, Plaintiff, and **Ungerer: Gregory Steven**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), and a writ in the above-mentioned matter, a sale by public auction will be held at the Magistrate's Court, Dolomite Street, Delmas, on Friday, 25 February 1994 at 10:00, by the Sheriff, Delmas, upon conditions which may be inspected at the office of the said Sheriff and which will be read out by the auctioneer at the time of the sale of the property owned by the Defendant, being:

Certain Erf 233, Eloff Agricultural Holdings Extension 3, Registration Division IR, Transvaal, measuring 2,5703 (two comma five seven zero three) hectares, held by Deed of Transfer T44465/92, subject to such conditions as are mentioned and/or referred to in the aforesaid deed.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house with thatch roof, driveway, four bedrooms, two bathrooms, lounge, dining-room, kitchen, TV-room, indoor swimming-pool, borehole and garage.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 21 (twenty-one) days from date of sale.

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

Dated at Johannesburg this 26th day of January 1994.

Kasimov & Associates, Attorneys for the Plaintiff, Second Floor, 9 Wellington Road, Parktown; P.O. Box 7622, Johannesburg. (Tel. 484-4130.) (Ref. W. Kasimov/M115.)

**Case 23244/92
PH 170**

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

In the matter between **First National Bank of SA Ltd**, Judgment Creditor, and **Joseph Henry Bezuidenhout**, Judgment Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Deputy Sheriff, 131 Marshall Street, Johannesburg, on 3 March 1994 at 10:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Deputy Sheriff, Johannesburg, prior to the sale and to be read out by the auctioneer at the time of the sale.

Certain Erf 546, Mulbarton Extension 2 Township, Registration Division IR, Transvaal, measuring 1 550 (one thousand five hundred and fifty) square metres, held by virtue of Deed of Transfer T23530/1981, and corresponding to the street address 9 Loddon Street, Mulbarton.

The following information is furnished *re* the improvements: Dwelling-house consisting of three bedrooms (without m.e.s.), bathroom (without m.e.s.), separate toilet, lounge, dining-room, kitchen with tiled roof, garage, paved driveway and with brick wall around the house.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of the transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

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

Dated at Johannesburg on this 3rd day of February 1994.

Young-Davis Inc., 1724 Sanlam Centre, 206/214 Jeppe Street, Johannesburg. (Tel. 29-2681.) (Ref. N. Connell/F398.)

Saak 20722/93

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

In die saak tussen **ABSA Bank Bepers**, handeldrywende as Trustbank, Eiser, en **Wynand Johan van der Walt**, 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 ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria-Suid, op 2 Maart 1994 om 10:00, te Strubenstraat 142, Pretoria, verkoop:

Sekere Gedeelte 15, soos aangetoon en volledig beskryf op Deelplan SS229/84, in die gebou bekend as Jimbri Village, Lyttelton, Verwoerdburg, groot 104 vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit 'n portaal, sit-/eetkamer, kombuis, gang, twee slaapkamers, toilet en badkamer. Geen waarborg word in hierdie verband gegee nie.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Pretoria-Suid, Messcorhuis, Margarethastraat 30, Riverdale.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. M. J. Lourens/LK (RAO 137).]

Case 762/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHESTROOM HELD AT FOCHVILLE

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Eric Skati Futshane**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville, and writ of execution dated 16 July 1992, the following property will be sold in execution on 25 February 1994 at 11:00, at the Magistrate's Office, Kerk Street, Fochville, to the highest bidder, viz:

All the Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 3189, Wedela Extension 1, Registration Division IQ, Transvaal, in extent 225 (two hundred and twenty-five) square metres.

For Residential purposes.

Held by the Defendant under Certificate of Registered Grant of Leasehold TL32793/1990, known as Erf 3189, Wedela Extension 1, upon which is erected a detached single-storey dwelling said to consist of three bedrooms, bathroom and kitchen.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Potchefstroom Magisterial District), at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots, subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Potchefstroom Magisterial District, 71 Fifth Street, Fochville, and at the office of the Plaintiff's attorneys.

The Plaintiff is prepared to consider the granting of a bond to an approved purchaser.

Oosthuizen & Roeland, Plaintiff's Attorneys, 51 President Street, Fochville. (Ref. PPO/rs/A6736.)

Case 12028/93

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Mxolisi Birthwell Njeje**, First Defendant, and **Thelma Tembeka Njeje**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and a warrant of execution dated 21 December 1993, the property listed hereunder will be sold in execution on Wednesday, 9 March 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Portion 6 of Erf 1944, Wattville Township, Registration Division IR, Transvaal, measuring 489 (four hundred and eighty-nine) square metres, known as Stand 3208, Wattville, Benoni.

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

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building:* Bricks under tiles detached single-storey residence comprising two bedrooms, bathroom, kitchen and lounge. *Fencing:* Wire.

The material conditions of sale are:

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

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

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

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

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

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

Dated at Benoni on this the 27th day of January 1994.

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

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **United Bank**, 'n afdeling van ABSA Bank, Vonnisskuldeiser, en **H. D. Philander**, Vonnisskuldenaar

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop word op 4 Maart 1994 om 11:00, ten kantore van die Balju, Brakpan, Prince Georgelaan 439, Brakpan:

Erf 555, Geluksdal, Brakpan-dorpsgebied, ligging Rheumanellarylaan 555, Geluksdal, Brakpan, grootte 338 m².

Verbeteringe: Sitkamer, drie slaapkamers, badkamer en kombuis, sonering Residensieel.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die reg van preferente skuldeisers.
2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) plus Baljukommissie op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 7 (sewe) dae na datum van die verkoping.
3. Die koper sal die transportakte asook munisipale belastinge, wat agterstallige en regskeste mag insluit, betaal asook die prokureurs en geregsbodekoste verbonde aan die verkoping.
4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.
5. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Brakpan, vanaf datum van hierdie kennisgewing.

Geyser & De Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. (Tel. 744-4620.) (Verw. mev. Visagie/U628.)

Saak 723/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Mahlodi Brink Hlako**, Eerste Verweerder, en **Kgomotso Martha Hlako**, 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 4 Maart 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

1175 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die Soshanguve-dorpsgebied, gehou kragtens Grondbrief TL2270/89, grootte 300 (driehonderd) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande bakstene en/of sement woonhuis 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, Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. EB0398.)

Saak 184/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Dinah Dorothy Makuwa**, 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 4 Maart 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

940 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die Soshanguve-dorpsgebied, gehou kragtens Grondbrief TL2001/89, grootte 300 (driehonderd) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande bakstene en/of sement woonhuis 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 18de dag van Januarie 1994.

Haupt & Gerneke, Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. EB0300.)

Saak 841/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **Nduli Stoffel Mnisi**, 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 4 Maart 1994 om 11:00, per publieke veiling deur die Balju, Soshanguve, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, verkoop word:

129 Blok GG, Soshanguve, tesame met die verbeteringe of geboue daarop geleë in die Soshanguve-dorpsgebied, gehou kragtens Grondbrief TL196/90, grootte 711 (sewehonderd-en-elf) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande bakstene en/of sement woonhuis 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 18de dag van Januarie 1994.

Haupt & Gerneke, Blok 489, Soshanguve. (Tel. 546-6613.) (Verw. EB0254.)

Case 2286/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve will be held by the Sheriff of Standerton, at the Sheriff's Office, 17 Calidon Street, Standerton, on 2 March 1994 at 10:00, of the undermentioned property of the Second Defendant, on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, prior to the sale:

Certain Erf 70, Stanfield Hill, Standerton, Registration Division IS, Transvaal, known as 26 Langebaan Street, Standerton, Transvaal, measuring 676 (six seven six) square metres, held under and by Virtue of Deed of Transfer T27557/83.

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

Improvements: A shopping complex consisting of a stone building and zinc roof. Three businesses are presently occupying the premises, namely a Pawn Shop, Butchery and Hairdresser.

Reserve price: Without reserve.

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

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

Dated at Pretoria on this the 3rd day of February 1994.

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

Case 81469/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Maria Magdalena Toerien**, Defendant

A sale in execution will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 3 March 1994 at 10:00:

(a) Section 15, as shown on Sectional Plan SS127/1981, in the building Paradise Court, measuring 63 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST127/1981(15)(Unit), dated 10 July 1981, known as Flat 207, Paradise Court, 544 Servaas Street, Pretoria West.

Particulars are not guaranteed.

Flat: One-bedroomed flat with lounge, dining-room, kitchen and bathroom.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-392383/JAA/M. Oliphant.)

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Franciscus Xaverius Jurgens**, First Defendant, and
Madelein Jurgens, Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 2 March 1994 at 10:00:

(a) Unit 1, as shown on Sectional Plan SS82/77 in the building Constantia Hoek, situated at Erf 155, Constantiapark, Local Authority Pretoria, measuring 154 square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Registered Sectional Title ST82/77(1)(Unit), dated 9 September 1977, known as Flat 1, Constantia Hoek, 591 William Nicol Street, Constantiapark.

Particulars are not guaranteed: *Flat*: Entrance-hall, lounge, dining-room, kitchen, three bedrooms and two bathrooms. Double garage.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-392305/JAA/M. Oliphant.)

Case 82183/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Ernest Fredrick Viljoen**, Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 3 March 1994 at 10:00:

Portion 1 of Erf 72, situated in the Township Parktown Estate, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 89 Franken Drive, Parktown, Pretoria.

Particulars are not guaranteed: Dwelling with lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, laundry, carport, toilet and granny flat with lounge, dining-room, kitchen, bathroom and toilet.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-392387/JAA/M. Oliphant.)

Case 40001/90

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Stephanus Johannes Buys**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 2 March 1994 at 10:00:

Erf 993, in the Township of Eldoraigine Extension 2, Registration Division JR, Transvaal, measuring 1 259 square metres, known as 21 Stinkhout Avenue, Eldoraigine Extension 2, Pretoria.

Particulars are not guaranteed: *Dwelling-house*: Entrance-hall, lounge, dining-room, kitchen, three bedrooms and two bathrooms. Double garage, servant's room and toilet.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) (Ref. N1/B-264135/JAA/M. Oliphant.)

Case 3320/92

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Manoko Frans Maseka**, First Defendant, and **Ellen Sekgapudi Mokgethi**, Second Defendant

A sale in execution will be held on Friday, 4 March 1994 at 11:00, by the Sheriff for Soshanguve, Pretoria North, at Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, of:

The Defendant's right, title and interest in the leasehold in respect of Certain Site 1630, Block BB PB 43/1989, Soshanguve, situate in the Area of the Regional Representative, Development-Aid, Soshanguve, in extent 160 square metres, known as 1630 Block BB, Soshanguve.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff for Wonderboom, Pretoria North, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-392343/JAA/M. Oliphant.)

Case 70999/93

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

In the matter between **ABSA Bank Limited** (United Division), Plaintiff, and **Cornelia Elizabeth du Toit**, First Defendant, and **Louis Johannes du Toit** (in his capacity as surety), Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 2 March 1994 at 10:00, of:

Section 2, as shown on Sectional Plan SS 372/89, in the building Rietvlei, situate at Erf 1586, Elarduspark Extension 3 Township, Local Authority of the City Council of Pretoria, measuring 121 square metres; and

An undivided share in the common property in the land and building held under Deed of Transfer ST 89783/92 dated 30 September 1992, known as Flat 2, Rietvlei, 751 Piering Road, Elarduspark Extension 3.

Particulars are not guaranteed.

Three-bedroomed simplex flat (duet) with entrance-hall, lounge, dining-room, kitchen, bath-w.c.-shower, w.c.-shower and two garages.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-371733/JAA/J. S. Herbst.)

Saak 4194/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Kleinsake-Ontwikkelingskoöperasie Beperk**, Eiser, en **Klaas Thinya Mokatse**, Eerste Verweerder, en **Moselwane Johanna Mokatse**, Tweede Verweerder

Ter uitwinning van 'n vonnis van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 24 Maart 1993, sal 'n eksekusieverkoping gehou word sonder reserwe op Vrydag, 4 Maart 1994 om 10:00, voor die Landdroshof, Moffitstraat, Warmbad, aan die hoogste bieder:

Gedeelte 1 van Standplaas 860, in die dorpsgebied Bela-Bela, Registrasieafdeling KR, Transvaal, grootte 292 (twee honderd twee-en-negentig) vierkante meter, gehou kragtens sertifikaat van Geregistreerde Huurpag DL32960/91.

Die volgende verbeterings is aangebring aan die eiendom alhoewel geen waarborg in verband daarmee gegee kan word nie:

(i) 'n Steengebou met 'n sinkdak op die perseel bestaande uit een groot kamer en 'n klein kantoor.

(ii) 'n Verdere aparte klein gebou met twee toilette.

Die voorwaardes van die verkoping sal onmiddellik voor die hou van die verkoping gelees word welke voorwaardes ter insae lê by die kantore van die Balju, Warmbad, Arkadegedebou, Stuterweg, Warmbad.

Gedateer te Pretoria hierdie 3de dag van Februarie 1994.

Gildenhuys Van der Merwe, 15de Verdieping, Sanlam Plaza-Oos, Schoemanstraat 285, Pretoria. (Verw. mnr. De Swardt/lvh/ah.)

Case 738/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Group Five Construction (Proprietary) Limited**, Plaintiff, and **George Allan Ellis**, First Defendant, and **Stephen Wilson**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa, Durban and Coast Local Division, dated 24 February 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 4 March 1994 at 10:00, at the front entrance to the Sheriff's Office, Ground Floor, Fluor House, 100 Graystone Drive, Sandown, to the highest bidder:

Property description: Erf 296, Hurlingham Township, Registration Division IR, Transvaal, measuring 4 925 (four thousand nine hundred and twenty-five) square metres.

Improvements: Six bedrooms, two lounges, kitchen, three bathrooms, dining-room, servants' quarters, tiled roof, brick boundary walls, swimming-pool, tennis court and double garage.

Street address: 35 Balmoral Avenue, Hurlingham.

Town-planning zoning: Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. 10% (ten per centum) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee to the reasonable satisfaction of the Execution Creditor's attorneys and to be furnished within 14 days after the date of sale.

4. If transfer of the property is not registered within one month after the sale, the purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 16,25% (sixteen comma two five per centum) per annum and to any other bondholder at the rate payable in terms of the relevant bond on the respective amounts of the award to the Execution Creditor and any such bondholder in the plan of distribution as from the expiration of one month after the sale to date of transfer.

5. The purchaser shall pay the auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, endowments (if any), arrear and current rates, levies and municipal fees, including water and electricity consumption, sewerage connection fees (if any), taxes and/or Value-Added Tax which are or may become due and payable prior to the registration of transfer including Joint Services Board levies if applicable and all charges necessary to effect transfer, upon request by the attorney for the Execution Creditor.

6. The full conditions of sale may be inspected during office hours at the offices of the Sheriff at 163 Hendrik Verwoerd Drive, 13th Floor, Metro Centre, Randburg, and at the offices of the Execution Creditor's attorneys.

7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this 31st day of January 1994.

C. Brennan, for Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. C. Brennan/cm/08S050027.)

Saak 30561/92

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

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

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 12 Januarie 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 4 Maart 1994 om 11:00, by die kantore van die Balju, Brakpan, te Prince Georgelaan 439, Brakpan, aan die hoogste bieder:

Erf 2690, Brakpan-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Stasieweg 75, Brakpan, groot 495 (vier nege vyf) vierkante meter, sonering industriële perseel, gehou kragtens Akte van Transport T21249/1983.

Geen reserweprys nie.

Die eiendom bestaan uit fabriek, werksoppervlak, ontvangsarea, kantoor, kombuis, twee storte, gepleisterde mure en IBR dak.

Terme en voorwaardes:

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

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

Geteken te Johannesburg op hierdie 21ste 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. A. v. Aswegen/db/A/K6.)

Saak 881/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LYDENBURG GEHOU TE LYDENBURG

In die saak tussen **M/S Romance Foundations (Pty) Ltd**, Eiser, en **T. D. Hajee**, trading as Induna Wholesalers, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Lydenburg, gedateer 14 September 1993 en lasbrief vir eksekusie sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantoor, Voortrekkerstraat, Lydenburg, op Woensdag, 2 Maart 1994 om 15:00, naamlik:

Erf 1404, geleë in die dorpsgebied Lydenburg-uitbreiding 2, Registrasieafdeling JT, Transvaal, groot 796 vierkante meter.

Onderworpe aan die voorwaarde in die Akte vermeld.

Verbeterings: Woonhuis (genoemde verbeterings word nie gewaarborg nie).

Voorwaardes van verkoping: Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van die verkoping gelewer moet word. Die eiendom word voetstoots verkoop vir die hoogste bod onderhewig aan die bepaling van artikel 66 van die Landdroshofwet. Die verkoping geskied in volgens verdere verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju, Voortrekkerstraat 26, Lydenburg, en te kantoor van die Eiser se prokureur.

Geteken te Lydenburg op hierdie 3de dag van Februarie 1994.

D. van Wyk, vir Kuit, Van Wyk & De Villiers, Law Chambers, Kantoorstraat 57, Lydenburg, 1120. [Tel. (01323) 2101/2/3.] (Verw. mnr. Van Wyk/VDEV/ZUB1.)

Saak 22356/93

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

In die saak tussen **Gerhardus Frederick Johannes de Klerk**, Eiser, en **Alain Auguste Guenon**, Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 23 November 1993 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 4 Maart 1994 om 10:00, by die kantoor van die Balju, Sandton, verkooplokaal van die Balju, Grondvloer, Fluor House, 100 Grayston Drive, Sandown, Sandton, aan die hoogste bieder verkoop word:

Sekere eiendom bekend as Erf 113, Sandown-uitbreiding 3, Registrasieafdeling IR, Transvaal, met straatadres bekend as 130 Patricia Road, Sandown, Transvaal, groot 3 996 (drieduisend negehonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Transport T66029/1988.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit die volgende: Sitkamer, familiekamer, eetkamer, studeerkamer, vier badkamers, vier slaapkamers, gang, kombuis, waskamer, opwaskamer, bedien-dekamer, stoorkamer, drie motorhuise, gevestigde tuin, baksteenmuur rondom erf, swembad.

Die wenslike verkoopvoorwaardes is:

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

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

(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 afslaaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Sandton.

Geteken te Pretoria hierdie 1ste dag van Februarie 1994.

G. F. T. Snyman, vir Van der Walt & Hugo, Volksskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/Marie/A18481/93.)

Case 5045/93

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

In the matter between **Saambou Bank Limited**, Plaintiff/Execution Creditor, and **Pieter Willem Henning**, Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 8 September 1993, and a writ of execution dated 17 January 1994 the following will be sold in execution without reserve to the highest bidder on 25 February 1994 at 15:00 at the office of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 298, Petersfield Township, Registration Division IR, Transvaal, measuring 1 509 (one thousand five hundred and nine) square metres, held by the Defendants under Deed of Transfer T33030/1992 dated 14 July 1992.

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

Outbuildings: Garage and servants' room.

Other: None.

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

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

Dated at Springs this 25th day of January 1994.

Kruger & O'Connell, Parklaan 22, Springs. (Ref. Mr O'Connell/HS196.)

Case 4646/91

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

In the matter between **Haroon Ismail Mayet**, Plaintiff, and **Essop Mayet**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 9 February 1993, the property listed hereunder will be sold in execution on Wednesday, 2 March 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 1065, Actonville Extension 3 Township, Registration Division IR, Transvaal, measuring 596 (five hundred and ninety-six) square metres, held by Deed of Transfer T18725/1974 (hereinafter referred to as the property).

No warranty or undertaking or guarantee is given in relation to the nature of the improvements, which are described as follows: Dwelling-house with usual improvements: Brick under tiles comprising of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, w.c., outbuildings consisting of single garage, servant's room, w.c.

The material conditions of sale are:

- The sale will be held by public auction and without reserve and will be voetstoots.
- Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court's Office, 215 Arcadia, 84 Princes Avenue, Benoni.
- The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and Value-Added Tax (if applicable).
- The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 21% (twenty one per centum) per annum on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.
- In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease or other real right ranking after the Judgment Creditor's mortgage bond, otherwise the property is sold free of any such lease or other real right. If the Execution Creditor is the purchaser the property will be sold free of any tenancy.
- 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 18th day of January 1994.

A. R. Pettersen, for I. Kramer, Weseman & Pettersen, First Floor, United Building, 64 Cranbourne Avenue, Benoni. (Ref. Britz/M74.)

Case 2516/93

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

In the matter between **Saambou Bank Limited**, Plaintiff/Execution Creditor, and **Sepeke Lucas Moteke**, Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 17 November 1993, and a writ of execution dated 17 November 1993, the following will be sold in execution without reserve to the highest bidder on 18 February 1994 at 15:00, at the office of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 13199, KwaThema Township, Registration Division IR, Transvaal, measuring 319 (Three hundred and nineteen) square metres, held by the Defendant under Deed of Transfer T4247/1993, dated 27 January 1993.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed: Brick building under tile roof consisting of: Lounge, kitchen, bathroom and toilet. *Outbuildings:* None. *Other:* None.

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

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

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

Kruger & O'Connell, Parklaan 22, Springs. (Ref. Mr O'Connell/HS 124.)

Saak 17/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CHRISTIANA GEHOU TE CHRISTIANA

In die saak tussen **J. D. van Wyngaardt**, Eiser, en **J. P. Victor**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof, en 'n lasbrief vir eksekusie, sal die onroerende eiendom soos hieronder genoem by openbare veiling verkoop word op 25 Februarie 1994 om 10:00, deur die Balju, Christiana, te die Landdroskantoor, Christiana, vir kontant aan die hoogste bieder:

Erf 192, geleë in die dorp Christiana, Registrasieafdeling HO, Transvaal, groot 2 855 (tweeëuisend agthonderd vyf-en-veertig) vierkante meter.

Die woonhuis bestaan uit: Vier slaapkamers, sitkamer, badkamer met toilet, kombuis, stort en toilet, waskamer, dubbel garage, bediendekamer, ingeboude braai, stoep gedeeltelik onder dak.

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Christiana hierdie 31ste dag van Januarie 1994.

Cilliers-Van der Merwe, Voortrekkerstraat 15, Posbus 33, Christiana. (Verw. mnr. Van der Merwe.)

Case 56819/91

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

In the matter between **O K Bazaars (1929)**, trading as The Hyperama, Plaintiff, and **A. S. Wolmarans**, Defendant

A sale will be held on Friday, 25 February 1994 at 11:00, at the office of the Sheriff, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

Erf 215, The Orchards Extension 5, Registration Division JR, Transvaal, measuring 1 019 square metres, situated at 16 Protea Street, The Orchards Extension 5.

Particulars are not guaranteed. Pitched tiled roof, tiled lounge, tiled kitchen, tiled dining-room, three garages, swimming-pool, four carpeted bedrooms, two tiled bathrooms, outside toilet, property surrounded by concrete walls.

Inspect conditions of sale at the Sheriff of the Court, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

Dated at Pretoria on this the 27th day of January 1994.

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/G2397.)

Case 52302/88

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

In the matter between **Collection Services (Pty) Limited**, Plaintiff, and **D. J. van der Merwe**, Defendant

A sale will be held on Thursday, 3 March 1994 at 10:00, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of Erf 1930. Danville Extension 2, Registration Division JR, Pretoria, measuring 595 (five hundred and ninety-five) square metres, situated at 61 Schmidt Street, Danville, Pretoria.

Particulars are not guaranteed: *Description of improvements:* Walls: Plastered and painted. *Roof:* Flat and galvanised zinc. Two bedrooms separate toilet, lounge, kitchen and bathroom. *Outbuildings:* Carport. Property fenced with wire and concrete slabs.

Inspect conditions of sale at the Sheriff of the Court, Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria on this the 31st day of January 1994.

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, Third Floor, Perm Building, 171 Van der Walt Street, Pretoria. [Tel. (012) 323-8633.] (Ref. BMV/A1705.)

Case 4646/91

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

In the matter between **Haroon Ismail Mayet**, Plaintiff, and **Essop Mayet**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 9 February 1993, the property listed hereunder will be sold in execution, on Wednesday, 2 March 1994 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 1065, Actonville Extension 3 Township, Registration Division IR, Transvaal, measuring 596 (five hundred and ninety-six) square metres, held by Deed of Transfer T18725/1974 (hereinafter referred to as the property).

No warranty or undertaking or guarantee is given in relation to the nature of the improvements, which are described as follows: Dwelling-house with usual improvements: Brick under tiles comprising of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, w.c., outbuildings consisting of single garage, servant's room and w.c.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Courts Office, 215 Arcadia, 84 Princes Avenue, Benoni.

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 21% (twenty-one per centum) per annum on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

(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 18th day of January 1994.

A. R. Pettersen, for I. Kramer, Wesemann & Pettersen, First Floor, United Building, 64 Cranbourne Avenue, Benoni. (Ref. Britz/M74.)

Case 5758/92

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

In the matter between **The Town Council of Springs**, Plaintiff, and **M. Shewitz**, Defendant

In pursuance of a judgment of the above Honourable Court and warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 4 March 1994 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 285, Welgedacht Township, Registration Division IR, Transvaal, measuring 1 030 (one thousand and thirty-four) square metres, also known as 63 10th Avenue, corner of Rose Street, Welgedacht, Springs.

Description of property: Vacant stand.

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

Dated at Springs on this the 3rd day of February 1994.

H. F. Delport, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050) (Ref. JD/gsm/S16392.)

Case 18101/93

PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Funnel, Sidney Peter**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suite, a sale without reserve will be held at Ground Floor, Fluor House, 100 Grayston Road, Sandown, on 4 March 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, Sandton, Ground Floor, Fluor House, 100 Grayston Road, Sandown, prior to the sale:

Certain Erf 1180, situated in the Township of Morningside Extension 124, Registration Division IR, Transvaal, being 10 Raalte Road, Morningside Extension 124, Sandton, measuring 2 713 (two thousand seven hundred and thirteen) square metres.

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

A detached single storey brick built residence with tile roof, comprising of two kitchens, two lounges/dining-rooms, family room, study room, scullery, four bedrooms, three bathrooms with outbuildings with similar construction comprising of a flat, bedroom, bathroom and lounge, servant's room, store-room, double garage and swimming-pool.

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

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

Dated at Johannesburg this 1st day of February 1994.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Ref. Ms A. Ribet de Chalaïn/Std. 864.)

Saak 20889/93

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 14 Desember 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 3 Maart 1994 om 10:00, by die Baljokantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag gehou deur die Verweerder in:

Erf 300, dorpsgebied-Ibaxa, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 241 (tweehonderd een-veertig) vierkante meter.

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

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 2de dag van Februarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1252/CDS231.)

Saak 21237/93

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 14 Desember 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 3 Maart 1994 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Reg, titel en belang in huurpag, gehou deur die Verweerder in:

Erf 4425, Tembisa-uitbreiding 10-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 147 (honderd sewe-en-veertig) vierkante meter.

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

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 2de dag van Februarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1254/CDS232.)

Saak 21938/93

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

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

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 10 Januarie 1994, word die eiendom hieronder uiteengesit in eksekusie verkoop op Saterdag, 26 Februarie 1994 om 09:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 452, Rhodesfield-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 991 (negehoenderd een-en-negentig) vierkante meter.

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

Buitegeboue bestaan uit twee motorhuis, oprit en omhein met betonmure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 2de dag van Februarie 1994.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Lawrence/S1261/CDS240.)

IN DIE LANDDROSHOF VIR DIE DISTRIK MACLEAR GEHOU TE MACLEAR

In die saak tussen **Standard Bank van Suid-Afrika Beperk**, Eiser, en **J. F. Hills**, Verweerderes

Kragtens 'n vonnis van die Landdroshof vir die distrik Maclear, gedateer 7 Oktober 1993, sal die ondergemelde eiendomme verkoop word op 23 Februarie 1993 om 10:00, by die Landdroshof, Maclear, aan die hoogste bieder onderworpe aan die reserweprys van nil rand en die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Maclear:

Erf 943, Maclear, in die munisipaliteit en afdeling Maclear, groot 1 737 (eenduisend sewehonderd sewe-en-dertig) vierkante meter.

Erf 944, Maclear, in die munisipaliteit en afdeling Maclear, groot 1 817 (eenduisend agthonderd en sewentien) vierkante meter.

Beide eiendomme gehou kragtens Transportakte T14715/91, ook bekend as Pambilosingel, Maclear.

Hoewel niks gewaarborg word nie word gemeld dat op Erf 944, Maclear die volgende verbeteringe aangebring is:

Halfvoltooide skuur bestaande uit staalstruktuur met sinkdak en halfvoltooide steengebou.

Geteken te Maclear op hede hierdie 27ste dag van Januarie 1994.

Vorster, Van Riebeeckstraat, Maclear, 5480. (Verw. J. E. Steyl/ym.)

Case 13225/92

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 **Hermanus Gerhardus Botha**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 3 November 1992, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 8 March 1994 at 12:00:

Erf 1913, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 496 (four hundred and ninety-six) square metres.

Street address: 46 Krige Street, Kraaifontein.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Dwelling with three bedrooms, lounge, dining-room, kitchen, one and a half bathrooms, single garage and carport.

(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 17,25% (seventeen comma two five per cent), from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 26th day of January 1994.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 12334/92

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 **Jacob Eric Cornelius**, First Execution Debtor, and **Janetta Susanna Swartz**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 7 June 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 4 March 1994 at 09:00:

Erf 3888 Kleinvlei, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 256 (two hundred and fifty-six) square metres.

Street address: 27 Hermes Street, Kleinvlei.

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, lounge, kitchen, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price, on the day of the sale and the balance together with interest thereon at the rate of 17,25% (seventeen comma two five per cent), from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 26th day of January 1994.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 485/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen **ABSA Bank Beperk** (Allied Bank Divisie), Vonnisskuldeiser, en **Daniel Albertus Viljoen**, Vonnisskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Caledon, gedateer 13 April 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die ondervermelde onroerende eiendom voetstoots en sonder voorbehoud geregtelik per openbare veiling gehou op die perseel, aan die hoogste bieder verkoop word op 4 Maart 1994 om 11:00:

Erf 4632, Bettysbaai, in die munisipaliteit Bettysbaai, afdeling Caledon, groot 633 (seshonderd drie-en-dertig) vierkante meter.

Straatadres: Hoek van Disa Singel- en Pillanciaweg, Bettysbaai.

Onderhewig aan die voorwaardes hieronder uiteengesit:

Veilingsvoorwaardes:

(1) Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

(2) Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelbewys. Die hoogste bieder sal die koper wees, onderworpe aan die bepaling van artikel 66 van bogenoemde Wet.

(3) Die volgende gegewens word verskaf, maar is nie gewaarborg nie: Vakante erf.

(4) Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju aan die Landdroshof, Caledon, voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Lilian Langgebou, St George'sstraat, Caledon.

(5) Betaling sal soos volg geskied: 10% (tien persent) van die koopprys, op die veilingsdag en die res met rente daarop teen die koers van 16% (sestien persent) per annum, van die veilingsdatum tot datum van registrasie van oordrag, teen oordrag van die eiendom in die naam van die koper, welke betaling deur 'n goedgekeurde bank- of bouvereniging waarborg gesekureer moet word binne 14 (veertien) dae na die veilingsdatum.

Gedateer te Bellville op 26 Januarie 1994.

Buchanan Boyes Thompson Smithers Ing., Prokureurs vir Vonnisskuldeiser, Tweede Verdieping, Standardbankgebou, Kruskallaan, Bellville.

Case 1863/91

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedperm Bank Limited, versus Enoch Mcoela

In pursuance of a judgment dated 11 March 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, 25 February 1993 at 15:00:

Erf 50366, Ibhayi at Elundini, Administrative District of Port Elizabeth, in extent 395 (three hundred and ninety-five) square metres, situated at 1 Njoli Road, KwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of six rooms, bathroom and four garages.

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 cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, within a minimum of R200 plus VAT] are also payable on date of sale.

Dated the 26th day of January 1994.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 3402/90

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

ABSA Bank Limited (trading as United Bank) *versus* **Frederik Theodore Solomons** and **Susan Solomons**

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, 7 March 1994 at 14:00, to the highest bidder:

Erf 9179, Kraaifontein, in extent 409 (four hundred and nine) square metres, held by T35169/1994, situated at 27 Da Gama Street, Kraaifontein, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, three bedrooms, bathroom/toilet and shower/toilet. Attached garage.

Detached flatlet: Bedroom, kitchen 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. D0U0442/gl.)

Case 45/92

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

ABSA Bank Limited (trading as United Bank) *versus* **Paulus Albertus Peres** and **Martha Magrieta Peres**

The following property will be sold in execution at the site of the property, 4 Eiland Street, Ceres, Cape, on Friday, 11 March 1994 at 10:00, to the highest bidder:

Erf 3988, Ceres, in extent 358 square metres, held by T20388/1990, situated at 4 Eiland Street, Ceres, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and external 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. D2U0040/gl.)

Saak 3834/90

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **Wêreldspektrum (Edms) Bpk**, Eksekusieskuldeiser, en **Mona Ferreira**, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 6 November 1990 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 28 Februarie 1994 om 10:00, te Bonaventurastraat 12, Avondale, Atlantis, 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 390 (gedeelte van Erf 2739), Atlantis, in die voorstad van Atlantis, Registrasieafdeling, Kaap, groot 413 (vierhonderd-en-dertien) vierkante meter, ook bekend as Bonaventurastraat 12, Avondale, Atlantis. Na bewering is die eiendom 'n woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprijs en 4% (vier persent) afslaaersgelde (minimum R10) in kontant op die veiligingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 18,5% (agtien komma vyf persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik ABSA Bank in wie se guns verbande oor die eiendom geregistreer is.

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

Pierre du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritasgebou, Piet Retiefstraat 13, Malmesbury; Posbus 5, Malmesbury, 7300. (Tel. 0224 - 21101.)

Saak 1557/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **IGI Life Assurance Company Ltd**, Eksekusieskuldeiser, en **Irvin Adams**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 3 Maart 1994 om 10:00,, op die perseel:

Erf 848, Blue Downs, in die plaaslike gebied Blue Downs, afdeling Stellenbosch, groot 306 (driehonderd en ses) vierkante meter, gehou kragtens Transportakte T55894/88, ook bekend as Vineyardweg 7, Tuscany Glen, Blue Downs.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende $\frac{1}{10}$ van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 18,5% (agtien komma vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou*: Baksteengebou met teëldak bestaande uit twee slaapkamers, badkamer en toilet, sitkamer en kombuis. *Buitegeboue*: Geen.

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, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 14de dag van Januarie 1994.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case 14913/93

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

ABSA Bank Limited, trading as United Bank *versus* **Clarence Dominic Noble and Mary Josephine Noble**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 7 March 1994 at 09:00, to the highest bidder:

Erf 8620, Kuils River, in extent 442 (four hundred and forty-two) square metres, held by T54576/1990, situated at 72 Highbury Road, Highbury, Kuils River, Cape.

1. The following improvements are reported but not guaranteed: Vacant land.

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) 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. D2U0451/gl.)

Case 9920/90

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

ABSA Bank Limited, trading as **United Bank**, *versus* **Abrahams Property Development Company (Proprietary) Limited**

The following property will be sold in execution at the site of the property, 33 Cabral Street, Kleinvlei Annex, Cape, on Thursday, 10 March 1994 at 10:00, to the highest bidder:

Erf 3723, Kleinvlei, in extent 1 050 square metres, held by T71681/1989, situated at 33 Cabral Street, Kleinvlei Annex, Cape.

1. The following improvements are reported but not guaranteed: Shopping Complex comprising Superette and four shops.

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) 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. D0U1335/gl.)

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

ABSA Bank Limited, trading as Allied Bank, *versus* **Edward Henri Dorman**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg, on Wednesday, 2 March 1994 at 10:00:

Section 17 and 21, Lonsdale Clevedon and Selborne, in the Municipality of Cape Town, in extent 50 (fifty) square metres, held by Deed of Transfer ST87/1988 (17) and situated at 5 Selbourne Flats, 11 Highstead Road, Rondebosch, 7700.

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.

2. The following improvements on the property are reported but nothing is guaranteed: A flat comprising a lounge, kitchen, bedroom, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on this the 19th day of January 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22773.)

Case 28050/93

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

ABSA Bank Limited, trading as United Bank Limited, *versus* **Mr Nicolaas Joseph Johannes 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, 30 Impala Court, De Kock Street, Parow Valley, on Wednesday, 2 March 1994 at 11:45, Section 30 and 74 Impala, in the Municipality of Parow, in extent 73 (seventy-three) square metres, held by Deed of Transfer ST11967/92 and situated at 30 Impala Court, De Kock Street, Parow Valley, 7500.

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 flat comprising lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to 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 18th day of January 1994.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 14th Floor, Trust Bank Centre, Adderley Street, Cape Town. [Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z22608.)

Saak 2946/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOUD TE UITENHAGE

In die saak tussen **Die Munisipaliteit van Uitenhage**, Eksekusieskuldeiser/Eiser, en **J. Tarentaal**,
Eksekusieskuldenaar/Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Uitenhage, gedateer 7 Julie 1993, in bogemelde aangeleentheid sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word, sonder reserwe, op 3 Maart 1994 om 11:00, voor die Landdroskantoor, Uitenhage, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid, Cuylerstraat 45, Uitenhage, en/of te Le Roux Cubitt & Cronjé, Blenheimhuis, Bairdstraat 4, Uitenhage, en wat deur die Balju vir die Landdroshof, Uitenhage-Suid, voor die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderhewig aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die Akte van Transport asook die verkoopvoorwaardes;

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

3. Een-tiende ($\frac{1}{10}$), van die koopprys sal betaal word in kontant by ondertekening van die verkoopvoorwaardes en die balans, tesame met rente soos gevra in die Eerste Verbandakte geregistreer teen die eiendom betaalbaar met 'n bank- of bouverenigingtjek of waarborg binne tien (10) dae vanaf datum van koop.

Eiendom: Sekere stuk grond in die Munisipaliteit en Afdeling Uitenhage, Erf 16021, Uitenhage, grootte 493 m², Transportakte T42501/1990, geleë te Frankolinrylaan 13, Uitenhage.

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

Le Roux Cubitt & Cronjé, Prokureurs vir Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage. (Verw. EVN/mev. Hayes/Inv/mk/U02324.)

Saak 1969/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Die Munisipaliteit van Uitenhage**, Eksekusieskuldeiser/Eiser, en **R.A. Olivier**, wie binne gemeenskap van goedere getroud is met **E. Olivier**, Eksekusieskuldenaar/Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Uitenhage, gedateer 3 Augustus 1993, in bogemelde aangeleentheid sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word, sonder reserwe, op 3 Maart 1994 om 11:00, voor die Landdroskantoor, Uitenhage, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid, Cuylerstraat 45, Uitenhage, en/of te Le Roux Cubitt & Cronjé, Blenheimhuis, Bairdstraat 4, Uitenhage, en wat deur die Balju vir die Landdroshof, Uitenhage-Suid, voor die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderhewig aan die bepalinge van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die Akte van Transport asook die verkoopvoorwaardes;

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

3. Een-tiende ($\frac{1}{10}$), van die koopprys sal betaal word in kontant by ondertekening van die verkoopvoorwaardes en die balans, tesame met rente soos gevra in die Eerste Verbandakte geregistreer teen die eiendom betaalbaar met 'n bank- of bouverenigingtjek of waarborg binne tien (10) dae vanaf datum van koop.

Eiendom: Sekere stuk grond in die munisipaliteit en afdeling Uitenhage, Erf 12897, Uitenhage, grootte 337 m², Transportakte T9033/1985, geleë te Puffinstraat 37, Uitenhage.

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

Le Roux Cubitt & Cronjé, Prokureurs vir Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage. (Verw. EVN/mev. Hayes/Inv/mk/U02315.)

Saak 1932/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Die Munisipaliteit van Uitenhage**, Eksekusieskuldeiser/Eiser, en **R. Appolis**, Eksekusieskuldenaar/Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Uitenhage, gedateer 10 Mei 1993, in bogemelde aangeleentheid sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word, sonder reserwe, op 3 Maart 1994 om 11:00, voor die Landdroskantoor, Uitenhage, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid, Cuylerstraat 45, Uitenhage, en/of te Le Roux Cubitt & Cronjé, Blenheimhuis, Bairdstraat 4, Uitenhage, en wat deur die Balju vir die Landdroshof, Uitenhage-Suid, voor die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderhewig aan die bepalinge van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die Akte van Transport asook die verkoopvoorwaardes;

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

3. Een-tiende ($\frac{1}{10}$), van die koopprys sal betaal word in kontant by ondertekening van die verkoopvoorwaardes en die balans, tesame met rente soos gevra in die Eerste Verbandakte geregistreer teen die eiendom betaalbaar met 'n bank- of bouverenigingtjek of waarborg binne tien (10) dae vanaf datum van koop.

Eiendom: Sekere stuk grond in die Munisipaliteit en Afdeling Uitenhage, Erf 06356, Uitenhage, grootte 385 m², Transportakte T52921/1989, geleë te Lukiestraat 74, Uitenhage.

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

Le Roux Cubitt & Cronjé, Prokureurs vir Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage. (Verw. EVN/mev. Hayes/Inv/mk/U02304.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLAIN HELD AT MITCHELL'S PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Shafiek Abrahams**, First Judgment Debtor, and **Gakiema Abrahams**, Second Judgment Debtor

In pursuance of a judgment granted on 21 December 1993, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 9 March 1994 at 10:00, at Wynburg Court-house:

Description: Erf 1392, Weltevreden Valley in the Local Area of Weltevreden Valley, Cape Division, in extent three hundred and seventy-four (374) square metres, postal address 31 Filbert Crescent, Weltevreden Valley.

Improvements: Dwelling: Three bedrooms, kitchen, lounge, toilet/bathroom, held by Deed of Transfer 19530/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 20th day of January 1994.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z53059/HVN/Mrs Wolmarans.)

Case 1891/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Nedperm Bank Limited**, Plaintiff, and **Mnyamezeli Socutshana**, First Defendant, and **Barbara Noluthando Socutshana**, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 5 November 1993, the following property will be sold on Wednesday, 23 February 1994 at 10:10, at the offices of the Sheriff of the Magistrate's Court, 11A Downing Street, King William's Town, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 41, Ginsberg, Division of King William's Town, in extent 277 (two hundred and seventy-seven) square metres, known as 85 Phellem Street, Ginsberg.

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 rules of the Magistrates' Courts Act and also subject to the provisions of the Title Deed.

3. The full conditions of the 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:* Conventional type dwelling with pitched roof, two bedrooms, bathroom, lounge and kitchen.

Dated at King William's Town on this the 18th day of January 1994.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Saak 632/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BARKLY-WES GEHOU TE BARKLY-WES

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Samuel William Oliphant**, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros, Barkly-Wes, en lasbrief vir eksekusie gedateer 25 Oktober 1993, sal die ondervermelde eiendom geregelik verkoop word aan die hoogste bieder by die Landdroskantoor, Barkly-Wes, op Woensdag, 2 Maart 1994 om 10:00:

Sekere Erf 1071, Barkly-Wes, geleë in Uitbreiding 5, in die munisipale en administratiewe distrik Barkly-Wes, groot 687 vierkante meter, gehou kragtens Akte van Transport T1198/1983, ook bekend as Botterblomstraat 1071, De Beershoogte, Barkly-Wes.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met drie slaapkamers, badkamer, kombuis, sitkamer en motorhuis, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en Afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige Afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Barkly-Wes en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 4301/90

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Santambank Bepark**, Eiser, en **Andre van Wyk**, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie, gedateer 4 Augustus 1993, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju, op Donderdag, 3 Maart 1994, om 11:00, voor die Landdroskantoor, te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 9280, Uitenhage in Uitenhage, in die munisipaliteit en distrik Uitenhage, groote 768 (sewe honderd agt en sestig) vierkante meters, gehou kragtens Transportakte T6460/90, geleë te Dennis Single 14, Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklike buite geboue alhoewel geen waarborg in verband daarmee gegee kan word nie.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping, plus 4% (vier per sent) Balju (Afisaers koste), en vir die balans moet 'n aanneembare bank of bouvereniging waarborg aan die Balju voorsien word binne veertien (14) dae, vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopsvoorwaardes sal ter insae lê, en kan nagegaan word by die kantoor van die Balju, Bairdstraat 4, Uitenhage.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage.

Case 43277/93

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

In the matter between **Southern Life Association Limited**, Judgment Creditor, and **Cecil Gordon**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, for the District of Wynberg, dated 28 December 1993, and warrant of execution, dated 4 January 1994, the following will be sold in execution at 12:00, on 28 February 1994, at the Court-house being:

Certain land: Situated at Erf 121325, Cape Town, at Retreat, in the Municipality of Cape Town, Cape Division, measuring 276 (two hundred and seventy-six) square metres, held under Deed of Transfer 68701/88, dated 23 November 1993, also known as 13 Cardross Grant Street, Cafda Village, Retreat, 7945.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions, of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: a dwelling with brick walls, consisting of four bedrooms, two bathrooms, lounge and dining-room, no garage and all under asbestos roof.

3. Payment:

3.1. Ten per centum (10%), of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque, to the Messenger of the Court or the auctioneer may arrange;

3.2. the unpaid balance shall be paid on registration of transfer in a form acceptable to Execution Creditor's conveyancers;

interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two (22%) per centum per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent Creditors claim at the applicable rate, from the date of sale, to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2. and 3.3. above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. Full conditions of sale:

The full conditions of sale, which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court, or the auctioneer's office.

Dated at Cape Town this 13th day of January 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeek, Cape Town. (Ref. DJM/lw/P3M0141.)

Case 2848/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **East London Municipality**, Judgment Creditor, and **M. Booysen**, Judgment Debtor

In pursuance of a judgment granted in East London Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 25 February 1994, at 09:00, at the Magistrate's Court Building, Lower Buffalo Street, East London, to the highest bidder:

Date of judgment: 21 June 1993, description Erf 25990, East London, Municipality and Division of East London, situated at 19 Marrah Crescent, Buffalo Flats, East London, in extent 290 (two hundred and ninety) square metres, improvements dwelling with stoep, held by Deed of Transfer T3730/1990.

Conditions of sale

1. The properties are sold voetstoots, in terms and conditions of the Magistrates' Courts Act, and subject to the provisions of the Title Deeds.

2. The purchasers 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 purchasers, shall be liable for payment of interest, to the Execution Creditor, and to the bondholder, if any, from the date of the sale to the date of registration of transfer, as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff, or its attorneys and the purchasers, shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London, and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 19th day of January 1994.

The Bax Partnership, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London.

Case 12519/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Limited**, Plaintiff, and **John Nathanael van Heerden**, First Defendant, and **Sarah Sophia Geraldine van Heerden**, Second Defendant

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, dated 26 October 1993, the following property will be sold on 25 February 1994, at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 26008, East London, Municipality and Division of East London, in extent 210 (two hundred and ten) square metres, held under T3297/92, known as 18 Marrah Crescent, Buffalo Flats, 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/Deed 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 three bedrooms, lounge, kitchen, dining-room and bathroom.

Dated at East London on this 18th day of January 1994.

Bate, Chubb & Dickson Inc., Plaintiff's Attorney, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr. C. Kloot/dj.)

Case 3577/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Lucian Gregory Corker**, First Defendant, and **Eleanor Corker**, Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 2 November 1993, the following property will be sold in execution on Wednesday, 9 March 1994 at 12:00, to the highest bidder at the site of the property, 75 Alpha Way, Ocean View:

Certain Erf 715, Ocean View, in the Local Area of Ocean View, Cape Division, in extent 81 (eighty-one) square metres, held by Deed of Transfer T69552/92, also known as 75 Alpha Way, Ocean View, consisting of dwelling under asbestos roof comprising two bedrooms and toilet/bathroom.

Downstairs: Lounge, kitchen and toilet.

Conditions of sale:

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

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any Preferent Creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek this 7th day of January 1994.

S. Boyes, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Case 8606/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank Limited, *versus* **Moegamat Dien Solomons**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg, on Wednesday, 2 March 1994 at 10:00:

Erf 43854, Mitchells Plain, in the Municipality of Cape Town, in extent 200 (two hundred) square metres, held by Deed of Transfer T52936/91, and situated at 10 Handicap Road, Strandfontein, Mitchells Plain, 7785.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15.25% (fifteen point 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 this 18th day of January 1994.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 14th Floor, Trustbank Centre, Adderley Street, Cape Town.
[Tel. (021) 419-5880/1/2.] (Ref. GJV/SP Z18817.)

Case 13597/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Ingrid Ruth Abrahams**

The following property will be sold in execution by public auction held at Wynberg, Magistrate's Court, to the highest bidder on 2 March 1994 at 10:00:

Erf 37005, Mitchells Plain in the Municipality of Cape Town, Administrative District of Cape, in extent 307 (three hundred and seven) square metres, held by Deed of Transfer T11356/86, situated at 167 Dennegeur Avenue, Strandfontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15.25% (fifteen point 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 17th day of January 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 2964/92

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

ABSA Bank Limited, trading as United Bank, *versus* **William James Dreyer and Dina Dreyer**

The following property will be sold in execution by public auction held at 65 Primrose Street, Cloeteville, Stellenbosch, to the highest bidder on 1 March 1994 at 10:00:

Erf 8493, Stellenbosch, in the Municipality and Division of Stellenbosch, in extent 239 (two hundred and thirty-nine) square metres, held by Deed of Transfer T70593/91, situated at 65 Primrose Street, Cloeteville, Stellenbosch.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15.25% (fifteen point 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 17th day of January 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank *versus* **Faiz Martin**

The following property will be sold in execution by public auction held at Magistrate's Court of Wynberg, to the highest bidder, on 2 March 1994 at 10:00:

Erf 40960, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 269 (two hundred and sixty-nine) square metres, held by Deed of Transfer T15504/92, situated at 1 Tanya Street, Morgenster, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, from 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 in this 17th day of January 1994.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 10917/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Caroline Johanna Goodman**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted, on 29 March 1993, the undermentioned property will be sold in execution at the premises on Thursday, 3 March 1994 at 11:00:

Erf 126342, Cape Town at Bonteheuwel, in the Municipality of Cape Town, Cape Division, measuring 238 (two hundred and thirty-eight) square metres and comprising of brick building with asbestos roof, lounge, two bedrooms, bathroom, separate toilet, kitchen, and known as 214 Bonteheuwel Avenue, Bonteheuwel.

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 this 4th day of January 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 1586/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **African Bank Limited**, Plaintiff, and **M. R. Diabantu**, Defendant

In pursuance of a judgment in the above Honourable Court of 12 September 1992 and a writ of execution dated 30 March 1993, the following immovable property will be sold in execution on 23 February 1994 at 10:00, at the offices of the Sheriff for the Magistrate's Court (Rose-Innes Auctions), 11A Dowing Street, King William's Town:

Erf 2933, King William's Town, Municipality and Division of King William's Town, in extent 1 430 (one thousand four hundred and thirty) square metres, being 98 Wodehouse Street, King William's Town, held by Deed of Transfer T1930/1991.

Conditions of sale:

1. The purchaser will pay 10% (ten per centum) of the purchase price on the date of the sale. A building society, bank or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 22nd day of December 1993.

Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/lrw.)

Saak 610/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOUD TE UITENHAGE

In die saak tussen **Die Munisipaliteit van Uitenhage**, Eksekusieskuldeiser/Eiser, en **Joseph Hendricks**, wie binne gemeenskap van goedere getroud is met Elizabeth Hendricks, Eksekusieskuldenaar/Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Uitenhage, gedateer 3 Junie 1993, in bogemelde aangeleentheid sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word, sonder reserwe, op 3 Maart 1994 om 11:00, voor die Landdroskantoor, Uitenhage, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid, Cuylerstraat 45, Uitenhage, en/of te Le Roux Cubitt & Cronjé, Blenheimhuis, Bairdstraat 4, Uitenhage en wat deur die Balju vir die Landdroshof, Uitenhage-Suid, voor die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderhewig aan die bepalings van die Landdroshofwet en reëls en daarvolgens neergelê en die voorwaardes van die Akte van Transport asook die verkoopvoorwaardes.

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

3. Een tiende ($\frac{1}{10}$) van die koopprys sal betaal word in kontant by ondertekening van die verkoopvoorwaardes en die balans, tesame met die rente soos gevra in die Eerste Verbandakte geregistreer teen die eiendom betaalbaar met 'n bank of bouverenigingstjek of waarborg binne tien (10) dae vanaf datum van koop.

Eiendom: Sekere stuk grond in die munisipaliteit en afdeling Uitenhage, Erf 07824, Uitenhage, grootte 317 m², Transportakte T10994/1992, geleë te Durantarylaan 44, Uitenhage.

Woonhuis.

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

Le Roux Cubitt & Cronjé, Prokureurs vir Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage. (Verw. EVN/mev. Hayes/Inv/mk/U02289.)

Case 1132/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Vonita Ronel Thompson**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 19 May 1992, the following property will be sold in execution on Wednesday, 9 March 1994 at 11:00, to the highest bidder at the site of the property, Erf 15262, Fish Hoek, corner of Grand Bahama Drive and Java Close, Capri Village:

Certain Erf 15262, Fish Hoek, situated in the local area of Sunnysdale, Cape Division, in extent 999 (nine hundred and ninety-nine) square metres, held by Deed of Transfer T72480/91.

Also known as Erf 15262, Fish Hoek, corner of Grand Bahama Drive and Java Close, Capri Village.

Consisting of vacant land.

Conditions of sale:

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

2. *Payment:* 10% (ten per centum) of the purchase price, must be paid together with interest payable by the Judgment Debtor, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim), from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved transfer against registration of transfer, which amounts are to be secured by building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek this 7th day of January 1994.

S. Boyes, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Case 15336/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **A. B. C. Habelgaarn** (NB0024), First Defendant, and **M. J. Habelgaarn** (NB 0024), Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 1 March 1994 at 09:00:

Property: Erf 620, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch.

Measuring 929 (nine hundred and twenty-nine) square metres.

Held by Deed of Transfer T50946/87.

More specifically known as 30 Nooiensfontein Road, Kuils River.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrate's Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale.

The full conditions of sale may be inspected at the offices of the undersigned.

Dated the 13th day of January 1994.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jdt.)

Case 12362/92

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

In the matter between **NBS Bank Limited**, Plaintiff, and **J. J. de Kock** (NB0087), Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 2 March 1994 at 10:00:

Property: Erf 10882, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl.

Measuring 507 (five hundred and seven) square metres.

Held by Deed of Transfer T64479/91.

More specifically known as 65 Mountain Crescent, Kraaifontein.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrate's Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale.

The full conditions of sale may be inspected at the offices of the undersigned.

Dated the 13th day of January 1994.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jdt.)

Case 13796/93

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

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **Cyril Desmond Herkins**, First Defendant, and **Dulcie Hazel Herkins**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 28 October 1993, the undermentioned property will be sold in execution at the Magistrate's Court, Goodwood, on Thursday, 3 March 1994 at 11:45:

Erf 44, Matroosfontein, in the local area of Matroosfontein, Cape Division, measuring 467 (four hundred and sixty-seven) square metres, and comprising asbestos roofed building with lounge, three bedrooms, bathroom, separate toilet, kitchen and garage.

And known as 23 Lotus Way, Matroosfontein.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash, on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bankguarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 7th day of January 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 17930/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Sandton Finance (Pty) Limited**, Plaintiff, and **Alfred Jonas**, Defendant

In pursuance of a judgment of the above Court dated 28 July 1992, and attachment in execution dated 4 October 1992, the following immovable property will be sold at the front entrance of the Law Courts, Durban Street, Uitenhage, on Thursday, 3 March 1994 at 11:00:

Erf 14584, Uitenhage, Administrative District of Uitenhage, situated at 20 Schrew Street, Rosedale, Uitenhage.

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

Terms: 10% (ten per centum) and Sheriff's charges of 4% (four per centum) on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth on this the 13th day of January 1994.

D. T. Walker, for Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth. (Ref. Coll/Mrs Hodge.)

Case 29714/92

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Johanna Maria Ruppig**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 16 July 1992, the property listed hereunder, and commonly known as 7 Galway Road, Heathfield, will be sold in execution at the premises on Thursday, 10 March 1994 at 14:00, to the highest bidder:

Erf 81320, Cape Town, at Heathfield, in the Municipality of Cape Town, Cape Division, in extent 558 (five hundred and fifty-eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick under slate tiled roof, comprising four bedrooms, lounge, dining-room, kitchen, two bathrooms, toilet and double 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 Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 25th day of January 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1175.)

Case 21825/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLAIN HELD AT MITCHELL'S PLAIN

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Majlet Karlem Vallie**, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 20 December 1993, the property listed hereunder, and commonly known as 33 Pisa Crescent, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 March 1994 at 10:00, to the highest bidder:

Erf 44827, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 286 (two hundred and eighty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 25th day of January 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape town. (Ref. S. William/N.1587.)

Case 4692/92

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

In the matter between **NBS Bank Limited**, formerly Natal Building Society Limited (Reg. No. 87/01384/06), Plaintiff, and **Ebrahiem Abrahams**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 4 March 1992, the property listed hereunder, and commonly known as 41 Calendula Street, Kewtown, Athlone, will be sold in execution in front of the Magistrate's Court, Wynberg, on Monday, 7 March 1994 at 10:00, to the highest bidder:

Erf 122020, Cape Town at Athlone, Municipality of Cape Division, in extent 271 (two hundred and seventy-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with asbestos roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet, w.c., and servants' quarters.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this the 25th day of January 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.947.)

Case 17922/93

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 **Philip Peter Johannes**, First Defendant, and **Biba Johannes**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville, and writ of execution dated 20 August 1993, the property listed hereunder, and commonly known as 26 Ashley Street, Extension 18, Belhar, will be sold in execution in front of the Magistrate's Court, Bellville, on Monday, 7 March 1994 at 14:00, to the highest bidder:

Erf 32859, Bellville, in the Local Area of Belhar, Cape Division, in extent 204 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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 25th day of January 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moor Inc., Plaintiff's Attorneys, 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1543.)

14695/93

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 **William Derrick Cogill**, First Defendant, and **Jo-Anne Daphne Cogill**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 22 December 1993, the property listed hereunder, and commonly known as 6 Advocat Lane, Electric City, Blue Downs, will be sold in execution, in front of the Magistrate's Court, Kuils River, on Thursday, 10 March 1994, at 09:00, to the highest bidder:

Erf 4163, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 307 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 25th day of January 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1601.)

Case 13985/93

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 **Anthony Ceaser Cloete**, First Defendant, and **Tania Wilhelmina Magdalena Cloete**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 30 December 1993, the property listed hereunder, and commonly known as 2 Draycott Avenue, Eerste River, will be sold in Execution in front of the Magistrate's Court, Kuils River, on Thursday, 10 March 1994 at 09:00, to the highest bidder:

Erf 4148, Eerste Rivier, in the Blue Downs Local Area, Division of Stellenbosch, in extent 285 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 25th day of January 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: S. Williams/N.1591.)

Case 14827/92

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 **Jerome Cecil Gordon**, First Defendant, and **Charmaine Wilhelmina Gordon**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 23 December 1992, the property listed hereunder, and commonly known as 21 Barbara Close, Santana, Eerste River, will be sold in execution in front of the Magistrate's Court, Kuils River on Thursday, 10 March 1994 at 09:00, to the highest bidder:

Erf 5416, Eerste River, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 290 square metres.

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

Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 25th day of January 1994.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: S. Williams/N.59.)

Case 5364/93

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

In the matter between **ABSA Bank Limited**, trading as United Bank, Judgment Creditor, and **Johannes Petrus de Wet**, First Judgment Debtor, and **Maud Daphne de Wet**, Second Judgment Debtor

In pursuance of a judgment granted on 5 January 1994 in the Magistrate's Court of Kuils River, the following property will be sold to the highest bidder on 4 March 1994 at 09:00, at Kuils River Court-house:

Description: Erf 1638, Gaylee, in the Melton Rose Local Area, Administrative District of Stellenbosch, in extent three hundred (300) square metres, postal address, 47 Koegelberg Road, Blackheath, held by Deed of Transfer 30438/87.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 6th day of December 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 9378/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Fred Adam Muller** and **Florence Mary Muller**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 9 March 1994 at 10:00, to the highest bidder:

Erf 4667, Mitchells Plain, in extent 228 square metres, held by T2328/1988, situated at 3 Bashee Close, Portland, Mitchells Plain, 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. D2U1188/gl.)

Case 55063/92

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

ABSA Bank Limited, trading as United Bank, *versus* **Tharlow Grenville Miller and Heather Miller**

The following property will be sold in execution by public auction, held 50 Vorster Avenue, Wetton, Lansdowne, to the highest bidder, on 3 March 1994 at 10:00:

Erf 206, Wetton, in the City of Cape Town, Cape Division, in extent 527 (five hundred and twenty-seven) square metres, held by Deed of Transfer T41620/91, situated at 50 Vorster Avenue, Wetton, Lansdowne.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, three bedrooms, kitchen, pantry, sunroom, bathroom/toilet and double garage.

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 21st day of January 1994.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 3622/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank, *versus* **Kenneth Arthur Hanslo and Gwendoline Ethel Hanslo**

The following property will be sold in execution by public auction, held at Wynberg Magistrate's Court, to the highest bidder, on 2 March 1994 at 10:00:

Erf 25358, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 143 (one hundred and forty-three) square metres, held by Deed of Transfer T63914/92, situated at 5 Chestnut Street, Eastridge, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 21st day of January 1994.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 1613/93

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

ABSA Bank Limited, trading as United Bank *versus* **Godfrey Julius, and Thelma Julius**

The following property will be sold in execution by public auction, held at Kuils River Court, to the highest bidder, on 4 March 1994 at 09:00:

Erf 2898, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 330 (three hundred and thirty) square metres, held by Deed of Transfer T62457/92, situated at 48 Bolivia Way, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, pantry, two bedrooms and bathroom/toilet.
3. *Payment:* Ten per centum (10%) of the purchase price, on the day of the sale and the balance together with interest at the current rate of 15,25% (fifteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 21st day of January 1994.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 12462/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

ABSA Bank Limited, trading as Allied Bank *versus* **Bruce Edwards Bruiners and Helene Bruiners**

The following property will be sold in execution by public auction, held at Kuils River Court, to the highest bidder, on 4 March 1994 at 09:00:

Erf 4208, Eerste River, in the Local Area of Melton Rose, Division Stellenbosch, in extent 485 (four hundred and eighty-five) square metres, held by Deed of Transfer T50777/90, situated at 11 Date Close, Constantia Park, 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 two bedrooms, kitchen, lounge 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 21st day of January 1994.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Saak 13714/93**IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER**

In die saak tussen **Oostelike Provinsie Bouvereniging**, Eiser, en **Martin Willem Johannes Janse van Rensburg**,
Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 2 Maart 1994 om 09:15, op die plek te Bloemstraat 31, Kraaifontein:

Erf 2101, Kraaifontein, in die munisipaliteit van Kraaifontein, afdeling Paarl, groot 496 vierkante meter, gehou deur die Verweerder kragtens Transportakte T70357/93, gedateer 9 September 1993.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshof No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.
2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 15,95% (vyftien komma nege vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyl na die veiling gegee en geneem sal word.
3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis onder teëldak, bestaan uit sitkamer, kombuis/eetkamer, drie slaapkamers, een en 'n half badkamers, portaal en motorhuis.
4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandweg 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 20ste dag van Januarie 1994.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, Bse-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Saak 12195/92**IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY**

In die saak tussen **Munisipaliteit van die Stad van Kimberley**, Eiser, en **S. Raad**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley, en 'n lasbrief vir eksekusie gedateer 14 September 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op Donderdag, 3 Maart 1994 om 10:00:

Seker: Erf 21669, geleë in die Munisipaliteit en Administratiewe Distrik van Kimberley, groot 360 (driehonderd en sestig) vierkante meter, bekend as Albatrosslaan 102, Kimberley.

Die verbeterings bestaan uit: Sitkamer, kombuis, drie slaapkamers, badkamer en aparte toilet, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys, en afslaaersgelde betaalbaar in kontant op die datum van die verkoping, die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 6373/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **The Trustees for the time being of Souls Outreach Church of God in Christ**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 9 March 1994 at 10:00:

Erf 6478, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 2 868 (two thousand eight hundred and sixty-eight) square metres, also known as Erf 6478, Dorper Way, Westridge, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Vacant land.
2. *Payment:* 10% (ten per centum) of the purchase price must, be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this the 24th day of January 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Saak 357/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **S. M. en D. Atsell**, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsriver, gedateer 3 Maart 1992, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Onyxweg 18, Highbury, Kuilsriver, per publieke veiling te koop aangebied op 7 Maart 1994 om 10:45:

koop aangebied op 7 Maart 1994 om 10:45:

Erf 9060, Kuilsrivier, ook bekend as Onyxweg 18, Highbury, Kuilsrivier, afdeling Stellenbosch, groot 400 (vierhonderd) vierkante meter, gehou kragtens Transportakte T15443/91:

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By 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 koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) dae na die datum van verkoping verstrekk word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 21% (een-en-twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, prokureur van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 25 Januarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EAN159.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. C. Williams**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 28 Oktober 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom hieronder beskryf, by die perseel te Howardrylaan 80, Northpine, Brackenfell, per publieke veiling te koop aangebied op 7 Maart 1994 om 11:45:

Erf 8472, Brackenfell, ook bekend as Howardrylaan 80, Northpine, Brackenfell, afdeling Stellenbosch, groot 405 vierkante meter, gehou kragtens Transportakte T67928/89.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.
2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.
3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekkend word.
3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18% (agtien persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.
4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cillierstraat 1, Bellville.

Datum: 25 Januarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EWN324.)

Saak 12032/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Beperk**, Eiser, en **V. P. Sam**, en **S. W. Sam**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 16 November 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Ketchstraat 5, The Vines, Eersterivier, per publieke veiling te koop aangebied op 3 Maart 1994 om 11:45:

Erf 3892, Eersterivier, ook bekend as Ketchstraat 5, The Vines, Eersterivier, afdeling Stellenbosch, groot 300 vierkante meter, gehou kragtens Transportakte T38384/93.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.
2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend is nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.
3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekkend word.
3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16% (sesien persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.
4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser asook Belasting op Toegevoegde Waardes (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 van Eiser, Sarel Cillierstraat 1, Bellville.

Datum: 24 Januarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev Swart/ESN323.)

Saak 1169/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. Y. Cummings** en **K. Cummings**, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Mitchells Plain, gedateer 2 November 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Wynberg, per publieke veiling te koop aangebied op 7 Maart 1994 om 10:00:

Erf 1968, Weltrevreden Valley, ook bekend as Woodbury Singel 25, Woodbury, Mitchells Plain, afdeling Kaap, groot 327 vierkante meter, gehou kragtens Transportakte T19308/91.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Wynberg, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18.75% (agtien punt sewe vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige 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, Wynberg, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cillierstraat 1, Bellville.

Datum: 24 Januarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 753. (Verw. mev. Swart/ECN264.)

Saak 14142/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **NBS Bank Beperk**, Eiser, en **M. M. Shabodien**, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Mitchells Plain, gedateer 5 Oktober 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Bristol Slot 7, Rocklands, Mitchells Plain, per publieke veiling te koop aangebied op 3 Maart 1994 om 12:00:

Gedeelte Erf 13045, Mitchells Plain, ook bekend as Bristol Slot 7, Rocklands, Mitchells Plain, afdeling Kaap, groot 427 vierkante meter, gehou kragtens Transportakte T36487/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Wynberg, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 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 bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16% (sestien persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige 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, Wynberg, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 24ste dag van Januarie 1994.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ESN310.)

Case 899/93

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

In the matter between **ABSA Bank Limited** (Allied Bank division), Execution Creditor, and **Dan Khumbashe**, First Execution Debtor, and **Hilda Maria Juliana Khumbashe**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Strand, dated 17 March 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 2 March 1994 at 10:00:

Erf 13543, Portion of Erf 11140, The Strand, in the Municipality of the Strand, Stellenbosch Division, in extent 297 (two hundred and ninety-seven) square metres.

Street address: 39 Ouma Fransman Street, Strand.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Lounge, two bedrooms, bathroom, shower 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, 4 Kleinbos Avenue, Strand.

(4) Payment shall be effected as follows: 10% (ten per cent) of the purchase price, on the day of the sale and the balance together with interest thereon at the rate of 16,75% (sixteen comma seven five per cent) from the date of sale, to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Bellville on this the 20th day of January 1994.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 12365/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Limited**, trading as United Bank, Plaintiff, and **Herman Stoffels** and **Marlene Judith Stoffels**, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 9 March 1994 at 10:00:

Erf 28728, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 261 square metres, also known as 6 Vlakkenberg Street, Eastridge, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 24th day of January 1994.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Saak 1557/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **E P Bouvereniging**, Eiser, en **Noel Desmond Harrison**, Verweerder

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 24 Mei 1993, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 24 Februarie 1994 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley, en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 8497, Kimberley, geleë in die stad en distrik Kimberley, groot 418 (vierhonderd en agtien) vierkante meter.

Geregistreer in naam van die Verweerder en verbind onder Verbandakte Nr. B1464/1992 (ook bekend as Walestraat 1, Kimberley).

Voorwaardes:

1. Betaling van 10% (tien persent) van die koopprys in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg en welke waarborg binne tien (10) dae na die datum van die veiling verskaf moet word;

2. Afslaerskommissie teen 5% (vyf persent) van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 26ste dag van Januarie 1994.

Engelsman, Benade & Van der Walt, Prokureurs vir Eiser, Tweede Verdieping, Nedbankgebou, Chapelstraat, Posbus 609, Kimberley, 8300. (Tel. 28134.) (Verw. B. Benade/zlr/EP175.)

Saak 6771/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Munisipaliteit Paarl**, Eksekusieskuldeiser, en **A. J. Sharter**, Eerste Eksekusieskuldenaar, en **P. Sharter**, Tweede Eksekusieskuldenaar, Irisstraat 36, Groenheuwel, Paarl

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 14 Oktober 1993, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te Irisstraat 36, Groenheuwel, Paarl, verkoop word op 28 Februarie 1994, om 10:00 aan die hoogste bieder:

Erf 17880, Paarl, in die munisipaliteit en afdeling Paarl, groot driehonderd drie-en-dertig (333) vierkante meter, geleë te Irisstraat 36, Groenheuwel, Paarl.

Verkoopvoorwaardes:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls en bepalings wat daarvolgens die transportaktes gemaak is insoverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom, onmiddellik na die veiling kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 17,25% (sewentien komma twee vyf persent) per jaar, tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapswaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 18de dag van Januarie 1994.

Oosthuizen & Kie, Prokureurs vir Eiser, Hoofstraat 304; Posbus 246 Paarl. (Tel. 02211 - 23014/5/6.) (Fax. 02211 - 22756.) (Verw. MO/mv.)

Saak 1236/93

IN DIE HOOGEREGSHOF VAN SUID/AFRIKA

(Nood-Kaapse Afdeling)

In die saak tussen Allwear Limited, Eiser, en **N. O. H. Setidisho**, Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Nood-Kaapse Afdeling), gedateer 22 Oktober 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor te Hartswater, op Vrydag, 4 Maart 1994 om 10:00:

Sekere Perseel 727, gedeelte van Perseel 167, Vaalharts, Nedersetting A, geleë in die afdeling Vryburg, groot 24,3313 hektaar, gehou kragtens Akte van Transport T1164/1992.

Tien persent (10%) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Hartswater, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case 4590/93

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

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Cornelius Meyer de Villiers**, Defendant

In the above matter a sale will be held on Tuesday, 1 March 1994 at 10:00, at the site of:

1. The farm Groenfontein 717, Paarl; and
2. The farm Bronkhorst 748, Paarl.

Being:

1. Portion 1 of the farm Groenfontein 717, in the Division of Paarl, measuring 7,3216 (seven comma three two one six) hectares.
2. Portion 6 (a portion of Portion 1) of the farm Bronkhorst 748, in the Division of Paarl, measuring 1,2969 (one comma two nine six nine) hectares.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. $\frac{1}{10}$ (one tenth) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 15,25% (fifteen comma two five per centum) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

A dwelling comprising two bedrooms, kitchen, lounge, passage, bathroom/toilet, two sheds, another shed used as a pig sty, one big house that has been divided into four living areas for employees, small house, flat consisting of bathroom and big room and storage room that is separate.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Paarl and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 13374/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Limited, trading as United Bank Limited, *versus* **Dennis Michael McLaurie and Gaironiesa McLaurie**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house for the District of Wynberg, on Wednesday, 2 March 1994 at 10:00:

Erf 5068, Mitchells Plain, in the Municipality of Cape Town, in extent 207 (two hundred and seven) square metres, held by Deed of Transfer T26972/88 and situated at 14 Phillipines Way, Portlands, Mitchells Plain, 7785.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.

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

A dwelling, comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 20th 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 W15547.)

**Case 15422/93
PH 255**

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Dawn Jacobs**, 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 7C Springfield Terrace, Queen Road, Woodstock, on Tuesday, 8 March 1994 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

1. A unit consisting of:

(a) Section 7 as shown and more fully described on Sectional Plan SS257/93, in the scheme known as Springfield Terrace C, in respect of the land and buildings situated at Cape Town, in the Municipality of Cape Town, of which the floor area, according to the said sectional plan, is 34 (thirty-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

2. An exclusive use area described as Garden Area G3, measuring 7 (seven) square metres, being as such part of the common property, comprising the land and the scheme known as Springfield Terrace C, in respect of the land and building or buildings situated at Cape Town, in the Municipality of Cape Town, as shown and more fully described on Sectional Plan SS257/93.

3. An exclusive use area described as Yard Y3, measuring 19 (nineteen) square metres, being as such part of the common property, comprising the land and the scheme known as Springfield Terrace C, in respect of the land and building or buildings situated at Cape Town in the Municipality of Cape Town, as shown and more fully described on Sectional Plan SS257/93, and situated at 7C Springfield Terrace, Queen Road, Woodstock.

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

A 34 (thirty-four) square metre main dwelling consisting of a living-room, bedroom, shower with water closet and a 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 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Dated at Cape Town this 31st 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/S1529/3952.)

Case 1337/93

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 **Willem Christie Johannes**, First Defendant and **Sussana Maria Johannes**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 2 March 1993, the property listed hereunder, and commonly known as 1 Falcon Road, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court Kuils River on Thursday, 10 March 1994, at 09:00, to the highest bidder:

Erf 6342, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 351 (three hundred and fifty-one) 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, 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 27th day of January 1994.

I Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S Williams/N.1438.)

Case 1095

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the **ABSA Bank Limited**, trading as United Bank, *versus* **Ebrahima Veldsman**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 9 March 1994, at 10:00, to the highest bidder:

Certain Erf 1163, Weltevreden Vally, in extent 350 (three hundred and fifty) square metres, held by T13168/1990, situated at 19 Sandra Road, Weltevreden Vally, Cape.

The following improvements are reported but not guaranteed:

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

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 annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered, within 14 (fourteen) days of the sale.

The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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, Attorney's for the Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0432/gl.)

Case 1752/90

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

In the **ABSA Bank Limited**, trading as United Bank, *versus* **Steven James Derek Wolmarans**, and
Dolores Dawn Wolmarans

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 9 March 1994, at 10:00, to the highest bidder:

Certain Erf 20654, Mitchells Plain, in exten 300 (three hundred) square metres, held by T42147/1987, situated at 30 Angel Crescent, Woodlands, Mitchells Plain, Cape.

The following improvements are reported but not guaranteed:

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

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 annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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, Attorney's for the Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U0164/gl.)

Case 41472/91

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

ABSA Bank Limited, trading as United Bank, *versus* **Michael Robin Southey**

The following property will be sold in execution at the site of the property, 13 Durham Street, Claremont, Cape, on Tuesday, 8 March 1994 at 12:00, to the highest bidder:

Erf 53313, Cape Town, at Claremont, in extent 277 square metres, held by T25926/1975, situated at 13 Durham Street, Claremont, Cape.

1. The following improvements are reported but not guaranteed: Semi detached dwelling: Lounge/dining-room, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per 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. D1U0989/gl.)

Case 5382/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

Hugo Partnership *versus* **Greg N. McEwan-Marriot and Greg Langness**

The following property will be sold in execution by public auction held at 67 Libertas Avenue, Table View, to the highest bidder on 3 March 1994 at 14:00:

Erf 13992, in the Municipality of Milnerton, Division of the Cape, in extent 636 (six hundred and thirty-six) square metres, held by Title Deed T32746/1992, situated at 67 Libertas Avenue, Table View.

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. *Payment:* 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,5% (fifteen comma five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town this 21st day of January 1994.

V. Sutcliffe, for Walker Malherbe Godley & Field, Attorneys for Judgment Creditor, 1505 Pleinpark, Plein Street, Cape Town.

Case 33336/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Norman Philip St Kilda Grove and Esme Grove**, Judgment Debtors

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, 3 March 1994 at 10:30, and at the property of the following immovable property:

Erf 435, Camps Bay, situated at Camps Bay, in the City of Cape Town, Cape Division, in extent 1 000 square metres, held by Deed of Transfer T10869/1943, situated at 6 The Meadows, Camps Bay, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within 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 house consisting of entrance-hall, lounge, dining-room, kitchen, three bedrooms, study, bathroom, two en-suite bathrooms, double garage, maid's room with bathroom and toilet, store-room/workshop, swimming-pool and wendy-house.

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 Cape Town and at the offices of the undermentioned auctioneers:

Steer & Co., 33 Loop Street, Cape Town.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/133712.)

Case EL659/93

IN THE SUPREME COURT OF SOUTH AFRICA

(East London Circuit Local Division)

In the matter between **Standard Bank of South Africa Limited**, Plaintiff, and **Landela Meshack Mnyengeza**, First Defendant, and **Nonhuthuzelo Hexonia Mnyengeza**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (East London Circuit Local Division), and writ of execution dated 2 December 1993 by the above Honourable Court, the following property will be sold in execution on Friday, 4 March 1994 at 11:00, by the Sheriff of the Court, at 5 Somtunzi Crescent, Gomo Town, East London:

Erf 29294, East London, Municipality and Division of East London, in extent 387 (three hundred and eighty-seven) square metres, held by Deed of Transfer TTL1326/91.

Commonly known as 5 Somtunzi Crescent, Gomo Town, District of East London.

The property consists of usual buildings/outbuildings.

Description: Tiled roof, single storey dwelling, carpets, lounge, average kitchen and three bedrooms.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court Rules made thereunder and of the title deeds in so far as these are applicable.

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

A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale, may be inspected in his office at 18 Moore Street, Quigney, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court, do not guarantee any improvements or information.

Signed at East London on this 27th day of January 1994.

Drake Flemmer & Orsmond, Fifth Floor, NBS Building, 15 Terminus Street, East London. (Ref. M. B. Orsmond/RW/S242.)

Saak 1894/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **D. J. Galeshewa**, Eiser, en **D. Joubert**, Verweerder

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 8 Maart 1994 om 11:15, op die plek te Vleistraat 53, Scottsville, Kraaifontein:

Erf 10286, Kraaifontein, geleë in die Munisipaliteit van Kraaifontein, afdeling Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T44482/82.

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. $\frac{1}{10}$ (een tiende) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 18,5% (agtien komma vyf persent) betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die eiendom is verbeter deur die oprigting van 'n woonhuis met drie slaapkamers, kombuis, sitkamer, badkamer en eetkamer, alhoewel niks in hierdie opsig gewaarborg word nie.

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, Landdroshof, Northumberlandweg 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op die 13de dag van Januarie 1994.

Marais Müller, Vonnisskuldeiser se Prokureurs, Sewende Verdieping, BSE-Sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.) (Verw. V. D. M. Erasmus/el.)

Case 17611/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN**

In the matter between **Saambou Bank Limited**, Execution Creditor, and **George Eric Holloway**, Execution Debtor

The following property will be sold in execution at the premises, namely 201 Heathrow, Constitution Street, Zonnebloem, on Tuesday, 22 February 1994 at 10:30, to the highest bidder:

1. Unit 46, as shown and more fully described on Sectional Plan SS223/84, (SS110/1984), in the building or buildings known as Skyways, situated in the Municipality of Cape Town, in extent 18 (eighteen) square metres, according to the said sectional plan, held according to Certificate of Registered Sectional Title ST223/84 (46) (Unit), dated 19 September 1984.

2. Unit 138 as shown and more fully described on Sectional Plan SS326/1984, (SS110/1984), in the building or buildings known as Skyways, situated in the Municipality of Cape Town, in extent 74 (seventy-four) square metres, according to the said sectional plan, held according to Certificate of Registered Sectional Title ST326/84 (136) (Unit), dated 12 December 1984.

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:

Flat: Three bedrooms, bathroom, toilet, lounge/dining-room, kitchen and single garage.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, plus interest at the current rate of 17% (seventeen per centum) per annum, (calculated on the judgment creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 (fourteen) days after sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, Cape Town.

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/2070 51230.)

Case 49924/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **First National Bank Limited**, Plaintiff (Execution Creditor), and **Faika Investments CC**, Defendant (Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Wynberg and a writ of execution dated 29 September 1992, a sale in execution will take place on Wednesday, 2 March 1994 at 12:00, at 15 Watercrest Way, Zeekoevlei, Cape, of:

Certain Erf 492 in the Local Area of Zeekoevlei, Cape Division.

Measuring: 1 041 (one thousand and forty-one) square metres, held by the Execution Debtor under Deed of Transfer T23866/1989.

The property is a single-storey dwelling of brick walls under tiled roof comprising approximately three bedrooms, kitchen, lounge, bathroom and toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. 10% (ten per cent) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within 30 (thirty) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Magistrate's Court for the District of Wynberg, who shall be the auctioneer.

Dated at Cape Town this 26th day of January 1994.

MacCallums, for T. A. Goldschmidt, Execution Creditor's Attorney, 35 Wale Street, Cape Town, 8001. (Ref. TAG/lm.)

Case 32788/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

ABSA Bank Limited, trading as United Bank (formerly United Bank Limited, formerly United Building Society Limited) *versus* **John Fondling and Linda Christina Fondling**

The following property will be sold in execution at the Magistrate's Court, front entrance of New Law Courts, North End, Port Elizabeth, on Friday, 25 February 1994 at 14:15, to the highest bidder:

Erf 7799, Bethelsdorp Extension 29, in extent 485 (four hundred and eighty-five) square metres, held by Deed of Transfer T66267/89, situated at 21 Neda Crescent, Bethelsdorp Extension 29, Port Elizabeth.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., w.c./shower, carpet/cer tile/vatile floors, brick walls, plaster ceilings and roof tiles.

Outbuilding: Garage.

2. *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 balance, plus interest at the current rate of 16% (sixteen 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.

Goldberg & De Villiers, Attorneys for Judgment Creditor, First Floor, University Chambers, 26 Bird Street, Port Elizabeth. (Ref. D. Ferreira/ejr.)

Case 4634/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Enver Deedat**, Plaintiff, and **Chuan Liang Hsu**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 15 July 1993 and subsequent warrant of execution, the following property will be sold in execution at 10:00 on 16 March 1994, on site, namely:

Erf 999, Schaap Kraal, also known as 19 Pearl Street, Schaap Kraal, consisting a brick residence under tiled roof with three bedrooms, lounge, kitchen, bathroom and toilet, and further take notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Mitchells Plain, and contain inter alia the following provisions:

1. 10% (ten per cent) of the purchase price on date of sale payable.

2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.

3. Possession subject to any lease agreement.

4. Reserve price to be read out at sale. The sale will be subject to any further conditions as may be read out at the time of the sale, which condition(s) will lie for inspection at the offices of the Sheriff, Mitchells Plain.

Dated at Claremont on this the 24th day of January 1994.

Smit Nel, 25 Draper Square, Draper Street, Claremont, 615177; P.O. Box 23476, Claremont, 7700. (Ref. JAM/BDA/D30108.)

Case 1064/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **NBS Bank Limited**, Plaintiff, and **George Edward Fuller**, First Defendant, and **Desiree Lenise Fuller**, Second Defendant

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Somerset West dated 4 May 1993, and a warrant of execution, the hereunder-mentioned property will be sold in execution on 1 March 1994 at 12:00, at 7 Flamink Road, Paardevlei, Somerset West, to the highest bidder:

Erf 7, Somerset West, situated in the Municipality of Somerset West, Division of Stellenbosch, measuring 464 (four hundred and sixty-four) square metres, or also known as 7 Flamink Road, Paardevlei, Somerset West.

Conditions of sale: The property shall be sold to the highest bidder, without reserve, and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

The purchase price will be payable as to a deposit of 10% (ten per centum) immediately on signature of the conditions of sale to the Sheriff of the Court, and the balance against transfer, to be paid cash or by bank-guaranteed cheque.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence, built of brick with asbestos roof, comprising two bedrooms, lounge/dining-room, kitchen, two bathrooms, shower, two toilets and concrete boundary walls.

The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Somerset West.

Dated at Somerset West on this the 26th day of January 1994.

M. Rose, for Morkel & De Villiers, Second Floor, Elwil Centre, 14 Caledon Street, Somerset West.

Case 45247/93

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **Mogamat Alodien Salle**, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises commonly known as 28 Lakeside Mews, corner of Ninth Avenue and Lake Road, Grassy Park, on Wednesday, 2 March 1994 at 14:20, namely:

Section 28, as shown and more fully described on Sectional Plan SS266/1993 in the scheme known as Lakeside Mews in respect of the land and building or buildings situated at Zeekoevlei in the Local Area of Grassy Park, Cape Division.

An undivided share of the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, in extent the floor area according to the sectional plan is 29 (twenty-nine) square metres, held by Certificate of Registered Title ST10120/1993 dated 23 August 1993, commonly known as 28 Lakeside Mews, corner of Ninth Avenue and Lake Road, Grassy Park, which property is said, without warranty as to the correctness thereof, to comprise of a flat on the ground floor consisting of, three bedrooms, kitchen, lounge, bathroom and toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. *The following improvements are on the property:* Flat on the ground floor consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this the 27th day of January 1994.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/gw/21733.)

Case 47691/93

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

In the matter between **Eastern Province Building Society**, Plaintiff, and **Brian Michael Engelbrecht**, First Defendant, and **Yvonne Judy Engelbrecht**, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises commonly known as 25 Lakeside Mews, corner of Ninth Avenue and Lake Road, Grassy Park, on Wednesday, 2 March 1994 at 14:00, namely:

Section 25, as shown and more fully described on Sectional Plan SS266/1993 in the scheme known as Lakeside Mews in respect of the land and building or buildings situated at Zeekoevlei in the Local Area of Grassy Park, Cape Division.

An undivided share of the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, in extent the floor area according to the sectional plan is 29 (twenty-nine) square metres, held by Certificate of Registered Title ST10099/1993 dated 20 August 1993, commonly known as 25 Lakeside Mews, corner of Ninth Avenue and Lake Road, Grassy Park, which property is said, without warranty as to the correctness thereof, to comprise of a flat on the ground floor consisting of bedroom, kitchen, bathroom and toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. *The following improvements are on the property:* Flat on the ground floor consisting of bedroom, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this the 27th day of January 1994.

Lindsay & Associated, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs P. Waters/gw/21764.)

Case 5062/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **NBS Bank Limited**, Plaintiff, and **William Granville George Eliot**, Defendant

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Somerset West dated 26 November 1993 and a warrant of execution, the hereunder-mentioned property will be sold in execution, on 1 March 1994 at 11:00, at 22 Morkel Street, Somerset West:

Erf 8901, Somerset West, situated in the Municipality of Somerset West, Division of Stellenbosch, measuring 1 149 (one thousand one hundred and forty-nine) square metres, or also known as 22 Morkel Street, Somerset West.

Conditions of sale: The property shall be sold to the highest bidder, without reserve, and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

The purchase price will be payable as to a deposit of 10% (ten per centum) immediately on signature of the conditions of sale to the Sheriff of the Court, and the balance against transfer, to be paid cash or by bank-guaranteed cheque.

The improvements to the above property are as follows:

Improvements: None.

The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Somerset West.

Dated at Somerset West on this the 26th day of January 1994.

M. Rose, for Morkel & De Villiers, Second Floor, Elwil Centre, 14 Caledon Street, Somerset West.

Saak 945/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BEAUFORT-WES GEHOU TE BEAUFORT-WES

In die saak tussen **Saambou Bank Beperk**, Eiser, en **Henderik van Heerden**, Verweerder

Geliewe kennis te neem dat ter uitvoering van 'n vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Vrydag, 25 Februarie 1994 om 11:00, te Blythstraat 7, Beaufort-Wes:

Restant Erf 718, Beaufort-Wes in die munisipaliteit en afdeling Beaufort-Wes, groot 2 998 (tweeënduisend negehonderd agt-en-negentig) vierkante meter, gehou kragtens Transportakte T23628/1993.

Die eiendom is geleë te Blythstraat 7, Beaufort-Wes, en bevat baksteenwoonhuis onder sinkdak bestaande uit twee slaapkamers, sitkamer, eetkamer, kombuis, badkamer en toilet.

Veilingvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe, en die reëls daarvolgens uitgevaardig en van die titelbewys in soverre dit van toepassing is.

2. 10% (tien persent) 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 15,5% (vyftien 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 tien (10) 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 ChesNous, Beaufort-Wes en sal onmiddellik voor die veiling uitgelees word.

Gedateer te Beaufort-Wes hierdie 17de dag van Januarie 1994.

Verster & De Villiers, Prokureurs vir Eiser, Nuwestraat 137, Posbus 19, Beaufort-Wes, 6970.

Case 28480/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Robert William Riddle**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town and writ of execution dated 9 September 1993, the following property will be sold in execution to the highest bidder at 47 South Road, Table View, on Tuesday, 8 March 1994 at 14:00, to the highest bidder:

Certain Erf 5196, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 1 004 square metres, held by Deed of Transfer T56188/91, also known as 47 South Road, Table View.

Consisting of single storey residential dwelling, built of brick walls and tiled roof, lounge/dining-room, kitchen, three bedrooms, bathroom, separate toilet, double garage converted into accommodation with separate entrance, games room, granny flat with bedroom, lounge, bathroom, swimming-pool and triple carport.

The conditions of sale may be inspected at the office of the Sheriff, Cape Town and will be read prior to the sale.

The material conditions are:

1. The sale shall be in terms of and subject to the Magistrates' Courts Act and rules.

2. 10% (ten per centum) of the purchase price shall be paid at the time of the sale and the balance together with interest on the Judgment Creditor's claim at 18,5% (eighteen comma five per centum) and on any preferent creditor's claim at the rate payable to such creditor from date of sale to date of transfer, guaranteed within 14 days of sale shall be paid on transfer.

3. The purchaser is liable for Sheriff's commission, transfer costs and duty, costs of execution and any amount due on the property to any local authority.

4. Possession shall be taken on date of sale.

Dated at Claremont on the 21st day of December 1993.

Coulter Van Gend & Kotze, Attorneys for Judgment Creditor, Second Floor, Norwich Life Terrace, 25 Protea Road, Claremont. (Ref. JVG/GS/AC: 13402.)

Case 283/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT KOKSTAD

In the matter between **G. J. M. Muller**, Plaintiff, and **A. A. Abrams**, First Defendant, and **W. Abrams**, Second Defendant

In pursuance of a judgment granted on 25 May 1993 in the Court of the Magistrate, Kokstad, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 5 March 1994 at 10:00, in front of the Magistrate's Court, Kokstad, to the highest bidder:

Description: Remainder of Portion 1 (Collywobbles) of the farm Rooipoort 196, in extent 42,3746 hectares, held by Deed of Partition Transfer T3282/78.

Postal address: Collywobbles Farm, Kokstad.

Nothing is guaranteed in these respects:

Material conditions:

(1) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

(2) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within fourteen (14) days after date of sale.

The full conditions may be inspected at the offices of the Sheriff of the Court, Kokstad, or at our offices.

Eagle Barnes & Heyns, Plaintiff's Attorneys, 90 Main Street, Kokstad.

Case 982/88

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Commissioner for Inland Revenue**, Plaintiff, and **J. I. Kacnis**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 12 April 1991, the following properties will be sold on Wednesday, 9 March 1994 at 10:15, at the Sheriff's Office, 11A Downing Street, King William's Town, to the highest bidder:

Erf 2089, King William's Town, Municipality and Division of King William's Town, measuring 809 (eight hundred and nine) square metres, situated at 15 Victoria Street, King William's Town, being three large industrial units—incomplete.

Erf 2131, King William's Town, Municipality and Division of King William's Town, measuring 4 047 (four hundred and forty-seven) square metres, situated at 192 and 194 Buffalo Road, King William's Town, being a garage with workshops behind. One dwelling which has been converted into a woodworking workshop.

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) 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 fourteen (14) 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.

3. The full conditions of the 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.

Dated at King William's Town this 25th day of January 1994.

Barnes & Ross, 126 Alexandra Road, King William's Town. (Ref. Mr Dormehl/08.)

Case 4399/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Boland Bank Limited**, Plaintiff, and **B. Hendel**, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 3 December 1993, the following property will be sold on 23 February 1994 at 10:00, on site at 27 St Peters Road, Southernwood, East London, to the highest bidder:

Erf Stand 191/90 (Section 4 SS Princen Hof), Municipality and Division of East London, in extent 142 square metres, held by deed of transfer (also known as 27 St Peters Road, Southernwood, East London), subject to the conditions referred to in the said deed of transfer.

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act, as also to the provisions of the title deed.

3. The property shall be sold, subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy. Subject to the foregoing, the purchaser shall be entitled to possession from the date of sale.

4. 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 prior to the sale.

Dated at East London this 26th day of January 1994.

Russell Esterhuizen & Sephton, Plaintiff's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. M. R. de Klerk.)

Case 16286/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of Southern Africa Limited**, Judgment Creditor, and **Arnold James Oliver Williams**, First Judgment Debtor, and **Amelia Annette Williams**, Second Judgment Debtor

In pursuance of a judgment of the Magistrate's Court, Mitchells Plain, dated 1 February 1993, and a writ of execution issued thereafter, the following property will be sold in execution at the site on 1 March 1994 at 10:00, to the highest bidder, namely:

Erf 15576, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 220 (two hundred and twenty) square metres, held by Deed of Transfer T7324/88, commonly known as 5 Waikiki Close, Portlands, Mitchells Plain, which has the following improvements but nothing is guaranteed, a brick dwelling under a tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale:

1. The property is sold voetstoots and ten per cent (10%) of the purchase price shall be paid in cash and the balance against transfer.

2. The full conditions of sale which will be read out by the auctioneer immediately prior to the sale, may be inspected at his office or that of the Sheriff for the Magistrate's Court.

Dated at Athlone this 26th day of January 1994.

Y. Ebrahim & Co., Plaintiff's Attorneys, 106 Athfin Centre, Church Street, Athlone. (Ref. YE/bd/F-96/92.)

Case 9512/93

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

In the matter between **Cape of Good Hope Bank Ltd**, Judgment Creditor, and **Miss Aldridge Koopman**, 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, 29 March 1994 at 12:00, and at the property of the following immovable property:

Erf 173, Blue Downs, situated in the Local Area of Blue Downs, Division of Stellenbosch, in extent 357 square metres, held by Deed of Transfer T39420/1992, situated at 21 Vega Close, Blue Downs, 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 provision of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A house consisting of lounge, kitchen, three bedrooms, one and a half bathroom and garage.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Kuils River, and at the offices of the undermentioned auctioneers:

Michael James Organisation, 63 Victoria Road, Somerset West.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/135135.)

Case 2444/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Graham Watts**, First Defendant, and **Dawn Queenie Watts**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 27 October 1993, and the warrant of execution dated 9 November 1993, the following property will be sold voetstoots, in execution, without reserve, to the highest bidder on 4 March 1994 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 4183, Walmer, in the Municipality and Division of Port Elizabeth, measuring 1 008 square metres, held by the Defendants under Deed of Transfer T77570/92, situated at 181 Fordyce Road, Walmer, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Vacant land.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per cent) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R20 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 31st day of January 1994.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Quinbrow Chambers, 15 Western Road, Port Elizabeth. (Ref. E. J. Murray.)

Case 10797/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Rahco Developers CC** (CK87/20517/23), Defendant

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Kuils River, dated 4 October 1993, and a warrant of execution, the hereunder-mentioned property will be sold in execution on 16 March 1994 at 11:00, at the Magistrate's Court, Strand, namely:

Erf 13939, The Strand, in the Municipality of the Strand, Division of Stellenbosch, measuring 431 (four hundred and thirty-one) square metres, or also known as Eerste River Building Supply, Forest Drive, Eerste River.

Conditions of sale:

The property shall be sold to the highest bidder, without reserve, and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder.

The purchase price will be payable as to a deposit of 10% (ten per centum) immediately on signature of the conditions of sale to the Sheriff of the Court, and the balance against transfer, to be paid cash or by bank-guaranteed cheque.

The improvements to the above property are as follows:

Improvements: Dwelling-house.

The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River.

Dated at Somerset West on this the 27th day of January 1994.

M. Rose, for Morkel & De Villiers, Second Floor, Elwil Centre, 14 Caledon Street, Somerset West.

Saak 310/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UNIONDALE GEHOU TE UNIONDALE

In die saak tussen **ABSA Bank Bpk.**, handeldrywend as Trust Bank (Santambank) *versus* **Petrus Basson Ackermann**

Ter uitvoering van 'n vonnis verkry en 'n lasbrief uitgereik, sal die volgende per openbare veiling verkoop word, op Vrydag, 18 Maart 1994 om 10:30, te die plaas bekend as Potjesfontein, Uniondale:

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, p.a. Landdroeskantoor, Uniondale.

Barrow & Coetzee, Baron van Reedestraat 41, Posbus 695, Oudtshoorn.

AANHANGSEL A

1. Restant van die plaas Potjesfontein 147, in die afdeling Uniondale, groot 265,9016 hektaar.
 2. Gedeelte 2 van die plaas Smutsdale 145, in die afdeling Uniondale, groot 235,2066 hektaar.
 3. Restant van Gedeelte 1 van die plaas Smutsdale 145, in die afdeling Uniondale, groot 427,7626 hektaar.
 4. Gedeelte 3 (gedeelte van Gedeelte 1) van die plaas Potjesfontein 147, in die afdeling Uniondale, groot 182,5141 hektaar.
 5. Restant van die Plaas 144, in die afdeling Uniondale, groot 137,6047 hektaar.
- Gehou kragtens Transportakte T53048/90, verbind en beswaar het.
- Barrow & Coetzee, Baron van Reedestraat 41, Posbus 695, Oudtshoorn.

IN DIE LANDDROSHOF VIR DIE DISTRIK UNIONDALE GEHOU TE UNIONDALE

In die saak tussen **ABSA Bank Bpk.**, handeldrywend as Trust Bank (Santambank) *versus* **Petrus Basson Ackermann**

Ter uitvoering van 'n vonnis verkry en 'n lasbrief uitgereik, sal die volgende per openbare veiling verkoop word, op Vrydag, 18 Maart 1994 om 10:00, te Uniestraat, Uniondale:

Erf 232, Uniondale, in die gebied van die Plaaslike Raad van Uniondale, afdeling Uniondale, groot 2 141 vierkante meter, gehou kragtens Transportakte T20646/90.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, p.a. Landdroskantoor, Uniondale.

Barrow & Coetzee, Baron van Reedestraat 41, Posbus 695, Oudtshoorn.

Case EL 18/93

IN THE SUPREME COURT OF SOUTH AFRICA
(East London Circuit Local Division)

In the matter between **Plumbers Haven CC**, trading as B G Plumbing Supplies, *versus* **P R Franklin**, trading as Advanced Plumbing,

In pursuance of a judgment granted in the Supreme Court (East London Circuit Local Division) and writ of execution dated 2 November 1993, by the above Honourable Court, the following will be sold in execution on Friday, 4 March 1994 at 11:00, by the Sheriff of the Court, at 22 East Bend Road, Beacon Bay, East London:

Erf 866, Beacon Bay, Municipality and Division of Beacon Bay, in extent 1 752 square metres, situated at 22 East Bend Road, Beacon Bay, East London.

The property consists of usual buildings/outbuildings.

Description: A single storey of eight roomed residence with kitchen, three bathrooms, w.c. and scullery with single garage and swimming-pool.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court rules made thereunder and of the title deeds in so far as these are applicable.
2. The purchase price shall be payable to as a deposit in cash of 10% (ten per centum) and the balance against transfer.
3. Conditions of sale which will be read out by the Sheriff of the Court, immediately prior to the sale may be inspected in his office at 18 Moore Street, Quigney, East London.
4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London this 1st day of February 1994.

Brown Hurlly & Miller, Fourth Floor, First National Bank Building, Oxford Street, East London. (Ref. Mr Miller/YN/B114/BZ9.)

Case 2053/92

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

In the matter between **United Bank Limited**, Judgment Creditor, and **W. P. Maasdorp**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Bellville, dated 11 March 1992 and a warrant of execution dated 2 March 1993, the following will be sold in execution on 26 February 1994 at 10:00, at the Sheriff's Offices, High Street, Tekkies Meubels, being:

Certain land situated at Erf 275, Keimoes, in the Municipality of Keimoes, Division of Gordonia, measuring 450 square metres, held under Deed of Transfer T24/1986, also known as Erf 1275, Church Street, Extension 6.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deed in so far as these are applicable.
2. The following improvements on the property are reported, but nothing is guaranteed: Plot.
3. *Payment:*
 - 3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;
 - 3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two per centum (22%) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 1st day of February 1994.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. Mrs Kruger/X2G0011.)

Case 7663/91

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

In the matter between **Alert Engine Parts (Pty) Ltd**, Plaintiff, and **F. Neethling**, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 21 May 1993, the undermentioned properties will be sold in execution at the undermentioned premises on Friday, 4 March 1994, at the following hours:

Vacant Erf 9011, Kuils River, in the Municipality of Kuils River, Cape Division, measuring 425 (four hundred and twenty-five) square metres, and known as 58 Amethyst Street, Kuils River, to be auctioned at 10:30.

Vacant Erf 9013, Kuils River, in the Municipality of Kuils River, Cape Division, measuring 400 (four hundred) square metres, and known as 62 Amethyst Street, Kuils River, to be auctioned at 10:45.

Vacant Erf 9029, Kuils River, in the Municipality of Kuils River, Cape Division, measuring 400 (four hundred) square metres, and known as 20 Diamond Street, Kuils River, to be auctioned at 11:00.

Vacant Erf 9031, Kuils River, in the Municipality of Kuils River, Cape Division, measuring 425 (four hundred and twenty-five) square metres, and known as 24 Diamond Street, Kuils River, to be auctioned at 11:15.

Vacant Erf 9034, Kuils River, in the Municipality of Kuils River, Cape Division, measuring 447 (four hundred and forty-seven) square metres, and known as 27 Onyx Street, Kuils River, to be auctioned at 11:30.

Vacant Erf 9035, Kuils River, in the Municipality of Kuils River, Cape Division, measuring 378 (three hundred and seventy-eight) square metres, and known as 25 Onyx Street, Kuils River, to be auctioned at 11:45.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 1st day of February 1994.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

NATAL

Case 70517/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Kanthadevi Naidoo**, Defendant

In pursuance of a judgment granted on 17 November 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 22 February 1994 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Lot 228, Kharwastan, situated in the City of Durban, Administrative District of Natal, in extent 1 197 square metres, which property description now reads Subdivision 228 of Lot 3, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 1 197 square metres, address 28 Salvia Road, Kharwastan, Chatsworth.

Improvements: Brick under tile roof dwelling comprising four bedrooms, lounge, dining-room, kitchen, two toilets and bathroom.

Outbuilding: Two rooms and kitchen.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price, and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011483.)

Case 70516/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Eva Philemon**, Defendant

In pursuance of a judgment granted on 17 November 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 22 February 1994 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 866 of 1863 of the farm Chat Four 14716, situated in the City of Durban, Administrative District of Natal, in extent 447 square metres.

Address: 70 Detroit Street, Havenside, Chatsworth.

Improvements: Semi detached block under tile roof dwelling comprising of two bedrooms, lounge, kitchen, toilet/bathroom.

Outbuilding: Two rooms, kitchen and bathroom/kitchen.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price, and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011484.)

Case 12697/93

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **N. Els**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pinetown, dated 26 November 1993 and writ of execution, dated 29 November 1993 the immovable property listed hereunder will be sold in execution on Friday, 4 March 1994 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Section 1 of the sectional scheme known as La Poinpe-Auxpiments, Section Scheme 158/1981, situated in the Borough of Westville, City of Durban, in extent 157 square metres, and held under Sectional Title ST180/1987.

Physical address: 20A Constance Cawston Road, Westville.

Conditions:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling under brick and tile, lounge, dining-room, three bedrooms, one and a half bathrooms, garage, pool and an open plan kitchen with eyelevel oven and hob.

3. The purchase price shall be paid as to 10% (ten per cent) thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per cent) per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Messenger of Court, Pinetown, immediately prior to the sale may be inspected at his office at 62 Caversham Road, Pinetown, Natal.

Dated at Pinetown this 27th day of January 1994.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, Fourth Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/T478T.)

Case 56/91

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **R. V. Buthelezi**, Defendant

In pursuance of a judgment granted in the above Honourable Court, on 25 September 1991, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 22 February 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site A869, Ezakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G1546/85.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Brick under tile dwelling, comprising three bedrooms, living-room, kitchen, w.c. and bathroom, garage and carport and a verandah, extent 300 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River, on 22 February 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Black Group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 26th day of January 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF147.)

Case 12432/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Baba Paulos Ximba**, Defendant

In pursuance of a judgment granted on 3 January 1994, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 4 March 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit H440, in the Township of KwaMashu, District of Ntuzuma, in extent of 478 square metres, represented and described on General Plan PB247/1978, held under Deed of Grant 6037/87, signed at Ulundi on 5 June 1987.

Physical address: H440, KwaMashu.

Improvements: Single storey brick under tile dwelling comprising three bedrooms, bathroom and toilet, kitchen, lounge with dining-room, single garage (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price, in cash or by bank guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Inanda (Area 1), or at the offices of Strauss Daly Inc.

Dated at Durban this 27th day of January 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardener Street, Durban, 4001; c/o Oakford Priory, P.O. Oakford, Verulam. (Ref. Mrs D. Varty/Z20929/OE.)

Case 3248/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Zimu Richard Ntunja**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendants, will be sold in execution on 25 February 1994 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu Flag Post, to the highest bidder for cash, without reserve:

Ownership Unit 352, Unit A, in the Township of Umlazi, District of Umlazi, Natal, in extent of 286 (two hundred and eighty-six) square metres held under Deed of Grant G364/81.

The following information relating to the property is furnished but not guaranteed in any way: The property is situated at Ownership Unit 352, Unit A, in the Township of Umlazi, District of Umlazi, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warnsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 27th day of January 1994.

Austen Smith, Plaintiff's Attorney, Warnsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/jh/K186.)

Case 3276/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Tropical Island and Property and Leisure No. 10 CC** (No. CK89/38542/23), Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, dated 12 November 1993, the following immovable property will be sold in execution on 4 March 1994 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Subdivision 10 (of 2) of Lot 1015, Port Edward, situated in the Port Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 625 square metres.

The following information is furnished regarding the property, but is not guaranteed.

The property is situated at 10 Barbados Street, Port Edward, 4295.

Upon the property is vacant land.

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 24th 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 3438/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Nkosiyezwe Livingstone Xaba**, Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 10 December 1992, the following immovable property will be sold in execution on 4 March 1994 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership 1931, Gamalakhe, situated in the Township of Gamalakhe District of Izingolweni, and in the Southern Natal Joint Service Board Area, Administrative District of Natal, in extent 372 square metres.

The following information is furnished regarding the property, but is not guaranteed.

The property is situated at Ownership 1931, Gamalakhe.

Upon the property is a dwelling under brick and tile consisting of a garage, two bedrooms, main-en-suite, kitchen, lounge and dining-room.

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 25th 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 7456/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Mr Allan Ramdhani**, First Defendant, and
Mrs Samkelisiwe Moira Ramdhani, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 16 November 1993 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Sheriff Inanda, Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 25 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 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, namely:

Lot 680, Longcroft, situated in the City of Durban, Administrative District of Natal, in extent 294 (two hundred and ninety-four) square metres, which property is physically situated at 78 Glencroft Place, Longcroft, Phoenix, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T6331/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a block under asbestos semi-detached dwelling consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

Zoning: The property is zoned for special residential 180 purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this 9th day of August 1993.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U016/022058/Mrs Chelin.)

Case 8349/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Limited**, Plaintiff, and **Moresi Elizabeth Lesuthu**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 22 January 1993 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff for the Supreme Court, Durban Central, on Friday, 25 February 1994 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, without reserve:

Property description:

(a) Section 8, as shown and more fully described on Sectional Plan 371/84, in the scheme known as Ana Capri, in respect of the land and building or buildings situated at City of Durban, Local Authority Area of Durban, Natal, of which section the floor area, according to the said sectional plan is forty-four (44) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer T2714/92, subject to the conditions therein contained.

Physical address of property: 8 Ana Capri, St Andrews Street, Durban.

Zoning of property: General Residential 5.

Improvements of property (but nothing is guaranteed in respect thereof): Ground floor bachelor flat, in brick plastered building situated opposite Albert Park, comprising lounge and fitted cupboard, bedroom, kitchen, bathroom consisting of bath, basin and toilet. The flat is airconditioned.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Durban Central, within fourteen (14) days after the date of sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act 89 of 1991 shall be borne by the purchaser.
 4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s, if any, from date of sale to date of registration of transfer, as set out in the conditions of sale.
 5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs, if any, taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
 6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.
- Dated at Durban this 10th day of January 1994.
- Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. SWA/jdd/15.F2096.A2.)

Case 5720/92

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

In the matter between **Eastern Province Building Society**, Execution Creditor, and **Dahi Poona**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Durban, dated 2 June 1993 and 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 entrance, Magistrate's Court Building, Somtseu Road, Durban, to the highest bidder:

Description: Subdivision 5 (of Subdivision 4) of Lot 366, Brickfield, situated in the City of Durban, Administrative District of Natal, in extent 795 square metres.

Postal address: 159 South Road, Overport, Durban.

Improvements (but nothing is guaranteed in respect thereof): Brick under tile dwelling consisting of five bedrooms, kitchen, lounge, dining-room, cellar and two balconies. An outbuilding containing three bedrooms, bathroom and toilet and garage.

1. The sale shall be subject to the terms and conditions of the Magistrates' Court 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) plus VAT 14% (fourteen per cent) of the purchase price in cash at the time of the sale.
 3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within twenty-one (21) days after the date of the sale.
 4. The purchaser shall be liable for payment of interest at the rate of 15,25% (fifteen 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 of the Execution Creditor and the purchaser shall pay transfer costs including arrear and current levy and mortgage bond instalments, sewerage connection fees, if any, taxes and other charges necessary to effect transfer, upon request by the said attorneys.
 6. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.
- Dated at Durban this 18th day of January 1994.
- N. J. MacRitchie, for Norman MacRitchie & Craig Buck, Judgment Creditor's Attorneys, 1501 Metal Industries House, Ordnance Road, Durban. (Ref. N. J. MacRitchie/jst/ZE0018/2.)

Case 44261/93

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

In the matter between **ABSA Bank Limited**, Execution Creditor, and **Joseph Hennigan**, Execution Debtor

In pursuance of judgment granted on 25 October 1993, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 3 March 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 1 of Lot 825, Sea View, situated in the City of Durban, Administrative District of Natal, 1 460 (one thousand four hundred and sixty) square metres.

Postal address: 18 Montclair Road, Montclair, Durban, 4011.

Improvements: Brick under tile dwelling consisting of entrance-hall, lounge, dining-room, bar, kitchen, scullery, three bedrooms, two bathrooms and toilets, shower and toilet and verandah.

Town-planning: Zoning: Special Residential 900; Special privileges: Nil.

Nothing is guaranteed in these respect.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, 101 Lejaton, 40 St Georges' Street, Durban, or at our offices.

Dated at Durban this 21st day of January 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/016/019006/Mrs Chetty.)

Case 5439/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Sham Haricharan**, First Defendant, and **Mrs Nirmala Haricharan**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local), on 30 August 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of Verulam, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 25 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 Suite 7, Foresum Centre, Old Main Road, Tongaat, namely:

Lot 221, Everest Heights, situated in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 568 (one thousand five hundred and sixty-eight) square metres, which property is physically situated at 15 Shari Drive, Everest Heights, Verulam, 4340, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T19364/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, store-room, two garages and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs by transfer and transfer duty.

Dated at Durban this the 21st day of January 1994.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/U178/019008/Mrs Chetty.)

Saak 2880/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Nobuti Ezekiel Mazibuko**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 2 Desember 1993 sal die ondervermelde eiendom op 2 Maart 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 2289, Osizweni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelaktes daarvan.

Gedateer te Newcastle op hede die 21ste dag van Januarie 1994.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Boizi William Maphanga**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 1 Desember 1993 sal die ondervermelde eiendom op 2 Maart 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteelk aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit F1680, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelaktes daarvan.

Gedateer te Newcastle op hede die 21ste dag van Januarie 1994.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 1964/91

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bongani Mthethwa**, Defendant

In pursuance of judgment granted on 21 February 1992, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 2 March 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 BB696, in extent 383 square metres, situated in the Township of Umlazi, represented and described on General Plan PB409/1984, held by virtue of Deed of Grant G5508/86.

Physical address: Ownership Unit BB696, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey maxi brick/plaster and tile dwelling (71 m²), comprising kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority. Improvements: Verandah (12 m²).

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale, produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 23% (twenty-three per cent) per annum to the Plaintiff, from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupations 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 20th day of January 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z00769/MM.)

Case 1626/89

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Mandlakhe Pius Phungula**, Defendant

In pursuance of judgment granted on 20 March 1990, 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 2 March 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 P227, in extent 373 square metres, situated in the Township of Umlazi, represented and described on General Plan B.A. 10/1967, held by virtue of Deed of Grant 3264/231.

Physical address: Ownership Unit P227, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of:

A single storey brick/plaster and asbestos dwelling (54 m²), comprising kitchen, dining-room, lounge, two bedrooms, bathroom and w.c.. Municipal electricity, water supply and sanitation: Local Authority. Electricity: Readyboard.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale, produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 20% (twenty per cent) per annum to the Plaintiff, from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupations 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 20th day of January 1994.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z19699/MM.)

Case 1617/92

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

In the matter between **Nedperm Bank Limited**, formerly trading as South African Permanent Building Society, Plaintiff, and **Thasela Winniefreda Mapumulo**, Defendant

In pursuance of judgment granted on 25 February 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution to the highest bidder on 2 March 1994 at 10:00, at the front entrance of the Magistrate's Court, Umlazi:

Description of property: Ownership Unit 10, in the Township of Umlazi, Unit 21, District of Umlazi, in extent four hundred and fifty-nine (459) square metres, represented and described on General Plan B.A. 83/1976.

Consisting of a dwelling under tile roof with fence, comprising of three bedrooms, bathroom, kitchen, dining-room and outbuilding.

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 22% (twenty-two per cent) per annum to the Plaintiff, on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

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

B. Perumaul, for A. Christopher Incorporated, Plaintiff's Attorneys, Sixth Floor, Permanent Buildings, 343 Smith Street (bay passage entrance), Durban. (Ref. Mrs Perumaul/vc/585.)

Saak 4432/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **Die Stadsraad van die Munisipaliteit van Newcastle**, Eksekusieskuldeiser, en **J. N. Singh**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 7 Desember 1993, word die ondervermelde eiendom op 2 Maart 1994 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Onderverdeling 2 van Erf 35, Newcastle.

Die eiendom is verbeter maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, te Yorkstraat, Newcastle, en is onder andere die volgende:

1. Die eiendom sal deur die Balju van die Landdroshof by wyse van openbare veiling aan die hoogste bieder verkoop word vir kontant, maar sodanige verkoping is onderhewig aan bekragtiging deur die Vonnisiskuldeiser of sy prokureurs binne 10 dae vanaf datum van verkoping.

2. Die koper sal 'n deposito betaal van 10% (tien persent) van die koopprys op tekening van die verkoopvoorwaardes en die balans van die koopprys plus rente teen 18% (agtien persent) per jaar vanaf die datum van die verkoping tot op datum van registrasie van transport sal gewaarborg word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg wat gelewer moet word binne veertien (14) dae vanaf die datum van verkoping.

Gedateer te Newcastle op hede die 14de dag van Januarie 1994.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 7030/93

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

In the matter between **NBS Bank Limited** (Reg. No. 87/01384/06), Execution Creditor, and **Kenneth Mveli Thamsanqa Mavundla**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 6 July 1993, the property listed hereunder will be sold in execution on 4 March 1994 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit A4784, kwaNdengezi, situated in the Township of kwaNdengezi, District of Mpumalanga, in extent four hundred and sixty-five (465) square metres.

Postal address: Unit A4784, kwaNdengezi Township, Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey concrete block and tile dwelling consisting of: Lounge/dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, entrance hall, pergola, paving.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 17th day of January 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/164.)

Case 8319/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Allied Bank** (a division of ABSA Bank Limited) (No. 86/04794/06), Execution Creditor, and **Sibongiseni Leopold Cagwe**, Execution Debtor

In pursuance of a judgment granted on 14 October 1992, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 25 February 1994 at 10:00, in front of the Magistrate's Court, Verulam, to the highest bidder:

Description: A certain piece of land being: Site D2012, situated in the Township of kwaMashu, District of Ntuzuma, in extent (four hundred and thirty-nine) square metres.

Postal address: D2012 kwaMashu.

Improvements: Brick under tile dwelling comprising: Three bedrooms, lounge, kitchen, toilet, bathroom, although nothing in this regard is guaranteed.

Town-planning zoning: Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
 3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
 4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
 5. The full conditions may be inspected at the offices of the Sheriff of the Court, Verulam, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, or at our offices.
- Christides Whatmore & Co., Plaintiff's Attorney, Fifth Floor, Morningside Chambers, 510-512 Windermere Road, Morningside, c/o Allied Group Limited, Green Cat Centre, 51C Todd Street, Verulam. (Ref. Miss Holmes/C.02/005.)

Case 24716/93

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), Execution Creditor, and **Bhekukwenza Thusi**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Durban, and writ of execution dated 22 July 1993, the property listed hereunder will be sold in execution on 3 March 1994 at 10:00, in front of the Magistrate's Court, Somtseu Road entrance, Durban, to the highest bidder:

All the Execution Debtor's right, title and interest in and to the leasehold over: Lot 2519, Lamontville, situated in the City of Durban, Administrative District of Natal, in extent three hundred and fifty-five (355) square metres.

Postal address: Lot 2519, Lamontville Township, Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey concrete block and tile dwelling consisting of: Lounge/dining-room, kitchen, three bedrooms, bathroom, w.c., paving slabs.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Durban South. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 18th day of January 1994.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/153.)

Case 39736/91

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

In the matter between **Nedperm Bank Limited** formerly trading as South African Permanent Building Society, Plaintiff, and **Raymond Bhekani Radebe**, Defendant

In pursuance of a judgment granted on 10 September 1991, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 March 1994 at 10:00, at the front entrance of the Magistrate's Court, Umlazi.

Description of property: Ownership Unit 712, in the Township of Umlazi-BB, District of Umlazi, in extent of three hundred and seventy-three (373) square metres, represented and described on General Plan PB30/1985.

Consisting of: A block plastered under tiled roof dwelling with concrete fence, consisting of three bedrooms, bathroom, kitchen and lounge.

Postal address: Unit 712, Umlazi-BB, Umlazi.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

1.2 The property shall be sold as it stands i.e. voetstoets 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 seven five per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 19th day of January 1994.

S. Perumaul, for A Christopher Incorporated, Plaintiff's Attorneys, Sixth Floor, Permanent Buildings, 343 Smith Street (Bay Passage entrance), Durban. (Ref. Mrs Perumaul/vc/468.)

Case 2322/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Velaphi Japhet Ndlovu**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 25 February 1994 at 10:00, on the steps of the east entrance to the Magistrate's Court, at Umbumbulu, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 1619, Unit A in the Township of kwaMakhutha, District of Umbumbulu, Natal, in extent 431,40 (four hundred and thirty-one comma four zero) square metres, represented and described on Deed of Grant 177/120.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1619, Unit A in the Township of kwaMakhutha, District of Umbumbulu, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 17th day of January 1994.

Austen Smith, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/jh/45/K0113/B3.)

Case 3051/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Bekizizwe Samson Mdlalose**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 25 February 1994 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post, to the highest bidder for cash, without reserve:

Ownership Unit 294C, situated at Umlazi, District of Umlazi, Natal, in extent of 1 848 (one thousand eight hundred and forty-eight) square metres, held under Deed of Grant 3087/484.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 294C, situated at Umlazi, District of Umlazi, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg on this 12th day of January 1994.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/jh/K176.)

Case 5504/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **NBS Bank Limited**, Execution Creditor, and **Mohideen Shaik**, First Execution Debtor, and **Julie Shaik**, Second Execution Debtor

In pursuance of a judgment of this Court and writ of execution dated 6 September 1993, the immovable property listed hereunder will be sold in execution on 25 February 1994 at 10:00, on the front steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder. The sale is however subject to a reserve price of R555 387,36 together with interest thereon calculated at the rate of 18% (eighteen per cent) per annum from 1 June 1993 to date of payment and capitalised monthly in arrear.

Description: 1. Remainder of Subdivision 8 of Lot 615, Durban, situated in the City of Durban, Administrative District of Natal, in extent 898 (eight hundred and ninety-eight) square metres, held by Deed of Transfer T5046/93.

The immovable property is situated at 31 Ferndale Road, Upper Morningside, Durban.

Zoning: Special Residential.

Improvements: A modern, attractive, well-fitted, double storey brick dwelling facing north-east, with a double garage and remote control doors, comprising a slate roof, three bedrooms, lounge, dining-room, kitchen with eye-level oven, hob and extractor fan, a pantry, two bathrooms, intercom, three toilets, dressing-room, an entrance-hall and verandah. Pool, rockery and canopies. The outbuildings consist of a flatlet comprising lounge, two rooms, bathroom, shower and toilet. Also servants' quarters, store-room, toilet and shower. The property is pre-con fenced. 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 Supreme Courts' Act, No. 59 of 1959, 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 ten per centum (10%) 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 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 Supreme Court, Durban Central, Telephone 368-2100/1/2. (Ref. Mr Bruwer.)

Dated at Durban on this the 5th day of January 1994.

P. E. Price, for Chapman Dyer Miles & Moorhead Inc., Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. [Tel. (031) 304-2511.] [Fax (031) 304-2870/304-2522.] (Ref. PEP/mjp/10 N 3206/93.) (PEP 402.FCL.)

Case 5367/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE**

In the matter between **First National Bank of SA Limited**, Execution Creditor, and **Haresh Thirbhowan Singh**, in his capacity as administrator of the joint estate existing between him and **Navlika Singh**, Execution Debtor

In pursuance of a judgment of the above Court dated 20 January 1993, and a warrant of execution, Subdivision 1 of Lot 987, Newcastle, situated in the borough of Newcastle, Administrative District of Natal, in extent 941 square metres, will be sold in execution on 2 March 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 consisting of five rooms with kitchen, bathroom and outbuildings consisting of a garage and servants' quarters.

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.

M. T. de Quintal, Attorney for Execution Creditor, Du Toit-Holborn-Boshoff, 46 Voortrekker Street; P.O. Box 36, Newcastle, 2940. [Tel. (03431) 27234/26226.]

Case 560/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Aroomugam Muthrian**, First Execution Debtor, and **Edith Muthrian**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 10 February 1992, the following immovable property will be sold in execution on 25 February 1994 at 11:00, at the Sheriff's saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 1602 of Lot 1592, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 330 (three hundred and thirty) square metres, situated 17 Pansy Road, Newholmes, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of three bedrooms bathroom, kitchen and two spare rooms.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G798.)

Case 28449/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **NBS Bank Limited**, Plaintiff, and **Steven Naicker**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 14 January 1993, the following immovable property will be sold in execution on Friday, 4 March 1994 at 11:00, at the Sheriff's saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 4115 (of 3814) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 285 (two hundred and eighty-five) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 123 Regina Road, Northdale, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under block and asbestos, comprising two bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank of 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 24th day of January 1994.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 4963/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedperm Bank Limited**, Execution Creditor, and **Ametha devi Ramnath**, First Execution Debtor, and **Ravinath Ramnath**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 24 April 1991, the following immovable property will be sold in execution on 25 February 1994 at 11:00, at the Sheriff's saleroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 3253 (of 3232), of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 658 (six hundred and fifty-eight) square metres, situated at 325 Balhambra Way, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of brick under iron roof, consisting of three bedrooms, bathroom and kitchen.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G186.)

Case 26140/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

In the matter between **Nedcor Bank Limited**, Execution Creditor, and **Bongani Gordon Tshabalala**, First Execution Debtor, and **Zanele Cordelia Tshabalala**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 19 November 1993, the following immovable property will be sold in execution on 25 February 1994 at 11:00, at the Sheriff's saleroom 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 6 of Lot 203, Edendale, situated in the Administrative District of Natal, in extent 1 199 (one thousand one hundred and ninety-nine) square metres, situated at Subdivision 6 of Lot 203, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under concrete tile roof, consisting of three bedrooms, one and a half bathroom, kitchen, dining-room and lounge.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. G355.)

Case 22044/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

Nedcor Bank Limited, Execution Creditor, and **Mboniswa Elvis Nene**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 22 September 1993, the following immovable property will be sold in execution on 25 February 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Overship Unit 3034 Imbali II, in the Township of Edendale-DD, District of Pietermaritzburg, in extent three hundred and seventy two (372) square metres, represented and described on General Plan PB 75/1980, situated at 2542 Ntsingizi Road, Imbali, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under asbestos roof, consisting of two bedrooms, kitchen, lounge and servant's toilet.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

Tatham, Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 23217/93

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

Nedcor Bank Limited, Execution Creditor, and **Maqhinga Wilson Mathonsi**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 15 November 1993, the following immovable property will be sold in execution on 25 February 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 51 (of 1) of Lot 286 Edendale, situated in the Administrative District of Natal, in extent one thousand and eighty-seven (1 087) square metres, situated at Nhlazatshe Road, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single-storey dwelling-house constructed of concrete under concrete tile roof, consisting of three bedrooms, bathroom, kitchen, dining-room and lounge.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

Tatham, Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 3597/93

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Jagathesan Moodley**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Tuesday, 14 December 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office on Friday, 25 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 Number 5, The Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 4199 of Lot 3814 of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and seventeen (417) square metres, which property is physically situated at 118 Reservoir Road, Pietermaritzburg, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T9532/89.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling-house brick under tile, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten percent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this the 11th day of January 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Cecil Singatha Ntloko**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 10 January 1994, 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:

Remainder of Lot 54, Edendale, situated in the Administrative District of Natal, in extent six thousand nine hundred and eighty-six (6986) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at Lot 54, Edendale, Pietermaritzburg, which property consists of land improved by a double-storey dwelling-house under brick and tile, comprising five bedrooms, two bathrooms, two w.c.'s, lounge, kitchen and verandah. Outbuildings consists of two garages, servants' quarters, store, w.c. Other consists of cottage of three bedrooms, lounge, dining-room and kitchen.

Material condition of sale: The purchaser shall pay ten (10%) 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, Pietermaritzburg, within fourteen (14) days of the 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 19th day of January 1994.

Leslie Simon Pretorius & Dawson, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 29647/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Harold Zola Kwitshana**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 21 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:

Ownership Unit 468, Imbali (1255) in the Township of Edendale DD, City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and eighty-three (483) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situate at 468 Mthombothi Road, Imbali, Pietermaritzburg, which property consists of land improved by a single storey dwelling house under brick and tile comprising two bedrooms, bathroom, w.c., lounge, dining-room, kitchen and front verandah. Outbuildings consist of w.c. Improvements consist of concrete fence and concrete paving.

Material condition of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 19th day of January 1994.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 30287/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Anthony Duduza Khumalo**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 10 January 1994, 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:

Site 1255 (Unit BB), situated in the Township of Edendale East, City of Pietermaritzburg, Administrative District of Natal, in extent four hundred and twenty (420) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situate at Site 1255 (Unit BB), Edendale East, Pietermaritzburg, which property consists of land improved by a single storey dwelling house under block and tile comprising three bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

Material condition of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 19th day of January 1994.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 29647/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Angus Victor Graham Galbraith**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 21 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 152 (of 125) of Lot A.B.C.D.E.F.G. No. 1789, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 3 828 (three thousand eight hundred and twenty-eight) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situate at 478 Celtic Road, World's View, Pietermaritzburg, which property consists of land improved by a single storey dwelling house under brick and tile, comprising two bedrooms, two bathrooms, two showers, three 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 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 19th day of January 1994.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 28301/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Michael Edmund Woodroffe**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 10 January 1994, 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 1257 (of 1236) of Lot 1692 Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and fifty-two (252) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situate at 44 Viola Place, Eastwood, Pietermaritzburg, which property consists of land improved by a single storey dwelling house under brick and tile, comprising three bedrooms, bathroom, w.c., 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 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 19th day of January 1994.

Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 3702/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Limited**, Plaintiff, and **Glen David Kolm**, First Defendant, and **Dawn Patricia Kolm**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division, on Tuesday, 21 December 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Pietermaritzburg, on the steps of his office on Friday, 25 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 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 6 of Lot 2301, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent eight hundred and ninety-eight (898) square metres, which property is physically situated at 103 Pine Street, Pietermaritzburg, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T25768/89.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey dwelling house brick under iron, consisting of an entrance-hall, lounge, dining-room, family room, kitchen, pantry, five bedrooms, bathroom and toilet and a shower and toilet. There is an outbuilding consisting of two servants' rooms, store-room, laundry and a garage and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrears 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 16% (sixteen per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this the 11th day of January 1994.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 21120/92

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

In the matter between **Cash & Carry Wholesalers**, Execution Creditor, and **Krishna Naidoo** (formerly trading as Naidoo's Store & Cafe), First Execution Debtor, and **Gary Naidoo** (formerly trading as Naidoo's Store & Cafe), Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 4 December 1992, the following immovable properties will be sold in execution on 25 February 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

The properties are as follows:

1. The Remainder of Subdivision 3 of Lot 2048, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and sixty-seven (367) square metres, situated at 17 Retief Street, Pietermaritzburg.

2. Subdivision 2 of Lot 2048, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and seventy-one (371) square metres, situated at 19 Retief Street, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single storey building constructed of face brick under corrugated iron roof, consisting of a butchery, restaurant, pharmacy, two beer halls, two outside toilets, and a concrete fenced-off parking area.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 20th day of January 1994.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. YCOL/71.)

Case 29732/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Theresea Nontuthuzelo Nciweni**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 21 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:

Lot 202, Panorama Gardens, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and sixty (360) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 58 Navan Boulevard, Panorama Gardens, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and tile, comprising two bedrooms, bathroom, w.c., lounge, dining-room, kitchen and a front verandah. No outbuildings.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 25th day of January 1994.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 28394/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **W. Z. Msane**, Defendant

In pursuance of a judgment granted by the above Honourable Court dated 2 December 1993, the following immovable property will be sold in execution on 4 March 1994 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 254 (of 245) of Lot 1774, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and sixty-seven (267) square metres.

The following information is furnished regarding the property but is not guaranteed: A dwelling with asbestos roof, consisting of lounge, kitchen, two bedrooms, bathroom, shower and w.c.

The property is situated at 166 Mysore Road, Northdale, Pietermaritzburg.

Material conditions of sale: The purchaser shall pay (10%) ten per cent of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff within (14) fourteen days of the date of the sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contract the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

M. E. Cajee, for Cajee & Associates, Execution Creditor's Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/GM.)

Saak 4986/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited**, Eksekusieskuldeiser, en **Thabitha Nontando Gumenge**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 7 Desember 1993, word die ondervermelde eiendom, op 2 Maart 1994 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel A3739, Osizweni-dorpsgebied, distrik Newcastle.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling;
2. Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 25ste dag van Januarie 1994.

V. R. H. Southey, vir Hopkins & Southey, Prokureurs vir Eiser, Bo Grond Verdieping 12, S A Perm Arcade, Scottstraat 58, Newcastle.

Case 4986/93

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, ion Limited, Plaintiff, and **Thabitha Nontando Gumenge**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 7 December 1993, the undermentioned property will be sold in execution on 2 March 1994 at 10:00, at the front entrance of the Magistrate's Court Newcastle, namely:

A certain Site Unit 3739, Unit A, Osizweni Township.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction;
2. The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 25th day of January 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S A Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Case 3050/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Makepeace Thamsanqa Dlamini**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 25 February 1994 at 12:00, at the main south entrance to the Magistrate's Court, Umlazi, near the National and KwaZulu flag post, to the highest bidder for cash, without reserve:

Ownership Unit H1003, situated at Umlazi, District of Umlazi, Natal, in extent of 325 (three hundred and twenty-five) square metres, held under Deed of Grant 198/129.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit H1003, situated at Umlazi, District of Umlazi, Natal.
2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 26th day of January 1994.

Austen Smith, Plaintiff's Attorney, Warmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. PRJD/jh/K170.)

Case 5104/90

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, No. 86/04794/06), Execution Creditor, and **Diplal Dukkan and Meenaxi Amratlal Dukkan**, Execution Debtors

In pursuance of a judgment granted on 28 February 1990, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 1 March 1994 at 14:00, in front of the Magistrate's Court, Sontseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Lot 235, Kenville Township, situated in the City of Durban, County of Victoria, Province of Natal, in extent five hundred and fifty-three (553) square metres and now known as Lot 235, Kenville, situated in the City of Durban, Administrative District of Natal, in extent five hundred and fifty three (553) square metres.

Postal address: 221 Rosary Road, Kenville.

Improvements: Brick and tile dwelling consisting of three bedrooms, lounge, dining-room, kitchen, prayer room, bathroom and toilet, toilet and shower, although nothing in this regard is guaranteed.

Town-planning: Zoning Residential.

Special Privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject of the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within 14 days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.
4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.
5. The full conditions may be inspected at the office of the Sheriff of the Court, Durban, Sontseu Road, or at our offices.

Christides Whatmore & Co., Plaintiff's Attorney, Fifth Floor, Morningside Chambers, 510-512 Windermere Road, Morningside. (Ref. Miss Holmes/D.02/005).

Saak 4989/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Limited** Eksekusieskuldeiser, en **Nolumgelo Ellen Mkhwanazi**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 7 Desember 1993, word die ondervermelde eiendom op 2 Maart 1994 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel E7465, Madadeni-dorpsgebied, distrik Newcastle.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

- (1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
- (2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 20ste dag van Januarie 1994.

V. R. H. Southey, vir Hopkins & Southey, Prokureurs vir Eiser, 12 Bo Grondvloer, SA Perm Arcade, Scottstraat 58, Newcastle.

Case 4989/93

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

In the matter between **KwaZulu Finance & Investment Corporation Limited**, Plaintiff, and **Nolungelo Ellen Mkhwanazi**, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 7 December 1993, the undermentioned property will be sold in execution on 2 March 1994 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain site Unit 7465, Unit E, Madadeni Township.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

- (1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
- (2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle on this the 20th day of January 1994.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, Upper Ground Floor, S A Perm Arcade, 58 Scott Street, Newcastle.

Saak 128/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLIPRIVIER GEHOU TE EZAKHENI

In die saak tussen **KwaZulu Finance and Investment Limited**, Eksekusieskuldeiser, en **Lion Alton Mbhele**, Eksekusieskuldenaar

Ingevolge uitspraak van bognenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 27 Augustus 1992, word die ondervermelde eiendom om 15:00, op 1 Maart 1994, voor die Landdroshof, Ezakheni, geregtelik verkoop, naamlik:

Sekere Perseel E2987, Ezakheni-dorpsgebied, distrik Emnambithi.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju, van die Landdroshof, te Poortstraat 5, Ladysmith, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddelik na afloop van die veiling.
2. Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 20ste dag van Januarie 1994.

Hopkins & Southey, Prokureurs vir Eiser, 12 Bo Grondvloer, S A Perm Arcade, Scottstraat 58, Newcastle; KwaZulu Finance & Inv., Bloustraat 31, Ezakheni Nywerheidsgebied, Posbus 780, Ladysmith.

Case 128/92

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Lion Alton Mbhele**, Defendant

In pursuance of a judgment of the Court of the magistrate of Ezakheni, and a writ of execution dated 27 August 1992, the undermentioned property will be sold in execution on 1 March 1994, at 10:00, at the front entrance of the Magistrate's Court Ezakheni, namely:

A certain Site 2987, Unit E, Ezakheni Township, District of Emnambithi.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 5 Poort Road, Ladysmith.

The conditions are mainly the following:

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
2. The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 20th day of January 1994.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S A Perm Arcade, Upper Ground Floor, 58 Scott Street Newcastle; c/o KwaZulu Finance & Inv., 31 Blou Street, Ezakheni Industrial Estate, P.O. Box 780, Ladysmith.

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Simon Mfaneli Zulu**, Defendant

In pursuance of judgment granted on 15 October 1993, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 2 March 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 Z738, in extent 960 (nine hundred and sixty) square metres, situated in the Township of Umlazi, represented and described on General Plan P.B.112/1979, held by virtue of Deed of Grand 4752/1982, physical address Ownership Unit Z738, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey maxi brick and asbestos dwelling (51m²) comprising of kitchen, lounge, two bedrooms and bathroom, municipal electricity, water supply and sanitation: local authority.

Nothing is guaranteed in respect of such improvements on the property.

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 the purchase price in cash or by bank-guaranteed cheque on the day of sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 17,25% (seventeen comma two five) per 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. Z01911/MM.)

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **Lindiwe Red-Rose Ncube**, Defendant

In pursuance of judgment granted on 28 July 1992, in the Umlazi Magistrate's Court, and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 2 March 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 BB211, in extent 492 (four hundred and ninety-two) square metres, situated in the Township of Umlazi, represented and described on General Plan PB409/1984, held by virtue of Deed of Grant 3853/87, physical address, Ownership Unit BB211, Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey maxi brick and plaster, and tile dwelling (73m²) comprising of kitchen, dining-room, lounge, three bedrooms, bathroom, w.c. and garage (20m²), municipal electricity, water supply and sanitation: local authority, improvements, verandah (8m²) and fencing-P/C concrete.

Nothing is guaranteed in respect of such improvements on the property.

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 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 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 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. Z05477/MM.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Limited**, Plaintiff, and **M. J. Dlamini**, Defendant

In pursuance of a judgment granted on 2 February 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 4 March 1994, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, at 10:00:

Description: Unit F404, in the Township of Ntuzuma, District County of Victoria, in extent of 346 square metres, represented and described on General Plan PB419/1978.

Physical address: Unit F404, Ntuzuma Township.

Improvements: Single storey, brick under asbestos dwelling, two bedrooms, bathroom, toilet, kitchen and lounge.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's Attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Verulam or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 24th 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 2320/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedperm Bank Limited** No. 51/00009/06, Plaintiff, and **Joshua Sinqobile Cele**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 24 August 1993, the immovable property described as:

Site A975, in extent 372 square metres, as shown on General Plan BA15/1970 situated in the Township of Gamalakhe, District of Izingolweni, will be sold in execution on Friday, 25 February 1994 at 09:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's Conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the Purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's Conveyancers. This guarantee shall be delivered to the Plaintiff's Conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by, no improvements: Vacant stand.

Dated at Port Shepstone on this the 20th day of January 1994.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. R. R. Barry/ NP032/01NP01532.)

Case 13353/93

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

In the matter between **Nedcorp Bank Limited**, Plaintiff, and **B. S. Mdlalose**, First Defendant, and **J. A. Mdlalose**, Second Defendant

In pursuance of a judgment granted on 17 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 4 March 1994, in front of the Magistrate's Court, Chancery Lane, Pinetown, at 10:00:

Description: Sub 6 of Lot 356, New Germany, situate in the Borough of New Germany and in the Port Natal-Ebhodwe joint services board area, Administrative District of Natal, in extent 2264 square metres, held by Deed of Transfer T11373/93.

Physical address: 21 Datchet Place, New Germany.

Improvements: Single storey, brick under tile dwelling, three bedrooms, bathroom, shower and toilet, kitchen, lounge, dining-room, three garages, swimming-pool, servant's quarters.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff Attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 31st 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 2535/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Mohamed Arshad Ghoor**, Plaintiff, and **Sureshsingh Prem Singh Karysingh**, Defendant

Take notice that the undermentioned immovable property will be sold by the Sheriff of Durban North on the steps of the Supreme Court, Masonic Grove, Durban, or so soon thereafter as circumstances permit on Friday, 25 February 1994 at 10:00, the sale to be subject to the undermentioned conditions to the highest bidder, without reserve:

Description of property: Subdivision 17 of Lot 4420, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 2 225 (two thousand two hundred and twenty-five) square metres.

Postal address of property: 80 Membrey Road, Clare Estate, Durban.

Improvements: A building presently being constructed. The walls of the building are to windowsill height and some are slightly higher. There is no roof on the building. Some building materials are on site. (But nothing is guaranteed in respect thereof).

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser (other than the Execution Creditors), shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of the sale.

4. Transfer shall be effected by the attorneys for the Execution Creditors and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff, 15 Milne Street, Durban.

Dated at Durban this 24th day of January 1994.

Farouk Vahed, Plaintiff's Attorney, Suite 1A, Third Floor, Goodhope Centre, 92 Queen Street, Durban. (Ref. HS/hs/G40.)

Case 40568/91

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

In the matter between **Bankorp Limited**, Plaintiff, and **Peter Louis Pieters**, Defendant

In pursuance of a judgment granted 4 November 1991 in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 March 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Lot 83, Kenhill, situated in the City of Durban, Administrative District of Natal, in extent 1 279 (one thousand two hundred and seventy-nine) square metres, held by Deed of Transfer T10648/91.

Physical address: 1 Clematis Grove, Glenhills, Durban.

Improvements: Single storey brick under tile dwelling comprising of lounge, study, dining-room, kitchen, three bedrooms, bedroom with en-suite, consisting of bath, w/b, shower and toilet, bathroom and toilet, swimming-pool, double lockup garage and toilet.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 25,5% (twenty five 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 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, Durban North, or at the offices of Strauss Daly Inc.

Dated at Durban this 31st day of January 1994.

J. S. Botha, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs Johnson/Z77684/ps.)

Case 44342/92

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

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Sheperd Propeties CC**, First Defendant, **H. Ahmed**, Second Defendant, **J. Sewmungal**, Third Defendant, and **S. I. Ahmed**, Fourth Defendant

In pursuance of a judgment granted 18 September 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 1 March 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Remainder of Lot 4268, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 3 050 (three thousand and fifty) square metres, held by Deed of Transfer T3417/92.

Physical address: 721 Clare Road, Clare Estate, Durban.

Improvements: Double storey, brick under tile dwelling, seven bedrooms, three bathrooms plus others not complete, three kitchens, lounge, three dining-rooms, study and two carports.

Property split into three living units, two-bedroomed duplex style at rear and double storey dwelling in front, all attached.

The front section only about 75% complete.

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, Durban North, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 27th 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 69859/92

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 **Bongani Albert Zulu**, Defendant

In pursuance of a judgment granted on 20 January 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 2 March 1994 at 10:00, at the South Entrance, Magistrate's Court, Umlazi, near the National and KwaZulu Flag:

Description: Z2178 Umlazi Township, in extent 438 square metres.

Postal address: Z2178 Umlazi Township.

Improvements: Brick under tile dwelling, consisting of three bedrooms, two bathrooms, dining-room and kitchen.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. 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 of the 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 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, Umlazi, at Umlazi.

Dated at Durban this 27th day of January 1994.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorneys, Stafmayer House, Beach Grove, Durban. (Ref. 07S630157.)

Case 30920/90

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

In the matter between **Saambou National Building Society Ltd** (No. 87/05437/06), Plaintiff, and **Mondli de Villiers Mchunu**, First Defendant, and **Thembisile Eltar Mchunu**, Second Defendant

In pursuance of a judgment granted on 16 July 1990, 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 2 March 1994 at 10:00, at the South Entrance, Magistrate's Court, Umlazi, near the National and KwaZulu Flag:

Description: Unit Z 2111, Umlazi Township, in extent 685 square metres.

Postal address: Z 2111 Umlazi Township.

Improvements: Block under tiled roof, lounge, bathroom, three bedrooms, and kitchen.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. 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 of the 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 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 transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi, at Umlazi.

Dated at Durban this 27th day of January 1994.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorneys, Stafmayer House, Beach Grove, Durban. (Ref. 07S630041.)

Case 2481/92

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

In the matter between **ABSA Bank Limited** (Reg. No. 86/04794/06), Plaintiff, and **R. Singh**, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 8 September 1992, and a warrant of execution, the undermentioned property will be sold in execution on 1 March 1994 at 10:00, in front of the Magistrate's Court, Ladysmith:

Lot 1676, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent six hundred and ninety-seven (697) square metres, held under Deed of Transfer T1697/1979.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

19 Lucknow Road, Ladysmith.

Dwelling-house comprising of bedrooms, lounge, dining-room, kitchen and ablution facilities (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

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.
2. Purchaser shall pay 10% (ten per cent) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.
3. The property is deemed to be sold voetstoots.

The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

Dated at Ladysmith on this 26th day of January 1994.

Christopher Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 03A001309.)

Case 56/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI**

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **B. P. Mthlane**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 6 October 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 22 February 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2820, Ezakheni, in extent 538 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G0703/91.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed: *Improvements:* Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen, outbuildings, w.c. and shower, extent 538 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River, on 22 February 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased "voetstoots".
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 27th day of January 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF220.)

Case 57/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI**

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **S. J. Nkosi**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 1 June 1992, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 22 February 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E3011, Ezakheni, in extent 438 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G1507/92.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed: *Improvements:* Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen, outbuildings, w.c. and shower, extent 438 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River, on 22 February 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased "voetstoots".
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 27th day of January 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF276.)

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **N. E. Gama**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 11 November 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 22 February 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2108, Ezakheni, in extent 438 square metres, situated in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G3378/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed: *Improvements*: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen, outbuildings, w.c. and shower, extent 438 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River, on 22 February 1994 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased "voetstoots".
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 26th day of January 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF454.)

Case 184/92

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

In the matter between **KwaZulu Finance and Investment Corporation Limited**, Plaintiff, and **L. R. Mazibuko**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 2 December 1992 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 22 February 1994 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site B1785, Ezakheni, in extent 300 square metres, situate in the District of Ennambithi, Administrative District of KwaZulu, held under Deed of Grant G10199/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising two bedrooms, living-room, kitchen, bathroom and w.c., no outbuildings, extent 300 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 22 February 1994 at 15:00 at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a Black area and is accordingly reserved for ownership of the Black group.
4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.
7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 28th day of January 1994.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF387.)

Case 10611/93

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

In the matter between **NBS Bank Limited**, Plaintiff, and **Somasundram Nadasen**, First Defendant, and **Ranganay Moonsamy Nadasen**, Second Defendant

In pursuance of a judgment granted on 7 April 1993, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Friday, 4 March 1994 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam.

Description: Lot 1428, Woodview, situate in the City of Durban, Administrative District of Natal, in extent 180 square metres, postal address 99 Viewhaven Drive, Woodview, Phoenix.

Improvements: Block under tile semi-detached flat comprising of three bedrooms; lounge; kitchen; toilet and bathroom, water and lights facilities.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 21st day of January 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 11167/93

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 **Sukharania Nathuni**, First Defendant, **Amarnath Baijnath**, Second Defendant, **Nirmala Baijnath**, Third Defendant, **Rabindranth Baijnath**, Fourth Defendant, **Shyrita Baijnath**, Fifth Defendant, **Prabhoonath Baijnath**, Sixth Defendant, **Shricoomarie Baijnath**, Seventh Defendant, and **Magnath Baijnath**, Eighth Defendant

In pursuance of a judgment granted on 28 June 1993, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Thursday, 3 March 1994 at 10:00, in front of the Magistrate's Court, Somsteu Road, Durban.

Description: Subdivision 35 of Lot 2457, Merewent, situate in the City of Durban, Administrative District of Natal, in extent (454) square metres.

Postal address: 69 Buldana Road, Merebank.

Improvements: Main building brick and tile consisting of kitchen, toilet and bathroom, three bedrooms and lounge.

Outbuilding: Brick with asbestos, garage, lounge, two bedrooms, toilet and bathroom and kitchen.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Sheriff, Durban South, 40 St George's Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 21st day of January 1994.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 727/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Mount Pleasant Farm**, Plaintiff, and **Banana Grove CC**, Defendant

In pursuance of a judgment in the above Court, and writ of execution dated 9 November 1993, the immovable property listed hereunder will be sold in execution on Friday, 4 March 1994 at 10:00, by the Sheriff for the Magistrate's Court, Port Shepstone, in front of the Magistrates' Court, Port Shepstone, to the highest bidder without reserve, subject to the conditions of sale which will be read out by the auctioneer:

Remainder of Subdivision 3 (of 1) of Lot 22, Marburg Settlement No. 5306, situated in the Southern Natal Joint Services Board Area, Administrative District of Natal in extent 5,0145 (five comma nought one four five) hectares, held by Defendant under Deed of Transfer T22532/91.

Directions to view the property are as available from Mr N. J. Crouse, Sheriff for the Magistrate's Court, Port Shepstone.

The following information is given about the immovable property but is not guaranteed:

1. There are no improvements on the property.
2. The property is subject to the reservation of all mineral rights in favour of the Government.
3. There are no further restrictive conditions or attachments over the property and there are no bonds over the property.
4. The property may be used for agricultural use.

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

Dated at Pietermaritzburg on this the 2nd day of February 1994.

Venn, Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. Ms K. L. Askew/cm/aL/24M3908/93.)

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Execution Creditor, and **Bhalarama Cuppusamy**, First Execution Debtor, and **Kuppamma Cuppusamy**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court at Durban, dated 19 October 1993, and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 1 March 1994 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

All the Defendant's right, title and interest in and to the property, a unit consisting of

(a) Section 12 as shown and more fully described on sectional Plan 55268/92, in the building or buildings known as Avoca Villas, situated at Avoca, City of Durban, of which the floor area, according to the said sectional plan is 66 (sixty-six) 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 apportioned to the said section in accordance with the participation quota of the said section.

Postal address: Flat 12, Avoca Villas, 9 Tyne Avenue, Avoca.

The following improvements are reported to be on the property, but nothing is guaranteed: A brick under tile duplex dwelling comprising kitchen, lounge, bathroom with wash basin and toilet, storeroom and two bedrooms. *Outside:* Double cement wash basin.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, 15 Milne Street, Durban. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this the 28th day of January 1994.

John Hudson & Co., Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAlery/sc.)

Case 64673/92

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

In the matter between **NBS Bank Limited** (No. 87/01384/06), Execution Creditor, and **Mahomed Habib Abba Moosa Essa**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court at Durban, dated 8 February 1993, and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 1 March 1994 at 14:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

All the Defendant's right, title and interest in and to the property Subdivision 15 of Lot 700 Brickfield, situated in the City of Durban, Administrative District of Natal in extent 1 144 (one thousand one hundred and forty-four) square metres. *Postal address:* 193 Sparks Road, Overport, Durban.

The following improvements are reported to be on the property, but nothing is guaranteed: A brick building consisting of: Supermarket, bakery and small flat above. Vacant possession is not guaranteed.

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, 15 Milne Street, Durban. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this the 28th day of January 1994.

John Hudson & Co., Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAlery/sc.)

Case 10257/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Limited**, (No. 87/01384/06), Execution Creditor, and **Marriam Bibi Moolla**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court at Verulam, dated 4 February 1992, and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 4 March 1994 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

All the Defendant's right, title and interest in and to the property, Lot 20, Everest Heights, situated in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand four hundred and ninety-one (1 491) square metres.

Postal address: 93 Himalaya Drive, Verulam.

The following improvements are reported to be on the property, but nothing is guaranteed: A brick under tile dwelling comprising of: Upstairs: Three bedrooms, two en suites, kitchen, TV-room, two toilets and two bathrooms. Downstairs: Two bedrooms, TV-room, toilet and bathroom.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat. A substantial Bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 26th day of January 1994.

John Hudson & Company, Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAleary/sc.)

Case 17831/93

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

In the matter between **First National Bank of Southern Africa Limited**, trading as Wesbank, Plaintiff, *versus* **Peter B. Brown**, First Defendant, and **Karen Christine Brown**, Second Defendant, and **Millar Property Holdings (Pty) Limited**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the offices of the Sheriff of the Supreme Court, Ladysmith, on Tuesday, 8 March 1993 at 10:00, at Magistrate's Court Offices, Keate Street, Ladysmith, of the undermentioned property of the Third Defendant, subject to the conditions of sale, which are available for inspection at the offices of the Sheriff of the Supreme Court, 5 Poort Road, Ladysmith:

Erf 59, situated in the Township of Ladysmith, measuring 2 147 square meters and held by Deed of Transfer T19289/1988.

The property consists of a stand with improvements although nothing in this respect is guaranteed: Large face brick premises under corrugated asbestos. Utilised as motor workshop, showroom, offices and upstairs flat, three bedrooms, kitchen scullary toilet, bathroom and lounge.

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 fourteen (14) days from date of sale.

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

Dated at Pretoria on this the 31st day of January 1994.

V. Stupel, for Hack Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria; P.O. Box 2000, Pretoria. (Tel. 325-4185.) [Ref. Mr Stupel/ML VS 6733 (B).]

Case 576/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Limited**, Plaintiff, and **Seeneevasan Soobiah Pillay**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa, (Durban and Coast Local Division), dated 10 March 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Supreme Court, Durban, on 4 March 1994 at 10:00, at the steps of the Supreme Court, Durban, to the highest bidder without reserve:

Property description: Lot 1913, Isipingo (Extension 14) situated in the Borough of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 160 (one thousand one hundred and sixty) square metres.

Held under Deed of Transfer T9447/1980.

Physical and postal address: 8 Fiddlewood Road, Isipingo Hills, Durban.

Improvements: Double storey house, brick and plaster under tile roof (face brick outside). Main Building: Four bedrooms—en suite with basin/shower/toilet, two toilets, two bathrooms—bath/basin/toilet, dining-room—carpeted, two lounges—carpeted, three rooms are airconditioned, kitchen—tiled floor—fitted cupboards. Servant's quarters: Attached to garage/house, room with toilet/shower. The property has a brick tile driveway and is fully fenced with a concrete fence. Double garage, but nothing is guaranteed in respect thereof.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. All bids will be accepted and the purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale together with the Sheriff's commission.

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 Sheriff, Durban South, and to be furnished within 14 (fourteen) days after the date of the sale.

4. The purchaser shall be liable for the payment of interest to the execution creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. The purchaser shall pay auctioneer's charges of 5% (five per cent) of the first R20 000, of the purchaser's price, thereafter 3% (three per cent) on the balance subject to a minimum of R200 and a maximum of R6 000 on the purchase price at the time of the sale.

6. Transfer shall be effected by Plaintiff's Attorneys and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said Attorneys.

7. The full conditions of sale may be inspected at the office of the Sheriff, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 7th day of February 1994.

Van Onselen O'Connell, Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Sith Street, Durban.

Case 12004/92

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

In the matter between **United Bank Ltd**, (No. 86/04794/06), Execution Creditor, and **Leslie Trevor Hodnett**, and **Lorraine Ann Hodnett**, Execution Debtors

In pursuance of a judgment granted on 10 April 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, on Tuesday, 15 March 1994 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban to the highest bidder:

Description: A certain piece of land being: Sub. 30 (of 11) of Lot 851, Duiker Fontein, situate in the City of Durban, Administrative District of Natal, measuring one thousand one hundred and thirty-four (1 134) square metres.

Postal address: 26 Orange Grove, Greenwood Park, Durban, 4051.

Improvements: Part double storey brick under tile dwelling on elevating stand consisting of: Entrance porch and hall, lounge, dining-room, kitchen, four bedrooms, study, two bathrooms, balcony, two double garages, servants' quarters with toilet and shower.

Town planning: Zoning: Special Residential 650, Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrates Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchases separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrates Court, Durban or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 219 Smith Street, Durban, 4001. (Ref. CMK/016/001017/Mrs Chelin.)

Case 16635/92

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

In the matter between **The Phoenix Industrial Park Lot Owners Association**, Plaintiff, and **Nampira Investments (Pty) Limited**, Defendant

In pursuance of a judgment before the Magistrate of Durban, held at Durban, and writ of execution, dated 26 May 1992 at 10:00, the immovable property listed hereunder will be sold in execution on 4 March 1994, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: A certain piece of land being Lot 181, of Phoenix Industrial Park, situated in the City of Durban, Administrative District of Natal.

Postal address: 3 Kruger Place, Phoenix Industrial Park, Phoenix.

Improvements: Nil.

Town planning zoning: Special privileges: Nil.

In extent: One thousand five hundred and eleven (1 511) square metres.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff of the Court, Verulam, or at our offices.

Dated at Durban this 31st day of January 1994.

Lyle & Lambert Inc., Plaintiff's Attorneys, 17th Floor, General Building, 47 Field Street, Durban. (Ref. CRL/FS PH. 853-000.)

ORANJE-VRYSTAAT ORANGE FREE STATE

Saak 13905/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOUD TE WELKOM

In die saak tussen **Bank van Lisbon International Bpk.**, Eksekusieskuldeiser, en **Raymond James Smit**,
Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 17 Januarie 1994 in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 25 Februarie 1994 om 10:00, te Plot 14, Dagbreek Kleiplase, distrik Ventersburg, gehou kragtens Akte van Transport T12282/92 en onderhewig aan sekere servitute.

Verbeterings: Woonhuis met gewone buitegeboue.

Voorwaardes van verkoping:

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

(b) 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 19,25% (negentien komma twee vyf persent) per jaar tot datum van registrasie van transport sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, nagesien word.

Gedateer te Welkom hierdie 20ste dag van Januarie 1994.

P. W. Nel, vir Nel & Vennote, Prokureurs vir Vonnisiskuldeiser, Bank van Lisbongebou, hoek van Ryk- en De Kaapstraat, Welkom. (Verw. PWN/mr/139000.)

Saak 569/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HEILBRON GEHOUD TE HEILBRON

In die saak tussen **Saambou Bank** (voorheen as Saambou Nasionale Bouvereniging Beperk), Eiser, en **J. J. Smit**,
Verweerder

Ingevolge uitspraak van die Landdros te Heilbron en lasbrief vir eksekusie, uitgereik deur bogemelde Agbare Hof, sal die ondervermelde eiendom op Donderdag, 24 Februarie 1994 om 10:00, verkoop word aan die hoogste bieder naamlik:

Erf 525, geleë in die dorp en distrik Heilbron, beter bekend as Nicolstraat 79, Heilbron, gehou kragtens Transportakte T13747/1990.

Volledige verkoopvoorwaardes ter insae by die kantoor van die Balju van die Landdroshof, gedurende kantoorure, asook by die kantore van Cornelius & Vennote, Kerkstraat 40, Heilbron.

Geteken te Heilbron op hede die 18de dag van Januarie 1994.

B. J. Venter, vir Cornelius & Vennote, Prokureurs vir Eiser, Kerkstraat 40, Heilbron, 9650. [Tel. (01614) 2-2035.]

Case 569/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT HEILBRON HELD AT HEILBRON

In the matter between **Saambou Bank** (previously known as Saambou Nasionale Bouvereniging Beperk), Plaintiff, and
J. J. Smit, Defendant

In pursuance of a judgment by the Magistrate of Heilbron and warrant of execution issued by the Magistrate of Heilbron, the undermentioned property will be sold on Thursday, 24 February 1994 at 10:00, in execution to the highest bidder, namely:

Erf 525, situated in the Town and District of Heilbron, better known as 79 Nicol Street, Heilbron, held under Title Deed T13747/1990.

The conditions of sale in execution can be inspected during office hours at the offices of the Sheriff of the Magistrate's Court, as well as Cornelius & Partners, 40 Church Street, Heilbron.

Signed at Heilbron on this the 18th day of February 1994.

B. J. Venter, for Cornelius & Partners, Attorney for Plaintiff, 40 Church Street, Heilbron, 9650. [Tel. (01614) 2-2035.]

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff and **Motseki Ben Poonyane** (ID. No. 5808185876084), First Defendant, and **Mamotshidisi Annie Poonyane** (born on 4 April 1958), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein on Friday, 25 February 1994 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, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 15660, Mangaung, District of Bloemfontein, measuring 198 (one hundred and ninety-eight) square metres, as shown on General Plan L66/1988. Held under Deed of Transfer TL756/1992, subject to the conditions therein, consisting of lounge, kitchen, two bedrooms, bathroom/toilet and cement floor.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Saak 3807/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Perm 'n Divisie van Nedcor Bank Beperk**, Eiser, en **S. J. Morabe**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg, gedateer 3 November 1993, en 'n lasbrief vir eksekusie gedateer 27 Oktober 1993 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 Februarie 1994 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 4458, geleë in die dorpsgebied Zamdela, distrik Parys, groot 281 (tweehonderd-een-en-tagtig) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Groepsgebiedewet en tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopvooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie:

Die eiendom staan bekend as 4458, Zamdela, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trustbanksentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 21ste dag van Desember 1993.

R. A. P. Pretorius, vir Molenaar & Griffiths Ing., Trustbanksentrum, Posbus 18, Sasolburg.

Case 4290/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Sello Daniel Tlali** (born on 11 January 1953), First Defendant, and **Portia Pulane Tlali** Identity No. 5412150780080, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 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 time of the sale and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Site 11860, situated in the Township of Mangaung, District of Bloemfontein, measuring 720 (seven hundred and twenty) square metres, as indicated on General Plan L29/86, held by virtue of Deed of Transfer TL1038/90, subject to the conditions therein contained, consisting of lounge, kitchen, bathroom, tile roof, dining-room, three bedrooms, bathroom/toilet and concrete fence.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other guarantee furnished within 21 (twenty-one) days from date of sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. (NS8813.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Ramotolo James Ngake**, born on 20 June 1929, First Defendant, and **Dorothy Motlagosebetha Ngake**, born on 3 March 1931, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Divisional Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Tulbach Street entrance of the Magistrate's Court, Welkom, on Friday, 25 February 1994 at 11:00, 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, 100 Constantia Street, Welkom, prior to the sale:

1. Site 518, Thabong, District of Welkom, measuring 388 (three hundred and eighty-eight) square metres, as indicated on General Plan L165/84.

2. Site 523, Thabong, District of Welkom, measuring 386 (three hundred and eighty-six) square metres, as indicated on General Plan L165/84, both the above-mentioned properties held by virtue of Deed of Transfer TL428/1989, subject to the conditions therein contained, consisting of lounge/dining-room, three bedrooms, carpets, kitchen, bathroom/toilet and metal roof.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorey for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (NS9454).

Saak 1821/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Bpk.**, handelende as Allied Bank, Eiser, en **Mnr. C. D. J. Gunier**, Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 7 Junie 1993, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 18 Maart 1994 om 09:00, voor die hoofingang van die Landdroskantoor, Murraystraat, Kroonstad, deur Podium Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 1198, geleë in die dorp en distrik Kroonstad, groot 1 005 (eenduisend en vyf) vierkante meter, gehou kragtens Akte van Transport 14000/1987 en onderworpe aan sekere Mineraleregte en serwitute, beter bekend as Philipstraat 36, Kroonstad. Die eiendom bestaan uit 'n woonhuis met verbeteringe.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju en Podium Afslaers, Murraystraat, Kroonstad. Die belangrikste voorwaardes daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Podium Afslaers, Murraystraat, Kroonstad.

Geteken te Kroonstad, hierdie 24ste dag van Januarie 1994.

E. A. Burke, vir Naudè, Thompson & Du Bruyn, Prokureur vir Eiser, Reitzstraat 23, Posbus 932, Kroonstad, 9500.

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

Tussen **Standard Bank van SA Beperk**, Eiser, en **C. Hanekom**, handeldrywende as Sunda Algemene Handelaars, Verweerder

Ingevolge uitspraak in die Hooggeregshof van Suid-Afrika, en 'n lasbrief tot Geregtelike verkoping, gedateer 22 Junie 1993, sal die ondervermelde goedere op Vrydag, 25 Februarie 1994 om 10:00, te die Landdroskantoor, Fouriesburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sharp E.R. 2385 kasregister, Sharp E R 1911 kasregister, Fuchsware vrieskas, General Electric vrieskas, Kelvinator yskas, Kelvinator kis vrieskas, Fuchsware vrieskas, Maroon fluweel 10 sitplek sitkamerstel, Turner Morris sementmenger met petrol enjin, sleepwa OGB 490, 12 steiers.

Geteken te Fouriesburg hierdie 24ste dag van Januarie 1994.

Balju van die Hooggeregshof, Fouriesburg, Posbus 362, Ficksburg.

Saak 37/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen **Standard Bank van Suid-Afrika**, Eiser, en **Ntsane Alfred Mohlomi**, Verweerder

Kragtens 'n vonnis by verstek en 'n lasbrief vir eksekusie teen onroerende goed van bogemelde Agbare Hof, gedateer 17 Junie 1992, sal die onderstaande eiendom op Vrydag, 25 Februarie 1994 om 09:00, voor die Landdroskantore te Witsieshoek, in eksekusie geregteik aan die hoogste bieder verkoop word, naamlik:

Die Verweerder se reg, titel en belang in Perseel 773, Riverside H, geleë in die distrik Witsieshoek met 'n woonhuis daarop bestaande uit 'n sitkamer, twee slaapkamers, badkamer en kombuis.

Die volledige verkoopvoorwaardes lê ter insae by die Balju vir die Landdroshof, Witsieshoek. [Tel. (058) 713-0299.]

Geteken te Witsieshoek hierdie 27ste dag van Januarie 1994.

Cloete & Neveling, Prokureurs vir Eiser, Finansieringsgebou 220, Setsing III, Phuthaditjhaba, Posbus 17693, Witsieshoek 9870. (Verw. P. G. van Wyk/mj/P5008.)

Saak 1638/88

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **ABSA Bank**, voorheen United Bank, Eksekusieskuldeiser, en **J. T. Funani**, Eerste Eksekusieskuldenaar, en **M. M. D. Funani**, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging, gedateer 4 November 1993, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek op Vrydag, 25 Februarie 1994 om 10:00, te die Landdroskantoor, Bainstraat, Sasolburg:

Reg van huurpag ten opsigte van:

Perseel 3925, Zamdela, geleë in die residensiële gebied Zamdela, Sasolburg, wat binne die jurisdiksie gebied van die Hoofkommissaris, Oranje-Vrystaat val.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan:

(a) Die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die Sertifikaat van Huurpagtitel en sal verkoop word aan die hoogste bieder sonder reserwe.

(b) Die bepalings van die Swartes (Dorpsgebiede) Konsolidasiewet, No. 25 van 1945, in besonder die bepalings ten opsigte van 'n bevoegde persoon.

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

3. Die Eksekusieskuldeiser sal goedgegunstige oorweging skenk aan die toestaan van 'n lening tot op 90% (negentig persent) van die koopprys van die eiendom aan die goedgekeurde koper en reëlins kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Perseel 3925, Zamdela.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Sasolburg op hierdie 14de dag van Januarie 1994.

M. Swanepoel, vir A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Posbus 471, Sasolburg, 9570.

Saak 4428/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Eiser, en **J. F. van Heerden**, Eerste Verweerder, en **mev. H. C. van Heerden**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg gedateer 20 Desember 1993, en 'n lasbrief vir eksekusie gedateer 17 Desember 1993, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 Februarie 1994 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 1273, geleë in die dorpsgebied Vaalpark, distrik Parys, groot 1 033 (eenduisend drie-en-dertig) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Groepsgebiedewet en tien persent (10%) van die koopprys is betaalbaar by sluiting van die kooporeenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Malutilaan 4, Vaalpark, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trust Banksentrum, Sasolburg, en by die kantore van die Eiser se prokureur.

Geteken te Sasolburg hierdie 31ste dag van Januarie 1994.

R. A. P. Pretorius, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

Case 2952/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Malcolm Leslie Lester**, First Defendant, and **Patricia Lester**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 25 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 Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 12929, Sasolburg Extension 19 Township, District of Parys, measuring 773 m², held by the Defendants under deed of Transfer T13119/1989, being 24 Oudehout Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, servants' room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 6th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z56514/FCLS/WR/Mr Brewer/djl.) (Account No.: Z56514.)

Case 3760/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Walter Jongumzi Ntisa**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Office, Baine Street, Sasolburg, 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 Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3943, Zamdela Township, Sasolburg, measuring 584 m², held by the Defendant under Certificate of Registered Grant of Leasehold TL13963/1990, being 3943 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom, separate bathroom/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 this 6th day of January 1994.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z53351/FCLS/WR/Mr Brewer/djl.) (Account No.: Z53351.)

Case 1618/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited (United Bank Division)** formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Mbulaheni Bernard Ratshibvumo**, First Defendant, and **Ngaledzani Elizabeth Ratshivumo**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 25 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 Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg.

The right of leasehold in respect of Site 3744, Zamdela Township, Sasolburg, measuring 561 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL14434/1990, being 3744 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 6th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z66201/FCLS/WR/Mr Brewer/djl.) (Account Z66201.)

Case 2854/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited (United Bank Division)** formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Johannes Jurgens van Staden**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 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 Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg.

Erf 899, Vaalpark Township, Sasolburg, measuring 1 026 m², held by the Defendant under Deed of Transfer T7422/1981, being 48 Keiskama Avenue, Vaalpark, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, study, three bedrooms, two bathrooms/w.c., kitchen, work-room, three garages, shower/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 this 6th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72708/FCLS/WR/Mr Brewer/djl.) (Account Z72708.)

Case 2906/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited (United Bank Division)** formerly known as United Bank Limited and prior to that United Building Society Limited, Plaintiff, and **Sello Othniel Maloantoa**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 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 Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg.

The right of leasehold in respect of Erf 3004, Zamdela Township, Sasolburg, measuring 268 m² held by the Defendant under Certificate of Registered Grant of Leasehold TL9242/1990, being 3004 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 6th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z72929/FCLS/WR/Mr Brewer/djl.) (Account Z72929.)

Case 3368/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) (formerly known as United Bank Limited and prior to that United Building Society Limited), Plaintiff, and **Johannes Christiaan Steyn**, First Defendant, and **Charmaine Steyn**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 25 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 Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 12905, Sasolburg Extension 19 Township, District of Parys, measuring 872 m², held by the Defendants under Deed of Transfer T10656/1991, being 5 Candlewood Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, two and a half bathrooms, kitchen, servant's room, shower/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 this 6th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z74589/FCLS/WR/Mr Brewer/djl.) (Account Z74589.)

Case 2093/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Limited** (United Bank Division) (formerly known as United Bank Limited and prior to that United Building Society Limited), Plaintiff, and **Ernest Tsepo Ramolula**, First Defendant, and **Kenelloe Regina Ramolula**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 25 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 Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg:

The right of leasehold in respect of Erf 3985, Zamdela Township, Sasolburg, measuring 393 m², held by the Defendants under Certificate of Registered Grant of Leasehold TL1121/1990, being 3985 Zamdela, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 6th day of January 1994.

Routledges Incorporated, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z69053/FCLS/WR/Mr Brewer/djl.) (Account Z69053.)

Saak 18454/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Ntoseikho Philix Thys**, Verweerder

Ingevolge uitspraak van die Landdros Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 16 November 1993, sal die ondervermelde eiendom op 25 Februarie 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 18049, Mangaung, distrik Bloemfontein, groot 240 vierkante meter, soos aangetoon op Algemene Plan L65/88, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Reg van Huurpag TL11430/1990.

Bestaande uit: Enkelverdiepingwoonhuis met twee slaapkamers, kombuis, badkamer en sitkamer.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

McIntyre en Van der Post, Eiser se Prokureurs, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 18455/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Mapalane Jonas Rasekoai, Nonhlupheko Angeline Rasekoai** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 11 November 1993, sal die ondervermelde eiendom op 25 Februarie 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Reg van Huurpag tot Perseel 16191, Mangaung, distrik Bloemfontein, groot 246 vierkante meter soos aangedui op Algemene Plan L64/1988, gehou kragtens Transportakte TL14071/1990 onderworpe aan sekere voorwaardes, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, badkamer, kombuis en sitkamer.

Die koper moet afslaaersgelde, BTW, asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju, 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos nagesien word.

McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 3900. [Tel. (051) 30-2171.]

Saak 15564/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Thabo Hendrick Lebisa, en Kerileng Florence Lebisa**, Verweerders

Ingevolge uitspraak van die Landdroshof, Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 7 Oktober 1993, sal die ondervermelde eiendom op 25 Februarie 1994 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere: Reg van Huurpag tot Perseel 16228, Mangaung, distrik Bloemfontein, groot 246 vierkante meter soos aangedui op Algemene Plan L64/1988, gehou kragtens Transportakte TL7518/1990 onderworpe aan sekere voorwaardes bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, badkamer en kombuis.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju, 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

McIntyre en Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300 [Tel. (051) 30-2171.]

Saak 80/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **Mnr. D. A. Viljoen**, Eerste Verweerder, en **Mev. Y. Viljoen**, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof gedateer 24 Januarie 1994, en 'n lasbrief tot eksekusie, gedateer 24 Januarie 1994, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerders, voor die Landdroskantoor, Bethlehem, gehou word op 4 Maart 1994 om 11:30, naamlik:

Erf 1570, geleë te Slabbertstraat 35, in die dorp en distrik Bethlehem, grootte 1 627 vierkante meter, verbeterings sitkamer, woonkamer, eetkamer, kombuis en drie slaapkamers, badkamer, stoor, buite-toilet, afdak en motorhuis.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes lê ter insae by die kantore van Hattingh Marais, Prokureurs vir die Eiser, Theronstraat 3, Bethlehem, asook by die Balju vir die Landdroshof, Bethlehem.

Geteken te Bethlehem op hede die 1ste dag van Februarie 1994.

Hattingh Marais, Prokureurs vir Eiser, Theronstraat 3, Bethlehem, 9700.

Saak 81/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **Nedcor Bank Beperk**, Eiser, en **S. R. Motete**, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof, gedateer 24 Januarie 1994, en 'n lasbrief tot eksekusie, gedateer 24 Januarie 1994, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder, voor die Landdroshof, Bethlehem, gehou word op 4 Maart 1994 om 11:30, naamlik:

Erf 3235, geleë te Duikerstraat 12, in die dorp en distrik Bethlehem, grootte 1072 vierkante meter, verbeterings sitkamer, woonkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers, studeerkamer, bediendekamer en dubbel motorhuis.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes lê ter insae by die kantore van Hattingh Marais, Prokureurs vir die Eiser, Theronstraat 3, Bethlehem, asook by die Balju vir die Landdroshof, Bethlehem.

Geteken te Bethlehem op hede die 1ste dag van Februarie 1994.

Hattingh Marais, Prokureurs vir Eiser, Theronstraat 3, Bethlehem, 9700.

Saak 19871/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Beperk**, *versus* **S. J. Verhoog**,

Ingevolge 'n vonnis gedateer 23 November 1993, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 4 Maart 1994 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenhede 4 en 5, Deeltitel Skema SS/5 Bergkant, geleë in die stad en distrik Bloemfontein, groot 109 en 25 m², gehou kragtens Akte van Transport T18805/92, Bergkant 4 en 5, Pellissierlyaan, Pellissier, Bloemfontein.

Verbeterings: Meenthuis bestaande uit drie slaapkamers, badkamer, stort, twee toilette, sit-eetkamer, kombuis, motorhuis en stoorkamer.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalinge van die Wet op Landdroshowe No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16% (sestien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 31ste dag van Januarie 1994.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

CAHI AUCTIONEERS

PRIME INDUSTRIAL STAND WITH OFFICES—STORAGE AREA—SHOWROOM WITH POTENTIAL COMMERCIAL RIGHTS—SWARTKOP—VERWOERDBURG

Duly instructed by the trustee in the insolvent estate H. Cavanagh, Master's Reference T3004/98.

We will sell on Wednesday, 23 February 1994 at 14:00, on site Edward Avenue, Portion 343, Swartkop, measuring 8 413 m².

This prime stand with improvements is presently used as an electrical contractors premises. In close proximity to Verwoerdburgstad and Eastern by-pass.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

CAHI AUCTIONEERS

INSOLVENT ESTATE AUCTION, GOLDEN OLDIE: THREE BEDROOM HOME, CAPITAL PARK, PRETORIA

Duly instructed by the trustee in the insolvent estate H. Cavanagh, Master's Reference T3004/98.

We will sell Wednesday, 23 February 1994 at 11:00, on site 234 Flowers Street, Capital Park.

This genuine Golden Oldie situated approximately 200 m from Paul Kruger Street, comprise three bedrooms, spacious lounge, dining-room, fitted kitchen, lock-up garage, maid's room and neat garden.

View by appointment.

Terms: 20% (twenty per cent) on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

AUCOR (PTY) LTD

ZEISCOR (PTY) LIMITED, IN LIQUIDATION, MASTER'S REFERENCE T1050/92

Bedfordview, Moroccan magnificence—exquisite home for the executive set in a lush exotic garden with a sparkling pool.

Duly instructed by the Liquidator in the above-mentioned matter, the Aucor Group will sell by public auction, the following property:

Portion 1, Erf 539, Bedfordview, Extension 102. Known as 4A Briggs Avenue, Bedfordview.

Date of sale: Saturday, 19 February 1994.

Time: 10:30.

Place: On site, 4A Briggs Avenue, Bedfordview Extension 102.

Viewing: By arrangement with the Aucor Group.

Terms: 20% (twenty per cent) deposit by cash or bank-guaranteed cheque on the fall of the hammer. The balance by bank-guaranteed cheque acceptable to the trustee within 30 days of confirmation.

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.]

LEO AFSLAERS (EDMS.) BPK., Reg. No. 87/03427/07

INSOLVENSIEVEILING VAN WOONHUISE, SECUNDA EN EVANDER, OP 25 FEBRUARIE 1994, TEEN ONDERGENOEMDE TYE OP DIE ONDERSKEIE PERSELE

Behoorlik daartoe gelas deur die Kurators in die insolvente boedels **J. C. Basson, Meestersverwysing T3620/93**, en **J. O. de Klerk, Meestersverwysing T4246/93**, verkoop ons per openbare veiling ondergenoemde eiendomme:

A. Caledonrivierstraat 5, Secunda-uitbreiding 12 (Erf 4963): 10:00: Asbeswoonhuis met drie slaapkamers, twee badkamers, sit-, eet-, waskamer, kombuis, bediendekwartiere met badkamer, motorhuis en afdak. Erf 1 106 m². Verbeterings: 178 m².

B. Queenslandweg 16, Evander-uitbreiding 2 (Erf 1535): 11:30: Netjiese woonhuis met drie slaapkamers, twee badkamers, gesins-, sit-, eetkamer, kombuis, spens, ingeboude kaste, volvloermatte, dubbelmotorhuis, bediendekwartiere met badkamer, waskamer. Erf 1 388 m². Verbeterings: 274 m².

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslaaersnota: Ideale gesinswonings, goeie beleggings, naby alle fasiliteite.

Besigtiging: By die eiendomme (A) 10:00–17:00 en (B) na 15:00 (pasop vir hond) of reël met die afslaer.

Vir meer besonderhede skakel die kantoor gedurende kantoorure by [Tel. (012) 341-1314.]

LEO AFSLAERS (EDMS.) BPK., REG. No. 87/03427/07

INSOLVENSIEVEILING VAN NETJIESE VIER-SLAAPKAMERWONING MET SWEMBAD, HOOFWEG 566, ERASMIA, PRETORIA, OP 22 FEBRUARIE 1994 OM 10:30, OP DIE PERSEEL

Erf 452, Erasmia, Registrasieafdeling JR, Transvaal.

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **N. J. Swart, Meestersverwysing T4354/93**, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Woonhuis met vier slaapkamers, twee badkamers, studeerkamer, sit-, eet-, gesinskamer, kombuis met ooghoogte oond, volvloermatte en ingeboude kaste. Swembad, braai-area, motorhuis, afdak, boorgat, sprinkelbesproeiing en gevestigde tuin. Erf 1 487 m². Verbeterings: 214 m².

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslasnota: Ideale gesinswoning.

Besigtiging: By die eiendom (vra vir wag) of reël met die afslaer.

Vir meer besonderhede skakel die kantoor gedurende kantoorure by [Tel. (012) 341-1314.]

LEO AFSLAERS (EDMS.) BPK., REG. No. 87/03427/07

INSOLVENSIEVEILING VAN DRIE-SLAAPKAMERDUET, SUIKERBOSWEG 774, DOORNPOORT, PRETORIA OP 23 FEBRUARIE 1994 OM 10:30, OP DIE PERSEEL

Eenheid 1, Skema SS, Erf 488, Doornpoortskema 56/92.

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **G. D. Schoonraad, Meestersverwysing T4814/93**, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Woonhuis met drie slaapkamers, badkamer, oopplankombuis, stoof, sit-, eetkamer, dubbelmotorhuis, ingeboude kaste, volvloermatte, ommuur, gemeenskaplike buitetoilet. Verbeteringe: 122 m².

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Kurator.

BTW betaalbaar: Geen.

Afslasnota: Goeie belegging.

Besigtiging: By die eiendom (vra vir wag) of reël met die afslaer.

Vir meer besonderhede skakel die kantoor gedurende kantoorure by [Tel. (012) 341-1314.]

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Potgietersrus op 4 Maart 1994 om 10:00 voor die Landdroeskantoor te Potgietersrus die ondergemelde eiendomme by publieke veiling verkoop:—

(1) **GEDEELTE 54** van die plaas **STERKRIVIERNEDERSETTING 253**,

Registrasie Afdeling K.R., Transvaal;

GROOT 19,5121 hektaar

(2) **GEDEELTE 84** van die plaas **STERKRIVIERNEDERSETTING 253**,

Registrasie Afdeling K.R., Transvaal;

GROOT 11,1624 hektaar

(3) **GEDEELTE 148** van die plaas **STERKRIVIERNEDERSETTING 253**,

Registrasie Afdeling K.R., Transvaal;

GROOT 47,2806 hektaar

Blykens Akte van Transport T43220/1984

in die naam van **JOHANN CHRISTIAAN FOURIE**

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Eiendomme (1) tot (3) is gekoppel en word as 'n eenheid verkoop.

Ligging van hierdie eiendomme:—

51 km wes van Potgietersrus

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, motorhuis, 2 konvensionele oonde en sorteerkamer, ou woonhuis, massadroër, afdak en voerstoor. Veeke-
rend omhein en verdeel in kampe. Boorgat, gronddam, fontein en spruite.

Ressorteer onder die Sterkrivier Staatswaterskema en 20,1 hektaar van eiendom (1) 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, 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 eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die 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, kooppooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

VERWYSINGSNOMMER: AGAC 01885 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 3 Februarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Brits op 4 Maart 1994 om 10:00 voor die Landdroskantoor te Brits die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 238 ('n Gedeelte van Gedeelte 131) van die plaas ZOUTPANSDRIFT 415, Registrasie Afdeling J.Q., TRANSVAAL;

GROOT: 8,0512 Hektaar

L.W. 0,2532 hektaar van eiendom (2) is onteien deur die Transvaalse Provinsiale Administrasie.

(2) GEDEELTE 235 ('n Gedeelte van Gedeelte 131) van die plaas ZOUTPANSDRIFT 415, Registrasie Afdeling J.Q., TRANSVAAL;

GROOT: 19,5027 Hektaar;

Eiendomme (1) en (2) Blykens Akte van Transport T25675/1977

(3) GEDEELTE 220 ('n Gedeelte van Gedeelte 2) van die plaas ZOUTPANSDRIFT 415, Registrasie Afdeling J.Q., TRANSVAAL;

GROOT: 20,5840 Hektaar;

Eiendom (3) Blykens Akte van Transport T28955/1968

in die naam van JACOBUS DANIEL DU PLESSIS

Ligging van hierdie eiendomme:—

15km noordnoordwes van Brits

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (2): Woonhuis en stoorkamers. Boorgat, houerdam.

Eiendom (3): Woonhuis, stoorkompleks, voerkraalafdak en arbeidershuise, 4 Boorgate, 2 houerdamme en dam.

Ressorteer onder die Hartebeespoort Staatswaterskema en 3,5 hektaar van eiendom (1), 11,2 hektaar van eiendom (2) en 15,5 hektaar van eiendom (3) is onderskeidelik daaronder ingelys.

Dit word beweer dat waterbelasting ten bedrae van R5 701,91 plus rente op die eiendomme verskuldig is soos op 1993-07-31.

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 eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal: —

- (a) Minstens een-tiende van die koopprys
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.
- (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
- (d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, 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: AIAA 01955 01G 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 3 Februarie 1994.

PROPERTY MART SALES

RYNFELD—BENONI

Duly instructed by the Trustee in the insolvent estate **Gene de Villiers, Master's Reference T2434/93.**

Erf 1732, Rynfield, Benoni, measuring 3 051 square metres in extent and situated at 57 Van Rooyen Street.

The improvements comprise of: Lounge, dining-room, interleading onto a covered patio, large modern kitchen with built-in cupboards and eye-level oven, three bedrooms with ample built-in cupboards, two bathrooms (main en suite) and a study. The outbuildings comprise of servants' quarters with facilities, double garage, paved driveway and swimming-pool. The entire property is walled.

Sale takes place on the spot on Tuesday, 22 February 1994 at 11:00.

Vacant stand Croyden Erf 838, Croyden Extension 1, Kempton Park, measuring 1 170 square metres and situated at 14 Karnelian Street.

Zoning: Residential 1.

Sale takes place on the spot on Tuesday, 22 February 1994 at 12:30.

Terms: 20% (twenty per cent) deposit at drop of the hammer in cash or bank cheque. Balance within 30 days from confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), 244 Louis Botha Avenue, Pogir Ginsberg House, First Floor, Orange Grove, 2192; P.O. Box 46059, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215.] After hours: C. Mostert [Tel. (011) 793-6164.]

EDDIE LEONARD AFSLAERS BK, (BK92/21711/23)

VEILING VAN GROOT HOEVEELHEID INDUSTRIËLE NAALDWERKMASJIENE EN TOEBEHORE

In opdrag van die Likwidateur van **E & R Clothing CC**, in likwidasie, word die ondergemelde los goedere verkoop by die perseel te mangaanstraat 9A, Industriële gebied, Rustenburg, op Vrydag, 18 Februarie 1994 om 14:00:

Ses Juki naaimasjiene, drie elektriese waaiers, 10 Harrison overlappers, twee elektriese waaiers, drie Eastman cutters, Sanyo hoëtrouset en twee luidprekers, Maimin cutter, hout garingrak, drie Siruba Overlocker Elasticator, staallasseerkabinet, drie Siruba coverseam, klein houtlessenaar, Siruba overlocker, groot hout lessenaar, drie Mitsubishi naaimasjiene, lessenaarstoel, drie Kansai special coverseam, elektriese slypsteen (grinder), Jetsew overlocker, Safeway muurhorlosie, vier Rimaldi overlappers, aluminium lêer, drie Rimaldi coverseam, 19 plastiese emmers, 7kg BCF brandblusser, ses plastiese asblikke, Juki Lockstitch, vier bondels kleremateriaal, vier spesiaal gemaakte verpakings tafels (1,83 x ,95) (staalraam met "prestwood" blad), vier spesiaal gemaakte verpakings tafels (2,70 x ,70) (staalraam met "prestwood" blad), vier spesiaal gemaakte verpakings tafels (1,20 x ,61) (staalraam met "prestwood" blad), spesiaal gemaakte verpakings rak (2,40 x 1,55) (staalraam met "prestwood" blad) (drie rakke), groot snytafel (6,00 x 1,85 staalraam en "prestwood" blad), spesiaal gemaakte verpakingsrak (.92 x ,50) (drie rakke), 30 klein masjientafeltjies, twee bondels "ribbings", 34 werkstoel, kleres afvalmateriaal, NCR kasregister, vier plastiese prysmerkers, drie staal/draad toesluit kaste, twee kroegstoeltjies, houttafel (1,40 x 0,96), kombinasie hout/staal verhoog (2,0 x 2,0), Penelyttafel (1,40 x 0,90), plastiese asblik, staaltafels met "prestwood" blaaië, drie warmwater ketels, Avery staanskaal, Urn vleklose staal elektriese ketel, staal kombuis (drie deure en twee laaie).

Navrae: Eddie Leonard of Reinet Bunge, Unitedgebou, Tweede Verdieping, Steenstraat, Rustenburg. [Tel. (0142) 2-0221.] [Faks (0142) 2-8904.]

Besigtiging: Dag met veiling of op afspraak.

JAAP VAN DEVENTER AFSLAERS**PUBLIEKE VEILING**

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **R. J. Raaths**, sal die ondervermelde eiendom aangebied word op 25 Februarie om 11:00, te die eiendom:

Erf 2659, geleë in die dorp Middelburg-uitbreiding 9, beter bekend as Erembeestraat 40, Middelburg.

Verbeterings: Woonhuis bestaande uit vier slaapkamers, sitkamer, eetkamer, kombuis, werkskamer, kroegarea, enkel motorhuis met afdak en bediende kwartiere.

Afslalersnota: Die eiendom vertoon mooi en is die ideale koop vir 'n afgetrede paar of vir beginners.

Voorwaardes van koop: 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapkoerse.

Vir meer besonderhede kontak: Hercules Campher (0132) 2-5203 (kantoorure), of 2-1170 (na-ure).

VAN'S AFSLAERS**VEILING HOEWE, VERWOERDBURG**

In opdrag van die Kurator van insolvente boedel **G. J. van der Merwe, T2592/93**, verkoop Van's Afslalers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Woensdag, 16 Februarie 1994 om 11:00, te Hoewe 5, Basdenstraat, Dië Hoewes, Verwoerdburg.

Groot: 1,378 ha.

Verbeterings: Woonhuis met vyf slaapkamers, eet- en twee sitkamers, drie badkamers, kombuis, studeerkamer, opwas, waskamer en motorhuise.

Betaling: 10% (tien persent) deposito plus kommissie in kontant of gewaarborgde tjek. Waarborg binne 30 dae daarna.

Inligting: Skakel Van's Afslalers [Tel. (012) 335-2974.]

TRAKMAN'S AUCTION SALES**COMPANY IN LIQUIDATION**

Instructed thereto by the Liquidator of **Lavo Electronics (Pty) Ltd**, in liquidation, **Master's Ref. No. T2779/93**, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Thursday, 17 February 1994 at 10:30.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139. [Tel. (011) 614-7135.]

TRAKMAN'S AUCTION SALES**COMPANY IN LIQUIDATION**

Instructed thereto by the Liquidator of **Fifth Avenue Luggage (Pty) Ltd**, in liquidation, **Master's Ref. No. T2034/93**, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Thursday, 17 February 1994 at 10:30.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139. [Tel. (011) 614-7135.]

TRAKMAN'S AUCTION SALE**INSOLVENT ESTATE**

Instructed thereto by the Liquidator of **J. N. Moolman**, in liquidation, **Master's Ref. No. T2565/93**, we will sell the assets at Our Mart, 5 First Street, New Doornfontein, Johannesburg, on Thursday, 17 February 1994 at 10:30.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, P.O. Box 53544, Troyeville, 2139. [Tel. (011) 614-7135.]

ERPO AFSLAERS**INSOLVENTE BOEDEL**

Namens die voorlopige Kurator in die insolvente boedel **H. J. Visser, T3527/93**, verkoop ons die onderstaande vaste eiendom per openbare veiling te Joubertstraat 186, Rustenburg, op Vrydag, 18 Februarie 1994 om 10:00:

Beskrywing: Erf 1200, Registrasieafdeling Rustenburg.

Groot: 1 428 vierkante meter.

Verbeterings: Drie slaapkamerwoonhuis.

Terme: 15% (vyftien persent) by toeslaan van bod. Waarborg binne 30 (dertig) dae.

Bekragtiging: Binne 7 (sewe) dae.

Navrae: Erpo Afslaers, Steenstraat 27, Rustenburg. [Tel. (0142) 97-2532/3.]

BID-A-BID AUCTIONEERS

COMPANY IN LIQUIDATION

Duly instructed by the Liquidator of **Stilvaal Tyre CC**, in liquidation, **Master's Reference T3664/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Eikenhof, on Wednesday, 16 February 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

COMPANY IN LIQUIDATION

Duly instructed by the Liquidator of **Airose CC**, in liquidation, **Master's Reference T2666/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Eikenhof on Wednesday, 16 February 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

INSOLVENT ESTATE

Duly instructed by the Trustee of insolvent estate **S. M. Leuwenink**, **Masters Reference T3535/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Eikenhof, on Wednesday, 16 February 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

INSOLVENT ESTATE

Duly instructed by the Trustee of insolvent estate **P. G. Vermeulen**, **Master's Reference T3552/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Eikenhof, on Wednesday, 16 February 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

INSOLVENT ESTATE

Duly instructed by the Trustee of insolvent estate **S. H. Smuts**, **Master's Reference T4283/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Eikenhof, on Wednesday, 16 February 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

INSOLVENT ESTATE

Duly instructed by the Trustee of insolvent estate **W. Mostert**, **Master's Reference T4040/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Eikenhof, on Wednesday, 16 February 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS

INSOLVENT ESTATE

Duly instructed by the Trustee of insolvent estate **A. J. P. and T. A. Jooste**, **Master's Reference T810/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Eikenhof, on Wednesday, 16 February 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS**INSOLVENT ESTATE**

Duly instructed by the Trustee of insolvent estate **W. J. M. and M. E. Erasmus, Master's Reference T1279/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Eikenhof, on Wednesday, 16 February 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS**INSOLVENT ESTATE**

Duly instructed by the Trustee of insolvent estate **H. Coetzer, Master's Reference T2056/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Eikenhof, on Wednesday, 16 February 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS**INSOLVENT ESTATE**

Duly instructed by the Trustee of insolvent estate **L. P. and E. A. Gerber, Master's Reference T4277/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Eikenhof, on Wednesday, 16 February 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS**INSOLVENT ESTATE**

Duly instructed by the Trustee of insolvent estate **D. P. and A. C. Visagie, Master's Reference T4178/92**, we will sell the assets at Plot 111, Dan Pienaar Drive, Eikenhof, on Wednesday, 16 February 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

BID-A-BID AUCTIONEERS**INSOLVENT ESTATE**

Duly instructed by the Trustee of insolvent estate **E. S. G. Kritzas, Masters Reference T1266/93**, we will sell the assets at Plot 111, Dan Pienaar Drive, Eikenhof, on Wednesday, 16 February 1994 at 10:30.

Terms: Cash or bank-guaranteed cheque.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

AUCOR (PTY) LTD

JOSBUR CC, IN LIQUIDATION, MASTER OF THE SUPREME COURT REFERENCE T2057/93

Components to be auctioned at 23 Fountain Road, (off Terrace), Eastleigh, Edenvale, on Tuesday, 22 February 10:30.

View: Monday, 21 February 1994 from 09:00 to 16:00.

Terms: R2 000 (two thousand rand) refundable deposit. The balance to be paid on the day of the sale. buyers being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT.

Note: No cash will be accepted at the auction site, but may be paid in at the nearest First National Bank or Standard Bank.

For further details please contact the auctioneers: Aucor (Pty) Ltd, 14 Apple Road, Wendywood. [Tel. (011) 444-5550.] (Fax 444-5551.) S.A.I.A.

AUCOR (PTY) LTD

ZEISCOR (PTY) LIMITED, IN LIQUIDATION, MASTER'S REFERENCE T1050/92

Bedfordview, Moroccan magnificence exquisite home for the executive set in a lush exotic garden with a sparkling pool.

Duly instructed by the Liquidator in the above-mentioned matter, the Aucor Group will sell by public auction, the following property: Portion 1, Erf 539, Bedfordview, Extension 102, known as 4A Briggs Avenue, Bedfordview.

Date of sale: Saturday, 19 February 1994.

Time: 10:30.

Place: On site, 4A Briggs Avenue, Bedfordview Extension 102.

Viewing: By arrangement with the Aucor Group.

Terms: 20% (twenty per cent) deposit by cash or bank-guaranteed cheque on the fall of the hammer. The balance by bank-guaranteed cheque acceptable to the trustee within 30 days of confirmation.

The above is subject to change without prior notice.

Aucor (Pty) Ltd, 14 Apple Road, Wendywood, Sandton, 2148. [Tel. (011) 444-550.] [Fax (011) 444-5551.]

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **J. D. en J. E. Venter**, sal die ondervermelde plaaseiendom en roerende goedere aangebied word op 26 Februarie 1994 om 10:00, te die plaas Bosspruit.

Plaas Bosspruit is ongeveer 569 hektaar groot.

Verbeterings: Woonhuis bestaande uit ses slaapkamers, drie badkamers, sitkamer, eetkamer, TV kamer en studeerkamer. 'n Groot stoor van ongeveer 13 by 9 meter en twee bediendekwartiere asook pakkamers. Op die eiendom kom voor veehanterings- en dipperiewe, 'n sementdam met toegeruste boorgat asook 'n grond dam wat gevoed word uit 'n standhoudende spruit. Lande bestaan uit 180 hektaar gevestigde oulandsgas en die balans is weiding wat verdeel is in 11 kampe. Die eiendom is geleë op die Wonderfontein-Stoffbergpad, ongeveer 12 kilometer tot by T-aansluiting, draai links en volg rigting-wysers verder op dag van veiling.

Roerende bates: Opel Club, Sapphire Ghia, Husky bussie, Scania, Ford F100 skroot, Suzuki jeep, kluis, staalstoor, hark, Opel Monza, Ford Courier, Isuzu 800 D-trok, blou Sapphire, Ford F150 skroot, Ford 6600 trekker, twee stelle proef Kruger-rande, snymasjien en sweismasjien.

Roerende bates kan bygevoeg of weggelaat word.

Om 11:00, sal die roerende bates wat nie op die plaas is nie verkoop word by Pond Paneelkloppers, Belfast.

Afslaaersnota: Volg rigtingwysers soos hierbo aangedui op dag van veiling.

Voorwaardes van koop—onroerende bates: 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapkoerse.

Voorwaardes van koop roerende bates: Kontant of bankgewaarborgde tjek op dag van veiling plus BTW.

Vir meer besonderhede kontak Hercules Campher (0132) 2-5203 kantoorure, of 2-1170 saans.

PETER WILLIAMS

(Reg. No. 83/38/33)

PROPERTY AUCTIONS

Insolvent estate sale of well-situated dwelling, Moot Street, Daspoort.

Duly instructed thereto by the Trustee in the insolvent estate of **J. J. Croukamp, Master's Reference T3867/93**, we will sell, on Thursday, 17 February 1994 at 11:00, on the spot, i.e. 771 Moot Street, Daspoort, the undermentioned property:

Portion 2 of Erf 110, Daspoort, measuring 991 square metres, being 771 Moot Street, on which is erected:

A north-facing brick under iron dwelling of three bedrooms, lounge/dining-room, bathroom with separate toilet, kitchen and north-facing front verandah. Outbuildings of single garage, servant's room and toilet. Concrete driveway.

Auctioneer's note: This property is well-situated close to shops, schools, etc.

Financing: A substantial building society bond is available to an approved purchaser.

Viewing: By arrangement.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichard Street, Mayville, Pretoria. (Tel. 335-2931/2.)

PETER WILLIAMS

(Reg. No. 83/38/33)

PROPERTY AUCTIONS

INSOLVENT ESTATE SALE OF ATTRACTIVE, NORTH-FACING FAMILY HOME IN NEAT AND TIDY CONDITION, DASPOORT ESTATE

Duly instructed thereto by the Trustee in the insolvent estate of **C. C. E. de Klerk, Master's Reference T4881/93**, we will sell, subject to confirmation, on Tuesday, 22 February 1994 at 10:00, on the spot, i.e. 1023 Piet van den Heever Street, Daspoort Estate, the undermentioned property:

Portion 1 of Erf 25, Daspoort Estate, measuring 991 square metres, being 1023 Piet van den Heever Street, on which is erected:

A north-facing plastered brick under iron family home of lounge/dining-room, family/TV-room, three north-facing bedrooms, main bedroom with bathroom en suite, shower and toilet, fully tiled kitchen with eye-level oven and cooking hob.

Outbuildings of double garage.

Large private well-wooded garden with numerous trees and shrubs, and attractive swimming-pool area.

Auctioneer's note: Prospective purchasers are urged to view this property as the buildings are in a neat and tidy condition, situated on a well-maintained property.

Viewing: Daily from Monday 14 February between 09:00 and 18:00.

Terms: 10% (ten per cent) deposit on day of sale, plus auctioneer's commission of 6% (six per cent) plus VAT thereon, and balance of purchase price within 30 days of confirmation.

Financing: A substantial building society bond is available to an approved purchaser.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichard Street, Mayville, Pretoria. (Tel. 335-2931/2.)

VAN'S AFSLAERS

VEILING NOORDWYK-WONING

In opdrag van die Kurator van insolvente boedel **J. de Klerk, T2822/93**, verkoop Van's Afslers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Donderdag, 17 Februarie 1994 om 11:00, te Kiatstraat 884, Noordwyk, Midrand.

Groot: 1 220 m².

Verbeterings: Woning met drie slaapkamers, oopplankombuis/sit-/eetkamer en badkamer.

Betaling: 10% (tien persent) deposito plus kommissie in kontant of gewaarborgde tjek. Waarborg binne 30 dae daarna.

Inligting: Skakel Van's Afslers [Tel. (012) 335-2974.]

VAN'S AFSLAERS

VEILING NOORDHEUWEL-WONING

In opdrag van die Kurator van insolvente boedel **D. Pretorius, T3501/93**, verkoop Van's Afslers ondervermelde eiendom per openbare veiling, sonder reserwe, onderhewig aan bekragtiging:

Vrydag, 18 Februarie 1994 om 11:00, te Roggeveldstraat 36, Noordheuwel, Krugersdorp.

Groot: 1 193 m².

Verbeterings: Woning met drie slaapkamers, sit-/eet-, was-, studeer- en twee badkamers, kombuis, opwas; swembad, braai-area en motorhuis.

Betaling: 10% (tien persent) deposito plus kommissie in kontant of gewaarborgde tjek. Waarborg binne 30 dae daarna.

Inligting: Skakel Van's Afslers [Tel. (012) 335-2974.]

INSOLVENTE BOEDELVEILING

J. A. RABIE, MEESTERSVERWYSING T3888/93

Behoorlik gemagtig deur Kurator in bogenoemde boedel verkoop ons per openbare veiling, op 22 Februarie 1994 om 12:00, Deel 20, Deelplan SS245/90, Hildanora, Erf 735, Mountain View, Registrasieafdeling JR, Transvaal.

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.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE, A. KREOUZIS, MASTER'S REFERENCE T2991/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 110 Douglas Harris Drive, Meyersdal Extension 14, District of Alberton, Transvaal, on Monday, 14 February 1994 at 10:30. A vacant land.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: C. W. ALDRICH, MASTER'S REFERENCE T3441/93 AND L. T. MIDGLEY, MASTER'S REFERENCE T3468/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at Gammid Properties CC, jointly owned by both insolvent estates, 100 High Street, George Town, District of Germiston, Transvaal, on Wednesday, 16 February 1994, commencing at 10:30. A double volume warehouse.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: S. E. MAHNE, MASTER'S REFERENCE T997/92**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at section 32 of section 15 of the farm Blaubank, 505 JQ, (Krugersdorp/Rustenburg Road), District of Magaliesburg, Transvaal, on Friday, 18 February 1994 at 10:30. A vacant land.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: W. F. MAGEE, MASTER'S REFERENCE T3345/93**

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 36 Honibal Avenue, Discovery, District of Roodepoort, Transvaal, on Tuesday, 15 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**PROPERTY IN POSSESSION**

Duly instructed by a certain leading financial institution, we will sell by public auction, on site at 3 Beleta Avenue, Boskruin, District of Randburg, Transvaal, on Monday, 14 February 1994 at 10:30. A four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**PROPERTY IN POSSESSION**

Duly instructed by a certain leading financial institution, we will sell by public auction, on site at 39 Kompas Road, Quellerina Extension 1, District of Roodepoort, Transvaal, on Wednesday, 16 February 1994 at 12:00. A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**PROPERTY IN POSSESSION**

Duly instructed by a certain leading financial institution, we will sell by public auction, on site at 7 Riekerk Street, Ontdek-ers Park, District of Roodepoort, Transvaal, on Wednesday, 16 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.]

PWV AFSLAERS BK**PUBLIEKE VEILING VAN PRAGTIGE KLEINHOEWE TE BREDELL, DISTRIK KEMPTON PARK**

In opdrag van die Kurator in die insolvente boedel van **Christiaan Johannes Lombaard, Meestersverwysing T3254/93**, verkoop ons die volgende:

Sekere Hoewe 260, Bredell-landbouhoewes, Kempton Park, groot 1 4338 ha. Beter bekend as Negende Laan 260, met die volgende verbeteringe daarop:

Luukse, ruim dubbelvlak siersteen woonhuis bestaande uit: Sitkamer, eetkamer, familiekamer, kombuis (soliede Imbuia kaste), spens met wasbakke, opwaskamer, vier slaapkamers (hoof en-suite), badkamer en aparte toilet.

Die woonhuis se vloer bestaan uit Italiaanse Keramiekteëls en volvloermatte met Siligna plafonne.

Buitegeboue bestaande uit (Aangrensend aan huis):

Grondvlak: Kantoor met instapkluis, toilet met wasbak, drie toesluit motorhuise, afdak vir drie motors (plaveisel voor motorhuise en afdakke).

Eerste vlak: Gastekamer met volle geriewe.

Ander verbeteringe: Stalle en laaigeriewe vir vee, twee ten volle toegeruste boorgate, twee lapas (een met 'n braai).

Afslaersnota: Hierdie 640 vierkante meter woonhuis is uniek in sy klas.

Datum: Dinsdag, 15 Februarie 1994.

Tyd: 10:00.

Plek: Op die perseel Hoewe 260, Negende Laan, Bredell, Kempton Park.

Skakel gerus vir meer inligting!

PWV Afslaers BK, Posbus 6200, Pretoria. [Tel. (012) 21-5780.]

PWV AFSLAERS BK**BEKENDE VOËLPLAAS TE KOOP PER PUBLIEKE VEILING**

In opdrag van die gesamentlike Kurators in die insolvente boedel **Edward Godfrey Kenneth Williams, Meestersverwysing T939/93**, handeldrywende as Kameeldrift Bird Farm, verkoop ons die volgende:

Sekere Gedeelte 211, van die plaas Kameeldrift 298, beter bekend as Kameeldrift Bird Farm, Registrasieafdeling JR, groot 6,9134 hektaar, met die volgende verbeteringe daarop:

Ruim woonhuis bestaande uit sitkamer, TV-kamer, eetkamer, groot kombuis met opwas geriewe, drie groot slaapkamers en suite en gaste toilet.

Ontspanningsarea bestaande uit groot grasdak lapa met kaggel, borrelbad, dansbaan en swembad.

Buitegeboue bestaande uit: Grasdak afdakke vir twee motors, twee toesluit motorhuise, rondawels, vier buitekamers, ses arbeiders huise, groot staalskuur en drie toegeruste boorgate.

Moderne voëlplaas bestaande uit die volgende: Meer as genoeg hokke vir jongvoëls, broeivoëls asook eksotiese voëls.

Daar is voldoende broeikamers asook kwarantynkamers.

Daar is ook fasiliteite vir watervoëls.

Datum: 18 Februarie 1994.

Tyd: 10:00.

Plek: Op die perseel.

Rigting aanwysings: Neem die N1 snelweg vanaf Pretoria na Pietersburg. Neem die Zambesi/Cullinun afrit, regs onder-deur snelweg, oor stopstraat, volgende aanwysiging Kameeldrift, links. Ongeveer 2,5 km op die regterkant.

Afslaersnota: Die eiendom is 'n absolute moet vir die voëlboer.

PWV Afslaers BK, Posbus 6200, Pretoria. [Tel. (012) 21-5780.]

LIBRA AFSLAERS**INSOLVENTE BOEDELVEILING WENTWORTH-PARK-KRUGERSDORP**

In opdrag van die Kurator in die insolvente boedel van **J. M. Oelsen, Meestersverwysing T4026/93**, verkoop ons die ondergenoemde eiendom per openbare veiling by die perseel op Woensdag, 16 Februarie 1994 om 11:00.

Eiendom: Erf 241, ook bekend as Hoofrifweg 374, Wentworthpark, Krugersdorp.

Teëldak woning met siersteen afwerking, het drie slaapkamers, badkamer, kombuis, eetkamer, sitkamer, aparte toilet, swembad, motorhuis, stoorkamer, bediendekamer asook afdak vir twee motors. Betonmure omring die 833 m² netjiese erf.

Verkoopvoorwaardes: 20% (twintig persent) van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van koopprijs verseker te word by wyse van 'n bankierswaarborg binne 21 dae na datum van veiling.

Besigtiging: Deur afspraak met die afslaers.

Navrae: Libra Afslaers [Tel. (011) 674-2336.] Giel Bezuidenhout/Marita Wright.

Ideale koop! Moet die veiling nie misloop nie.

AUCTRADE AFSLAERS

INSOLVENTE BOEDELVEILING VAN 'N LANDBOUHOEWE MET 'N RUIM VYF SLAAPKAMERWONING EN WOONSTEL TE SPAARWATER, HEIDELBERG, ASOOK DIE DRANKLISENSIE VAN DIE "OU MEULE" DRANKWINKEL TE HEIDELBERG, TRANSVAAL

In opdrag van die Kurator in die insolvente boedel **W. A. de Man, Meestersverwysing T4504/93**, verkoop ons die ondervermelde eiendom en dranklisensie per publieke veiling ter plaatse op Woensdag, 16 Februarie 1994 om 11:00, te Landbouhoeve 132, Spaarwater, Heidelberg, en 12:00 die dranklisensie van die "Ou Meule" Drankwinkel, hoek van Schoeman- en Meyerstraat, Heidelberg, Transvaal:

Eiendom: Landbouhoeve 132, Spaarwater, Heidelberg, Transvaal.

Grootte: 1,0310 hektaar.

Verbeterings: Woning bestaande uit vyf slaapkamers (HES), twee badkamers, TV-kamer, ingangsportaal, sitkamer/eetkamer, kombuis, opwasarea en 'n toegemaakte stoep.

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

Buitegeboue: Sementdam, boorgat, pompkamer met dompelpomp, twee werkskamers, dubbelmotorhuis, bediendekamer en hoenderhokke.

Rigtingwysers: Volg die Benoni pad vir ± 7 kilometers buite Heidelberg, volg ons rigtingwysers.

Drankwinkellisensie: Dranklisensie van die "Ou Meule" Drankwinkel, te hoek van Schoeman en Meyerstraat, Heidelberg.

Verkoopvoorwaarde van die eiendom: 10% (tien persent) deposito van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborgte ter versekering van die balans van die koopprijs moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Verkoopvoorwaarde van die dranklisensie: Slegs kontant of bankgewaarborgde tjek.

Besigtiging/Besonderhede: Daagliks tussen 08:00 en 18:00 of skakel die Afslaer by (012) 343-0741 of Radiospoor (012) 323-1020 Kode AT11.

Naam van adverteerder: Auctrade, Posbus 30124, Sunnyside, 0132.

KAAP . CAPE

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ADELAIDE op 4 Maart 1994 om 10:00 voor die Landdroskantoor te ADELAIDE die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 3 (CARLSRUHE) ('n gedeelte van Gedeelte 2) van die plaas GLEN STEWART nr. 108, in die Afdeling Fort Beaufort

GROOT 147,3406 hektaar

(2) Gedeelte 1 van die plaas BAVIAANS KRANS nr. 107, in die Afdeling Fort Beaufort

GROOT 192,7185 hektaar

(3) Restant van die plaas GLEN STEWART nr. 108, in die Afdeling Fort Beaufort

GROOT 799,8325 hektaar

Eiendomme (1) tot (3) blykens Akte van Transport T52667/1981, geregistreer in die naam van JOHANNES FRANCOIS NORVAL.

(4) Gedeelte 2 (RY-KLOOF) van die plaas ELLINGTON nr. 72 in die Afdeling Fort Beaufort

GROOT 449,7589 hektaar

Eiendom (4) blykens Akte van Transport T26094/1966

(5) Die restant van die plaas KAALPLAATS nr. 74 in die Afdeling Fort Beaufort

GROOT 1266,7280 hektaar

Eiendom (5) blykens Akte van Transport T30635/1982

(6) Gedeelte 1 (STILLERUS) van die plaas BOSCH FONTEIN nr. 33 in die Afdeling Fort Beaufort

GROOT 214,1330 hektaar

Eiendom (6) blykens Akte van Transport T45160/1984

Eiendomme (4) tot (6) geregistreer in die naam van CARL DIXIE NORVAL.

Aktes van Transport T52667/1981 en T26094/1966 sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (3):— 20 km noordoos van Adelaide

Eiendom (4):— 25 km noordoos van Adelaide

Eiendom (5):— 26 km noordoos van Adelaide

Eiendom (6):— 35 km noordoos van Adelaide

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3)

Woonhuis, motorhuis en buitekamer. Veekerend omhein en verdeel in kampe. Verskeie spruite en fonteine.

Eiendom (4)

Implementeskuur, voerskuur en arbeidershuis. Veekerend omhein en verdeel in kampe. Grondbesproeiingsdam, sementdam, 4 drinkbakke en fonteine. Kaalhoekrivier.

Eiendom (5)

Woonhuis, voerskuur, implementeskuur, stoorkamer, bulstal met afdak, motorhuis, afdak en stoorkamers, 4 bokstalle, skeerskuur, veeskuur en 6 arbeidershuise. Veekerend omhein en verdeel in kampe. 6 Boorgate, grondbesproeiingsdam, 15 gronddamme, 12 sementdamme, 34 drinkbakke, uitkeerwal in Kaalhoekrivier.

Eiendom (6)

Woonhuis, motorhuis, stoorkamer en afdak, rondawel en 2 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. Boorgat, sementdam en uitkeerwal in Bosrivier. Koonaprivier, Bosrivier en Braambosspuit.

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% Afslaskommissie 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: DCAA 00033 01G 07G 08G 10G 11G

DCAA 04008 01G

DCAA 02890 01G 04G

(REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 3 Februarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ABERDEEN op 4 Maart 1994 om 10:00 voor die Landdroskantoor te ABERDEEN die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 6 ('n gedeelte van Gedeelte 2) van die plaas BARENDS KUIL nr. 164

Afdeling van Aberdeen

GROOT 81,7274 hektaar

(2) Restant van Gedeelte 2 van die plaas BARENDS KUIL nr. 164

Afdeling van Aberdeen

GROOT 606,6217 hektaar

(3) Gedeelte 4 ('n gedeelte van Gedeelte 1) van die plaas BARENDS KUIL nr. 164

Afdeling van Aberdeen

GROOT 1106,1582 hektaar

(4) Gedeelte 4 (ENKELDOORN) (Gedeelte van Gedeelte 1) van die plaas KAREE LEEGTE nr. 168

Afdeling van Aberdeen

GROOT 1504,9848 hektaar

(5) Restant van Gedeelte 1 van die plaas BARENDS KUIL nr. 164

Afdeling van Aberdeen

GROOT 2490,5081 hektaar

Blykens Akte van Transport T60493/1983

in die naam van ANDRE VAN DER WESTHUIZEN

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

70 km suidsuidwes van Aberdeen

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

2 Woonhuise, enjinkamer, 3 arbeidershuise, skeerskuur, bokskuur, stoorkamer, motorhuis en skuur. Jakkalsproef omhein en verdeel in kampe. 13 Boorgate, tenk, 5 gronddamme, 2 asbestenke, 8 sementdamme en 21 suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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: DEAA 02006 02G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 3 Februarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ALIWAL-NOORD op 4 Maart 1994 om 10:00 voor die Landdroskantoor te ALIWAL-NOORD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 3 (ANNEX NABO) (gedeelte van Gedeelte 1) van die plaas VAAL KOP nr. 61, in die Afdeling Aliwal-Noord
GROOT 12,2541 hektaar

(2) Die restant van Gedeelte 2 (NABO) van die plaas VAAL KOP nr. 61, in die Afdeling Aliwal-Noord
GROOT 800,7832 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T54592/1987

in die naam van WILLEM JACOBUS VAN ZYL SCHOEMAN

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

19 km suidsuidwes van Aliwal-Noord

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, melkportaal met koelkamers, bulstal, implementeskuur met afdak, voerskuur en 5 arbeidershuise. Gedeeltelik veekerend en jakkalsproef omhein en verdeel in kampe. 4 Boorgate, sementdam en 6 drinkbakke, 5 keerwalle, spruit en fontein.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die 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: DCAC 04175 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 3 Februarie 1994.

NATAL

AUCOR (NATAL) (PTY) LTD

INSOLVENT ESTATE M. DE QUINTAL: MASTERS
REFERENCE N447/93

Duly instructed by the Trustee in the above matter, we will sell by public auction the property known as 9 Spathodia Place, Glenhills, Durban, on Thursday, 17 February 1994 at 10:30.

For further particulars phone Aucor (Natal) (Pty) Ltd, (031) 305-6811.

PUBLIC AUCTION

NEWCASTLE DWELLING AND SHARES

Instructed thereto by the Trustees in the matter insolvent deceased estate **Hoosen Essop Amod, Master's Reference 5835/91**, we shall sell by public auction on Friday, 25 February 1994, at 96 Allen Street, Newcastle, the property more fully described as Subdivision 5 (of 1) of Lot 1122, Newcastle, Administration District of Natal, in extent 732 m², with the improvements thereon.

The conditions of sale provide for a cash deposit of 10% (ten per cent) on the day of the sale and confirmation within 14 days.

For further details please contact Bob Vorster at Tel. (03431) 2-6041; or P.O. Box 2817, Newcastle, 2940.

ZULULAND AUCTIONEERS**INSOLVENT ESTATE SALE OF MOVABLE ASSETS, EMPANGENI**

Duly instructed thereto by the Executor, Brain Lambert Kurz, in the insolvent estate of **Rasheed Ismail, Master's Reference N363/93**, we will sell, subject to confirmation, on 18 February 1994 at 11:00, on the spot, i.e. at Old Renckens Building, Old Sugar Mill, Empangeni, the goods mentioned herein.

Quantity description: Four drawer wooden desk, two filing cabinets (steel), two office counters, office equipment, including 12 sets of metal shelving, a display cabinet, an extraction fan with a 220 volt motor, a display cabinet and various items of SA Pine shelving.

For further details: Contact the auctioneer, Mr Kruger, the auctioneer, at Zululand Auctioneers, 107 TML House, Union Street, P.O. Box 1331, Empangeni. [Tel. (0351) 92-4082.]

LOURENS ROOS AGENTSAPPE**INSOLVENTE VEILING: J. S. HERMAN, DUNDEE, NOORD-NATAL**

Dinsdag, 22 Februarie 1994 om 11:00, by LRA Kantore, Victoriastraat 86, Dundee.

In opdrag van die Kurator in die insolvente boedel van **J. S. Herman, N310/93**, sal ons te koop aanbied per publieke veiling die volgende eiendomme: Lot 397 en 400, geleë te Douglasstraat 15, Dundee, Natal, drieslaapkamerwoning.

Verwysingsnommer: N310/93.

Lourens Roos Agentskappe, Posbus 1311, Dundee, 3000. [Tel. (0341) 2-4097/8.] (Faks 23502.)

**ORANJE-VRYSTAAT
ORANGE FREE STATE****PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Brandfort op 11 Maart 1994 om 10:00 voor die Landdroskantoor te Brandfort die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas BOSCHKRAAL 393, distrik Brandfort

GROOT: 234,0045 hektaar

(2) Die plaas RONDEDAM 376, distrik Brandfort

GROOT: 234,0045 hektaar

Blykens Akte van Transport T553/1985

in die naam van GABRIEL PIENAAR

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

15km wes van Verkeerdevlei

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Arbeidershuis. Veekerend omhein en verdeel in kampe. 2 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 huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die 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.

VERWYSINGSNOMMER: BBAD 03975 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 3 Februarie 1994.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Wepener op 4 Maart 1994 om 10:00 voor die Landdroskantoor te Wepener die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas GELUK 317, distrik Wepener

GROOT: 256,9596 hektaar

Eiendom (1) Blykens Akte van Transport T6171/1960

(2) Die plaas QUILLIMANE 66, distrik Wepener

GROOT: 1164,3425 hektaar

Eiendom (2) Blykens Akte van Transport T6170/1960

in die naam van CATHARINA MARIA VAN DEN HEEVER

Die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

5km noord van Van Stadensrus

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Veekerend omhein en verdeel in kampe. 2 Boorgate.

Eiendom (2): Woonhuis, 3 buitekamers, voerafdak, klipkraal kompleks met afdak, skeerskuur met krale en dip, 7 store, staalstoor, stalle en rondawel. Veekerend omhein en verdeel in kampe. 4 Boorgate, 2 damme en krippe

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word vuetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 15% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, 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: BBAT 01461 01G 03G 05G 08G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 3 Februarie 1994.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: D. J. JANSEN VAN RENSBURG, MASTER'S REFERENCE T3547/93

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 7 Reid Street, Viljoenskroon, District of Viljoenskroon, Orange Free State, on Saturday, 19 February 1994 at 11:00, a three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

BELANGRIK!!

Plasing van tale: *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

IMPORTANT!!

Placing of languages: *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*



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water is kosbaar

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Don't abuse  it

water is for everybody

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

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Important

Please acquaint yourself thoroughly with the

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*of legal notices in the Government Gazette, as
well as the new tariffs in connection therewith*

***See List of Fixed Tariff Rates and Conditions on
front inner pages***