

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
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Government Gazette Staatskoerant

Vol. 334

PRETORIA, 8 APRIL 1993

No. 14723

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

SALES IN EXECUTION AND OTHER PUBLIC SALES

GEREGTELIKE EN ANDER OPENBARE VERKOPE

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

(COMMENCEMENT: 1 NOVEMBER 1992)

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	8,60
BUSINESS NOTICES	20,60
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	17,30
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL	10,40
UNCLAIMED MONEYS —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	5,10
<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	39,50
Declaration of dividend with profit statements, including notes	91,10
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	137,50
LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	31,00
LIQUOR LICENCE NOTICES in extraordinary <i>Gazette</i> :	
All provinces appear on the first Friday of each calendar month	29,30
(Closing date for acceptance is two weeks prior to date of publication.)	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations	51,60
Reductions or changes in capital, mergers, offer of compromise	137,50
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	137,50
Extension of return date	17,30
Supersessions and discharge of petitions (J 158)	17,30
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	79,10
Public auctions, sales and tenders:	
Up to 75 words	24,10
76 to 250 words	61,90
251 to 350 words (more than 350 words—calculate in accordance with word count table)	99,80

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

(INWERKINGTREDING: 1 NOVEMBER 1992)

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings

Tarief per
plasing

R

BESIGHEIDSKENNISGEWINGS	20,60
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	8,60
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9	17,30

L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toe-
gevoeg tot die basiese tarief.

ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	5,10
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL.....	10,40

Nie-gestandaardiseerde kennisgewings

DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant*:

Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	29,30
<i>(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)</i>	

GEREGTELIKE EN ANDER OPENBARE VERKOPE:

Geregtelike verkope	79,10
Openbare veilings, verkope en tenders:	
Tot 75 woorde	24,10
76 tot 250 woorde	61,90
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	99,80

LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	31,00
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MAATSKAPPYKENNISGEWINGS:

Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede- registers en/of verklaring van dividende	39,50
Verklaring van dividende met profytstate, notas ingesluit	91,10
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies	137,50

ORDERS VAN DIE HOF:

Voorlopige en finale likwidasies of sekwestrasies	51,60
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	137,50
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i>	137,50
Verlenging van keerdatum	17,30
Tersydestelling en afwysings van aansoeke (J 158)	17,30

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:

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:

Number of words in copy Aantal woorde in kopie	One insertion Een plasing	Two insertions Twee plasinge	Three insertions Drie plasinge
	R	R	R
1 – 100	29,30	41,30	49,90
101 – 150	43,00	61,90	73,90
151 – 200	58,50	82,50	99,80
201 – 250	72,30	103,10	123,80
251 – 300	86,00	123,80	147,90
301 – 350	101,40	144,40	173,60
351 – 400	115,10	165,00	197,60
401 – 450	130,60	185,60	223,50
451 – 500	144,40	206,30	247,50
501 – 550	158,10	226,90	271,60
551 – 600	173,60	247,50	297,40
601 – 650	187,40	268,10	321,40
651 – 700	202,90	288,80	347,30
701 – 750	216,60	309,40	371,30
751 – 800	230,40	330,00	395,40
801 – 850	245,80	350,60	421,10
851 – 900	259,50	371,30	445,10
901 – 950	275,00	391,90	471,00
951 – 1 000	288,80	412,50	495,00
1 001 – 1 300	374,80	536,30	642,90
1 301 – 1 600	462,40	660,00	790,60

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

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.

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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.

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 ADVERTEERDER

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

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.

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 INKOMSTEESELS**.

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.

(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.

(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.

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.

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.

Important Notice

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

Belangrike Kennisgewing

1. Sorg asb. dat u advertensies vroegtydig gepos word en dat die regte bedrag seëls daarop aanbring 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 ANNOUNCEMENT*Closing times PRIOR TO PUBLIC HOLIDAYS for***LEGAL NOTICES
GOVERNMENT NOTICES 1993***The closing time is **15:00** sharp on the following days:*

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

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

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

BELANGRIKE AANKONDIGING*Sluitingstye VOOR VAKANSIEDAE vir***WETLIKE KENNISGEWINGS
GOEWERMENSKENNISGEWINGS 1993***Die sluitingstyd is stiptelik **15:00** op die volgende dae:*

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

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

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

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

SALES IN EXECUTION • GEREGTELIKE VERKOPE

TRANSVAAL

Case 22563/92

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 Elna Randhof Building, corner of Selkirk and Blairgowrie Drives, Randburg, on Tuesday, 27 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Holding 379, North Riding Agricultural Holdings, Registration Division IQ, Transvaal, area 3,8933 (three comma eight nine three three) hectares, situation 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 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 of R100.

Dated at Johannesburg on 17 March 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8536.) (Ref. ForeclosuresN4:NB37.)

Case 12986/92

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Helmuth Alois Spoerk**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 28 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 62, Petervale Township, Registration Division IR, Transvaal, area 1983 (one thousand nine hundred and eighty-three) square metres, situation 11 Constable Road, Petervale.

Improvements (not guaranteed): A house under slate roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, double garage, swimming-pool, servant's quarters, servant's toilet with precast walls 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 maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on 17 March 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8536.) (Ref. ForeclosuresN1:NS83.)

Case 25020/92
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Carol Ann Groenewald**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 28 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 373, Sunninghill Extension 2 Township, Registration Division IR, Transvaal, area 1524 (one thousand five hundred and twenty-four) square metres, situation 43 Lingerett Avenue, Sunninghill Extension 2, Sandton.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, double garage, swimming-pool with precast and brick walls 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 of R100.

Dated at Johannesburg on 17 March 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8536.) (Ref. ForeclosuresN1:NS133.)

Case 34493/92
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Kimini-Mill CC**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Unit 2, North View, 45 Richards Drive, Halfway House, on Wednesday, 28 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Holding 74, Modderfontein Agricultural Holdings, Registration Division IR, Transvaal, area 1,7667 (one comma seven six six seven) hectares, situation 74 Third Road, Modderfontein Agricultural Holdings.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge/dining-room, study with garage.

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

Dated at Johannesburg on 18 March 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8536.) (Ref. ForeclosuresN1:NS166.)

Saak 3500/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Northandaso Miriam Zwana**, Eerste Verweerder en
Nomonde Bevlah Zwana, Tweede Verweerder

Volgende vonnis van bogemelde Hof sal per veiling die Verweerders se reg op huurpag in die volgende eiendom op 30 April 1993 om 11:15, verkoop word deur die Balju te Leeuwpootstraat 182, Boksburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 6857, Vosloorus-uitbreiding 9-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 375 vierkante meter (geleë te Lekhoaba Singel 6857, Vosloorus-uitbreiding 9).

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

Datum: 25 Maart 1993.

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

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Petrus Johannes Jacobus Britz**, Eerste Verweerder, en **Florrie Ada Coetzee**, Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 30 April 1993 om 11:15, verkoop word deur die Balju te Leeuwpoortstraat 182, Boksburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 245, Lilianton-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 025 vierkante meter (ook bekend as Gailstraat 21, Lilianton, Boksburg).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie:

Enkelverdiepingwoonhuis met sitkamer, eetkamer, twee slaapkamers, badkamer, toilet en kombuis.

Datum: 25 Maart 1993.

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

Saak 3499/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Madlangempisi Norman Shabalala**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 30 April 1993 om 11:15, verkoop word deur die Balju te Leeuwpoortstraat 182, Boksburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1411, Vosloorus-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 473 vierkante meter (geleë te Mndawenistraat 1411, Vosloorus-uitbreiding 2).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie:

Enkelverdiepingwoonhuis met sitkamer, drie slaapkamers, badkamer/toilet, kombuis en priedel.

Datum: 25 Maart 1993.

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

Saak 34515/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Die Kleinsake-ontwikkelingskorporasie Bpk.**, Eiser, en **Corrie Redelinghuys Fashions BK**, Eerste Verweerder, **Cornelia Carolina Redelinghuys**, Tweede Verweerder, en **Hendrik Johan Redelinghuys**, Derde Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te kantore van die Adjunk-Balju, Roodepoort, op 30 April 1993 om 10:00, van die ondervermelde eiendom van die verweerder op die voorwaardes wat deur die afslaer by die kantore van die Adjunk-Balju te die verkoopplokaal te Progressweg 182, Technikon, Roodepoort, voor die verkoping ter insae sal lê:

Sekere Erf 861, Constantia Kloof-uitbreiding 13-dorpsgebied, groot 1 278 vierkante meter (ook bekend as Moodiestraat 1028, Constantia Kloof).

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

Enkelverdiepinghuis bestaande uit sitkamer, gesinskamer, eetkamer, twee badkamers, vier slaapkamers, kombuis, bediendekamer en dubbelmotorhuis, grasdak onthaalarea.

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie.

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

Vendukoste betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf per sentum) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintig duisend rand) en daarna 3% (drie per sentum) tot 'n maksimum bedrag van R6 000 (ses duisend rand). Minimum heffing R100 (een honderd rand).

Gedateer te Johannesburg op hierdie 24ste dag van Maart 1993.

Nelson Borman Coetsee & Vennote Ingelyf, Carolinestraat 76, Brixton 2092; Posbus 96247, Brixton, 2019. (Tel. 837-7915/6 of 7975.) (Verw. D. Coetsee/am/GK1075.)

Saak 10323/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Stephanus Petrus Rudolph de Klerk**, Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op 27 April 1993 om 10:00, voor die kantore van die Balju, Pretoria-Sentraal te Sinodalesentrum, Visagiestraat 234, Pretoria-Sentraal, ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het teen die Verweerder op 23 Junie 1992, welke verkoping in eksekusie onderhewig sal wees aan die verkoopvoorwaardes wat ter insae lê by die Balju, Pretoria-Sentraal, Tweede Verdieping, Sinodalesentrum, Visagiestraat 228, Pretoria.

Onvernoons 2, Visagiestraat 333, Pretoria-Sentraal, met aktebeskrywing: Deel 2, soos getoon en meer volledige Deelplan SS15/1980, in die gebou of geboue bekend as Overnoons, geleë te resterende gedeelte van Erf 728, in die dorp Pretoria, Stadsraad van Pretoria, waarvan die vloeroppervlakte volgens genoemde Deelplan 65 (ses vyf) vierkante meter groot is, en gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST15/1980 (2)(eenheid) en verbind ten gunste van die Eiser onder Deelverband SB60986/90.

Die eiendom bestaan uit slaapkamer, sitkamer, eetkamer, kombuis, badkamer en balkon.

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

Die verkoopprys sal soos volg wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van 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 21,25% (twee een komma twee vyf persent) per jaar en aan die verbandhouer teen 21,25% (twee een komma twee vyf persent) per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopvoorwaardes sal beskikbaar wees vir insae te die Balju, Pretoria.

Geteken te Pretoria op hierdie 26ste dag van Maart 1993.

W. J. Riekert, vir Wilsenach Van Wyk Goosen & Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.) (Verw. F. van der Walt/WJR/61/301/4/ek.)

Case 20127/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Kathryn Geraldine Cable**, First Defendant, and **Patrick Michael Cable**, 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 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on 28 April 1993 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:

Holding 102, Crowthorne Agricultural Holdings, Registration Division JR, Transvaal, in extent 2,1374 hectares, held by virtue of Deed of Transfer T55311/92, also known as 102 Main Road, Crowthorne Agricultural Holdings.

The following particulars are furnished *re* the improvements, none of which is guaranteed: A double storey house with thatched roof, consisting of five bedrooms, kitchen, lounge, dining-room, family room, three bathrooms, study, two garages, swimming-pool 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 14 days from date of the sale.

Auctioneers charges, to be calculated as follows: 5% (five per cent) of the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000. Minimum charge R100.

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

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

Case 4465/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **J. F. M. Ferreira**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 21 July 1992, and a warrant of execution issued thereafter, the immovable property listed hereunder, will be sold in execution on 30 April 1993 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property (1): Erf 473, Selcourt, Springs, Registration Division IR, Transvaal, measuring 1 312 square metres.

Postal address: 30 Alaska Road, Selcourt, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with iron roof, kitchen, dining-room, lounge, three bedrooms, bathroom, garage, servant's room and toilet.

1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates, if any, at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Springs on this the 24th day of March 1993.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/N92029.)

Saak 418/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Sende Zachariah Dhlamini**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 26 Februarie 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 5302, eMbalenhle-uitbreiding 9, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer, groot 450 (vier vyf nul) vierkante meter.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, S.A. Permgebou, Secunda. (Tel. 31-2550.)

Saak 411/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Mankgas William Mashabela**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 26 Februarie 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 7630, eMbalenhle-uitbreiding 11, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer, groot 280 (twee agt nul) vierkante meter.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, S.A. Permgebou, Secunda. (Tel. 31-2550.)

Saak 414/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Kgobise Lofatus Mapanga**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 26 Februarie 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 7476, eMbalenhle-uitbreiding 11, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer, groot 319 (drie een nege) vierkante meter.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, S.A. Permgebou, Secunda. (Tel. 31-2550.)

Saak 412/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, **Bank Bpk.**, Eiser, en **Sethaba Abram Mbazana**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 26 Februarie 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 9716, eMbalenhle-uitbreiding 12, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer, groot 240 (twee vier nul) vierkante meter.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, S.A. Permgebou, Secunda. (Tel. 31-2550.)

Saak 408/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Molibeli Phillip Marumo**, Eerste Verweerder, en **Eudicia Phillip Marumo**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 26 Februarie 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2858, eMbalenhle-uitbreiding 4, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, badkamer, kombuis, sitkamer, motorhuis en eetkamer.

Groot: 435 (vier drie vyf) vierkante meter.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, S.A. Permgebou, Secunda. (Tel. 31-2550.)

Saak 410/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **July Senty Makofana**, Eerste Verweerder, en **Sefularo Ruth Makofana**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 26 Februarie 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 5359, eMbalenhle-uitbreiding 9, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, badkamer, kombuis en sitkamer.

Groot: 350 (drie vyf nul) vierkante meter.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, S.A. Permgebou, Secunda. (Tel. 31-2550.)

Saak 416/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Sipho Sameul Ntsele**, Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 26 Februarie 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 4316, eMbalenhle-uitbreiding 5, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, badkamer, kombuis en sitkamer.

Groot: 308 (drie nul agt) vierkante meter.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, S.A. Permgebou, Secunda. (Tel. 31-2550.)

Saak 419/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **January Albert Zondo**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 26 Februarie 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 9111, eMbalenhle-uitbreiding 12, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, badkamer, kombuis en sitkamer.

Groot: 228 (twee twee agt) vierkante meter.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, S.A. Permgebou, Secunda. (Tel. 31-2550.)

Saak 413/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Sipho Malcos Madhlopha**, Eerste Verweerder, en **Agnes Dikeledi Madhlopha**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 10 Februarie 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 349, Uitbreiding 5, Lebohang, geleë in die dorp Lebohang, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, badkamer, kombuis en sitkamer.

Groot: 320 (drie twee nul) vierkante meter.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda. (Tel. 31-2550.)

Saak 409/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Johannes Hendrikes de Lange**, Eerste Verweerder, en **Erika Hester de Lange**, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 15 Februarie 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 3342, Uitbreiding 7, Secunda, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal.

Adres: Limpopostraat 14, Secunda.

Beskrywing van eiendom: Vier slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, familiekamer, motorhuis en motorafdek.

Groot: 1 079 (een nul sewe nege) vierkante meter.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda. (Tel. 31-2550.)

Case 7882/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **J. T. Tshabalala**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 26 October 1992, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 April 1993 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property (1): 5645 kwaThema, Springs, Registration Division IR, Transvaal.

Measuring: 258 square metres.

Postal address: 7B Msimanga Street, kwaThema, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with asbestos roof, lounge, kitchen, two bedrooms, bathroom and two outside rooms.

1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Springs, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Springs on this the 24th day of March 1993.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/N92065.)

Case 8023/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Roy Mkukwana Ndakane**, First Defendant, and **Kebuanabo Ruth Ndakane**, 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 Sheriff's Office, 11 Teak Avenue, Klerkindustria, Klerksdorp, on Wednesday, 28 April 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold i.r.o. Erf 11175, situated in the town of Jouberton Extension 6, Registration Division IP, Transvaal, measuring 375 (three hundred and seventy-five) square metres, held by Certificate of Registered Grant of Leasehold TL53969/89, subject to such conditions as are mentioned or referred to therein.

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, bathroom, w.c. and wire fencing.

Ten per centum (10%) of the purchase price and 5% (five per centum) auctioneer 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 22nd day of March 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S862/90.)

Saak 2352/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA Bank Bpk.**, No. 86/04794/06 (Allied Bank Divisie), Eiser, en **B. M. Webbstock**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantore van die Balju van die Landdroshof te Beaconsfieldlaan 41A, Vereeniging op 30 April 1993, om 10:00.

Sekere: Gedeelte 32 van Erf 323, The De Deur Estates Limited-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Groot: 8 818 vierkante meter.

Verbeterings: Sitkamer, eetkamer, twee slaapkamers, kombuis en badkamer/toilet.

Terme: Een tiende van die koopprijs sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 16% (sestien persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank- of bouvereniging of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, te Vereeniging binne veertien (14) dae vanaf datum van verkoping.

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

Gedateer te Vereeniging hierdie 23ste dag van Maart 1993.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicero-gebou, Lesliestraat 14, Posbus 415, Vereeniging.

Saak 9657/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Ltd**, Eiser, en **D. W. Norgate**, Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 26 Januarie 1993, en 'n lasbrief vir eksekusie gedateer 19 Januarie 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 28 April 1993 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere: Standplaas 820, Brackenhurst, Alberton, Registrasieafdeling IR, Transvaal.

Ook bekend as: Overburystaat 34, Brackenhurst, Alberton.

Groot: 1 530 vierkante meter.

Gehou deur: D. W. Norgate en M. D. Norgate onder Akte van Transport T29703/89.

Sonering: Residensieel.

Spesiale gebruiksvergunning of vrystellings: Geen.

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

Teëldak met gepleisterde en geverfde buitewand bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort en twee toilette.

Buitegeboue: Motorhuis, bediendekamer, toilet en swembad.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 19,25% per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 11de dag van Maart 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N102.)

Saak 6909/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Ltd**, Eiser, en **P. Msimongo**, Eerste Verweerder, en **S. N. Msimango**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 12 Februarie 1993, en 'n lasbrief vir eksekusie gedateer 9 Februarie 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 28 April 1993 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere: Standplaas 1611, Othandweni-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal.

Ook bekend as: Standplaas 1611, Othandweni-uitbreiding 1-dorpsgebied.

Groot: 258 vierkante meter.

Gehou deur: P. Msimango en S. N. Msimango onder Akte van Transport TL3384/92.

Sonering: Residensieel.

Spesiale gebruiksvergunning of vrystellings: Geen.

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

Teëldak met gepleisterde en geverfde buitewand bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 20% (twintig persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 22ste dag van Maart 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N92.)

Saak 20457/91

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

In die saak tussen **Coetzeestraat (Middelburg) (Properties) (Edms.) Bpk.**, Eerste Eiser, **Witbank Brickworks (1961) (Edms.) Bpk.**, Tweede Eiser, en **Blackstone Mining (Ogies) (Edms.) Bpk.**, Derde Eiser, en **Die Stadsraad van Witbank**, Eerste Verweerder, en **Die Minister van Minerale & Energiesake**, Tweede Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie gedateer 10 November 1992, sal die hieronder vermelde eiendom geregtelik verkoop word op Vrydag, 23 April 1993 om 10:00, te die Landdroshof, Delvillestraat, Witbank, aan die persoon wat die hoogste aanbod maak:

Die plaas Uitspan 293, Registrasieafdeling JS, Transvaal.

Groot: 170,2457.

Gehou deur Eerste Verweerder kragtens Titelakte T31032/1981.

Die volgende inligting word verstrek maar nie gewaarborg nie:

Die eiendom is onverbeterd.

Voorwaardes: Die volledige voorwaardes van hierdie verkoping lê ter insae by die Balju vir die Hooggeregshof Witbank, Rhodesstraat 3, Witbank.

Gedateer te Pretoria op hierdie 25ste dag van Maart 1993.

E. J. V. Penzhorn, vir MacRobert De Villiers Lunnon & Tindall Ing., Unitedgebou 501, Andriesstraat 263, Pretoria. (Verw. H210750/lc.)

Case 1494/91

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

In the matter between **Nedperm Bank Ltd**, now known as Nedcor Bank Ltd, Execution Creditor, and **Candy Winnifred Theresa Wheeler**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 26 February 1991 the following property will be sold in execution on Friday, 30 April 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 100, Reefhaven Township, Registration Division IQ, Transvaal.

In extent 584 (five hundred and eighty-four) square metres.

Held by Deed of Transfer T5784/1976.

Known as 9 Piriet Street, Reefhaven, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under an iron roof, said to contain a lounge, dining-room, three bedrooms, kitchen, bathroom, outside room and garage, in regard to which, however, nothing is guaranteed.

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

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

Dated: 24 March 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/910118/12730.)

Case 5381/92

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Jan Stals Robertson**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 16 February 1993, the following property will be sold in execution on Friday, 30 April 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 12, Helderkrui Township, Registration Division IQ, Transvaal.

In extent 1 762 (one thousand seven hundred and sixty-two) square metres.

Held by Deed of Transfer T18561/1974.

Known as 1 Concorde Avenue, Helderkrui, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under an tiled roof, said to contain a lounge, dining-room, study, three bedrooms, kitchen, two bathrooms, outside room, double garage and the usual outbuildings in regard to which, however, nothing is guaranteed.

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

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

Dated: 23 March 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/920562/12700.)

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Daniel Stefanus Delpont**, First Execution Debtor, and **Lizette Delpont**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 15 February 1993, the following property will be sold in execution on Friday, 30 April 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 1308, Witpoortjie Extension 1 Township, Registration Division IQ, Transvaal.

In extent 1 408 (one thousand four hundred and eight) square metres.

Held by Deed of Transfer T20804/1988.

Known as 48 Koeberg Street, Witpoortjie Extension 1, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under an iron roof, said to contain a lounge, dining-room, three bedrooms, kitchen, two bathrooms and outside room, in regard to which, however, nothing is guaranteed.

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

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

Dated: 23 March 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/920961/12609.)

Saak 2331/93

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Phillip Silas Chauke**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 2 Maart 1993, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noord-Oos, op 27 April 1993 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere: Erf 4279, geleë in die dorp Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, met straatadres bekend as Rootslaan 276, Eersterust.

Groot: 494 (vierhonderd vier-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer, wk, kombuis en motorafdak.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbeslasing betaal op die dag van die veiling, 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 Sinodalesentrum, Visagiestraat 228, Pretoria.

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

Case 1979/92

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

In the matter between **Nedperm Bank Ltd**, now known as Nedcor Bank Ltd, Execution Creditor, and **Gillian Denise Coppard**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 1 July 1992, the following property will be sold in execution on Friday, 30 April 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Portion 5 of Erf 549, Allen's Nek Extension 10 Township, Registration Division IQ, Transvaal.

In extent 476 (four hundred and seventy-six) square metres.

Held by Deed of Transfer T4227/1991.

Known as 970 Bontbok Avenue, Allen's Nek Extension 10, District Roodepoort, upon which is erected a detached dwelling under a tiled roof, said to contain a lounge, dining-room, three bedrooms, kitchen, one and a half bathroom and garage, in regard to which, however, nothing is guaranteed.

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

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

Dated: 23 March 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/920195/12971.)

Case 274/92

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

In the matter between **Nedperm Bank Ltd**, now known as Nedcor Bank Ltd, Execution Creditor, and
Peter Alfred Thelwell Thomas, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 2 March 1992, the following property will be sold in execution on Friday, 30 April 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 885, Horison Extension 1 Township, Registration Division IQ, Transvaal.

In extent 1 225 (one thousand two hundred and twenty-five) square metres.

Held by Deed of Transfer T7163/1988.

Known as 4 Finch Street, Horison Extension 1, District of Roodepoort, upon which is erected a detached dwelling under a tiled roof, said to contain a lounge, family room, dining-room, three bedrooms, kitchen, bathroom, outside room and garage, in regard to which, however, nothing is guaranteed.

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

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

Dated: 23 March 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/920035/12699.)

Case 137/93

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Frans Jacobus Botes**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 4 February 1993, the following property will be sold in execution on Friday, 30 April 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 58, Roodepoort Township, Registration Division IQ, Transvaal.

In extent 495 (four hundred and ninety-five) square metres.

Held by Deed of Transfer T42977/1992.

Known as 11 Victor Street, Roodepoort, upon which is erected a detached dwelling under an iron roof, said to contain a lounge, family room, dining-room, three bedrooms, kitchen, bathroom and outside room, in regard to which, however, nothing is guaranteed.

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

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

Dated: 24 March 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/930037/12171.)

Case 8607/92

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Bertin O'Reilly**, First Execution Debtor, and **Llewellyn Hector Thomas**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 14 August 1992, the following property will be sold in execution on Friday, 30 April 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 11, Maraisburg Township, Registration Division IQ, Transvaal.

In extent 991 (nine hundred and ninety-one) square metres.

Held by Deed of Transfer T30038/1991.

Known as 12 Seventh Street, Maraisburg, District of Roodepoort, upon which is erected a detached dwelling of plastered walls under an iron roof, said to contain a lounge, four bedrooms, kitchen, two bathrooms, two outside rooms and two garages, in regard to which, however, nothing is guaranteed.

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

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

Dated: 23 March 1993.

Louw & Heyl - Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk and Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/920786/13332.)

Saak 1335/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Bankorp Bpk.**, handeldrywende as Trustbank, Eiser, en **R. J. P. Jackman**, Eerste Verweerder, en **mev. E. M. Jackman**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof Roodepoort, in bovermelde saak op 15 April 1992, sal 'n verkoping van die volgende eiendom deur die Balju, vir die Landdroshof Roodepoort, op Vrydag, 30 April 1993 om 16:00, by 382 Greenshanklaan, Groblerpark-uitbreiding 28, Roodepoort, gehou word sonder 'n reserweprys, die koopprys egter onderhewig aan die goedkeuring van die Eiser en op voorwaardes wat deur genoemde Balju, Roodepoort, gelees sal word ten tye van die verkoping en welke voorwaardes tans ter insae lê by sy genoemde kantoor.

Sekere Erf 401, Groblerpark-uitbreiding 28-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as 382 Greenshanklaan, Groblerpark-uitbreiding 28, Roodepoort, grootte 750 (sewehonderd en vyftig) vierkante meter, sitkamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediendekamer en motorhuis.

Staal vensters, dakteëls, sierstene en beton omheining, siersteen en beton mure, swembad.

Terme: Afslaersgelde en 10% (tien persent) van die koopprys in kontant na toestaan van die bod op die dag van die verkoping betaal, die balans betaalbaar op oordrag van die eiendom, om verseker te word deur 'n bank- of bouvereniging-waarborg goedgekeur deur die Eiser se prokureurs en verskaf te word aan die gemelde Balju, Roodepoort, binne 30 (dertig) kalender dae na die datum van die verkoping en verder, oordragkoste, agterstallige belasting en alle rente verskuldig aan preferente skuldeisers vanaf datum van verkoping en verder, oordragkoste, agterstallige belasting en alle rente verskuldig aan preferente skuldeisers vanaf datum van verkoping van die eiendom tot datum van oordrag, en ander heffings ten einde oordrag te bewerkstellig, op versoek van die prokureur vir die Eksekusieskuldeiser.

Gedateer te Florida op hede die 17de dag van Maart 1993.

Suzette Cronje, Prokureur vir Eiser, Groenewaldstraat 1, hoek van Tweede Laan, Posbus 1494, Florida, 1710. (Tel. 472-3774/3640.) (Verw. mev. S. M. Cronje/rh/TB 087/92.)

Case 29084/92

PH 140

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (Nedbank Division), Plaintiff, and **Irene Susanna O'Lain**, 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 22 April 1993 at 10:00, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Portion 3, of Erf 6657, Ennerdale Extension 2 Township, Registration Division IQ, Transvaal, in extent 450 (four hundred and fifty) square metres, held under Deed of Transfer T19964/90, situate at 57/3 Heather Street, Ennerdale Extension 2.

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 17,25% (seventeen comma two five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, Dated at Johannesburg on this the 15th day of March 1993.

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

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate, P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 438-1785.) [Ref. Mr Orelowitz/ab/N5331 (LEG).]

Case 17111/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ursula Desiree Mia**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain Erf 785, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, area 325 (three hundred and twenty-five) square metres, situation 78 Scorpio Street, Ennerdale Extension 1.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge 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 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 12th March 1993.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8536.) (Ref. ForeclosuresN5:NT157.)

Case 17952/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Paul Simon Christopher Manes**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain Erf 4970, Ennerdale Extension 14 Township, Registration Division IQ, Transvaal, area 325 (three hundred and twenty-five) square metres, situation 70 Ormon Street, Ennerdale Extension 14.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge/dining-room with wire fence 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 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 12th March 1993.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8536.) (Ref. ForeclosuresN5:NT174.)

Case 08069/92

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Ismail Ahmed Karolia**, 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, 22 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale.

Certain Erf 1507, Lenasia Extension 1 Township, Registration Division IQ, Transvaal, situation 109 Penguin Avenue, Lenasia Extension 1, area 601 (six hundred and one) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom with separate toilet, kitchen, lounge, under iron roof, enclosed with precast walls and wire fencing.

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

Dated at Johannesburg on this the 22nd day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NY23E/tf/st.)

Case 26287/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Gerald Dick**, First Defendant, and **Heidi Charlene Dick**, 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 De Klerk Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 22 April 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale.

Certain Portion 1, of Lot 295, Mid-Ennerdale Township, Registration Division IQ, Transvaal, situation 295, Portion 1, Third Avenue, Mid-Ennerdale, area 496 (four hundred and ninety six) square metres.

Improvements (not guaranteed): Three bedrooms, one and a half bathroom, kitchen, lounge, dining-room, under tiled roof, paved and concrete driveway, enclosed with precast and brick walls.

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

Dated at Johannesburg on this the 19th day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV45E/tf/st.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 5714/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Joanne Mathews**, First Defendant, and **Luis Filipe Marreiros Leandro**, 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, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 22 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale.

Certain Erf 502, Dowerglen Extension 2 Township, Registration Division IR, Transvaal, situation 84 Fairway Avenue, Dowerglen, Edenvale, area 1 028 (one thousand and twenty-eight) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms with guest cloak room, kitchen, lounge with entrance hall, dining-room, family room, study, double garage, swimming-pool, under tiled roof, staff quarters, concrete driveway, enclosed with brick walls.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR121E/tf.)

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 Vrydag 30 April 1993 om 10:00, voor die Landdroskantoor, De Jagerstraat, Morgenzon, geregtelik verkoop aan die persoon wat die hoogste bod maak naamlik:

Erf 253, geleë in die dorp Morgenzon, Registrasieafdeling IS, Transvaal, groot 2 399 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 bepalinge daarvan die volgende:

(a) die koper moet onmiddellik nadat die bod op hom toegestaan is tien persent (10%) van die koopprijs aan die Balju, Landdroshof Morgenzon, betaal en vir die balans van die koopprijs moet die koper 'n bank- of bougenootskapwaarborg 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 hereregte, transportkoste en agterstallige belastings, indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Gedateer te Morgenzon op hede die 4de dag van Maart 1993.

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

Case 12503/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Barend Buitendag**, 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, Albertyn, at Johria Court, 4 Du Plessis Street, Albertyn, on Wednesday, 28 April 1993 at 10:00, of the undermentioned property of the Defendant on Conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 769, Brackenhurst Extension 1 Township, Registration Division IR, Transvaal, situation, 19 Mathilda Street, Brackenhurst, Albertyn, area 1 487 (one thousand four hundred and eighty-seven) square metres.

Improvements (not guaranteed): Three bedrooms, two and a half bathrooms, kitchen, dining-room, lounge, study, family room, two carports, jacuzzi, brick driveway, enclosed with precast walls and under tiled roof.

Terms: A cash payment on the day of the sale of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant have 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 on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000, subject to a minimum of R100.

Dated at Johannesburg on this the 18th day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV25E/tf/st.)

Case 14313/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Matseliso Onica Papo**, 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, Kempton Park, at 10 Park Street, Kempton Park, on Thursday, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 96, Tsenolong, Township, Registration Division IR, Transvaal, situation, 96 Tsenolong Section Tembisa, area 260 (two hundred and sixty) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, lounge, garage, three store-rooms and under asbestos roof.

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

Dated at Johannesburg on this the 22nd day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NK0142E/tf.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Joseph Masango**, First Defendant, and **Norah Ntombizanele Masango**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 29 April 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 6058, Lenasia Extension 5 Township, Registration Division IQ, Transvaal, situation, Erf 6058, Lenasia Extension 5 (also known as 7 Granaat Street, Lenasia Extension 5), area 317 (three hundred and seventeen) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under asbestos roof, concrete driveway, enclosed with precast walls and wire fencing.

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

Dated at Johannesburg on this the 11th day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NY3E/tf/st.)

Case 2784/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Marjorie Babe Williams**, 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, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 129, Bertrams Township, Registration Division IR, Transvaal, situation, 33 Gordon Road, Bertrams, 2094, area 447 (four hundred and forty-seven) square metres.

Improvements (not guaranteed): Main house consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, two garages, under Harvey tiled roof, concrete driveway, enclosed with wick walls and cottage consisting of two bedrooms, bathroom, kitchen, lounge and under iron roof.

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

Dated at Johannesburg on this the 11th day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR240E/tf/st.)

Case 2782/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Johannes Stephanus Nothnagel**, 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, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1197, Kensington Township, Registration Division IR, Transvaal; and Erf 1198, Kensington Township, Registration Division IR, Transvaal, situation, 82 Highland Road, Kensington; and 82 Highland Road, Kensington, area 402 (four hundred and two) square metres; and 536 (five hundred and thirty-six) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, with entrance-hall, garage/store-room, swimming-pool, under iron roof and Harvey tiles, staff quarters, stone driveway and enclosed with precast walls.

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

Dated at Johannesburg on this the 9th day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR242E/tf.)

Case 2783/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **David Alwyn Robertson**, First Defendant, and **Yasmin Mullah**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 29 April 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 236, Bezuidenhout Valley Township, Registration Division IR, Transvaal, situation, 128 Sixth Avenue, Bezuidenhout Valley, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge/dining-room, under iron roof, staff quarters, paved driveway and enclosed with brick walls.

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

Dated at Johannesburg on this the 9th day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR244E/tf.)

Case 2380/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Vivaganathan Govender**, First Defendant, and **Charmaine Lejean Govender**, 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 De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 29 April 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 874, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, situation, Erf 874, Zakariyya Park Extension 4, also known as 874 Origanium Crescent, Zakariyya Park Extension 4, area 302 (three hundred and two) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under tiled roof and enclosed with brick walls.

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

Dated at Johannesburg on this the 9th day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. RS400E/tf.)

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

Case 2779/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mavis Thusi**, 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, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Lot 176, Zola Extension 1 Township, Registration Division IQ, Transvaal, situation, Lot 176, Zola Extension 1, area 225 (two hundred and twenty-five) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, lounge, dining-room, kitchen and under tiled roof.

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

Dated at Johannesburg on this the 11th day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. ND137E/tf/st.)

Case 23418/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Sante Fe 262 CC**, First Defendant, **Linda Maureen van der Schyff**, Second Defendant, and **Arie Jacob Kleijn**, 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 Sheriff's office at 45 Richards Drive, Unit 2, Northview, Halfway House, on 28 April 1993 at 14:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Midrand, 45 Richards Drive, Unit 2, Northview, Halfway House, prior to the sale:

Erf 262, Halfway House Extension 12, Registration Division IR, Transvaal, in extent 970 square metres, held by virtue of Deed of Transfer T44114/91, and known as 2 Turbit Avenue, Halfway House Extension 12.

The following particulars are furnished *re* the improvements, none of which is guaranteed, consisting of the following:

A double storey dwelling with thatched roof, consisting of a lounge, dining-room, kitchen, two bathrooms, three bedrooms, two garages and servants' quarters.

Terms: Deposit of 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 a bank or building society or other 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) of the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum charge of R6 000. Minimum charge R100.

Dated at Johannesburg on this the 13th day of March 1993.

D. P. de Villiers, for Tonkin, Clacey, Anderson & Moore, Execution Creditor's Attorneys, Suite 48, Entrance 3, Sanlam Arena, 10 Cradock Avenue, Rosebank, Johannesburg. (Tel. 884-7644.)

Saak 417/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Azwindini Freddy Makatu**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 26 Februarie 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 8803, Uitbreiding 12, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer.

Groot 250 (twee vyf nul) vierkante meters.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda. (Tel. 31-2550.)

Saak 404/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Hadiyo Victoria Thaele**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 26 Februarie 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 4072, Uitbreiding 5, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer.

Groot 337 (drie drie sewe) vierkante meters.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda. (Tel. 31-2550.)

Saak 415/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Mmeli Johannes Mntungwa**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 26 Februarie 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 5485, Uitbreiding 9, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer.

Groot 315 (drie een vyf) vierkante meters.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda. (Tel. 31-2550.)

Saak 163/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Boy Eseau Ngubeni**, Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 28 Januarie 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie Skuldenaar op 30 April 1993 om 10:00 te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 340, Uitbreiding 5, Lebohang, geleë in die dorp Lebohang, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer, groot 294 (twee nege vier) vierkante meter.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Perm-gebou, Secunda. (Tel. 31-2550.)

Saak 4585/86

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.**, Eiser, en **Susanna Aletta du Buisson**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 7 September 1992, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 23 April 1993 om 11:00:

Restant van Erf 190, geleë in die dorpsgebied Wolmer, Registrasieafdeling JR, Transvaal, groot 1 297 vierkante meter, gehou kragtens Akte van Transport T15864/81 (die eiendom is ook beter bekend as 423A en 423B, Deetlefsstraat, Wolmer).

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie:

423A: 'n Woonhuis onder 'n sinkdak, bestaande uit sitkamer, eetkamer, drie slaapkamers, twee badkamers en kombuis. Buitegeboue synde motorhuis en motorafdak.

423B: 'n Woonhuis onder 'n sinkdak, bestaande uit sitkamer, drie slaapkamers, badkamer, aparte stort en kombuis. Buitegeboue synde 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 22ste dag van Maart 1993.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/avdp/F.546/B1.)

Saak 45623/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 2 September 1992 sal die onderstaande eiendom om 10:00 op 27 April 1993 te die kantoor van die Balju, Pretoria-Noordoos, NG Sinodale Sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

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

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, twee toilette, twee badkamers, drie slaapkamers, motorhuis en afdak.

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

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

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 11de dag van Maart 1993.

Aan: Die Balju, Landdroshof, Pretoria-Noordoos.

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

Case 33539/92
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on 28 April 1993 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, prior to the sale (short description of property, situation and street number:

Certain Portion 11 of Erf 750, situated in the Township of Paulshof Extension 16, Registration Division IR, Transvaal, being 11 Isipingo Close, Paulshof Extension 16, Sandton, measuring 703 (seven hundred and three) 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 thatch roof, comprising kitchen, lounge/dining-room, study, three bedrooms, two bathrooms with outbuildings with similar construction comprising of garage and laundry.

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

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

Dated at Johannesburg this 1st day of March 1993.

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

Case 1923/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **William Jonkers**, 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, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 179, Coronationville Township, Registration Division IQ, Transvaal, area 317 (three hundred and seventeen) square metres.

Situation: 13 Glencairn Street, Coronationville.

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

Terms: 10% 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, 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 3rd day of March 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-6021.) (Ref. Foreclosures N5: NT304.)

Case 1961/93
PH 388

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Arthur Wood-Bancroft**, First Defendant, and **Line Wood-Bancroft**, 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, 29 April 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 308, Forest Hill Township, Registration Division IR, Transvaal, area 495 (four hundred and ninety-five) square metres.

Situation: 4/4A Holt Street, Forest Hill.

Improvements (not guaranteed): Two semi-detached houses under iron roof each consisting of two bedrooms, bathroom, kitchen, lounge, garage, servants' quarters, servant's toilet with precast and brick walls around property.

Terms: 10% 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, 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 3rd day of March 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-6021.) (Ref. Foreclosures N5: NT300.)

Case 2532/93
PH 388

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Abdura Ove Gallie**, 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, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 672, Eldorado Park Township, Registration Division IQ, Transvaal, area 357 (three hundred and fifty-seven) square metres.

Situation: 31 Tieroog Street, Eldorado Park.

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

Terms: 10% 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, 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 3rd day of March 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-6021.) (Ref. Foreclosures N5: NT307.)

Case 1792/93
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Henry George Johnson**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 5604, Eldorado Park Extension 7 Township, Registration Division IQ, Transvaal, area 244 (two hundred and forty-four) square metres.

Situation: 60 Delaware Avenue, Eldorado Park Extension 7, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge with brick walls and wire fence around property.

Terms: 10% 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, 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 3rd day of March 1993.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-6021.) (Ref. Foreclosures N5: NT302.)

Case 32681/92
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Makyaka Mashemate N.O.**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 29 April 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 10 Park Street, Kempton Park, prior to the sale:

Certain: All right, title and interest in the Leasehold in respect of Site 336, situate in the Township of Motsu, Registration Division IR, Transvaal, being 336 Motsu Section, Tembisa, Kempton Park, measuring 254 (two hundred and fifty-four) square metres.

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

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

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

Dated at Johannesburg this 8th day of March 1993.

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

Case 31634/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Sithembiso Johannes Shoai**, 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, at 10:00, on Thursday, 29 April 1993, 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 2989, Eldoradopark Extension 3 Township, Registration Division IQ, Transvaal, area 286 (two hundred and eighty-six) square metres, situation 46 Num Num Street, Eldoradopark Extension 3.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, bathroom, kitchen, lounge with 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 9th day of March 1993.

F. R. J. Jansen, for Jansen Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8536.) (Ref. Foreclosures N5: NT277.)

Saak 3105/93

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

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Errol Clifford Hellerle**, Eerste Verweerder, en **Martha Hermina Elizabeth Hellerle**, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 9 Maart 1993, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Pretoria-Wes op 29 April 1993 om 10:00, te die kantoor van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder verkoop:

Erf 2331, geleë in die dorpsgebied Danville, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T68866/88, groot 694 vierkante meter, ook bekend as Knightstraat 128, Danville, Pretoria.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Drie slaapkamerhuis met 'n sitkamer, badkamer, kombuis, waskamer, bedienekamer, motorhuis en motorafdek.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en betaal word by wyse van 'n bank- of bouverenigingwaarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank- of bouverenigingwaarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof te Pretoria-Wes.

Geteken te Pretoria op hierdie 30ste dag van Maart 1993.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. mnr. Hurter NG 46723.)

Saak 391/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Heine van Rooyen**, Eerste Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 12 Februarie 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 30 April 1993 om 10:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Eenheid 50, Coron Parkwoning 208, Secunda, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Vier slaapkamers, kombuis, studeerkamer, twee badkamers en sitkamer.

Groot: 65 (ses vyf) vierkante meters.

Geteken te Secunda op hede hierdie 15de dag van Maart 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda. (Tel. 31-2550.)

Case 2175/93

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

In the matter between **Nedcor Bank Ltd (formerly Nedperm Bank Ltd)**, Plaintiff, and **Louise van Wyk Properties and Construction (Pty) Ltd**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 12 March 1993, the undermentioned property will be sold in execution at 10:00, on Wednesday, 5 May 1993 at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Erf 2935, situate in the Township of Eldoraigie Extension 18, Registration Division JR, Transvaal, measuring 1 000 square metres, held by the Defendant under Deed of Transfer T60154/91, known as 9 Winburg Street, Eldoraigie Extension 18, Pretoria.

At the time of the preparation of this notice, the following improvements were situate on the property, although in this respect nothing is guaranteed: A house comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room, family-room 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, Pretoria South, Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 29th March 1993.

M. S. L. Coetzee, for Findlay & Niemeyer, Plaintiff's Attorneys, 635 Permanent Building, Paul Kruger Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Case 2083/93

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

In the matter between **Nedcor Bank Ltd (formerly Nedperm Bank Ltd)**, Plaintiff, and **Louise van Wyk Properties and Construction (Pty) Ltd**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 23 March 1993, the undermentioned property will be sold in execution on Wednesday, 5 May 1993 at 10:00, at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Erf 2910, situate in the Township of Eldoraigine Extension 18, Registration Division JR, Transvaal, measuring 1 114 square metres, held by the Defendant under Deed of Transfer T23737/92, known as 8 Winburg Street, Eldoraigine Extension 18, Pretoria.

At the time of the preparation of this notice, the following improvements were situate on the property, although in this respect nothing is guaranteed: A house comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room 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, Pretoria South, Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 29th day of March 1993.

M. S. L. Coetzee, for Findlay & Niemeyer, Plaintiff's Attorneys, 635 Permanent Building, Paul Kruger Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Case 2832/93

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

In the matter between **Nedcor Bank Ltd (formerly Nedperm Bank Ltd)**, Plaintiff, and **Andre Pieter Pretorius**, Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 12 March 1993 the undermentioned property will be sold in execution on Wednesday, 5 May 1993 at 10:00, at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Erf 1712, situate in the Township of Valhalla, Registration Division JR, Transvaal, measuring 2 355 square metres, held by the Defendant under Deed of Transfer T37048/88, known as 43 Klibbe Avenue, Valhalla, Pretoria.

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

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Pretoria South, Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 26th day of March 1993.

M. S. L. Coetzee, for Findlay & Niemeyer, Plaintiff's Attorneys, 635 Permanent Building, Paul Kruger Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Case 2410/91

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Rohit Hargovan**, First Defendant, and **Shakuntha Magan Hargovan**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution the property listed hereunder which was attached on 7 September 1992, will be sold in execution on Friday, 7 May 1993 at 10:00, in front of the Magistrate's Court, President Steyn Street, Westonaria, to the highest bidder:

Certain Erf 2145, Lenasia South Township, Registration Division IQ, Transvaal, in extent 600 (six hundred) square metres, situate at Erf 2145, in Milkwood Street (second off Ivy Road), Lenasia South.

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

Residence: (Single storey), built of bricks and painted plaster, under tiled roof. Floor: Fitted carpets and vinyl tiles, comprising lounge, dining-room, entrance-hall, kitchen, three bedrooms, two bathrooms and two w.c.'s. Outbuildings: Garage and w.c.

Improvements: Boundary fencing, concrete paving and courtyard.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Barclay Centre, Edwards Avenue, Westonaria. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this the 29th day of March 1993.

Truter Crous Wiggill & Vos, Plaintiff's Attorneys, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) (Ref. Mr Truter/eb/N173.)

Case 6022/90

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

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

In pursuance of a judgment in the Court for the Magistrate of Roodepoort, and subsequent warrant of execution dated 30 November 1990 and reissued 4 March 1993, the property listed hereunder will be sold in execution on Friday, 30 April 1993 at 10:00, at the sale rooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 247, Radiokop Extension 3 Township, Registration Division IQ, Transvaal, measuring 1 554 (one thousand five hundred and fifty-four) square metres (being 1194A Opera Road, Radiokop Extension 3, Roodepoort).

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey dwelling built of brick and plaster under tile roof, comprising lounge, dining-room, kitchen, four (4) bedrooms and two (2) bathrooms. Outbuildings comprising: Nil. Property is fenced with precast walls.

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 offices of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort. A substantial bank loan can be raised for an approved purchaser.

Dated at Roodepoort this 19th day of March 1993.

Ronald Sack, Plaintiff's Attorneys, 102 NBS Building, Kerk Street, Roodepoort. (Tel. 766-1020.) (Ref. Mr Sack/cc/N310.)

Saak 15263/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Romatex Bpk.**, Eiser, en **Fazel Ismail**, Eerste Verweerder, en **Hafsa Ismail**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bo genoemde saak, sal 'n verkoping sonder reserweprys gehou word te die Balju vir die Hooggeregshof, Progressweg 178, Roodepoort, op 30 April 1993 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju vir die Hooggeregshof, Roodepoort, voor die verkoping ter insae sal lê:

Erf 2003, Roodepoort-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 549 (eenduisend vyfhonderd nege-en-veertig) vierkante meter, gehou kragtens Akte van Transport T40650/88.

Die volgende inligting word verstrek ten aansien van verbeterings alhoewel niks in hierdie verband gewaarborg word nie: Enkelverdiepinghuis met sinkdak, pleistermure, staalvensters en bestaan uit ingangsportaal, sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, bediendekamer en gegote omheining.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping. Ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op die dag van verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R15 000 (vyftienduisend rand) en daarna 2,5% (twee komma vyf persent) tot 'n maksimum fooi van R5 000 (vyfduisend rand). Minimum fooi R50 (vyftig rand).

Couzyn Hertzog & Horak Jhb. Ingelyf, Eiser se Prokureurs, Posbus 2242, Johannesburg, 2000. (Tel. 333-3710.) (Verw. mn. Van Rensburg/nb/F042.)

Case 3705/92

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Anton Michal Holtzhausen**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 30 April 1993 at 11:00, of:

Erf 93, the Orchards Extension 2 Township, Registration Division JR, Transvaal, measuring 1 175 square metres, known as 33 Kirkness Street, The Orchards Extension 2.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, laundry and double garage.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-366505 (332944)/JAA/J. S. Herbst.)

Case 5852/92

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

In the matter between **ABSA Bank Ltd** (Allied Division), Plaintiff, and **Mshube Stuurman Mokhondo**, First Defendant, and **Julia Gadifele Mokhondo**, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 30 April 1993 at 11:00, of:

Site 20245, Mamelodi Township, Registration Division JR, Transvaal, measuring 300 square metres, known as Site 20245, Mamelodi.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for Macrobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-341791/JAA/J. S. Herbst.)

Case 729/93

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Ronélie Kriel**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 30 April 1993 at 11:00:

One half (1/2) share in and to Erf 42, situate in the town Wonderboom, Registration Division JR, Transvaal, measuring 1 261 square metres, known as 151 Elizabeth Street, Wonderboom.

Particulars are not guaranteed.

Dwelling with lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms, study, balcony, laundry, separate toilet, double garage, servant's room, toilet and flatlet.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-360918/JAA/J. S. Herbst.)

Case 833/93

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Katazile Gladys Poee**, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 30 April 1993 at 11:00 of:

All right, title and interest in the leasehold in respect of Erf 20624, in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 309 square metres, known as 20624 Mamelodi, Pretoria.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-360949/JAA/J. S. Herbst.)

Case 8255/93

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Thomas Modau**, Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 29 April 1993 at 10:00 of:

All right, title and interest in the leasehold in respect of Erf 7708, in the Township of Atteridgeville Extension 3, Registration Division JR, Transvaal, measuring 259 square metres, known as R. O. W. Atteridgeville Extension 3.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria North West, Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-360996/JAA/J. S. Herbst.)

Case 62143/92

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Maria Doratheia Mong**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 27 April 1993 at 10:00 of:

Section 12 as shown on Sectional Plan SS302/85 in the building Wonderzicht, situate at Portion 4 of Erf 1107, Wonderboom South, Local Authority City Council of Pretoria, measuring 50 square metres; and

An undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST302/1985(12)(Unit) dated 1 October 1985.

Known as Flat 201, Wonderzicht, 536 De Beer Street, Wonderboom South.

Particulars are not guaranteed.

One-bedroomed flat with lounge, kitchen, bedrooms, bathroom and carport No. 46.

Inspect conditions at Sheriff Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-363092/341797)/JAA/J. S. Herbst.)

Case 12846/93

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Leon van der Merwe**, First Defendant, and **Ansie van der Merwe**, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 27 April 1993 at 10:00 of:

Portion 13 of Erf 1975, in the Town Villieria, Registration Division JR, Transvaal, measuring 1 081 square metres, known as 781 34th Avenue, Villieria, Pretoria.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, single garage, servant's room, toilet and store-room.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-363062/JAA/J. S. Herbst.)

Case 3607/93

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

In the matter between **ABSA Bank Ltd** (Allied Division), Plaintiff, and **Amelia Maria Venter**, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 27 April 1993 at 10:00 of:

Section 34 as shown on Sectional Plan SS 71/80 in the building Stocks City, situate at Erf 1356, in the Town Sunnyside, Local Authority Pretoria, measuring 76 square metres; and

An undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST71983/92 dated 28 July 1992.

Known as Flat 401, Stocks City South, 180 Mears Street, Sunnyside.

Particulars are not guaranteed.

One and a half bedroomed flat with lounge, dining-room, kitchen and bathroom.

Inspect conditions at Sheriff, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-360912/JAA/J. S. Herbst.)

Case 611/93

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

In the matter between **ABSA Bank Ltd** (Allied Division), Plaintiff, and **Gudwane Albert Sigudhla**, First Defendant, and **Nondanyane Agness Sigudhla**, Second Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Ondestepoort (just north of Saso Mills), old Warmbaths Road, Bon Accord, on Friday, 30 April 1993 at 11:00:

All right, title and interest in and to the leasehold in respect of Erf 20685, situate in the Township of Mamelodi, Registration Division JR, Transvaal, measuring 285 (two hundred and eighty-five) square metres, known as Erf 20685, Mamelodi.

Particulars are not guaranteed.

Dwelling: Lounge, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/B-360911/JAA/M. Oliphant.)

Case 1052/92

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **David Mahlomola Rammala**, First Defendant, and **Dorothy Phokoana Rammala**, Second Defendant

A sale will be held at the Sheriff Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 30 April 1993 at 11:00:

All the right, title and interest in the leasehold to Erf 459, Block M, together with all erections or structures thereon in the Township of Soshanguve in the Area of Jurisdiction of the Regional Representative of the Department of Deveopment Aid, held under Certificate of Right of Lesehold 2477/90 dated 14 September 1990, as will more fully appear from General Plan PB151/1983, measuring 501 square metres, known as R. O. W. Erf 459, Block M, Soshanguve.

Particulars are not guaranteed.

Dwelling: Lounge, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/B-357477/JAA/M. Oliphant.)

Case 80619/92

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

In the matter between **ABSA Bank Ltd** (Allied Division), Plaintiff, and **Dean Marcelle Davids**, First Defendant, and **Jean Averil Davids**, Second Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 27 April 1993 at 10:00:

Erf 3871, in the Township of Eersterust Extension 6, Registration Division JR, Transvaal, measuring 480 square metres, known as 156 Rangers Avenue, Eersterust Extension 6.

Particulars are not guaranteed.

Dwelling-house: Lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria North East, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 242.) (Ref. N1/B-351262/JAA/M. Oliphant.)

Case 62571/91

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Johannes Hendrik Grobler**, Defendant

A sale will be held at N G Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 27 April 1993 at 10:00:

Remaining Portion of Erf 248, in the Township of Jan Niemandpark, Registration Division JR, Transvaal, measuring 756 square metres, known as 34 Wolmarans Street, Jan Niemandpark.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, lobby, kitchen, three bedrooms and bathroom. Single garage.

Inspect conditions at Sheriff, Pretoria North East, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x 242) (Ref. N1/B-363017(312453)/JAA/M. Oliphant.)

Case 05880/92

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Fazel Ebrahim**, First Defendant, and **Sakina Bibi Ebrahim**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 29 April 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 3092, Lenasia Extension 2 Township, Registration Division IQ, Transvaal, situation 96 Agapanthus Avenue, Lenasia Extension 2, area 397 (three hundred and ninety-seven) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, under iron roof, paved drive-way, enclosed with precast 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 Defendants has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per 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 23rd day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV32E/tf.)

Case 17217/91

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Abdul Huk Choonara**, First Defendant, and **Fawzia Choonara**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 29 April 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 1790, Lenasia Extension 1 Township, Registration Division IQ, Transvaal, situation 99 Hummingbird Avenue, Lenasia Extension 1, area 529 (five hundred and twenty-nine) square metres.

Improvements (not guaranteed): Three bedrooms, one and a half bathrooms, kitchen, dining-room, lounge, garage, carport, brick driveway, enclosed with precast walls under tiled 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 Defendants has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per 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 23rd day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV31E/tf.)

Case 34759/92

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Ramagata Isaac Manthatha**, 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, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 361, Klipspruit Extension 2 Township, Registration Division IQ, Transvaal, situation Erf 361, Klipspruit Extension 2, Soweto, area 150 (one hundred and fifty) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, dining-room, garage under tiled 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 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 23rd day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. ND128E/ff.)

Case 18876/91

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Linda Hayman**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 976, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, situation 25 Pandora Road, Ennerdale Extension 1, area 472 (four hundred and seventy-two) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, dining-room, garage, enclosed with wire fencing under tiled 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 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 23rd day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV62E/ff.)

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

Case 25282/91

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Goolam Chutumia**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 4050, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, situation 23 Malagiet Street, Ennerdale Extension 5, area 263 (two hundred and sixty-three) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, concrete driveway, enclosed with precast walls under tiled 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 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 23rd day of March 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV60E/ff.)

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

Case 13044/91

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Letecia Coombs**, 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, 29 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: A unit consisting of:

(a) Section 98, as shown and more fully described on Sectional Plan 39/1981, in the building or buildings known as Southdale Mews, Southdale Township, Johannesburg, of which the floor area, according to the said Sectional Plan is 87 (eighty-seven) 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, situation Flat 318, Southdale Mews, 34 Melville Street, Southdale, Johannesburg, area 87 (eighty-seven) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom with separate toilet, kitchen, lounge, study, swimming-pool, under iron roof and tar driveway.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV61E/tf/st.)

Case 1418/93

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

In the matter between **NBS Bank Ltd**, formerly known as Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Ernest Zonele**, First Defendant, and **Lindiwe Anna Zonele**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 4 March 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 5 May 1993 at 10:00, at the Sheriff's Office, Johria Court, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain Erf 298, Township of Spruitview Extension 1, Registration Division IR, Transvaal, situate on 298R Gamede Street, Spruitview, Katlehong, in the Township of Spruitview, Katlehong, District of Alberton, measuring 535 (five hundred and thirty-five) square metres.

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

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

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

Dated at Germiston on this the 24th day of March 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7526/Mrs Pierce.) C/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview

Case 8717/91

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 **Sonkosi Ngubane**, First Defendant, and **Elsie Ngubane**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 26 September 1991, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 7 May 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 7177, Township of Vosloorus Extension 9, Registration Division IR, Transvaal, situate on 7177 Koekoelamao Crescent, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 322 (three hundred and twenty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Built of brick, plaster and paint, 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, Boksburg.

Dated at Boksburg on this the 24th day of March 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7254P/Mrs Pierce.)

Case 2673/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Efpraxia Nathanael**, First Defendant, and
Stylianios Costa Nathanael, Second Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Randburg, Sheriff's Office at Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on 27 April 1993 at 10:00, of the under-mentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Erf 1086, Township of Fourways 10, Registration Division JR, Transvaal, in extent 1 297 square metres, held by virtue of Deed of Transfer T44135/92, also known as 1086 Oudoring Way, Fourways Extension 10.

The following particulars are furnished *re* the improvements, none of which is guaranteed: Single storey house, with a tiled roof, an entrance-hall, lounge, dining-room, family room, kitchen, two and a half bathrooms, four bedrooms, two garages, swimming-pool 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 14 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. Minimum charge R100.

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

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

Case 534/93

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
Samuel Johannes Martinus Mans, First Defendant, and **Rachel Annie Maria Mans**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 22 February 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 7 May 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Portion 7 of Erf 242, Township of Witfield, Registration Division IR, Transvaal, situate on 22 Lowther 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 facebrick, plaster and paint, tiled roof, comprising of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., family room, scullery, dressing-room, outside store, w.c., swimming-pool, brick paving and screen walls.

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

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

Dated at Boksburg on this the 24th day of March 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7519/Mrs Pierce.)

Saak 446/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **Dalene Liebenberg**, Eiser, en **Marius L. Swart**, Verweerder

Ingevolge 'n vonnis in die Landdroshof van Brakpan, en lasbrief vir eksekusie, gedateer 22 Julie 1992, word die eiendom hieronder genoem in eksekusie verkoop aan die hoogste bieder op 29 April 1993 om 10:00, by die Balju se kantoor te Parkstraat 8, Kempton Park, viz:

Sekere Hoewe 390, Bredel-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,7030 (twee komma sewe nul drie nul) hektaar, ook bekend as Plot 390, Bredell.

Die volgende verbeterings word gemeld ten opsigte van die eiendom, maar geen waarborg of onderneming met betrekking tot die verbeterings word gegee nie: Woonhuis gebou met stene/pleister onder 'n sinkdak, bestaande uit sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet asook 'n afdak. Omheining: Draad.

Die voorwaardes van verkoping: Die koopprys sal betaal word, synde 'n deposito van 10% (tien persent) in kontant en die balans teen registrasie. Die volledige voorwaardes van verkoping wat gelees sal word onmiddellik voor die verkoping, mag geïnspekteer word by die kantore van die Balju van die Landdroshof, Prince Georgelaan 439, Brakpan.

Gedateer te Brakpan hierdie 20ste dag van Maart 1993.

G. P. Muller, vir J. J. Kloppers & Medewerkers, Arcos Kamers, Voortrekkerweg 637, Brakpan. (Verw. Mnr. Muller.)

Case 20529/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ADW Trading (Pty) Ltd**, Plaintiff, and **Walter Freyer**, Defendant

In pursuance of a judgment of the above Honourable Court, granted on 26 November 1991, and a writ of attachment issued thereon, the following immovable property will be sold by public auction on 23 April 1993 at 10:00, in front of the Magistrate's Court, Kruger Street, Bronkhorstspuit, to the highest bidder:

Certain Holding 240, Bashewa Agricultural Holdings, District of Bronkhorstspuit, situate at 240 Bashewa Agricultural Holdings, measuring 4,2827 hectares.

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

Improvements: Concrete house with a flat zinc roof, consisting of kitchen, work room, passage, lounge, study, TV room, two bathrooms, four bedrooms, three garages and outside building without roof.

Nothing in this respect is guaranteed.

The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale to the Sheriff, 41 Cornelius Street, Bronkhorstspuit. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, 41 Cornelius Street, Bronkhorstspuit.

A. E. Goodman, vir Goodman & Jacobs, Plaintiff's Attorneys, 50 Lebombo Road, Ashlea Gardens, Pretoria. (Ref. Mr Goodman/RK/G465.)

Case 63914/91

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

In the matter between **Freedom Store**, Plaintiff, and **Isaac Mkhonza**, First Defendant, and **Maria Motsweni**, Second Defendant

Pursuant to a judgment of the above Court and writ of execution, dated 27 March 1991, the property listed hereunder will be sold in execution on Friday, 30 April 1993 at 11:00, at Portion 83, De Onderstepoort, just north of Sasko Mills, old Warmbaths Road, Bon Accord, Pretoria, to the highest bidder:

Erf 146, Soshanguve AA, Registration Division JR, Transvaal, measuring 450 (four hundred and fifty) square metres, situate at 146 Block AA, Soshanguve.

The following improvements are situate on the property, although in this respect nothing is guaranteed: Dwelling under a pitched zinc roof with three bedrooms, lounge, bathroom, separate toilet, kitchen, no fencing.

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

Dated at Pretoria on this the 5th day of March 1993.

Ronald Meltz, Attorney for Plaintiff, 406 Standard Bank Chambers, Church Square, Pretoria. (Tel. 323-8274/323-7961.) (Ref. Mr Meltz/555.)

Saak 10679/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Johannes Marthinus Pieterse**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 29 September 1992, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 30 April 1993 om 11:00, by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder:

Resterende gedeelte van Gedeelte 99 ('n gedeelte van Gedeelte 12) van die plaas Grootvlei 272, Registrasieafdeling JR, Transvaal, groot 7,1146 hektaar, gehou kragtens Akte van Transport T62887/1987, geleë in die distrik Wonderboom.

Daar is geen reserweprys nie.

Die eiendom is onverbeterd.

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, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord.

Geteken te Pretoria op hierdie 31ste dag van Maart 1993.

Tim Du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 325-2277/88.) (Verw. mnr. De Vos/mvz.)

Saak 18849/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Johan Wilhelm Gey van Pittius**, Eerste Verweerder, en **Gertbrecht Susanna Jacoba Gey van Pittius**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 20 Oktober 1992, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 29 April 1993 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, aan die hoogste bieder:

Gedeelte 5 ('n gedeelte van Gedeelte 1) van die plaas Hartebeestfontein 17, Registrasieafdeling IR, Transvaal, groot 311,9939 hektaar, gehou kragtens Akte van Transport T46978/1983, geleë in die distrik Kempton Park.

Die reserweprys is R400 000 plus rente teen primakoers plus 2% (twee persent) per jaar gereken vanaf 17 Februarie 1993 tot datum van betaling.

Die eiendom bestaan uit onontwikkelde grond.

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, Kempton Park onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Parkstraat 8, Kempton Park.

Geteken te Pretoria op hierdie 31ste dag van Maart 1993.

Tim Du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 325-2277/88.) (Verw. mnr. De Vos/mvz.)

Case 682/93

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

In the matter between **NBS Bank Ltd**, Plaintiff/Execution Creditor, and **Hendrik Petrus Pelser van Wyk**, Defendant/Execution Debtor

In pursuance of a judgment dated 12 February 1993, in the above Honourable Court, and a warrant of execution, the following property will be sold in execution at the sale rooms of the Sheriff for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on 30 April 1993 at 10:00, to the highest bidder, viz:

Erf 151, Wilgeheuvel Extension 3 Township, Registration Division IQ, Transvaal, in extent 866 (eight hundred and sixty-six) square metres, held by Deed of Transfer T41667/1991.

The following information is furnished although no guarantee in regard thereto can be given: Lounge, dining-room, bathroom, three bedrooms, passage, kitchen, corrugated iron roof, steel framed windows and plastered walls.

Terms: A cash deposit of 10% (ten per centum) of the purchase price at the time of the sale unless otherwise agreed to by the Execution Creditor and the Sheriff and the balance plus interest against registration of transfer to be secured by a bank or building society guarantee in favour of the Sheriff in a form acceptable to the Execution Creditor's conveyancer to be furnished to the Execution Creditor's conveyancer within 30 (thirty) days of the date of sale.

The conditions of sale may be inspected during office hours at the sale rooms of the Sheriff for Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort.

Dated at Florida this 29th day of March 1993.

Richard F. Reed, Fifth Floor, Flora Centre, corner of Conrad Street and Ontdekkers Road, Florida North; P.O. Box 146, Florida Hills, 1716. (Tel. 472-3560/1/2/3.)

Case 5415/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff/Execution Creditor, and **Gerald Stanley Baard**, Defendant/Execution Debtor

In pursuance of a judgment dated 22 January 1993, in the above Honourable Court, and a warrant of execution, the following property will be sold in execution at the sale rooms of the Sheriff for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on 30 April 1993 at 10:00, to the highest bidder, viz:

Erf 18, Selwyn Township, Registration Division IQ, Transvaal, in extent 1 035 (one thousand and thirty-five) square metres, held by Deeds of Transfer T28315/1984 and T18121/1990.

The following information is furnished although no guarantee in regard thereto can be given: Lounge, dining-room, bathroom, three bedrooms, passage, kitchen, pre-cast concrete boundary walling, corrugated iron roof, steel framed windows and brick walls, swimming-pool.

Flat: Lounge, bedroom, bathroom and kitchenette.

Terms: A cash deposit of 10% (ten per centum) of the purchase price at the time of the sale unless otherwise agreed to by the Execution Creditor and the Sheriff and the balance plus interest against registration of transfer to be secured by a bank or building society guarantee in favour of the Sheriff in a form acceptable to the Execution Creditor's conveyancer to be furnished to the Execution Creditor's conveyancer within 30 (thirty) days of the date of sale.

The conditions of sale may be inspected during office hours at the sale rooms of the Sheriff for Roodepoort at 182 Progress Avenue, Technikon, Roodepoort.

Dated at Florida this 11th day of March 1993.

Richard F. Reed, Fifth Floor, Flora Centre, corner of Conrad Street and Ontdekkers Road, Florida North; P.O. Box 146, Florida Hills, 1716. (Tel. 472-3560/1/2/3.)

Case 118120/92

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

In the matter between **NBS Bank Ltd**, formerly trading as Natal Building Society Ltd, Plaintiff, and **Mandla Windsor Ndhlovu**, First Defendant, and **Mfanizolo Samuel Dubazana**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution, dated 20 January 1993, the property listed hereunder will be sold in execution on Friday, 30 April 1993, in front of the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg, at 10:00.

Certain: The Defendant's right, title and interest in the leasehold in respect of Site 6573, Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 274 (two hundred and seventy four) square metres, held by Certificate of Registered Grant of Leasehold TL21869/1990.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building with brick walls plastered and tiled roof. Consisting of a lounge, kitchen, three bedrooms, bathroom, two w.c.'s. The boundary is fenced.

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 19,25% (nineteen comma two five per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT 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.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N78201.)

Case 42356/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), Plaintiff, and **Joseph Mohlakoane Majoro**, First Defendant, and **Diana Mpotseng Marjoro**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution, dated 8 January 1993, the property listed hereunder will be sold in execution on 30 April 1993 at 10:00:

Certain the right, title and interest in the leasehold in respect of Erf 486, Protea Glen Township, Registration Division IQ, Transvaal, measuring 302 (three hundred and two) square metres and held under Certificate of Registered Grant of Leasehold T38274/1991.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential building of brick walls and plaster, tiled roof. Consisting of three bedrooms, dining-room, lounge, kitchen, two w.c.'s and two bathrooms. The boundary is fenced.

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 20% (twenty per cent) 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: 4% (four per cent) plus VAT 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.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson.)

Case 114812/92

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

In the matter between **NBS Bank Ltd**, formerly trading as Natal Building Society Ltd, Plaintiff, and **Saul Nkosi**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, and writ of execution, dated 11 January 1993, the property listed hereunder will be sold in execution on Friday, 30 April 1993, in front of the Magistrate's Court, Johannesburg, Fox Street Entrance, Johannesburg, at 10:00.

Certain: The right, title and interest in the leasehold in respect of Site 187, Emdeni Extension 2 Township, Registration Division IQ, Transvaal, measuring 297 (two hundred and ninety-seven) square metres, held by Certificate of Registered Grant of Leasehold TL4377/1990.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey residential dwelling with brick walls, plastered and tiled roof, consisting of a lounge, dining-room, kitchen, two bedrooms, bathroom, w.c. The boundary is fenced.

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 19,25% (nineteen comma two five per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) plus VAT 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.

Moodie & Robertson, Plaintiff's Attorneys, Fifth Floor, African Life Centre, corner of Eloff and Commissioner Streets, Johannesburg. (Tel. 333-6114.) (Ref. Mr Johnson/N77718.)

Case 29643/92

PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom Finance Co. (Pty) Ltd**, Plaintiff, and **Konzokayoniwa James Sibiya**, Defendant

1. The execution of the 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 182 Leeuwpoot Street, Boksburg, on 23 April 1993 at 11:15, on the conditions read out by the auctioneer at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, prior to the sale, of the undermentioned property situated at 450 Mailula Park, Vosloorus Extension 3, being Erf 450, Vosloorus Extension 3 Township, Registration Division IR, Transvaal, measuring 300 (three hundred) square metres, held by Certificate of Registered Grant of Leasehold TL38979/1988, which is zoned as residential and consists of (not guaranteed): A dwelling, dining-room, two bedrooms, bathroom and kitchen.

Terms:

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bonds rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2.2 Auctioneer's charges, payable on the day of sale, to be calculated as follows:

2.2.1 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).

2.2.2 Minimum charges R100 (one hundred rand).

Dated at Johannesburg on the 3rd day of March 1993.

Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, 25th Floor, Sanlamsentrum, Jeppe Street, P.O. Box 9700, Johannesburg. (Tel. 332-0000.) (Ref. Mr Treisman.)

Case 4254/89

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **G. H. Hunter**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 19 June 1989, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 April 1993 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property (1), Erf 164, Dersley, Springs, Registration Division IR, Transvaal, measuring 1 699 square metres.

Postal address: 5 Cloverfield Road, Dersley, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with tiled roof, five bedrooms, two bathrooms, kitchen, lounge, dining-room, TV room, studyroom, double garage, servants' quarters, outside toilet, swimming-pool.

1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate Court, Springs, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Springs on this the 30th day of March 1993.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/S89085.)

Case 5649/91

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

In the matter between **Bankorp Ltd**, Plaintiff, and **David Mark Harris**, Defendant

In the pursuance of a judgment granted on 25 June 1991, in the Court of the Magistrate and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 28 April 1993 at 10:00, at Randburg Magistrate's Court, corner of Selkirk and Jan Smuts Avenues, Blairgowrie:

Description: Lot 352, situate in the Township of Olivedale Extension 2, Registration Division IQ, Transvaal.

Postal address: 18 Benjamin Street, Olivedale Extension 2, Randburg.

Improvements: Brick under tile roof dwelling, three bedrooms, two bathrooms, dining-room, large lounge/family room, kitchen, outside toilet, two servants' quarters and tiled roof (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Residential.

Nothing is guaranteed in the above respects.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% 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.

(b) The purchaser shall be liable for payment of interest at the rate as set from time to time by Standard Bank 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, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives.

Dated at Pinetown on this 22nd day of March 1993.

Du Toit, Havemann & Krog, c/o Halse, Havemann & Lloyd, 47 Kings Road, Pinetown. (Ref. 08/B24/156.)

Case 674/93

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

In the matter between **Nedcor Bank Ltd**, Perm Division (Reg. No. 51/00009/06), Plaintiff, and **Marcus Morris Mabusela**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 March 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 7 May 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 58, Vosloorus Extension 4, Boksburg, 1460, situate on Erf 58, Vosloorus Extension 4, in the Township of Vosloorus Extension 4, District of Boksburg, measuring 300 (three hundred) square metres.

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

Building built of brick and plaster, thatch roof, comprising lounge, kitchen, two bedrooms and bathroom.

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

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

Dated at Boksburg on this the 25th day of March 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. PE0037/CYRENNE.)

Case 234/93

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

In the matter between **Nedcor Bank Ltd**, Perm Division (Reg. No. 51/00009/06), Plaintiff, and **Lindiwe Dolly Thwala**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 March 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 7 May 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All right, title and interest in the leasehold in respect of Erf 352, Vosloorus Extension 3, situate on Erf 352, Vosloorus Extension 3, in the Township of Vosloorus Extension 3, District of Boksburg, measuring 307 (three 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, kitchen, two bedrooms, bathroom and a wire boundary.

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

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

Dated at Boksburg on this the 24th day of March 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. PE0016/CYRENNE.)

Case 635/90

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

In the matter between **Nedperm Bank Ltd**, and **S. M. Mnguni**

In pursuance of a judgment in the Court of the Magistrate of Nigel, dated 14 May 1990, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 April 1993 at 09:00, at the premises of the Magistrate's Court, Church Street, Nigel, to the highest bidder:

Property (1): Erf 4007, Duduza, Nigel, Registration Division IR, Transvaal, measuring 261 square metres.

Postal address: Stand 4007, Duduza, Nigel.

Improvements (but nothing is guaranteed in respect hereof): Brick building with asbestos roof, kitchen, lounge, two bedrooms, outside toilet and two outside outbuildings.

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale, and the balance of the purchase price, together with interest at current building society interest rates, from the date of the sale to date of registration of transfer, shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, and to be furnished within fourteen (14) days after the date of sale.

3. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall on demand, pay all transfer costs, arrear rates (if any) at the current rates, taxes and any other charges necessary to effect transfer by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Nigel, and interested parties are requested to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Springs on this the 26th day of March 1993.

J. H. van Heerden, vir J. H. van Heerden & Cohen, c/o Brits, Pretorius, Kruger & Coetzer, Die Bankhuis, 35 Second Avenue, Nigel. (Ref. V 763/JHE.)

Saak 1004/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Ltd**, Eiser, en **V. Tuswa**, Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 23 Februarie 1993, en 'n lasbrief vir eksekusie gedateer 18 Januarie 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 28 April 1993 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 58, Siluma View-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 58, Siluma View-dorpsgebied, groot 309 vierkante meter, gehou deur V. Tuswa, onder Akte van Transport TL33108/89.

Sonering: Residensieel.

Spesiale gebruikvergunnings of vrystellings: Geen.

Die Vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: Teëldak met gepleisterde en geveerde buitewand, bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprijs is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 18,50% per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 22ste dag van Maart 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N143.)

Saak 10281/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Ltd**, Eiser, en **M. E. Simamane**, Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 15 Januarie 1993, en 'n lasbrief vir eksekusie gedateer 8 Januarie 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 28 April 1993 om 10:00, deur die Balju vir die Landdroshof te Johriahof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 2403, Spruitview-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 2403, Spruit View-dorpsgebied, groot 360 vierkante meter, gehou deur M. E. Simamane, onder Akte van Transport TL49921/90.

Sonering: Residensieel.

Spesiale gebruikvergunnings of vrystellings: Geen.

Die Vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: Teëldak met gepleisterde en geveerde buitewand, bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

Buitegeboue: Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprijs is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 17,25% per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 22ste dag van Maart 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N110.)

Saak 14613/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **Stadsraad van Roodepoort**, Eiser, en **Karen Elizabeth Smuts**, Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die verkooplokaal van die Balju te Progresslaan 182, Technikon, Roodepoort op Vrydag, 30 April 1993 om 10:00:

Erf 827, Weltevredenpark-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, geleë te Valeweg 927, Weltevredenpark-uitbreiding 1, Roodepoort.

Bestaande uit: 'n Erf waarop opgerig is 'n woonhuis onder teëldak, staalvensters en baksteenmure en voorafvervaardigde omheining, die huis bestaan uit sitkamer, gesinskamer, eetkamer, twee badkamers, drie slaapkamers, gang, kombuis, bediende toilet, motorhuis en afdak.

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

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

Case 3079/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Gopane Billy Thage**, First Defendant, and
Maleaga Elda Thage, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 30 April 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sales room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale (short description of property, situation and street number):

Erf 3957, Township of Dobsonville, Registration Division IR, Transvaal, measuring 281 (two hundred and eighty-one) square metres, situated at Erf 3957, Township of Dobsonville.

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

Outbuildings: Two garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 24th day of March 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T23005/PC.)

Case 18395/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Tau Daniel Tau**, First Defendant, and **Patricia Tau**,
Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the sales room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 30 April 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sales room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 11416, Township of Dobsonville Extension 4, Registration Division IQ, Transvaal, measuring 155 (one hundred and fifty-four) square metres, situated at Erf 11416, Township of Dobsonville Extension 4.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 22nd day of March 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T21518/PC.)

Case 32196/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Biki Elijah Masilela**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Church Street, Nigel, on 30 April 1993 at 09:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer in front of the Magistrate's Court, Church Street, Nigel, prior to the sale (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 8620, Township of Duduza, Nigel, Registration Division IR, Transvaal, measuring 234 (two hundred and thirty-four) square metres, situated at Erf 8620, Township of Duduza, Nigel.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 17th day of March 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22842/PC.)

Case 19911/91
PH 7

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

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Mfundo Lawrence Kabane**, First Defendant, and **Patricia Kabane**, 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 sale rooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 30 April 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the sale rooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 9502, Township of Dobsonville Extension 3, Roodepoort, Registration Division IQ, Transvaal, measuring 280 (two hundred and eighty) square metres, situated at Erf 9502, Township of Dobsonville Extension 3, Roodepoort.

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

The property is zoned Residential.

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

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

Signed at Johannesburg on the 10th day of March 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. (Ref. IMA/K16034/SC.) [Tel. (011) 832-3251.] (Ref. K16034/SC.)

Case 17252/91

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

In the matter between **Nedcor Bank Ltd**, No. 51/00009/06, formerly known as Nedperm Bank Ltd, Plaintiff, and **Brian Mills**, First Defendant, and **Donna Doreen Mills**, 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, at 10:00, on 29 April 1993, 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 104, Regent's Park Estate Township, Registration Division IR, Transvaal, area 495 square metres, situation 5 James Street, Regent's Park, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, garage, servants' quarters and ablution with brick and precast walls around the property.

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

Dated at Johannesburg on 22 March 1993.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-127.)

Case 25045/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and, **Glynis Velma Johnson**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at 10:00 on 29 April 1993, 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 357, Riverlea Township, Registration Division IQ, Transvaal, area 236 square metres, situation 14 Ganges Street, Riverlea, 2093.

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

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

Dated at Johannesburg on 24 Marcy 1993.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-250.)

Case 18775/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and **Wilfred Gabriel Joel Wentzel**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, at 10:00 on 30 April 1993, 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 4, Fleurhof Township, Registration Division IQ, Transvaal, area 869 square metres, situation 13 Sinkliene Avenue, Fleurhof, Florida.

Improvements (not guaranteed): A house under tile roof, comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, two garages, swimming-pool, servants' quarters and ablutions with precast and brick wall 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on 12 March 1993.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-073.)

Case 17257/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and **Allen Desmond Holshausen**, First Defendant, and **Beverley Holshausen**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without a reserve will be held at the office of the Sheriff of the Supreme Court, 2 Northview, 45 Richards Drive, Halfway House, at 14:30 on 28 April 1993, 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 18 of Erf 30, Halfway House Township, Registration Division IR, Transvaal, area 2 059 square metres, situation Portion 18 of 30 Aitken Road, Halfway House.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, bathroom, kitchen, lounge, dining-room, garage with precast walls 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% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on 11 March 1993.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref: Foreclosures/SAPE 7151-058.)

Case 1464/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and **Peter Joseph Breda**, 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, at 10:00, on 29 April 1993, 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 on the Supreme Court prior to the sale:

Certain: Erf 47, Elandspark Township, Registration Division IR, Transvaal, area 1 558 square metres, situation 211 Sangiro Avenue, Elandspark, Johannesburg.

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

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

Dated at Johannesburg on 1 March 1993.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref: Foreclosures/SAPE 7156-228.)

Case 10202/92

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Alberto Ramos Moreira da Silva**, Defendant

In execution of a judgment of the above Honourable Court, dated 7 October 1992, the following property will be sold in execution on Monday, 26 April 1993 at 10:00, at Du Pisanie Building, Joubert Street, Germiston, to the highest bidder, viz.:

Portion 56 (a portion of Portion 1) of Erf 75, Klippoortje Agricultural Lots Township; measuring 1 258 (one thousand two hundred and fifty-eight) square metres, Registration Division IR, Transvaal, also known as 13 Roslee Street, Cruywagen Park, Germiston.

Terms: The purchase price shall be paid as to 10% (ten per cent) thereof on the signing of the conditions of sale and the unpaid balance, together with the interest thereon at the rate stipulated in the First Mortgage Bond registered against the property, to date of payment within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

Conditions:

The full conditions of sale which will be read by the Sheriff, Magistrate's Court, immediately prior to the sale, may be inspected at his offices at Du Pisanie Building, Joubert Street, Germiston, or at the offices of Attorneys M. Levine Freedman, 201-5 United Building, 177 President Street, Germiston.

Dated at Germiston on this the 24th day of March 1993.

A. L. Freedman, for M. Levine & Freedman, Plaintiff's Attorneys, 201-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/50159(G).]

Case 27231/92 PH 7

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Nkuna Mohlongwazi Kenneth**, First Defendant, and **Maqenge Nonkululeko Portia**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, Pollock Street, Randfontein, on 30 April 1993 at 14:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer in front of the Magistrate's Court, Pollock Street, Randfontein, prior to the sale. (Short description of property, situation, and street number):

All right, title and interest in the leasehold in respect of Erf 5336, Mohlakeng Extension 3 Township, Registration Division IQ, Transvaal, measuring 250 (two hundred and fifty) square metres, situated at Erf 5336, Mohlakeng Extension 3 Township.

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

Dwelling under tiled roof, two bedrooms, lounge, kitchen, and bathroom/toilet.

The property is zoned residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank or building society 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 R100 (one hundred rand).

Signed at Johannesburg on the 23rd day of March 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. IMA/N22579/Sc.)

Case 10072/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mahadi Khehla Edward**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, at the sales room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 30 April 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the sales room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale. (Short description of property, situation, and street number):

All right, title and interest in the leasehold in respect of Erf 9268, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, measuring 240 (two hundred and forty) square metres, situated at Erf 9268, Dobsonville Extension 3 Township.

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

Dwelling under tiled roof, two bedrooms, lounge, bathroom and kitchen.

The property is zoned residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank or 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 R100 (one hundred rand).

Signed at Johannesburg on the 26th day of March 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M20628/PC.)

Case 659/93 PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division, formerly known as United Bank Ltd and prior to that United Building Society Ltd), Plaintiff, and **9 Griswold Road Trust**, First Defendant, **Hendrik Carel Francois Venter**, Second Defendant, **Sylvia Carma Venter**, Third Defendant, and **Maria Magdalena Vermooten**, Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 29 April 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 185, Saxonwold Township, Registration Division IR, Transvaal, measuring 2 023 m², held by the Defendants under Deed of Transfer T27897/1992, being 9 Griswold Road, Saxonwold, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen, two garages, 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 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.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cb.) (Account No.: Z62651.)

Case 218/93

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Casper Johannes Jacobus Heathcote**,
First Defendant, and **Georgina Margaret Heathcote**, 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, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drives, Randburg, on Tuesday, 27 April 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 362, Windsor Township, Registration Division IQ, Transvaal, area 991 square metres, situation 31 Dukes Avenue, Windsor East, Randburg.

Improvements (not guaranteed): Single storey detached brick dwelling under slate, entrance, lounge, dining-room, three bedrooms, fitted kitchen, guest toilet, one and a half bathroom, fitted carpets and novilon flooring, attached double garage, staff quarters, patio and splitpole boundary fencing.

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

Dated at Johannesburg on the 8th day of March 1993.

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, c/o T. G. Fine, 84 Louis Botha Avenue, Yeoville, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/FN0018.)

Case 31517/92

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Charles Henry Stuart**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drives, Randburg, on Tuesday, 27 April 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 543, Sharonlea Extension 1 Township, Registration Division IQ, Transvaal, area 830 square metres, situation 106 Rooiels Street, Sharonlea Extension 1, Randburg.

Improvements (not guaranteed): Single storey brick dwelling under tile, entrance-hall, lounge, dining-room, three bedrooms, fitted kitchen and two bathrooms. Fitted carpets and ceramic flooring. Separate garage, pool (new) gazebo, patio and paving. Walled boundary.

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

Dated at Johannesburg on the 8th day of March 1993.

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, c/o T. G. Fine, 84 Louis Botha Avenue, Yeoville, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/FN0010.)

Case 739/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **John Leonard Mansfield**, First Defendant, and **Aletta Susanna Magrietha**, 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, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drives, Randburg, on Tuesday, 27 April 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1912, Ferndale Extension 11 Township, Registration Division IQ, Transvaal, area 1 258 square metres, situation Stand 1912, West Street, Ferndale Extension 11, Randburg.

Improvements: 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 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter at 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 9th day of March 1993.

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, c/o T. G. Fine, 84 Louis Botha Avenue, Yeoville, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/FN3115.)

Case 33150/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Ltd**, Plaintiff, and **John MacKenzie Proimos**, First Defendant, and
Marie Louise Catherine Proimos, 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, at 10:00 on Thursday, 29 April 1993, 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 remaining extent of Erf 165, Craighall Township, Registration Division IQ, Transvaal, area 2 066 square metres, situation Douglas Avenue, Craighall, Johannesburg.

Improvements: 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 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter at 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on the 5th day of March 1993.

P. le Mottee, for Dykes Daly, Plaintiff's Attorneys, c/o T. G. Fine, 84 Louis Botha Avenue, Yeoville, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/N3089.)

Case 01487/92

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Zaccheus Richard Makamane**, First Defendant,
and **Tutu Sheila Patricia Makamane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 29 April 1993, at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

The right of leasehold in respect of Site 1353, Meadowlands West Zone 9 Township, Registration Division IQ, Transvaal, measuring 264 m² held by the Defendants under Certificate of Right of Leasehold TL8449/1988, being 1353 Meadowlands Zone 9, Johannesburg.

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

The dwelling consists of lounge, two bedrooms, kitchen, 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 on March 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cb.) (Account No. Z41064.)

Case 650/93

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd and prior to that
United Building Society Ltd, Plaintiff and **David William Cattell**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 29 April 1993, at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

Section 17 as shown and more fully described on Sectional Plan SS205/1981 in the building or buildings known as Rose Mount situate at the Township of Waverley Local Authority Johannesburg, measuring 106 m², held by the Defendant under Certificate of Registered Sectional Title ST205/1981 (17) (UNIT), being Rose Mount, Flat 13, corner of Knox and Carol Streets, Waverley, Johannesburg.

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

The dwelling consists of lounge, dining-room, study room, bedroom, bathroom/w.c. 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 day of March 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cb.) (Account No. Z62740.)

Case 1993/658

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd and prior to that United Building Society Ltd, Plaintiff, and **Susan du Plooy**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 29 April 1993, at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

Section 94 as shown and more fully described on Sectional Plan SS132/1985 in the building or buildings known as Greenacres situate at West Turffontein. Local Authority Johannesburg City Council, measuring 113 m², held by the Defendant under Certificate of Registered Sectional Title ST132/1985 (94) (UNIT), being 411 Greenacres, 67 Beaumont Street, Turffontein West, Johannesburg.

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

The dwelling consists of entrance hall, lounge, dining-room, two bedrooms, bathroom/w.c., kitchen, laundry.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or 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 day of March 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Glyn/Mr. Roos/NG/cb.) (Account No. Z62446.)

Case 2427/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Robert John Adair Peebles**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Randburg, held at Randburg, dated 29 April 1992, in the above action, a sale as a unit without a reserve price will be held in front of the Court-house, Magistrate's Court, Randburg, on 28 April 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie:

Description of property: Single-storey dwelling-house under tiled roof consisting of two bedrooms, lounge, dining-room, kitchen, bathroom, shower and w.c., being Stand 1140, Bloubosrand Extension 11, measuring 824 square metres, held by the Defendant under Title Deed T42835/89, Registration Division IQ, Transvaal.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, guarantee to be furnished within 14 (fourteen) 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 R50,00 (fifty rand).

Dated at Randburg this 2nd day of March 1993.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/SC.)

Case 07684/92

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Chaim Abraham Rest**, First Defendant, and **Jilliam Lee Rest**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 29 April 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 6, as shown and more fully described on Sectional Plan SS56/1990 in the building or buildings known as Bruma Lake Village, situate in the Township of Bruma, Local Authority, Johannesburg, measuring 99 m², held by the Defendants under Certificate of Registered Sectional Title ST56/1990 (6) (unit), being Flat 6, Bruma Lake Village, Frederick Beyers Street, Bruma, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, study, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this day of March 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account No. Z44927.) (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cb.)

Case 22351/92

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Rhazan Nthatisi Tale**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 29 April 1993 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 64 as shown and more fully described on Sectional Plan SS104/1982, in the building or buildings known as Hyde Park Corner, situate at Johannesburg Township, measuring 77 m², held by the Defendant under Certificate of Registered Sectional Title ST104/1982 (64) (unit), being Hyde Park Corner, Flat 1202, Caroline Street, Hillbrow.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, bedroom, kitchen and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this day of March 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account No. Z45380.) (Tel. 836-5251.) (Ref. Ms Glyn/NG/cb.)

Case 11884/91

PH 267

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

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Brownson Wiegels and Associates (Pty) Ltd**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 29 April 1993 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 14, as shown and more fully described on Sectional Plan SS80/1977, in the building or buildings known as Catana, Northcliff Extension 22 Township, measuring 163 m², held by the Defendant under Certificate of Registered Sectional Title ST80/1977 (14) (unit), being Flat 114, Catana, Wilson Street, Northcliff Extension 22, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, four bedrooms, bathroom, separate w.c., kitchen, separate shower, carport, servant's room and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this day of March 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account No. Z22924.) (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cb.)

Case 9712/88

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

In the matter between **The South African Breweries Ltd**, Plaintiff, and **Buti David Masango**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property with a reserve price will be sold in execution to the highest bidder, to be held on Friday, 23 April 1993 at 11:00, at the offices of the Sheriff of the Supreme Court, Wonderboom, situated at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord:

Erf 1110, Mamelodi, Registration Division JR, Transvaal, measuring 712 square metres, held by the Defendant under Certificate of Right of Leasehold TL42152/1985, situated at Erf 1110, Mamelodi West, Block C, Mamelodi.

The following information is furnished, though in this respect nothing is guaranteed: A bottle store constructed of brick under iron consisting of a store-room, sale room and office.

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 sale.

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

J. Meyer, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Ref. M225861/nv.)

Saak 1644/89

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **United Bank Bpk.**, 'n divisie van ABSA Bank Bpk., Eiser, en **Eralason Estate Agents (Pty) Ltd**, Verweerder

Ingevolge die vonnis van die Landdroshof te Barberton, en lasbrief vir eksekusie, gedateer 2 Oktober 1989, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroshof, Barberton, op Woensdag, 14 April 1993 om 10:00, naamlik:

Erf 51, Barberton Asiatic-dorpsgebied-uitbreiding 1, Barberton, Registrasieafdeling JU, Transvaal, en Erf 7, Barberton Asiatic Township-uitbreiding 1, Barberton, Registrasieafdeling JU, Transvaal, gehou kragtens Transportakte T4087/77, onderworpe aan die voorwaardes daarin vermeld.

Verbeterings: Erf 51, woonhuis met sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, aparte buitegeboue en swembad. Erf 7: Twee winkels.

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

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 en wat binne 7 (sewe) dae na datum van verkoping gelewer moet word.

Die verkoping geskied voetstoots.

Die voorwaardes van verkoping sal gedurende kantoorure by die Balju, ter insae lê.

Geteken te Nelspruit op hede hierdie 2de dag van Maart 1993.

C. I. Delpont, Sewende Verdieping, Unitedgebou, Brownstraat, Nelspruit. (Verw. Mev. Van Graan/B8/91.)

Case 59343/88
PH 297

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

In the matter between **First National Bank of SA Ltd**, Judgment Creditor, and **Ramkwati Napoleon Mogale**, Judgment Debtor

In execution of a judgment granted by the above Honourable Court, on 18 June 1990, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court, Johannesburg West, at Court-house, Fox Street, Johannesburg, on 16 April 1993 at 10:00, 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 513, in the Township of Dube, Registration Division IQ, Transvaal, measuring 278 square metres, also known as Lot 513, Dube Township, Soweto, Johannesburg.

The property is reported to be three bedrooms, bathroom, lounge, kitchen and garage but nothing is guaranteed.

Terms: Ten per centum (10%) of the purchase price and three per centum (3%) 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 10% (ten per cent) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely, First National Bank Ltd, in whose favour bonds are registered over the property.

Signed at Johannesburg on the 25th day of March 1993.

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.]

Case 23588/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of South Africa Ltd**, Plaintiff, and **Regardo Kenneth Peach**, 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, 182 Leeupoort Street, Boksburg, on 23 April 1993 at 11:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 108 in the Township of Witfield, Registration Division IR, Transvaal, situated at 10 Watkins Street, Witfield, measuring 1 742 (one thousand seven hundred and forty-two) square metres. The property is reported to be a dwelling but nothing is guaranteed.

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 the 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 by the purchaser on the day of sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R50.

N. Mendelow, Plaintiff's/Execution Creditor's Attorneys, 15th Floor, Glencairn, 73 Market Street, Johannesburg. (Tel. 29-2801.) (Ref. Mr Mendelow/B79.)

Saak 432/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRIEL GEHOU TE KRIEL

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **B. M. Motjale**, Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 9 Oktober 1992, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 28 April 1993 om 11:00, te die Landdroskantoor, Kriel, aan die hoogste bieder geregteelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by die voormelde Balju voor die verkoping:

Erf 35, Thubelihle, Kriel, geleë in die dorp Kriel, Registrasieafdeling IS, Transvaal, groot Erf 442 (vier vier twee) vierkante meter.

Geteken te Kriel op hede hierdie 25ste dag van Maart 1993.

C. J. van der Merwe, vir Lou van der Merwe, Eerste Verdieping, Mega Plaza, Kriel, 2271.

Case 24825/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd), Plaintiff, and **Willem Pryor**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), and writ dated 15 February 1993, in the above matter, a sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at Portion 83, De Onderstepoort, old Warmbaths Road (just north of Sasko Mills), Bon Accord, on 30 April 1993 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, old Warmbaths Road (just north of Sasko Mills), Bon Accord, and which will be read by him at the time of the sale, of the following properties owned by Defendant:

1. Portion 46 (a portion of Portion 10) of the farm Hartebeestfontein 123, Registration Division JR, Transvaal, measuring 21,4133 (two one comma four one three three) hectares, held by Defendant under Deed of Transfer T73141/1990.

This property is situated at Portion 46 (a portion of Portion 10) of the farm Hartebeestfontein 123, JR, Transvaal.

2. Portion 47 (a portion of Portion 10) of the farm Hartebeestfontein 123, Registration Division JR, Transvaal, measuring 21,4133 (two one comma four one three three) hectares, held by Defendant under Deed of Transfer T24256/1991.

This property is situated at Portion 47 (a portion of Portion 10) of the farm Hartebeestfontein 123, JR, Transvaal.

There are no improvements on these properties and these properties are vacant erven.

No guarantee is given as to the nature and extent of the properties.

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 1st day of April 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Case 21105/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd), Plaintiff, and **Johannes Eberthson van Eeden**, First Defendant, and **Isabella Wilhelmina van Eeden**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), and writ dated 26 February 1993, in the above matter, a sale by public auction without a reserve price will be held by the Sheriff, Pretoria Central, at Sinodale Centre, 234 Visagie Street, Pretoria, on 27 April 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Pretoria Central, 228 Visagie Street, Pretoria, and which will be read by him at the time of the sale, of the following property owned by Defendants:

Erf 658, in the Township of Sunnyside, Pretoria, Registration Division JR, Transvaal, measuring 1 115 (one thousand one hundred and fifteen) square metres, held by Defendants under Deed of Transfer T56396/1992.

This property is situated at 119 Company Street, Sunnyside, Pretoria.

The property is improved as follows: Three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two garages and swimming-pool. 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 1st day of April 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Case 8132/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Judgment Creditor, and **Comar Properties CC**, First Execution Debtor, and **Josewes Nicolaas Meyer**, Second Execution Debtor, and **Brian Peters**, Third Execution Debtor, and **Balfour Spar**, Fourth Execution Debtor

In execution of a judgment granted by the above Honourable Court on 12 May 1992, in the above-mentioned suit, a sale without reserve will be held by the Deputy Sheriff of the Court at Villa Centre, 104-106 Jan van Riebeeck Street, Balfour, on 30 April 1993 at 10:00, of the undermentioned property of the Execution Debtors, 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 Deputy Sheriff of the Court, prior to the sale:

Portion 1175, in the Township of Balfour, Registration Division IR, Transvaal, measuring 2 855 square metres and Portion 1158 in the Township of Balfour, Registration Division IR, Transvaal, measuring 2 855 square metres (registered in the name of Comar Properties CC, First Execution Debtor).

Ten per centum (10%) of the purchase price and three per centum (3%) 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 Deputy Sheriff of the Court within fourteen (14) days from the date of the sale. The purchaser shall be liable to pay interest at the rate of 20% (twenty per cent) from the date of the sale until the date of transfer of the property to the secured creditor, namely Standard Bank in whose favour a bond is registered over the property.

Dated at Johannesburg on this the 29th day of March 1993.

Fluxman Rabinowitz-Raphaely Weiner, Attorneys for Judgment Creditor, 45th Floor, Carlton Centre, Commissioner Street; P.O. Box 2590, Johannesburg. (Tel. 331-0111.) (Ref. A. C. Soldatos/cs.)

W. Nelson, Sheriff of the Supreme Court, 93 Van Riebeeck Street, Balfour. [Tel. (0151) 2353.]

Saak 18147/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank**, Eiser, en **S. R. Senoelo**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, op 13 Oktober 1992, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju vir die Hooggeregshof, Soshanguve, op 23 April 1993 om 11:00, te die Balju se kantoor te die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (langs die Sasko Meule), Bon Accord, verkoop sonder reserwe/met reserwe.

Sekere Erf 375, Blok DD, Soshanguve, Registrasieafdeling JR, Transvaal, groot 651 (seshonderd een-en-vyftig) vierkante meter.

Die eiendom is verbeter en bestaan uit:

1. Woonhuis van baksteen onder staan teëldak.
2. Bestaande uit drie slaapkamers, sit- en eetkamer, kombuis en badkamer.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju vir die Hooggeregshof, ten tyde van die verkoping, welke verkoping nagegaan kan word by die kantore van die Balju vir die Hooggeregshof.

Geteken te Pretoria op hede die 9de dag van Februarie 1993.

W. D. Saayman, Burgerstraat 249, Pretoria-Noord. (Tel. 546-0153.) (Verw. mev. Botha/CS60.)

Saak 4113/91

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **M. A. Selepe**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 30 Augustus 1991 toegestaan is, op 30 April 1993 om 10:00, te die Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van (10) tien dae voor die verkoping, te wete:

Sekere: Erf 3925, geleë in die dorpsgebied KwaGuqa-uitbreiding 7, Registrasieafdeling JS, Transvaal, groot 260 (twee ses nul) vierkante meter, gehou kragtens Akte van Transport TL9077/91.

Die eiendom is as volg verbeter (nie gewaarborg): 'n Woonhuis met twee slaapkamers, kombuis, badkamer en eetkamer.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 24ste dag van Maart.

J. M. Krügel, vir Nortje & Krügel Ing., Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Case 531/93

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 (Registration No. 87/01384/06), Plaintiff, and **Christiaan Ernest Mostert**, First Defendant, and **Natasha Mostert**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 22 February 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 April 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 2150, Dawn Park Extension 8 Township, Registration Division IR, Transvaal, situate on 12 Cossins Road, Dawn Park Extension 8, in the Township of Dawn Park Extension 8, District of Boksburg, measuring 968 (nine hundred and sixty-eight) 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, w.c. and walled boundary.

The conditions of sale:

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

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

Dated at Boksburg on this the 19th day of March 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. NG7522/Mrs Pierce.)

Case 4857/91

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

In the matter between **NBS Bank Ltd**, formerly known as Natal Building Society Ltd (Registration No. 87/01384/06), Plaintiff, and **Daniel Massaite Mogadui**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 23 June 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 28 April 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 1520, Etwatwa Extension 2 Township, situate on 1520 Etwatwa Extension 2, in the Township of Etwatwa Extension 2, District of Benoni, measuring 273 (two hundred and seventy-three) square metres.

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

Building built of brick and plaster, tiled roof, comprising 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 Sheriff of the Court, Benoni.

Dated at Benoni on this the 19th day of March 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg; c/o Hammond Pole & Dixon, 96 Bedford Avenue, Benoni. (Tel. 52-8666.) (Ref. N7185F/Mrs Pierce.)

Case 672/93

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

In the matter between **Nedcor Bank Ltd**, Perm Division (Reg. No. 51/00009/06), Plaintiff, and **Mfana Albert Zwane**, First Defendant, and **Maditubatuba Magdelina Zwane**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 March 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 7 May 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 434, Mabuya Park, Vosloorus, Boksburg, 1460, situated on 434 Legwabe Street, Mabuya Park, Vosloorus, in the Township of Mabuya Park, Vosloorus, District of Boksburg, measuring 273 (two hundred and seventy-three) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, 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, Boksburg.

Dated at Boksburg on this the 29th day of March 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. PE0022/Cyrenne.)

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, 22 April 1993 at 10:00.

Nedcor Bank Ltd, 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% (tien per centum) of the purchased price plus 4% (four per centum) Sheriff's commission on date of sale and the balance plus interest at Plaintiff's current lending rates on 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 13765/92.

Judgment Debtors: **Dumizulu Samuel Sambane and Simon Moses Sambane.**

Property: Right of leasehold in respect of Erf 143, Xubene Township, Registration Division IR, Transvaal, situate at 143 Xubene Section, Tembisa.

Improvements: Dwelling-house consisting of lounge, toilet, kitchen and two bedrooms. Outbuildings consisting of single garage and driveway.

File ref: L.459/92.

Case 3726/92.

Judgment Debtor: **Khelina Agnes Mdakane.**

Property: Right of leasehold in respect of Erf 106, Isivana Township, Registration Division IR, Transvaal, situated at 106 Isivana Section, Tembisa.

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

File ref: L.127/92.

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

Saak 1750/90**IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP**

In die saak tussen **ABSA Bank**, handeldrywend as Trust Bank, Eiser, en **P. A. G. Eiendomme, G. Eiendomme**, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Klerksdorp en 'n lasbrief vir eksekusie gedateer 15 Desember 1992, sal die volgende onroerende eiendom geregtelik verkoop word te Suikerbosstraat 9, Potchefstroom, aan die hoogste bieder op 7 Mei 1993 om 10:00, naamlik:

Sekere: Erf 2307, Uitbreiding 12, Potchefstroom, groot 3 877 vierkante meter, geleë in die dorp Potchefstroom, Registrasieafdeling IP, Transvaal, gehou kragtens Akte van Transport T49693/86.

Die belangrikste voorwaarde van verkoop is:

1. Die eiendom sal deur die Balju van die Landdroshof, Potchefstroom aan die hoogste bieder verkoop word.
2. Die koper moet 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof, Potchefstroom. Die balans koopsom moet gewaarborg word deur 'n bank of bouvereniging betaalbaar by registrasie van die eiendom in naam van die koper, welke gemelde waarborg gelewer moet word binne 30 (dertig) dae vanaf datum van verkoping en moet gelewer word aan die Balju van die Landdroshof, Potchefstroom.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju van die Landdroshof te Potchefstroom.

Gedateer te Klerksdorp op hede die 29ste dag van Maart 1993.

A. M. Wentzel, vir Theron, Jordaan & Smit, Tweede Verdieping, Kamer 208, West End-gebou, Posbus 2889, Klerksdorp. (Verw. mev. Wentzel/SVZ.)

Saak 10461/92**IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON**

In die saak tussen **NBS Bank Bpk.**, Eiser, en **D. K. Stroud**, Eerste Verweerder, en **V. A. Stroud**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 14 Januarie 1993, en 'n lasbrief vir eksekusie gedateer 8 Januarie 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 28 April 1993 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere: Standplaas 924, Brackendowns, Alberton, Registrasieafdeling IR, Transvaal.

Ook bekend as: Delphiniumstraat 275, Brackenhurst as: Delphiniumstraat 275, Brackenhurst, Alberton.

Groot: 1 160 vierkante meter.

Gehou deur: D. K. Stroud en V. A. Stroud onder Akte van Transport T35262/92.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Teëldak met gepleisterde en gevefde buitewand bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en twee toilette.

Buitegeboue: Motorhuis, motorafdak en bediende toilet.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 17,25% (sewentien komma twee vyf persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 25ste dag van Maart 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N111.)

Case 16350/92

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

In the matter between **The Body Corporate of Kruda Court**, Plaintiff, and **J. Jacobs**, Defendant

In pursuance of a judgment in the Magistrate's Court, Roodepoort, and a warrant of execution dated 15 February 1993, the following property will be sold in execution on 30 April 1993 at 10:00, at the offices of the Sheriff, 182 Progress Road, Technikon, Roodepoort:

Certain: Unit 5 of SS Plan No. SS129/83, and more fully described on Deed of Transfer ST42107/91, also known as 5 Kruda Court, First Avenue, Georginia, being the Defendant's chosen domicilium citandi et executandi, measuring 63 (sixty-three) square metres, held by Deed of Transfer ST42107/91.

Conditions of sale: 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 of the Deed of Transfer 42107/91, in so far as these are applicable.

The following improvements on the property have been reported but nothing is guaranteed: Lounge, bathroom, two bedrooms, kitchen, passage and garage.

Terms: The purchase price shall be paid as follows:

10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance together with the interest thereof at the rate stipulated in the First Mortgage Bond registered against the property to date of payment within 30 (thirty) days to be paid or secured by an approved bank or building society guarantee.

Conditions: The full conditions of sale will be read by the Sheriff, Roodepoort, immediately prior to the sale and may be inspected at his offices or at the offices of Van der Watt & Cohen, Mezzanine Floor, the Galleria, Goldman Street, Florida.

Dated at Florida this 26th day of March 1993.

J. K. van der Watt, for Van der Watt & Cohen, Mezzanine Floor, The Galleria, Goldman Street, Florida. (Tel. 674-1320.) (Ref. Miss Bekker/CC38.)

Saak 610/91

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **Allied Bouvereniging Bpk.**, Eiser, en **J. W. C. du Preez**, Verweerder

Ingevolge 'n beslaglegging in eksekusie gedateer 21 April 1992 sal die volgende eiendom by die Baljukantore, Scholtzstraat 111, Lichtenburg, per publieke veiling verkoop word op 7 Mei 1993 om 10:00:

Resterende gedeelte van Erf 365, geleë in die dorp Lichtenburg met straatadres van Pretoriusstraat 46, Lichtenburg, Registrasieafdeling IP, Transvaal, groot 1 231 (eenduisend tweehonderd een-en-dertig) vierkante meter, gehou kragtens Akte van Transport T5064/90.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantoor van die Balju vir Lichtenburg, Scholtzstraat 111, Lichtenburg, asook by die kantore van Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

Geteken te Lichtenburg op hierdie 29ste dag van Maart 1993.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. Mnr. Nortje/A64/mdk.)

CAPE • KAAP

Case 16520/92

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

In the matter between **ABSA Bank Ltd**, trading as United Bank, Plaintiff, and **Hermanus Barend van Niekerk**,
First Defendant, and **Patricia-Anne van Niekerk**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution, dated 18 January 1993, the following property will be sold in execution, at the site of the property, 42 Hofmeyer Street, Kraaifontein, 7570, on Tuesday, 27 April at 12:30, to the highest bidder:

Certain Erf 8575, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer No. T69606/88, also known as 42 Hofmeyer Street, Kraaifontein, 7570.

Conditions of sale:

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

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

A tiled roof dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c. and single garage.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof, together with interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this the 15th day of March 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W16847.)

Case 35237/92

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

In the matter between **ABSA Bank Ltd**, trading as United Bank, Plaintiff, and **Leonard Frand Schneider**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution, dated 14 December 1992, the following property will be sold in execution, at the site of the property, 83 Clarendon Street, Parow Valley, 7500, on Thursday, 29 April at 11:45, to the highest bidder:

Certain remainder Erf 11238, Parow, in the Municipality of Parow, Division of the Cape, in extent 793 (seven hundred and ninety-three) square metres, held by Deed of Transfer No. T42172/85, also known as 83 Clarendon Street, Parow Valley, 7500.

Conditions of sale:

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

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

Two bachelor flats and two one-bedroom flats.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on the 16th day of March 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W16349.)

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

In the matter between **ABSA Bank Ltd**, Execution Creditor, and **M. H. Yali**, First Defendant, and **N. T. Yali**, Second Defendant

In pursuance of a judgment in Magistrate's Court of Cradock, on 16 February 1993, and attachment of execution the property, listed hereunder will be sold in execution on Tuesday, 27 April 1993 at 10:00, at the Magistrate's Court to the highest bidder and for cash:

Erven 901 and 902, Lingelihle, in the Administrative District of Cradock, situate at 2 Sifanelo Street, Lingelihle, Cradock.

It is reported that a completed dwelling-house is situate on the property although nothing is guaranteed in this respect.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale will be read immediately prior to the sale and may be inspected at the Sheriff's House at 28 Victoria Street, Cradock, and at the offices of Metcalf & Company, 80 Frere Street, Cradock.

Dated at Cradock this 18th day of March 1993.

Metcalf & Company, Plaintiff's Attorneys, 80 Frere Street, Cradock. [Tel. (0481) 3024.]

Saak 2202/90

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.** (voorheen bekend as Nedperm Bank Bpk.), Vonnisskuldeiser, en **Kranzo Christopher Bushula**, Eerste Vonnisskuldenaar, en **Xoliswa Abegail Bushula**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 27 April 1993 om 09:30 te Landdroshof, Paarl:

Alle regte, titel en belang in die huurpag vir woondoeleindes ten opsigte van Erf 11, Mbekweni, in die area van jurisdiksie van die Provinsiale Administrasie van die Kaap die Goeie Hoop in die Administratiewe distrik Paarl, groot 198 (eenhonderd agt-en-negentig) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Sertifikaat van Huurpag No. TL22870/88, welke huurpag verstryk in Mei 2087 en geleë te O 231, Mbekweni, Paarl, onderworpe aan die veiligheidsvoorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig.

2. Een-tiende van die koopprijs is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprijs tesame met rente daarop berken teen die heersende prima bankkoers van Nedcor Bank Bpk. vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste, insluitende B.T.W.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 8ste dag van April 1993.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 200/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Nedcor Bank Ltd** versus **Nkosentsha Richard Nkoneni**, and **Florence Nkoneni**

In pursuance of a judgment dated 10 March 1993, 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, 23 April 1993 at 15:00:

Erf 1214 Kwadwesi Extension 2 in the Administrative District of Port Elizabeth, in extent 287 (two hundred and eighty seven) square metres, situate at 8 Mhlovuhlovu Street, Kwadwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, 5th 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 with a minimum of R100 plus VAT] are also payable on date of sale.

Dated the 17th day of March 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Nedcor Bank Ltd** versus **Fezidinga Gladwell Ngabeni**

In pursuance of a judgment dated 10 March 1993, 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, 23 April 1993 at 15:00:

Erf 425, Kwamagxaki, situated in the Kwamagxaki Development Area, Administrative District of Uitenhage, in extent 364 (three hundred and sixty four) square metres, situate at 165 Cetu Street, Kwamagxaki, Port Elizabeth.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual building, 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 with a minimum of R100 plus VAT] are also payable on date of sale.

Dated this 18th day of March 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 6544/91

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

In the matter between **ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) versus **Denzil Clive Amon**, and **Veronica Virginia Amon**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 2168, Mitchells Plain, in extent 295 square metres, held by T44040/1984, situate at 104 Pilot Way, Strandfontein Village, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room/kitchen, three bedrooms, bathroom, toilet, detached flatlet and garage.

2. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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. D1U0114/gl.)

Case 29614/91

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

In the matter between **ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) versus **Daniel Carstens**, and **Zelda Priscilla Carstens**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 562 Mandalay, in extent 512 square metres, held by T35506/1985, situate at 5 Packer Street, Mandalay, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom, toilet, bathroom/shower/toilet. Flatlet: Two bedrooms, kitchen, bathroom/toilet and single garage.

2. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen comma per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0698/gl.)

Case 27309/92

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society) *versus* **Shereen Choonara**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 39350, Cape Town at Athlone, in extent 562 square metres, held by T8884/1988, situated at 200 Belgravia Road, Athlone, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge/dining-room, kitchen, three bedrooms, bathroom/shower, toilet, double garage, maid's room and shower/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,00% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 Sheriff's office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU2105/gl.)

Case 7197/90

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society) *versus* **Stanford Valencia Rudolf Roman and Michelle Roman**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 1235, Mitchells Plain, in extent 263 square metres, held by T52813/1988, situated at 1 Tennessee Way, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,00% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 Sheriff's office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU0431/gl.)

Case 32050/91

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society) *versus* **Cecilia Wouterson**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 43174, Mitchells Plain, in extent 281 square metres, held by T10883/1989, situated at 15 Teachers Way, Strandfontein Village, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet and single garage.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,00% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 Sheriff's office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU2570/gl.)

Case 3553/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society) *versus* **Desmond Daniel Wakens**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 1221, Mitchells Plain, in extent 204 square metres, held by T8910/1988, situated at 53 Tennessee Street, Westridge, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,00% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 Sheriff's office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0276/gl.)

Case 8290/92

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society) *versus* **Henry Christiaans and Susan Christina Antoinetta Christiaans**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 April 1993 at 10:00, to the highest bidder:

Erf 4061, Eerste River, in extent 262 square metres, held by T57962/1989, situated at 12 Everest Close, Heather Park, Eerste River, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,00% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 Sheriff's office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1002/gl.)

Case 13148/92

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society) *versus* **Prakash Sonilal**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 April 1993 at 10:00, to the highest bidder:

Erf 1133, Scottsdene, in extent 396 square metres, held by T37049/1988, situated at 8 Orange Close, Bernadino Heights, Scottsdene, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, bathroom/toilet, kitchen, three bedrooms, shower/toilet and double garage.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,00% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 Sheriff's office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0234/gl.)

Case 6384/89

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society) *versus* **Yvonne Smith**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 April 1993 at 10:00, to the highest bidder:

Erf 2855, Kleinvelei, in extent 467 square metres, held by T64157/1988, situated at 21 Columbus Street, Forest Glade, Kleinvelei, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, two bedrooms, main en suite and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,00% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 Sheriff's office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U1422/gl.)

Case 3831/89

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society) *versus* **Robert Paul Sissing and Joyce Olive Sissing**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 April 1993 at 10:00, to the highest bidder:

Erf 660, Eerste River, in extent 732 square metres, held by T44856/1986, situated at 47 Springbok Street, Eerste River, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room/kitchen, three bedrooms, bathroom/toilet and attached single garage.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,00% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 Sheriff's office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U0872/gl.)

Case 667/93

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Thelma Erasmus and Koos Pedro**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 April 1993 at 10:00, to the highest bidder:

Erf 2682, Blue Downs, in extent 259 square metres, held by T23157/1990, situated at 11 Bolivia Way, Malibu Village, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 Sheriff's Office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0020/gl.)

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Noel Martin du Plooy and Natalie Theodora du Plooy**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 April 1993 at 10:00 to the highest bidder:

ERf 5947, Blue Downs, in extent 348 square metres, held by T56168/1989, situated at 3 Angela Crescent, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 Sheriff's Office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. DOU0370/gl.)

Case 394/91

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Geoffrey Wilfred Watkins and Maria Magdalena Watkins**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 April 1993 at 10:00, to the highest bidder:

Erf 5040, Kuils River, in extent 637 square metres, held by T3591/1990, situated at 6 Grove Street, Kuils River, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, shower/toilet, bathroom/toilet, toilet and attached single garage.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 Sheriff's Office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0045/gl.)

Case 2808/92

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Andry Dippenaar and Sonja Dippenaar**

The following property will be sold in execution at the site of the property, 1 Tinktinkie Avenue, Nederburg, Kuils River, Cape, on Monday, 26 April 1993 at 11:00, to the highest bidder:

Erf 5429, Kuils River, in extent 783 square metres, held by T52468/1988, situated at 1 Tinktinkie Avenue, Nederburg, Kuils River, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms, dressing-room, bathroom/shower, toilet, store-room and attached single garage, double garage under construction.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 Sheriff's Office.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0375/gl.)

Case 23/93

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

In the matter between **Nedcor Bank Ltd**, Judgment Creditor, and **G. L. Jones**, Judgment Debtor

In pursuance of judgment granted 4 March 1993, in the Maclear Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 April 1993 at 10:00, at The Mill, Maclear, to the highest bidder:

Description: Erf 185, known as the Mill, Maclear, in the Municipality and Division of Maclear, Cape Province.

Postal address: The Mill, Maclear.

Improvements: Comprising of a conventional type dwelling and normal outbuildings.

The property is registered in the name of the Defendant.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff give any warranty as to the property to be sold.
3. One-tenth (1/10th) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance of the purchase price together with interest thereon at the rate of 16,75% (sixteen comma seven five per centum) per annum, or such interest rate as is required by the Sheriff, is to be paid against registration of transfer, due payment of which must be guaranteed within fourteen days after the date of sale by bank or building society guarantee.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. The sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, P.O. Box 252, Maclear, 5480.

Dated at Queenstown this 22nd day of March 1993.

Bowes McDougall & Co., Plaintiff's Attorneys, 27A Prince Alfred Street, Queenstown, 5320. P.O. Box 639, Queenstown, 5320. [Tel. (0451) 8-2053.] (Ref. Coetzee/LDB/W7550.)

Case 25774/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS Bank Ltd**, formerly trading as Natal Building Society, Plaintiff, and **Mgwebi Judgeman Njezula**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 7 October 1992, and a writ of execution dated 15 October 1992, the right of leasehold in and to the property listed hereunder will be sold in execution on Friday, 23 April 1993 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 1083, Motherwell NU 5, Administrative District of Uitenhage, measuring 499 (four hundred and ninety-nine) square metres, situated as 28 Hlabati Street, Motherwell NU 5, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile private, detached dwelling with fitted carpets, lounge, kitchen, three bedrooms, dining-room, one and a half bathrooms, two w.c.'s, double garage, servant's room and fenced boundary.

Material conditions of sale:

1. The right of leasehold in and to the property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the Certificates of Registered Grant of Leasehold, in so far as these are applicable.
2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20% (twenty per cent) interest thereon per annum shall be secured within twenty-one (21) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 19th day of March 1993.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case 25351/90

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

In the matter between **First National Bank of Southern Africa Ltd** (No. 05/01225/06), Plaintiff, and **Fatima Abdurahman**, First Defendant, and **Abdul Aziz Abdurahman**, Second Defendant

In the above matter a sale will be held on Monday, 3 May 1993 at 14:00, at the site being:

69 Duiker Avenue, Lotus River, measuring six hundred and twenty-six (626) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth (1/10th) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed):

Double storey dwelling, brick walls under a slab roof, consisting of seven bedrooms, kitchen, lounge, bathroom, toilet, double garage and servants' quarters.

4. The complete conditions of sale will be read out at the sale and may be inspected prior thereto at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this 1st day of March 1993.

E. W. Domingo & Associates, Plaintiff's Attorneys, Grassy Park Shopping Centre, Victoria Road, Grassy Park. (Tel. 706-2873/4/5.)

Case 17613/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank, formerly United Bank Ltd, formerly United Building Society Ltd *versus* **Achmat Karriem Ismail**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 1507, Mandalay, in extent 446 square metres, held by T59633/90, situate at 12 Jerome Avenue, Mandalay, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1539/gl.)

Case 14410/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank, formerly United Bank Ltd *versus* **Ronald James Cloete**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 40707, Mitchells Plain, in extent 329 square metres, held by T59847/91, situate at 27 Anna Marie Drive, Beacon Valley, 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 deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1472/gl.)

Case 5793/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank, formerly United Bank Ltd, formerly United Building Society Ltd *versus* **John William Cloete and Alletha Cloete**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 1141, Weltevreden Valley, in extent 350 square metres, held by T13175/90, situate at 24 Louis Crescent, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0817/gl.)

Case 10668/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank, formerly United Bank Ltd, formerly United Building Society Ltd *versus* **Shaun Neville Christian and Tania Christian**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 40772, Mitchells Plain, in extent 242 square metres, held by T8084/92, situate at 38 Marianna Crescent, Beacon Valley, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1288/gl.)

Case 22090/92

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

ABSA Bank Ltd, trading as United Bank, formerly United Bank Ltd *versus* **Mogammad Faizel Carr, Asa Bibi Carr, Tyron Walter Thys, Bridget Dawn Thys and Zahieda Carr**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 38233, Cape Town at Athlone, in extent 556 square metres, held by T32896/87, situate at 37 Massey Avenue, Athlone, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms, dressing-room and bathroom/toilet.

Flatlet: Lounge, kitchen, bedroom and shower/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0543/gl.)

Case 11278/92 and 12110/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Combined Mortgage Nominees (Pty) Ltd**, Execution Creditor, and **Kenwyn Investments CC**, Execution Debtor

In pursuance of two judgments of the Supreme Court of South Africa, and a writ of execution dated 18 December 1992, execution dated 18 December 1992, the property listed hereunder will be sold in execution at corner of Hyde and Elm Roads, Parkwood Estate, on 28 April 1993 at 10:00:

Erf 75418, Southfield, in the City of Cape Town, Cape Division, in extent 1 172 m², held under Deed of Transfer T40259/91.

1. The afore-mentioned property is situated at the corner of Hyde and Elm Roads, Parkwood Estate.

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

It comprises a double storey building with a supermarket and 5 small side shops on the ground floor with a flat and several rooms with communal kitchen and bathroom facilities upstairs.

3. *Payment*

A deposit of 10% of the purchase price must be paid in cash or by means of a deposit-taking institution guaranteed cheque immediately on the conclusion of the sale and the balance (plus interest at the current rate of 16,21% (sixteen comma two one 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 guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The Sheriff shall require of any bidder's satisfactory proof of his ability to pay the said deposit.

5. *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 26th day of March 1993.

Mallinick Ress Richman & Closenbergh Inc., Attorneys for Execution Creditor, Sixth Floor, 2 Long Street, Cape Town. (D. M. Davis/44473.)

Case 36724/92

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

In the matter between **Western Cape Regional Services Council**, Plaintiff, and **M. Cassiem**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 14 September 1992, the property listed hereunder, and commonly known as 16 Hector Avenue, Lotus River, will be sold in execution in front of the Magistrate's Court, Wynberg, on Friday, 28 May 1993 at 10:00, to the highest bidder:

Erf 7430, Grassy Park, situated in the Local Area of Grassy Park, Cape Division, in extent 194 square metres.

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

A masonette, brick walls under an asbestos roof, consisting of 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% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 Electric Road, Wynberg.

Dated at Cape Town this 22nd day of March 1993.

Syfret Godlonton-Fuller Moore Inc., Sixth Floor, NBS Waldorf, St George's Mall, Cape Town. [Ref. COLL/UB/74720 (6).]

Case 21409/92

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

In the matter between **ABSA Bank Ltd**, trading as United Bank, Plaintiff, and as United Bank, Plaintiff, and **Mrs Jennifer Lakey**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution dated 18 September 1992, the following property will be sold in execution, in front of the Court-house, for the District of Bellville, on Monday, 26 April 1993 at 14:00, to the highest bidder:

Certain: Erf 25622, Bellville, in the Local Area of Belhar, Cape Division; in extent 178 (one hundred and seventy-eight) square metres, held by Deed of Transfer T22014/92, also known as 6 Opera Street, Belhar, 7490.

Conditions of sale:

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

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

A masonette comprising a lounge, open plan kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 18 March 1993.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7] (Ref. GJV/SP W14357.)

Saak 14090/90

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **Die Bank van Namibia Bpk., Namibia Bpk.**, Eiser, en **Kenneth John Payten**, handeldrywende as Wonderquip,
Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Hof, gedateer 22 Mei 1991, sal die hiernagenoemde vaste eiendom in eksekusie verkoop word op 27 April 1993 om 11:00 op die perseel te Uplandsweg 8, Milnerton, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju, by die veiling wat deur die Balju, by die veiling uitgelees sal word:

Erf 685, Milnerton, in die Munisipaliteit van Milnerton, afdeling Kaap, groot 980 (negehonderd en tagtig) vierkante meter, gehou kragtens Transportakte T2998/1969, ook bekend as Uplandsweg 8, Milnerton.

Betaalvoorwaardes:

Tien per centum (10%) van die koopprys en afslaersgelde in kontant op die veilingsdag, saldo teen oordrag wat verseker moet word deur bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingsdatum by die Balju ene veertien (14) dae van die veilingsdatum by die Balju en/of Eiser se prokureurs ingelewer moet wees.

Verkoopvoorwaardes:

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Kaapstad te Mandatumgebou, Barrackstraat, Kaapstad, te Telefoonnommer 45-7560.

Gedateer te Bellville hede die 16de dag van Maart 1993.

Bornman & Hayward, vir A. H. der Kinderen, Saambougebou, Kruskallaan 14, Bellville. (Verw. E. de Waal.)

Case 27824/92

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

In the matter between **Maitland Timber Company (Pty) Ltd**, Plaintiff, and **Patrick Glynn Barry Henrick**

In pursuance of a judgment of the above Honourable Court obtained on 29 October 1992, and a warrant of execution issued, the undermentioned property will be sold in execution without reserve by the Sheriff on Tuesday, 27 April 1993 at 11:45, at the premises namely 24 Hodgson Vergesig Durbanville:

Certain Erf 4558, Durbanville, in the Municipality of Durbanville, measuring 1008 square metres, held by Deed of Transfer T19634/1991.

Terms and conditions of sale: The sale will be subject to payment of 10% (ten per cent) of the purchase price on the day of the sale, the balance to be secured by a bank or building society guarantee cheque within 14 days of the date of sale.

The full conditions of sale may be inspected at the office of the Sheriff of the Court, Bellville.

The following improvements are reported, but nothing is guaranteed: Kitchen, four bedrooms, two bathrooms, lounge, dining-room, games room and maids room.

Signed and dated at Cape Town on this the 17th day of March 1993.

Ashersons, 34 Plein Street, Cape Town. (Tel. 461-6240.) (Ref. Mrs Rossouw/sjod.)

Case 16467/92

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

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **S. R. Brown**, First Defendant, and **J. Brown**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuilsriver, dated 19 February 1993, the following will be sold in execution at 09:30 on 19 April 1993, in front of the Magistrate's Court for the District of Kuilsriver to the highest bidder:

Erf 3513 Blue Downs, 330 (three hundred and thirty) square metres, held by Deed of Transfer T46197/1992, situate at 10 Hydranga Street, Hillcrest Heights, Eerste River.

Description: Lounge, kitchen, two bedrooms, bath/w.c.

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 insofar as these are applicable.

2. The purchase price shall be paid as to ten per cent thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amounts is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuilsriver.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas.)

Case 26233/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **A. Mackay**, First Defendant, and **S. Mackay**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, dated 2 February 1993, the following will be sold in execution at 11:00, on Tuesday, 20 April 1993, on site to the highest bidder:

Erf 2878 Montague Gardens, 308 (three hundred and eight) square metres, held by Deed of Transfer T29324/92, situate at 19 Shepherds Green, Summers Green, Milnerton.

Description: Lounge, three bedrooms, kitchen, bat/w.c. and single garage.

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 insofar as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. B. Kosmas.)

Case 3990/92

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

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Peter James Hockey**, married in community of property to **Yvonne Sylvia Hockey**

In pursuance of a judgment of the Magistrate's Court of Goodwood and writ of execution dated 25 May 1992, the property listed hereunder, and commonly known as 44A Blue Gum Street, Bonteheuwel:

Erf 128119 Cape Town at Bonteheuwel, in the Municipality of Cape Town, Division Cape, in extent 101 square metres, will be sold in execution on 29 April 1993 at 11:00, at Magistrate's Court, Goodwood, to the highest bidder.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick building built under an asbestos roof consisting of approximately lounge, kitchen, two bedrooms and bathroom.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth¹/₁₀ of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Goodwood.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 4110/92

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd) *versus* **Raymond Howes Kukard**, and **Sandra Kukard**

The following property will be sold in execution at the site of the property, 11 Helderberg Close, Richwood, Cape, on Tuesday, 27 April 1993 at 11:00, to the highest bidder:

Erf 1467, Richmond Park, in extent 243 square metres, held by T35525/1991, situate at 11 Helderberg Close, Richwood, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/dining-room, kitchen, two bedrooms, bathroom/toilet and attached garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per 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 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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0517/gt.)

Case 1118/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Alfred David Abrahams, and Marian Isabel Abrahams**

The following property will be sold in execution at the site of the property, 9 Flamingo Crescent, Sea Wind, Retreat, Cape, on Wednesday, 28 April 1993 at 12:00, to the highest bidder:

Erf 124019, Cape Town at Retreat, in extent 162 square metres, held by T40812/1988, situate at 9 Flamingo Crescent, Sea Wind, Retreat, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom, toilet and carport.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per 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 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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U0115/gt.)

Case 1427/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Alexander John Waterhouse**

The following property will be sold in execution at the site of the property, 6 Killarney Road, Muizenberg, Cape, on Wednesday, 28 April 1993 at 11:00, to the highest bidder:

Remainder Erf 87244, Cape Town at Muizenberg, in extent 150 square metres, held by T72272/1990, situate at 6 Killarney Road, Muizenberg, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per 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 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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0750/gt.)

Case 7156/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Ltd**, trading as United Bank, Plaintiff, and **Christiaan Leonard Stewart**, First Defendant, and **Diane Sentoressa Stewart**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Somerset West, and writ of execution dated 20 January 1993, the following property will be sold in execution, in front of the Court-house for the District of Somerset West, on Tuesday, 27 April 1993 at 14:30, to the highest bidder:

Certain Erf 3487, Macassar, situate in the Local Area of Macassar, Administrative District of Stellenbosch, in extent 213 (two hundred and thirteen) square metres, held by Deed of Transfer T21314/89, also known as 16 Belvedere Street, Macassar.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment*: Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16,75% (sixteen comma seven five per cent) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions*: The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at this office.

Dated at Bellville on 9 March 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (012) 946-3165/6/7.] (Ref. GJV/SP W16302.)

Case 12630/92

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd), *versus* **Julian Classen**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Thursday, 29 April 1993 at 11:00, to the highest bidder:

Erf 1912, Matroosfontein, in extent 483 square metres, held by T78421/1991, situate at 7 First Avenue, Bishop Lavis, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, toilet and garage.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per 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 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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1430/gt.)

Case 5653/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Flip de Bruin, and Dorethea de Bruin**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 27 April 1993 at 14:30, to the highest bidder:

Erf 1861, Macassar, in extent 109 square metres, held by T25224/1989, situate at 105 Ring Avenue, Macassar, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution 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 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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1214/gt.)

Case 2661/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd), *versus* **Simon Patrick Marthinus, and Eva Lydia Marthinus**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 27 April 1993 at 14:30, to the highest bidder:

Erf 3478, Macassar, in extent 206 square metres, held by T27163/1991, situate at 55 Clifton Street, Macassar, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution 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 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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0912/gt.)

Case 3609/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Walter Thomas Williams, and Joyce Allison Williams**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 27 April 1993 at 14:30, to the highest bidder:

Erf 3111, Macassar, in extent 452 square metres, held by T15998/1988, situate at 35 Sunset Crescent, Macassar, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per 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 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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U2487/gt.)

Case 1799/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Joggera Samuels**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 27 April 1993 at 14:30, to the highest:

Erf 3053, Macassar, in extent 289 square metres, held by T56918/1989, situate at 7 Brighton Crescent, Macassar, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/kitchen, two bedrooms, bathroom and toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per 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 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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U1374/gl.)

Case 1303/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd), *versus* **Elaine Sandra Hetem**

the following property will be sold in execution at the site of the property, 52 Donkin Avenue, Table View, Cape, on Thursday, 29 April 1993 at 15:00, to the highest bidder:

Erf 3799, Milnerton, in extent 993 square metres, held by T42943/1991, situate at 52 Donkin Avenue, Table View, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, dining area, kitchen, four bedrooms, bathroom/toilet and shower/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per 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 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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0517/gt.)

Case 2443/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Barry Cedric Petterson, and Cheryl Belinda Petterson**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 27 April 1993 at 14:30, to the highest bidder:

Erf 3426, portion of Erf 2945, Macassar, in extent 255 square metres, held by T7547/1989, situate at 33 Belvedere Street, Macassar, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution 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 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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U1948/gt.)

Case 23719/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd), *versus* **Shaun Butler**

The following property will be sold in execution at the site of the property, 115 Chapel Street, Cape Town, Cape, on Thursday, 29 April 1993 at 11:00, to the highest bidder:

Erf 126496, Cape Town, in extent 87 square metres, held by T72015/1990, situate at 115 Chapel Street, Cape Town, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per 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 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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1300/gt.)

Case 12704/92

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

ABSA Bank Ltd, trading as United Bank (formerly United Building Ltd) *versus* **Michael Graham and Theresa Roslind Graham**

The following property will be sold in execution at the site of the property, 8 Tulbagh Road, Brooklyn, Cape, on Thursday, 29 April 1993 at 10:00, to the highest bidder:

Erf 19894, Cape Town at Brooklyn, in extent 447 square metres, held T28433/1991, situate at 8 Tulbagh Road, Brooklyn, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom/toilet and garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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. D2U0716/gt.)

Case 4039/89

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus*
Mohammed Shakie Wasserfall and Sumaya Wasserfall

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 April 1993 at 10:00, to the highest bidder:

Erf 733, Blue Downs, in extent 225 square metres, held by T52592/1988, situate at 33 Lohr Crescent, Silversands, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet and single garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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. D9U0886/gl.)

Case 11046/91

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus*
David Christo Scheepers

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 26 April 1993 at 10:00, to the highest bidder:

Erf 4964, Blue Downs, in extent 296 square metres, held by T56709/1989, situate at 3 Cospatrick Road, Gaylee Heights, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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. D1U1305/gl.)

Case 2119/92

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

Nedcor Bank Ltd versus Vernon Keith Fillis and Ivon Fillis

In pursuance of a judgment dated 14 October 1992 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 23 April 1993 at 15:00:

Erf 1206, Bloemendal, situate in the Municipality and Administrative District of Port Elizabeth.

In extent 299 (two hundred and ninety-nine) square metres.

Situate at 8 Katherina Close, Bloemendal, Port Elizabeth.

While nothing is guarantee, it is understood that on the property is a single storey, conventional dwelling under a concrete tile roof, consisting of three bedrooms, bathroom, kitchen, lounge and dining-room.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R100 plus VAT] are also payable on date of sale.

Dated 7th March 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.** (voorheen bekend as Nedperm Bank Bpk.), Vonnisskuldeiser, en **Andrew Richard McKenzi**, Eerste Vonnisskuldenaar, en **Elizabeth Catherine McKenzi**, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 27 April 1993 om 10:00, te Nicholstraat 36, Paarl:

Erf 13361, Paarl, in die Munisipaliteit Paarl, afdeling Paarl, groot 285 (tweehonderd vyf-en-tagtig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T49793/86 en geleë te Nicholstraat 36, Paarl, onderworpe aan die Veilingsvoorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig.

2. Een-tiende ($\frac{1}{10}$) van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en die balans van die koopprys tesame met rente daarop bereken teen die heersende prima bankkoers van Nedcor Bank Bpk., vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 8ste dag van Maart 1993.

Van Wyk, Gaum, Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 3743/92

IN THE MAGISTRATE'S COURT FOR MALMESBURY HELD AT MALMESBURY

ABSA Bank Ltd, trading as United Bank *versus* **Peter Mathew Brett**, and **Vera Helena Brett**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Tuesday, 27 April 1993 at 10:00, to the highest bidder:

Erf 2919, Wesfleur, in extent 187 square metres, held by T16718/92, situate at 1 St Antonia Street, Wesfleur, Atlantis, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1179/gt.)

Case 5206/91

IN THE MAGISTRATE'S COURT OF WYNBERG HELD AT WYNBERG

In the matter between **ABSA Bank Ltd**, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Dasi Moore Leeto Madikane**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 379, Khayelitsha, in extent 239 square metres, held by TL59832/90, situate at 101 Zodiac Street, Khayelitsha, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, one and a half bathroom.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16,75% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0098/gt.)

Case 50395/91

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

In the matter between **Nedcor Bank Ltd (Reg. No. 51/00009/06)** (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Mandlenkosi Witnes Mdingi**, married in community of property to **Nomahlubi Cynthia Mdingi**

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 21 December 1992, the property listed hereunder, and commonly known as 19 Mshumpela Way, Langa:

Erf all right, title and interest in the leasehold in respect of Erf 3156, Langa, in the area of Ikapa Town Council, Administrative District of the Cape.

In extent: 553 square metres, will be sold in execution on 29 April 1993 at 11:00, at Magistrate's Court, Goodwood, to the highest bidder.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built with bricks under an asbestos tiled roof, consisting of approximately three bedrooms, dining-room, kitchen and bathroom/toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Goodwood.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 20097/90

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

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Vuyelwa Christina Motile and Lungile Solomon Motile**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 18971, Khayelitsha, in extent 188 square metres, held by T39392/89, situate at Erf 18971, Khayelitsha, Khayelitsha, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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. DOU1011/gt.)

Case 18969/91

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

ABSA Bank Ltd, trading as United Building (formerly United Building Ltd, formerly United Building Society Limited) *versus* **Gcinikaya Alberton Xaso**

The Judgment Debtor's title to and interest in the leasehold rights in respect of the following property, will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 8915, Guguletu, in extent 583 square metres, held by TL28602/90, situate at 27 Simela Street, Guguletu, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room/kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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. D1U0439/gt.)

Case 1360/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank (formerly United Bank Ltd, formerly United Building Society Ltd) *versus* **Nombulelo Rachel Mbatsha**

The Judgment Debtor's title to and interest in the leasehold rights in respect of the following property, will be sold in execution in front of the Court-house for the District of Wynberg, on Friday, 30 April 1993 at 10:00, to the highest bidder:

Erf 8917, Guguletu, in extent 433 square metres, held by TL17241/90, situate at corner of 6 Homba Street, and 38 Tambo Street, Luyoloville, Guguletu, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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. D1U1282/gt.)

Case 7836/92

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

In the matter between **Natal Building Society Ltd**, Plaintiff, and **Mrs G. C. Damonse**, First Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution, dated 17 July 1992, the property listed hereunder, and commonly known as 61 Hirage Avenue, Constantia Park, Eerste River, will be sold in execution in front of the Magistrate's Court, Kuils River, on 26 April 1993 at 09:00, to the highest bidder:

Erf 4255, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, measuring 430 (four hundred and thirty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence, built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Somerset West on this 25th day of March 1993.

M. Rose, for Morkel & De Villiers, Second Floor, Elwil Centre, 14 Caledon Street, Somerset West.

Saak 4713/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Bpk.**, voorheen United Bank Bpk., voorheen United Bouvereniging, Eksekusieskuldeiser, en **Frederick Daniel Truter**, Eerste Eksekusieskuldenaar, en **Madalyn Truter**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof, gedateer 15 Desember 1992, en daaropvolgende lasbrief vir eksekusie gedateer 15 Desember 1992, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 28 April 1993 om 11:00, te Caledonstraat 58, George:

1. Erf 368, George, in die munisipaliteit en afdeling George, groot 1 356 (eenduisend driehonderd ses-en-vyftig) vierkante meter.

2. Erf 8432, George, in die munisipaliteit en afdeling George, groot 360 (driehonderd en sestig) vierkante meter, geleë te Caledonstraat 58, George, en bestaande uit voorportaal, sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping aan die Geregsbode betaal.

Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 38, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, C. J. Langenhovenweg, George.

Saak 3363/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Bpk.**, voorheen United Bank Bpk., voorheen United Bouvereniging, Eksekusieskuldeiser, en
Sonette Pienaar, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde agbare Hof, gedateer 11 November 1992 en daaropvolgende lasbrief vir eksekusie gedateer 11 November 1992, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 28 April 1993 om 12:00, te Merrimanstraat 25, George:

Erf 5534, George, in die munisipaliteit en afdeling George, groot 1 298 (eenduisend tweehonderd agt-en-neëntig) vierkante meter, geleë te Merrimanstraat 25, George, en bestaande uit sitkamer, eetkamer, vier slaapkamers, werkkamer, kombuis, badkamer en toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping aan die Geregsbode betaal.

Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 38, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, C. J. Langenhovenweg, George.

Saak 4715/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Bpk.**, voorheen United Bank Bpk., voorheen United Bouvereniging, Eksekusieskuldeiser, en
Jacobus Stephanus van der Watt, Eerste Eksekusieskuldenaar, en **Ilze van der Watt**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof, gedateer 2 Februarie 1993 en daaropvolgende lasbrief vir eksekusie gedateer 2 Februarie 1993, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 28 April 1993 om 11:30, te Oewerstraat 14, George:

Erf 5912, George, in die munisipaliteit en afdeling George, groot 1 153 (eenduisend eenhonderd drie-en-vyftig) vierkante meter, geleë te Oewerstraat 14, George, en bestaande uit sitkamer, eetkamer, drie slaapkamers, spoelkombuis, badkamer, toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping aan die Geregsbode betaal.

Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 38, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, C. J. Langenhovenweg, George.

Saak 1138/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **Standard Credit Corporation**, Eiser, en **G. Julius**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vryburg, gehou te Vryburg, in bogemelde saak, sal 'n verkoping op Vrydag, 30 April 1993 om 10:00, gehou word voor die Landdroskantoor, Hofgebou, De Kockstraat, Vryburg, op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder naamlik:

Sekere Erf 3410, geleë te Vryburg-dorpsuitbreiding 17, munisipaliteit Vryburg, afdeling Vryburg, groot 684 vierkante meter, gehou T529/84.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Bode van die Hof. Die balans moet versker word deur 'n bank- of bougenootskapwaarborg binne 10 (tien) dae na afloop van die veiling.

Die voorwaardes van die verkoping kan in die kantoor van die Bode van die Hof tydens kantoorure besigtig word.

Venter, Booysen & Ferreira, Die Balju, De Kockstraat 27, Vryburg.

Saak 4567/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **ABSA Bank Bpk.**, voorheen United Bank Bpk., voorheen United Bouvereniging, Eksekusieskuldeiser, en **Abraham Juries**, Eerste Eksekusieskuldenaar, en **Anna Juries**, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof, gedateer 22 Februarie 1993, en daaropvolgende lasbrief vir eksekusie, gedateer 22 Februarie 1993, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 28 April 1993 om 10:00, te Trianglestraat 16, Parkdene, George:

Erf 11212, George, in die munisipaliteit en administratiewe distrik George, groot 522 (vyfhonderd twee-en-twintig) vierkante meter, geleë te Trianglestraat 16, Parkdene, George, en bestaande uit sitkamer, twee slaapkamers, kombuis, badkamer, toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouvereniging waarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 38, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Derde Verdieping, Nedbanksentrum, C. J. Langenhovenweg, George.

Saak 2419/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Jean Landsberg**, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 15 Februarie 1993, sal die ondergemelde eiendom verkoop word op 30 April 1993 om 14:15, by die hoofingang van Nuwe Geregshoe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Deel 3, St Moritz, soos aangetoon en volledig beskryf op Deelplan SS213/1986 in die skema bekend as St Moritz ten opsigte van die grond en gebou of geboue geleë te Port Elizabeth Sentraal, in die munisipaliteit en afdeling Port Elizabeth, van welke deel die vloeroppervlakte volgens die voormelde Deelplan 68 (ag-en-sestig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aangenomde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST5763/1992, ook bekend as Deel 3, St Moritz, Sentraal, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n skakelhuis met mure gedeeltelik van suursteen en gedeeltelik van beton, bestaande uit sitkamer, slaapkamer, kombuis, badkamer en een oop parkeerarea is.

Geteken te Port Elizabeth op 25ste dag van Maart 1993.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. H. B. de Jager/ob.)

Saak 9548/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Boland Bank Bpk.**, Eiser, en **M. J. Minnaar**, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld per openbare veiling verkoop word op Woensdag, 28 April 1993 om 10:00, te hoek van Mettler- en Hoekstraat, Wellington:

Erf 1952, Wellington, in die munisipaliteit en afdeling Paarl, groot 485 (vierhonderd vyf-en-tagtig) vierkante meter, gehou kragtens Transportakte T57592/1984.

Die eiendom is geleë te hoek van Mettler- en Hoekstraat, Wellington, en bevat: 'n Woonhuis van baksteen met 'n sinkdak wat bestaan uit: Drie slaapkamers, kombuis, sitkamer, eetkamer en motorhuis.

Veilingvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshoe en die reëls daarvolgens uitgevaardig en van die titelbewys in soverre dit van toepassing is.

2. Tien persent (10%) van die koopprijs moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprijs, tesame met rente teen 28,25% (ag-en-twintig komma twee vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprijs moet binne veertien (14) dae na datum van die veiling verseker word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju geleë te Hoofstraat 52, Wellington, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

NATAL

Case 4612/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH**

In the matter between **ABSA Bank Ltd**, Execution Creditor, and **Madurai Ankiah** and **Mrs Spiranjani Ankiah**, Execution Debtors

In pursuance of a judgment granted on 28 October 1992 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 27 April 1993 at 10:00 in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: A certain piece of land being Subdivision 297 (a Subdivision of 215) of the farm Zeekoe Vallei 880, situated in the City of Durban, Administrative District of Natal, in extent three hundred and one (301) square metres.

Postal address: 59 Colorado Circle, Bayview, Chatsworth, 4092.

Improvements: Block under tile dwelling consisting of lounge, kitchen, two bedrooms, toilet and shower.

Town-planning: Zoning: Special Residential 180, Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, c/o Ash Haripersad & Partners, First Floor, Montford Service Station, 160 Road 701, Chatsworth, 4092. (Ref. CMK/001022/016/Mrs Chetty.)

Case 1665/91**IN THE SUPREME COURT OF SOUTH AFRICA****(Durban and Coast Local Division)**

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Harichuran Chunilal**, Defendant.

In pursuance of a judgment of the Supreme Court of South Africa, (Durban and Coast Local Division) dated 15 April 1991 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 April 1993 at 10:00 on the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder, with reserve price:

Property description: Lot 1586, Reservoir Hills (Extension 5), situated in the City of Durban, Administrative District of Natal, in extent seven hundred and fifty (750) square metres.

Postal address: 144 McLarty Road, Reservoir Hills, Durban.

Improvements: Brick under tile dwelling consisting of two bedrooms, bedroom with en suite, lounge, dining-room, kitchen, toilet and bathroom with toilet.

Basement consisting of three rooms, lounge, kitchen, bathroom with toilet and double garage.

Nothing is guaranteed in respect of the above.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Supreme Court's Act and the rules made thereunder.
2. Bids will be accepted by or on behalf of any person and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) 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.

Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this the 2nd day of March 1993.

Van Onselen O'Connell, Plaintiff's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. AJ/VDB 07 N007 002.)

Case 46349/92

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Munisamy**, First Defendant, and **Latchmy**, Second Defendant.

In pursuance of a Judgment granted on 29 October 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 27 April 1993 at 10:00 in front of the Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder.

Description: A certain piece of land being Subdivision 2092 of 2068 of Chat Six of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent two hundred and two (202) square metres.

Postal address: House 686, Road 302, Chatsworth.

Improvements: Semi-detached double-storey block under asbestos roof dwelling comprising 3 bedrooms, lounge, dining-room, kitchen, toilet and bathroom. *Outbuildings:* Two rooms and a toilet.

Town-planning zone: Special residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale, the balance plus interest as hereinafter provided against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within fourteen (14) days after the date of sale, provided that if the Plaintiff be the purchaser it shall not be required to pay the deposit or provide the guarantee.

(b) The purchaser shall be liable for the payment of interest at the prevailing bond interest rate from time to time, which is presently sixteen per cent (16%) per annum to the Plaintiff, on the amount of the award to the Plaintiff in the distribution plan from date of sale to date of transfer, both days inclusive, and interest on any other Bonds at the rate mentioned in such Bonds for the above period.

3. The purchaser shall be liable for the payment of interest to the Plaintiff at the prevailing bond interest rate/rates applicable from time to time and to further bondholders at the prevailing bond interest rate/rates from time to time on the respective amounts of the awards to the Plaintiff and to further bondholders in the plan of distribution from the date of sale to the date of transfer.

4. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan, Chatsworth, or at the offices of David Gardyne & Partners, Eighth Floor, J.B.S. Building, 78 Field Street, Durban.

Dated at Durban this 22nd day of March 1993.

David Gardyne & Partners, Plaintiff's Attorneys, Second Floor, J.B.S. Building, 78 Field Street, Durban, c/o Deena Murugasen, Rajan Moodley & Associates, Suite 15, Havenside Shopping Centre, Kingsbury Walk, Havenside, Chatsworth. (Ref. Mr Gardyne/GAL 1927.)

Case 3676/89

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

In the matter between **Allied Building Society**, Plaintiff, and **Ahmed**, married in community of property to **Halimah**, Defendant

In pursuance of a judgment granted on 23 October 1989, in the Magistrate's Court of Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 April 1993 at 10:00, in front of the Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder:

Description: A certain piece of land being Subdivision 5996 (of 5964) of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent two hundred and nine (209) square metres.

Postal address: 27 Krypton Avenue, Chatsworth, Natal.

Improvements: One semi-detached double storey block, under asbestos roof dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

Town-planning zoning: Special residential.

Nothing is guaranteed in the above respects.

Material conditions:

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale, the balance plus interest as hereinafter provided against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within fourteen (14) days after the date of sale, provided that if the Plaintiff be the purchaser it shall not be required to pay the deposit or provide the guarantee.

(b) The purchaser shall be liable for the payment of interest at the prevailing bond interest rate from time to time, which is presently sixteen per cent (16%) per annum to the Plaintiff, on the amount of the award to the Plaintiff in the distribution plan from date of sale to date of transfer, both days inclusive, and interest on any other bonds at the rate mentioned in such bonds for the above period.

3. The purchaser shall be liable for the payment of interest to the Plaintiff at the prevailing bond interest rate/rates applicable from time to time and to further bondholders at the prevailing bond interest rate/rates from time to time on the respective amounts of the awards to the Plaintiff and to further bondholders in the plan of distribution from the date of sale to the date of transfer.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan, Chatsworth, or at the offices of David Gardyne & Partners, Eighth Floor, J.B.S. Building, 78 Field Street, Durban.

Dated at Durban this 22nd day of March 1993.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, J.B.S. Building, 78 Field Street, Durban. c/o Deena Murugasen, Rajan Moodley & Associates, Suite 15, Havenside Shopping Centre, Kingsbury Walk, Havenside, Chatsworth. (Ref. Mr Gardyne/GAL.132.4.)

Case 8499/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Sibusiso Kenneth Mtshali**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 2 February 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Acting Sheriff of the Supreme Court, Durban, on 23 April 1993 at 10:00, on the steps of the Supreme Court, Masonic Grove, Durban, Natal, to the highest bidder without reserve:

Property description: Subdivision 3833 Isipingo (Extension 26), situated in the borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 318 (three hundred and eighteen) square metres.

Physical and postal address: 16 Lotus Park Drive, Lotus Park, Isipingo Rail, Isipingo, Natal.

Improvements: Brick and plaster house under tiled roof. Main building: Three bedrooms, toilet, bathroom (bath/basin, cement floor), lounge (carpeted), kitchen (quarry tile floor, fitted cupboards).

Outbuildings: No garage, no servants' quarters, concrete fence around property.

Nothing is guaranteed in respect of the above.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale 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 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 on the purchase price, thereafter 3% (three per cent) on the balance subject to a minimum of R100 and a maximum of R6 000 on the purchase price at the time of the sale.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes 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 Acting Sheriff, Lejaton Building, 40 St George's Street, Durban.

Dated at Durban on this the 17th day of March 1993.

Van Onselen O'Connell, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. R Easton-Berry/EVV/03N002007.)

Case 707/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Dumisani Elias Mavuso**, Defendant

In pursuance of a judgment of the Magistrate's Court of Newcastle, and a writ of execution dated 25 February 1993, the undermentioned property will be sold in execution on 28 April 1993 at 10:00 at the front entrance of the Magistrate's Court of Newcastle, namely:

A certain site, Unit 9915, Unit A, Madadeni Township, District of Madadeni. 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 16th day of March 1993.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S.A. Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Saak 707/93

IN DIE LANDDROSHOF VAN DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Dumisani Elias Mavuso**, Eksekusieskuldenaar

Ingevolge uitspaak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 25 Februarie 1993, word die ondervermelde eiendom om 10:00 op 28 April 1993, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel A9915, Madadeni Dorpsgebied, Newcastle distrik. 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.

Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan verkoop.

Gedateer te Newcastle hierdie 16de dag van Maart 1993.

Hopkins & Southey, Prokureurs vir Eiser, No. 12, Bo Grond Vloer, S.A. Perm Arkade, Scottstraat 58, Newcastle.

Case 6630/92

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

In the matter between **Bankorp Ltd**, Plaintiff, and **Azan Sadick Shaik**, First Defendant, and **Shameem Shaik**, Second Defendant

In the pursuance of a judgment granted on 22 September 1992 in the Magistrate's Court, and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 April 1993 at 10:00 at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown.

Description: Lot 3017 Reservoir Hills (Extension 11), situated in the City of Durban, Administrative District of Natal, in extent 892 square metres.

Postal address: Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Town-planning zoning: Residential.

Nothing is guaranteed in the above respects.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash 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 14 days after the sale to be approved by the Plaintiff's attorneys.

2. (b) The purchaser shall be liable for payment of interest at the rate as set from time to time by Stantambank Ltd 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 Pinetown, at 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Pinetown on this 24th day of March 1993.

Du Toit, Havemann & Krog, c/o Halse, Havemann & Lloyd, 47 Kings Road, Pinetown. (Ref. 08/B248/421.)

Case 7798/92

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

In the matter between **Trust Bank**, a division of Bankorp Ltd, Plaintiff, and **Colin James Pratley**, Defendant

In pursuance of a judgment granted on 20 May 1992 in the Magistrate's Court of Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 April 1993 at 10:00, in front of the Magistrate's Court Building, Somtseu Road Entrance, Durban.

Description: Subdivision 12 of Lot 1706 Wentworth, situated in the City of Durban, Administrative District of Natal in extent one thousand and fifty six (1 056) square metres.

Street address: 8 Chislehurst Close, Bluff.

Improvements: A brick under tile roof dwelling, comprising 2 bedrooms, lounge, dining-room, both carpeted, kitchen with tiled floor and built-in cupboards, toilet, bathroom, garage, granny flat consisting of a bedroom and shower (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots".)

Town-planning zoning: Residential.

Special privileges: (nil).

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within 15 days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by the Execution Creditor 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.

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 Durban South, at 101 Lejaton Building, 40 St Georges Street, Durban.

Dated at Durban this 25th day of March of 1993.

Andrew Johnston, for Van Onselen O'Connell, Plaintiff's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. AJ/VDB T064 160.)

Case 282/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALFRED HELD AT HARDING

In the matter between **United Bank**, a division of ABSA Bank Ltd, No. 86/04794/06, formerly **United Building Society Ltd**, No 86/04794/06, Plaintiff, and **Edna Elizabeth Niemack**, Defendant

In pursuance of a judgment in the Magistrate's Court of Harding and the warrant of execution issued pursuant thereto on 9 October 1992, the immovable property described hereunder will be sold in execution on 23 April 1993 at 11:00 on the Courthouse steps of the Magistrate's Court of Harding, on terms and conditions which will be read out at the time of the sale which may in the meantime be inspected at the office of attorney Neil Bowles, the Plaintiff's local attorneys, 10 Hawkins Street, Harding, being Subdivision 2 of Lot 369, Harding, situated in the Township of Harding, Administrative District of Natal, in extent 1 290 square metres, and situated at 14B Reynolds Street, Harding.

The material terms and conditions of the sale are as follows:

1. (a) The purchase price shall be paid as to 10% (ten per cent) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price *together* with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 (fourteen) days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled hereto such rates, taxes 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 cent) of the purchase price.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold "voetstoots".

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by a fully carpeted brick under corrugated iron residence consisting of 3 bedrooms, a full bathroom with shower, lounge, dining room and kitchen.

Dated at Port Shepstone on this the 3rd day of March 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/U250/01U035617.)
C/o Attorney Neil Bowles, 10 Hawkins Street, Harding. (Ref. NWB/pg/02B003125.)

Case 43/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **L Mbuyazi**, Defendant

In pursuance of a judgment granted on 24 February 1993 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 27 April 1993 at 09:00 at the Magistrate's Court of Mtunzini.

1. (a) *Deeds office description*: Ownership Unit H1704, Township of Esikhawini, District of Onoye, measuring three hundred and eighty seven (387) square metres in extent.
- (b) *Street address*: H1704 Esikhawini.
- (c) *Improvements (not warranted to be correct)*: Single storey dwelling consisting of three bedrooms with bathroom and toilet, lounge and kitchen.
- (d) *Zoning/Special privileges or exemptions*: Special residential zoning, no special privileges or exemptions.
2. The conditions of sale may be inspected at the office of the sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.
3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 27th day of April 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2751/93.)

Case 76/93

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

In the matter between **Perm (A Division of Nedcor Bank Ltd)**, Plaintiff, and **Z. S. Sithole**, Defendant

In pursuance of a judgment granted on 1 March 1993 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 27 April 1993 at 09:00 at the Magistrate's Court of Mtunzini.

1. (a) *Deeds office description*: Ownership Unit H3098, Township of Esikhawini, District of Ongoye, measuring three hundred and thirty eight (338) square metres in extent.
- (b) *Street address*: H3098 Esikhawini.
- (c) *Improvements (not warranted to be correct)*: Single storey dwelling consisting of two bedrooms, bathroom, kitchen and lounge.
- (d) *Zoning/special privileges or exemptions*: Special residential zoning, no special privileges or exemptions.
2. The conditions of sale may be inspected at the office of the sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.
3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 26th day of March 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2754-92.)

Case 928/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **N. G. Zungu**, Defendant

In pursuance of a judgment granted on 12 January 1993 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 27 April 1993 at 09:00 at the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description*: Ownership Unit H2813, Township of Esikhawini, District of Ongoye, measuring six hundred and thirteen (613) square metres in extent.
- (b) *Street address*: H2813 Esikhawini.
- (c) *Improvements (not warranted to be correct)*: Single storey dwelling consisting of three bedrooms, 2 showers, lounge, dining-room, kitchen and garage.
- (d) *Zoning/special privileges or exemptions*: Special residential zoning, no special privileges or exemptions.
2. The conditions of sale may be inspected at the office of the sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.
3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 26th day of March 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2737/92.)

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Beejay Sing**, First Execution Debtor, **Bhagwanthi Singh**, Second Execution Debtor and **Jay Singh**, Third Execution Debtor

In pursuance of a judgment granted on 20 January 1993 in the Magistrate's Court for the District of Chatsworth, held at Chatsworth and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 27 April 1993 at 10:00, in front of the Magistrate's Court Building, Chatsworth.

Description: Subdivision 6539 of 6487 of the farm Chat Seven 14780, situated in the District of Durban, Administrative District of Natal, in extent two hundred and nine (209) square metres, held under Deed of Transfer T195/89

Street address: 10 Rainstorm Road, Moorton, Chatsworth.

Improvements: Brick asbestos roof dwelling consisting of lounge, kitchen, 2 bedrooms, toilet and bathroom. *Outbuilding:* Room and toilet.

Zoning: General residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 19,25% per annum to the bondholder, Nedcor Bank Ltd, formerly Nedperm Bank Ltd, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold "voetstoots" and without any warranties.

5. The full conditions of sale may be inspected at the office of the sheriff of the Magistrate's Court Chatsworth, 12 Oak Avenue, Kharwastan.

Dated at Durban this 22nd day of March 1993.

Livingston Leandy Inc, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 5685/92

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

In the matter between **First National Bank of Southern Africa Ltd**, Execution Creditor, and **Johannes Marthinus Meyer**, Execution Debtor

In pursuance of a judgment of the Magistrate's Court for the District of Pinetown, and a writ issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 30 April 1993 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, Natal:

Description: Lot 834, Berea West (Extension 7), situate in the Borough of Westville, Administrative District of Natal, in extent 2 093 (two thousand and ninety-three) square metres.

Postal address: 20 Severn Drive, Westville.

Improvements: A single storey brick and tile dwelling consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms and separate garage (the nature, extent, condition and the existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1994, as amended, and the rules of Court made thereunder.

2. No bid for less than R100 shall be accepted and the purchaser (other than the execution creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within 14 (fourteen) days from the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 19% (nineteen per cent) per annum to the execution creditor on the amount of the award to the execution creditor in the plan of distribution from date of sale to date of registration of transfer.

5. The transfer shall be effected by the attorneys for the execution creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and all other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal, or at the offices of the attorney's for the execution creditor.

Dated at Westville on this 24th day of March 1993.

McKenzie, Reeve & Dixon, Attorney's for Execution Creditor, Second Floor, 27 Jan Hofmeyr Road, Westville. (Tel. 266-8036.) (Ref. Mr K. P. Dixon/Mrs McNally/F003-003.)

Case 12808/92

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

In the matter between **Big Grow Properties CC**, Plaintiff, and **Comminos Geralis**, First Defendant, and **Sotiris Pahiti**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 8 November 1992, the following immovable property will be sold in execution on 23 April 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 48 (of 1237) Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent one zero two five (1 025) square metres, held under Deed of Transfer T11002/87.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate at 11 Voortrekker Road, Clarendon, Pietermaritzburg.
2. The property has been improved by the construction thereon of a dwelling and the usual outbuildings.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 22nd day of March 1993.

Austen Smith, Plaintiff's Attorney, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/L 073.)

Case 360/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Anthony Ashton Tarr**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Wednesday, 10 March 1993 in the above-named suit, the following immovable property will be sold by public auction by the Deputy Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg on the steps of his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 23 April 1993 at 09:30, on conditions which will be read out by the Deputy Sheriff before the sale, and which conditions are in the possession of the Deputy Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, namely:

Remainder of Lot 244, Winterskloof, situate in the Mount Michael Health Committee Area, Administrative District of Natal, in extent two comma one four five five (2,1455) hectares, which property is physically situate at Sweetwaters Road, Mount Michael, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T11983/92.

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 thatch, consisting of a lobby, lounge, dining-room, study, four bedrooms, a sunroom, kitchen, pantry and two bathroom/toilets.

There are outbuildings consisting of a double carport, laundry, three store-rooms, a workshop and stables.

There is a flat consisting of a lounge, bedroom and bathroom/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 Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,75% (sixteen comma seven 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 the 16th day of March 1993.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 2873/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Allied Bank**, a division of ABSA Bank Ltd (No. 023775/06), formerly Allied Bank Ltd (No. 87/02375/06) formerly Allied Building Society Ltd (No. 87/02375/06), Plaintiff, and **Sak Properties CC**, (CK90/37130/23), Defendant

In pursuance of a judgment in the Court of the Magistrate of Port Shepstone, and the warrant of execution pursuant thereto on 6 November 1992, the immovable property described as:

Lot 516, Port Edward Extension 2, situate in Port Edward Town Board Area, and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 1 359 square metres, and situate in Seventh Street, Port Edward.

Will be sold in execution on Friday, 30 April 1993 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(1) (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 (fourteen) days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by a brick and tile split level dwelling consisting of kitchen, three bedrooms, main-en-suite, lounge, dining-room, two and a half bathrooms and verandah.

Basement: Double garage, servants' quarters and flatlet.

Swimming-pool and Volleyball Court.

Dated at Port Shepstone on this the 9th day of April 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/A236/01A001528.)

Saak 1838/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **ABSA Bank Bpk.**, Eksekusieskuldeiser, en **Alan David Williamson**, Eerste Eksekusieskuldenaar, en **Letitia Williamson**, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 4 Maart 1993, sal die ondervermelde eiendom op 28 April 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Lot 10521, Newcastle-uitbreiding 36.

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. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar op tekening van die verkoopvoorwaardes en die balans van die koopprys plus rente teen 19% (negentien 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 bouverenigingswaarborg binne 14 (veertien) dae vanaf die datum van verkoping.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 18de dag van Maart 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 1280/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd.**, Eksekusieskuldeiser, en **Mdubane Alfred Kubheka**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 5 Maart 1993, sal die ondervermelde eiendom op 28 April 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Unit 6538, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 18de dag van Maart 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 2565/89

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd**, Eksekusieskuldeiser, en **Mainrad Dumisani Jele**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 5 Maart 1993, sal die ondervermelde eiendom op 28 April 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregteklik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere: Site D4851, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.
2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 18de dag van Maart 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 10514/92

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Calvin Walter Kenneth Carrick**, First Execution Debtor, and **Veronica Anne Carrick**, Second Execution Debtor

In pursuance of a judgment granted on 30 October 1992, in the Magistrate's Court for the District of Pinetown, held at Pinetown, and a writ of execution issued thereunder, the immovable properties listed hereunder will be sold in execution on Friday, 23 April 1993 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description:

1. Subdivision 11 of Lot 2349, Queensburgh, situate in the Borough of Queensburgh, Administrative District of Natal, in extent eight hundred and thirty-six (836) square metres, held by the Defendants under Deed of Transfer T3762/89.

2. Subdivision 12 of Lot 2349, Queensburgh, situate in the Borough of Queensburgh, Administrative District of Natal, in extent eight hundred and fifty-three (853) square metres, held by the Defendants under Deed of Transfer T3763/89.

Street address: Lot 2349, Cleopatra Road, Queensburgh.

Improvements: Vacant land.

Zoning: General Residential (nothing guaranteed).

The sale shall be for Rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 19,25% per annum to the bondholder, Nedcor Bank Ltd (formerly named Nedperm Bank Ltd), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 9th day of March 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case 923/92

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Ephraim Sikakane**, Defendant

In pursuance of a judgment granted on 15 January 1993 in the above Honourable Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 April 1993 at 09:00 at the front of the Magistrates' Courts Building, Mtunzini.

1. (a) *Deeds office description*: Ownership Unit No. H3711 situate in the Township of Esikhawini, District of Ongoye, in extent five hundred and eighty-one (581) square metres.

1. (b) *Street address*: H3711 Esikhawini Township.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. Property is on main sewerage and fully electrified.

1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemptions. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 12th day of March 1993.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 23287/92

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Marina Germaine Rafter**, Execution Debtor

In pursuance of a judgment granted on 4 February 1993 in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 22 April 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: Remainder of Lot 6686, Durban, situate in the City of Durban, Administrative District of Natal, in extent three hundred and fifty-eight (358) square metres held under Deed of Transfer T21324/1.

Street address: 39 Davenport Road, Glenwood, Durban.

Improvements: Brick, iron and tile house consisting of entrance hall, two and a half bedrooms, lounge, dining-room, kitchen and bathroom/toilet, lock-up garage, room, toilet/shower, Durban corporation water and lights.

Zoning: General Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100,00) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 21% (twenty-one per centum) per annum to the bondholder, Nedperm Bank Ltd, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 11th day of March 1993.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 5366/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Ntombikayise Isabel Nkabinde N.O.** Defendant

In pursuance of a judgment granted in the Court of the Magistrate at Newcastle, dated 25 January 1993 the following immovable property will be sold in execution on the 27 April 1993 at 10:00, at the front entrance of the Magistrate's Court, Nqutu, to the highest bidder:

Ownership Unit No. B.149, situate at Mondlo, District of Nquthu, measuring four hundred and ninety-two (492) square metres.

Street address: Unit No. B149, Mondlo.

Improvements: Brick under tiled roof, single-storey house consisting of two bedrooms, bathroom, kitchen, lounge. None of the above improvements nor vacant possession is guaranteed.

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 of Newcastle 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, Newcastle, 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 Newcastle this 26th day of March 1993.

S. W. Saville, for Stuart Saville & Company Inc., Plaintiff's Attorneys, 48 Paterson Street, P.O. Box 2960, Newcastle, 2940. (Tel. 53021.)

Case 21408/91

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

In the matter between **Bernard Arnold Balkisson**, Execution Creditor, and **Roychand Mohanlall**, First Execution Debtor, and **Reenawathee Mohanlall**, Second Execution Debtor

In pursuance of a judgment granted on 18 February 1992 in the Magistrate's Court, Durban, and under a writ of execution issued thereafter dated 17 June 1992, the immovable property listed hereunder will be sold in execution on 27 April 1993 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: Lot 151, Silverglen, situate in the City of Durban, Administrative District of Natal, in extent nine hundred and thirty four (934) square metres, held by the first and second execution creditors in their names under Deed of Transfer T8757/92.

Postal address: 8 Greenview Road, Silverglen.

Improvements: Brick under tile roof dwelling comprising:

Five bedrooms, lounge, dining-room, two kitchens, toilet and two toilets and bathroom.

Outbuildings: Two rooms, toilet/bathroom and double garage.

Zoning: Residential. (The accuracy hereof is not guaranteed.)

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 (other than the execution creditor) shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bond or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff, Chatsworth, within 14 days after the date of sale.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request of the said attorneys.

4. The purchaser shall be liable to pay interest on any preferent creditor's claim calculated from the date of the sale to date of transfer.

The full conditions may be inspected at the offices of the Sheriff, or at our offices.

Dated at Durban this 11th day of March 1993.

Legator, McKenna Inc., Execution Creditor's Attorneys, 21st Floor, Eagle Building, 357 West Street, Durban. (Ref. Mr McKenna/cl/K.283.)

Case 10406/92

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

In the matter between **Nedperm Bank Ltd**, No. 51/00009/06, Execution Creditor, and **Shamilladevi Maharaj**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, dated 9 February 1993, and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 30 April 1993 at 10:00, at front entrance Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

All the Defendant's right, title and interest in and to the property, Lot 2766, Reservoir Hills (Extension 7), situate in the City of Durban, Administrative District of Natal, in extent six hundred and seventy-eight (678) square metres.

Postal address: 19 Hatfield Road, Reservoir Hills.

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

A double storey brick under concrete slab dwelling consisting of the following:

Four bedrooms, dressing room, lounge, dining-room, fitted and tiled kitchen, two bathrooms, one with shower cubicle, two toilets, prayer room, double garage at basement level; servants' quarters and pool.

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 Samkit Centre, 62 Caversham Road, Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 7th day of March 1993.

John Hudson & Co., Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAle-ry/sc.)

Case 3840/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Denis Williams**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division, on Monday, 22 March 1993 in the above-named suit, the following immovable property will be sold by public auction by the Deputy Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, at 10:30, on Friday, 23 April 1993, on conditions which will be read out by the Deputy Sheriff before the sale, and which conditions are in the possession of the Deputy Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, namely:

Subdivision 122 (of 104) of the farm Bishopstowe 2587, situate in the City of Pietermaritzburg, Administrative District of Natal, measuring four hundred and forty-one (441) square metres, which property is physically situate at 6 Swan Crescent, Eastwood, Pietermaritzburg, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T17225/87.

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/toilet and a toilet/shower.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,75% (sixteen comma seven 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 March 1993.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 5571/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Sanlam**, Plaintiff, and **Anjalaimmal Pillay**, Defendant

In terms of judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), on 28 September 1990, and a warrant of execution issued thereafter, dated 1 October 1992, a sale in execution will be held on Tuesday, 27 April 1993 at 10:00, outside the front entrance of the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder with a reserve price of R91 400 (ninety one thousand four hundred rand): Subdivision 1690 of the farm Mobeni 13538, situate in the City of Durban, Administrative District of Natal, held under Deed of Transfer T20311/1990, subject to the conditions of title.

Physical address: 49 Street, Mobeni Heights.

The following information is furnished but not guaranteed: Face brick under tile roof dwelling comprising of four bedrooms en suite, two lounges, dining-room, kitchen, toilet, bathroom entrance patio.

Outbuildings: Garage, room and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court, Chatsworth, 6 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, 4092.

Dated at Durban this 15th day of March 1993.

Strauss Daly, Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Barnard/G07529/15.)

Case 986/89

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **W. Z. Vezi**, Defendant

In pursuance of a judgment granted on 4 April 1990, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 April 1993 at 09:00, at the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description:* Ownership Unit H2404, Township of Esikhawini, District of Ongoye, in extent three hundred and thirty-eight (338) square metres.

(b) *Street address:* H2404 Esikhawini.

(c) *Improvements (not warranted to be correct):* Single storey dwelling consisting of three bedrooms, bathroom, lounge and kitchen.

(d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The condition of sale may be inspected at the office Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 26th day of March 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2759/93.)

Case 36/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Dhansingh Ranjith Singh**, First Defendant, and **Kasturi Sahadave Singh**, Second Defendant

Pursuant to a judgment of the above-mentioned Honourable Court, dated 4 February 1993, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 23 April 1993, at 09:00, at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg:

The immovable property is Subdivision 4064 (of 3814) of farm Northdale 14914, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and ninety (390) square metres.

Postal address: 138 Mars Road, Northdale, Pietermaritzburg.

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

Zoning: Residential. Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 18% (eighteen per cent) per annum from 1 January 1993, compounded monthly, in advance, on the amount of the Plaintiff's judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 29th day of March 1993.

Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 199 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/LJ/87/E0112/92.)

Case 10147/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Soogreem Dwarika Maharaj**, First Plaintiff/Execution Creditor, and **Sookthey Maharaj**, Second Plaintiff/Execution Creditor, and **Midworth Holdings (Pty) Ltd** (No. 72/4020/07), Defendant/Execution Debtor

In pursuance of a judgment obtained in the above Honourable Court, on 28 January 1992, and by virtue of a warrant of execution issued thereon, the immovable property will be sold in execution to the highest bidder on Friday, 30 April 1993 at 10:00, by the acting Sheriff, Verulam, and the sale is to take place at the front office to the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 470, Tongaat, situate in the Township of Tongaat Administrative District of Natal, in extent six thousand eight hundred and seventy (6 870) square metres.

Physical address: Hlawe Street, Tongaat.

Improvements: Vacant land.

Town-planning zoning: General 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 rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished by the Sheriff for the Magistrate's Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate of 24% (twenty four per cent) per annum from the date of sale to the date of transfer.

3. Payment of Value Added Tax which may be applicable in terms of Act 39 of 1991, shall be borne by the purchaser.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the acting Sheriff for the Magistrate's Court, Verulam, or at the Plaintiff's attorneys offices, Saras Singh and Associates, Office 4, 84 Wick Street, Verulam.

Dated at Verulam this 22nd day of March 1993.

Saras Singh & Associates, Plaintiff's/Creditors Attorneys, Office 4, 84 Wick Street, Verulam.

Case 7793/92

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

In the matter between **United Bank Ltd**, Reg. No. 86/04794/06, Plaintiff, and **Pakamisa Geoffrey Ngqabayi**, First Defendant, and **May Celestina Ngqabayi**, Second Defendant

In pursuance of a judgment granted on 27 November 1992, in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 30 April 1993 at 10:00, in front of the Magistrate's Court, Pinetown, to the highest bidder:

Description: A certain piece of land being: Lot 270, Gillitts Extension 1, situate in the Township of Gillitts and in the Pinetown Regional Water Services Area, Administrative District of Natal, now known as Lot 270, Gillitts Extension 1, situate in the Township of Gillitts and in the Port Natal, Ebhodwe Joint Services Board, Administrative District of Natal;

In extent: Three thousand four hundred and forty-one (3 441) square metres;

Postal address: 20 Weaver Road, Gillitts;

Improvements: a single storey brick under tile dwelling with attached outbuilding consisting of entrance hall, lounge, dining-room, study, kitchen, four bedrooms, bathroom/shower, toilet, two garages, shower and toilet;

Town planning: Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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, Pinetown, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 301-303 United Building, 33 Crompton Street, Pinetown, 3600. (Ref. CMK/hkb/001156/045/Mrs Sutton.)

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), Plaintiff, and **Magavishnu Ramasamy Pillay**, First Defendant, and **Thelkavathie Pillay**, Second Defendant

In pursuance of a judgment granted on 23 November 1992, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 April 1993 at 10:00, at the front entrance to the Magistrate's Court, Sometseu Road, Durban.

Description: Subdivision 1 of Atlas of L3 of the farm Duiker Fontein 785, which has been renumbered to read: Subdivision 68 (of 67) of Lot 22, Duiker Fontein, situate in the City of Durban, Administrative District of Natal, in extent seven hundred and forty-seven (747) square metres.

Postal address: 2 Celtic Road, Greenwood Park, Durban.

Improvements: Brick under tile dwelling comprising of double lock-up garage; lounge and dining-room; bedroom en-suite, toilet/shower; study room; three bedrooms; bedroom and wash basin/toilet; shower; toilet; prayer room and wash basin; small balcony; verandah; servants' quarters: shower/toilet; and a room.

Town planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for payment of interest at the rate of 19,75% (nineteen comma seven five per centum) per annum to the Execution Creditor of the respective amount of the award 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 of the Magistrate's Court, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/SN/05N225006.)

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

In the matter between **kwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Msawenkosi Mthethwa**, Defendant

In pursuance of a judgment granted on 2 February 1993, in the above Honourable Court, and a warrant of execution, issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 April 1993 at 09:00, at the front of the Magistrate's Court, Building, Mtunzini.

1. (a) *Deeds office description:* Ownership Unit J333 situate in the Township of Esikhawini District of Ongoye, in extent three hundred and thirty-eight (338) square metres.

(b) *Street address:* J333 Esikhawini Township.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. Property is on main sewerage and fully electrified.

(d) *Zoning/special privileges or exemptions:* No special privileges or exemptions. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Mtunzini, and at the office of the Sheriff of the Magistrate's Court, Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 12th day of March 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

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

In the matter between **Abdool Naem Ismail**, Plaintiff, and **Siven Veerasamy**, Defendant

In pursuance of a judgment granted on 26 October 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 30 April 1993 at 10:00, at the front of the Magistrate's Court, Moss Street, Verulam.

Description of property: Lot 619, Hillgrove, situate in the City of Durban, Administrative District of Natal, in extent 367 square metres.

Improvements: Block under tile dwelling comprising of three bedrooms, toilet with dining-room, lounge and kitchen, water and light facilities.

Postal address: 118 Limehill Crescent, Newlands West.

Zoning: Residential area.

Nothing in the above is guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The property shall be sold as it stands, i.e. voetstoots and subject to all the conditions of the title deed.
3. The purchaser shall be liable for payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.
5. 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, Verulam.

Brink Martin Dubois, Plaintiff's Attorneys, 15th Floor, Maritime House, Salmon Grove, Durban. (Ref. Mrs P. Naidoo/19/A/0013/92.)

Case 1373/93

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

In the matter between **Nedcor Bank Ltd**, formerly trading as Nedperm Bank Ltd, Plaintiff, and **Mario Joseph Short**, First Defendant, and **Margaret Myra Short**, Second Defendant

In pursuance of a judgment granted on 11 February 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 29 April 1993 at 10:00, at the front entrance of the Magistrate's Court, Somtseu Road, Durban.

Description of property: Remainder of Subdivision 86 of Lot 411, Wentworth, situate in the City of Durban, Administrative District of Natal, in extent one thousand two hundred and twelve (1 212) square metres, consisting of tile roof, five bedrooms, two toilets, bathroom, bath basin, shower and toilet, lounge and dining-room, kitchen, servants' quarters, two rooms, toilet and shower, wooden floors.

Postal address: 9 Elm Avenue, Wentworth.

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 18,75% (eighteen comma seven five per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.
3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 101 Lejaton Building, 40 St George's Street, Durban.

Dated at Durban on this 23rd day of March 1993.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/813.)

Case 533/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT KOKSTAD

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **J. W. van Wyk**, and **D. S. van Wyk**, Defendants

In pursuance of a judgment granted on 26 October 1992, 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 May 1993 at 10:00, in front of the Magistrate's Court, Kokstad, to the highest bidder:

Description: Erf 907, Kokstad, situate in the Borough of Kokstad, Administrative District of Mount Currie, in extent 1 886 square metres.

Postal address: Erf 907, 53 Coulter Street, Kokstad.

Improvements: Dwelling-house.

Town-planning: Zoning residential.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay 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 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, Main Street, Kokstad.

Case 42772/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Devaraj Govender**, First Defendant, and **Sushilla Govender**, Second Defendant

In pursuance of a judgment granted on 13 November 1992, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Friday, 30 April 1993 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 3480, Tongaat Extension 27, situate in the Township of Tongaat, Administrative District of Natal, in extent 614 square metres.

Postal address: 24 Saxon Street, Belvedere, Tongaat.

Improvements: Brick under tile dwelling comprising of three bedrooms, kitchen, lounge, dining-room, toilet, bathroom and double garage.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 2 Moutview 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 this 1st day of April 1993.

Mulla & Mulla, Execution Creditor's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 2685/91

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

In the matter between **Ladysmith Metal Industry**, Plaintiff, and **B. F. Chetty**, Defendant

In pursuance of a judgment granted on 2 October 1992, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 April 1993 at 10:00, at the front entrance of the Magistrate's Court, Justice Street, Chatsworth:

Description of property: Remainder of Lot 841, Umhlutuzana, situate in the City of Durban, Administrative District of Natal, in extent 862 square metres, consisting of brick under tile roof dwelling comprising of four bedrooms, ensuite, lounge, dining-room, kitchen, toilet and bathroom, double garage and pool.

Postal address: 95 Chatsworth Main Road, Chatsworth, 4092.

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 22,25% per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 12 Oak Avenue, Kharwastan.

Dated at Chatsworth this 1st day of April 1993.

Du Toit, Havemann & Krog, Plaintiff's Attorneys, c/o Arlini Singh and Associates, Suite 5, Joy'deen Centre, 18 Everest Street, Shallcross. (Ref. Miss Kanhai/NB/HH112.)

Case 2066/90

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

In the matter between **Prestige Furniture and Hardware Centre**, Plaintiff, and **Devadasen Maduray**, Defendant

In pursuance of a judgment granted on 27 August 1992, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 April 1993 at 10:00, at the front entrance of the Magistrate's Court, Justice Street, Chatsworth:

Description of property: Subdivision 3417 of 3198, of the farm Chat Seven 14780, situate in the City of Durban, Administrative District of Natal, in the extent of 251 square metres, consisting of a semi detached double storey block under asbestos roof dwelling comprising of two bedrooms, lounge, toilet and bathroom.

Postal address: 734 House 27, Unit 7, Chatsworth, 4092.

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 22,25% per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 12 Oak Avenue, Kharwastan.

Dated at Chatsworth this 1st day of April 1993.

Du Toit, Havemann & Krog, Plaintiff's Attorneys, c/o Arlini Singh and Associates, Suite 5, Joy'deen Centre, 18 Everest Street, Shallcross. (Ref. Miss Kanhai/NB/HH112.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 5233/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **South African Mutual Mortgage Investment Co. (Pty) Ltd**, Eiser, en **Mbuyiselo Humphris Dakuse**, Eerste Verweerder, and **Nobangoma Martha Dakuse**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Tulbachingang, Welkom, op Vrydag, 23 April 1993 om 11:00, van die ondervermelde eiendom van die Verweerder/s op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

1. Sekere Onderverdeling 27 van Erf 5830-uitbreiding 1, geleë in die voorstad Riebeeckstad, distrik Welkom, groot 623 (seshonderd drie-en-twintig) vierkante meter, en gehou kragtens Akte van Transport T9205/92 en onderworpe aan die voorwaardes daarin vervat.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis, motorhuis en afdak.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 17 Maart 1993.

N. H. Barnaschone, vir Claude Reid, Prokureur vir Eiser, Unitedbankgebou, Maitlandstraat, Posbus 277, Bloemfontein. (Verw. N. H. Barnaschone/jhb/W52741.)

Saak 4524/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **United Bank**, en **O. J. du Plessis**, Eerste Verweerder, en **L. du Plessis**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Landdrosstraat, Senekal, op Vrydag, 23 April 1993 om 09:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 670, geleë in die dorp en distrik Senekal, ook bekend as Van Rooyenstraat 2, Senekal, groot 1 735 (eenduisend sewehonderd vyf-en-dertig) vierkante meter, onderworpe aan sekere serwitude en voorwaardes, en gehou kragtens Transportakte T10976/1988, geregistreer op 7 Oktober 1988.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis bestaande uit ingangsportaal, sitkamer-/eetkamer, studeerkamer, kombuis, spens, drie slaapkamers, badkamer/toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 25 Maart 1993.

L. D. Y. Booyen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 277, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21445.)

Saak 16083/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **United Bank**, Eiser, en **Paul Campbell**, en **Nthakoana Elizabeth Campbell**, Verweerders

Ter uitvoering van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaaningang, op Vrydag, 23 April 1993 om 10:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 3331-uitbreiding 5, geleë in die dorp Ashbury, distrik Bloemfontein, bekend as Pansystraat 11, Heidedal, Bloemfontein, groot 292 (twee nege twee) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Akte van Transport T6251/88, geregistreer op 20 Junie 1988.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met sitkamer, kombuis, twee slaapkamers en badkamer/toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 25 Maart 1993.

L. D. Y. Booyen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 277, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/smck/W201.)

Saak 562/92

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **J. Kady**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Theunissen, en 'n lasbrief vir eksekusie, gedateer 16 Februarie 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 30 April 1993 om 10:00, voor die Landdroshof, Theunissen:

Erf 51, geleë te Piet Retiefstraat, Theunissen, gesoneer vir besigheidsdoeleindes, groot 698 vierkante meter, gehou kragtens Transportakte T12118/1980.

Verbeterings: 'n Besigheidsgebou bestaande uit twee winkels, toilette en stoorkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 19,75% (negentien komma sewe vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Theunissen, nagesien word.

Gedateer te Welkom op hierdie 19de dag van Maart 1993.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 20197/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou-Nasionale Bouvereniging Bpk.**, Eiser, en **Abraham Martin van Wyk**, Eerste Verweerder, en **Michelle Delene van Wyk**, Tweede Verweerderes

Ingevolge 'n uitspraak van die Landdroshof te Bloemfontein, en 'n lasbrief vir eksekusie, gedateer 18 Oktober 1991, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 7 Mei 1993 om 10:00, te die Landdroshof, Peetlaan-ingang, Bloemfontein, te wete sekere Erf 3150-uitbreiding 5, geleë in die dorp Ashbury, distrik Bloemfontein, en gehou kragtens Transportakte T2794/1988.

Neem verder kennis dat die verkoopvoorwaardes 14 dae voor datum van verkoop te die Balju van die Landdroshof, Bloemfontein-Oos, ter insae sal lê.

Geteken te Bloemfontein hierdie 24ste dag van Maart 1993.

C. J. H. de Vries, Prokureur vir Eiser, Penbelgebou 402, Elizabethstraat, Bloemfontein.

Saak 607/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Booitjie Petrus Leepile**, en **Maleshwane Maria Leepile**, Verweerders

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 17 Februarie 1993, sal die ondervermelde eiendom op 23 April 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Erf 15973, Mangaung, distrik Bloemfontein, groot 312 vierkante meter soos aangedui op Algemene Plan L64/88, gehou kragtens Transportakte TL1291/1991 onderworpe aan al die voorwaardes daarin uiteengesit, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, badkamer, kombuis, en sitkamer.

Die koper moet afslaersgelde, B.T.W. asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragting 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.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 606/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Thabiso Richard Bikane**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 17 Februarie 1993 sal die ondervermelde eiendom op 23 April 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 17821, Mangaung, distrik Bloemfontein, groot 240 vierkante meter soos aangedui op Algemene Plan L65/1988, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL5184/1990, en onderworpe aan die voorwaardes soos daarin uiteengesit, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, badkamer, kombuis en eetkamer.

Die koper moet afslaersgelde, B.T.W. asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragting 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.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.]

Saak 108/93

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Samuel Robert Mamba** en **Mary Mafani Mamba**, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 30 April 1993 om 10:00, per publieke veiling deur die Balju, Theunissen, verkoop word:

Erf 1492, Masilo, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Masilo, gehou kragtens Grondbrief TL12923/92, grootte 418 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 16de dag van Maart 1993.

F. B. Coetzer, vir Bezuidenhout Van Zyl Ing., Van Heerdenstraat 45, Theunissen. [Tel. (0175) 3-0091.]

Saak 115/93

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Millicent Marjorie Tlatsi** 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 30 April 1993 om 10:00, per publieke veiling deur die Balju, Theunissen, verkoop word:

Erf 1337, Masilo, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Masilo, gehou kragtens Grondbrief TL19646/92, grootte 325 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Randburg hierdie 16de dag van Maart 1993.

F. B. Coetzer, vir Bezuidenhout Van Zyl Ing., Van Heerdenstraat 45, Theunissen. [Tel. (0175) 3-0091.]

Saak 1831/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **Johannes Christoffel Albertus Schoeman**, Eerste Eksekusieskuldenaar, en **Eunice Gean Schoeman**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 2 Maart 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 30 April 1993 om 11:00, voor die Landdroskantoor, Welkom:

Erf 4014, geleë te Prosperostraat 10, Bedelia, Welkom, gesoneer vir woondoeleindes.

Groot: 1 004 vierkante meter, gehou kragtens Transportakte T2124/87.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer, huishulpkamer en motorhuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18% (agtien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank-of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 18de dag van Maart 1993.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.

Case 373/93

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

In the matter between **United Bank**, Plaintiff, and **Samuel Sefofane Khunyeli**, Defendant

In pursuance of a judgment in the court of the Magistrate of Welkom granted 5 March 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 30 April 1993 at 09:00, at Weeber Street, Magistrate's Court, Odendaalsrus:

Certain Erf 1905, situate in the town Odendaalsrus, District of Odendaalsrus, measuring 1 028 square metres, held by the Defendant by virtue of Deed of Transfer T8890/92, known as 2 Althea Street, Odendaalsrus.

Improvements: Residential property with lounge, kitchen, three bedrooms, bathroom with toilet, garage and toilet (nothing of which are guaranteed).

Terms:

1. The purchase price shall be paid as to 10% (ten per cent) thereof on the day of sale and the unpaid balance together with interest shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days.

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

3. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State) or any amendment thereof or substitution therefor.

Conditions of sale:

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff, 100 Constantia Street, Welkom.

The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this the 24th day of March 1993.

M. C. Louw, for Daly & Neumann Inc., c/o Smith & Vermaak, Attorney for Plaintiff, Erasmus Building, Church Street, Odendaalsrus, 9480. (Ref. M. C. Louw/wh/UN32.)

Saak 14087/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Saambou Bank**, Eksekusieskuldeiser, en **M. Notshaba**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 19 Februarie 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 7 Mei 1993 om 11:00, voor die Landdroskantoor, Tulbachstraat-ingang, Welkom:

Erf 19336, geleë in die dorpsgebied Thabong, distrik Welkom, groot 253 (tweehonderd drie-en-vyftig) vierkante meter.

Verbeterings: Bestaande uit sit/eetkamer, drie slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig aan die reëls daarkragtens uitgevaardig.

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

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 23ste dag van Maart 1993.

J. Fourie, vir Oosthuizen Mostert & Van Rooyen, Prokureurs vir Eksekusieskuldeiser, Heeren II-gebou, Heerenstraat 2, Posbus 4, Welkom, 9460.

OPENBARE VEILINGS, VERKOPE EN TENDERS PUBLIC AUCTIONS, SALES AND TENDERS

TRANSVAAL

J G W AFSLAERS

(CK 90/35316/23)

In opdrag van die kurator van insolvente boedel **J. J. Nel**, **Meestersverwysingsnommer T4486/92**, word die hierna genoemde onroerende eiendom per openbare veiling aangebied vir verkoping:

Plek van veiling: Scott Crescent 2, Stilfontein.

Datum van veiling: 21 April 1993.

Tyd: 10:00.

Onroerende eiendom: Erf 3652, geleë in die dorp Stilfontein, Registrasieafdeling IP, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, badkamer, kombuis, eet-/sitkamer, toesluitmotorhuis, klein tuin en swembad.

Afslaersnota: Baie oulike meenthuis in 'n goeie area.

Verkoopvoorwaardes: 20% van die koopprys betaalbaar onmiddellik op die veiling by bekragtiging van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank of bougenootskapwaarborg binne 30 (dertig) dae na die datum van veiling. Besitrente gereken te word op die balans van koopsom teen huidige bougenootskaprentekoerse op eerste verbande.

Vir enige navrae kontak: Warrick Heppell 018-462-2711.

Die volledige voorwaardes van verkoping is beskikbaar by J G W Afslaers, Andersonstraat 23, Klerksdorp. Tel. 018-462-2711. Slegs kontant of bankgewaarborgde tjek.

Roete na eiendom: Neem Stilfontein-Potchefstroompad. Na Orkneybrug kry afdraai na regs na New Machaviestatie, neem afdraai na links. Eerste afdraai na regs draai regs, ry plus minus 2 kilometer, plot aan regterkant van pad, kennisgewing borde sal aangebring wees langs die pad.

Afslaersnota: Plot heeltemal beveilig en beginners droom.

Verkoopvoorwaardes: 20% van die koopsom betaalbaar onmiddellik op die veiling by bekragtiging van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na die datum van veiling. Besitsrente gereken te word op die balans van koopsom teen huidige bougenootskaprentekoerse op eerste verbande.

Vir enige navrae kontak: Warrick Heppell 018-462-2711.

Die volledige voorwaardes van verkoping is beskikbaar by J G W Afslaers, Andersonstraat 23, Klerksdorp. Tel. 018-462-2711. Slegs kontant of bankgewaarborgde tjek.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, SCHWEIZER-RENEKE op 30 April 1993 om 10:00 voor die Landdroskantoor te SCHWEIZER-RENEKE die ondergemelde eiendom by publieke veiling verkoop:—

Resterende Gedeelte van die plaas DOORNPAN 262,

Registrasie Afdeling I.O., Transvaal,

GROOT: 342,6582 hektaar

Blykens Akte van Transport T33234/1971

in die naam van PHILIPPUS LODEWYK VENTER

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:

32 km noord van Schweizer-Reneke

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Voorafvervaardigde woonhuis, buitekamer, staalkonstruksiestoor, melkstal, waskamers, stoor en afdak. Veekerend omhein en verdeel in kampe. 6 Boorgate, tenk, 2 sementdamme en drinkbakke.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkooppooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitude en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom 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 eiendom word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendom mag wees.

VERWYSINGSNOMMER: ACAD 02499 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 29 Maart 1993.

LEO SENEKAL AFSLAERS

LIKWIDASIE VEILING VAN WOONHUIS

Behoorlik daartoe gelas deur die Likwidateurs in die boedel **Tzaneen Tiles BK, in likwidasie**, verkoop ons die volgende eiendom op Woensdag, 28 April 1993 om 10:00, op die perseel naamlik, Gillilandstraat 21, Tzaneen.

Die eiendom: Erf 2172, Uitbreiding 20, Tzaneen, groot 1 737m².

Vier slaapkamers, twee badkamers, TV-, eet-, en sitkamer, twee garages en swembad.

Leo Senekal Afslaers (0152) 307-4499 k/u 307-4599 n/u.

LEO SENEKAL AUCTIONEERS**LIQUIDATION AUCTION OF STOCK, OFFICE FURNITURE & EQUIPMENT**

Duly instructed by the Liquidator in the Estate Tzaneen Tiles CC, in liquidation, we will sell the following stock, furniture and equipment, on Saturday, 24 April 1993 at 10:00, at the premises, namely Costa Centre, Tzaneen.

Stock: Large quantities of the following—all new stock:

Baths, basins, toilet sets, toilet seats, galvanize pipe and fittings. Copper pipe and fittings. Wall tiles, floor tiles, taps, mixers, PVC piping, tile glue, grout. Full list available at auctioneers. Too many items to specify.

Furniture: Counters, shelves, desks, chairs, cabinets, photostat copier.

Conditions: Only cash or bank-guaranteed cheque on the day of auction.

Leo Senekal Auctioneers (0152) 307-4499 o/h 307-4599 a/h.

INTERNATIONAL AUCTIONEERS

J. B. Printing Company (Pty) Ltd, in Provincial Liquidation, Masters Reference Number T744/93. Printing machine, collator, printing press, guillotine, continuous printer, duplikor, repromaster, tons of paper, office furniture, computers, fax machines, etc. At 4 McIntyre Street Jeppe, Johannesburg on 15 April 1993 at 10:00.

International Auctioneers. Tel. (011) 618-3460.

UNRESERVED AUCTION**SPECIALISED ENERGY TECHNOLOGIES, in liquidation**

Master of the Supreme Court Reference T3800/92

To be auctioned

At: 128 13th Avenue, Ravenswood, Boksburg North.

On: Monday, 5 April 1993 at 10:30.

Duly instructed thereto by the liquidator we will sell the assets of the above bankrupt company.

The above is subject to change without prior notice.

View: Saturday, 9:00 to 12:00 or morning of the auction.

Terms: Deposit of R1 000 (one thousand rand) (cash or bank-guaranteed cheque) is required on registration. The balance (cash or bank-guaranteed cheque) on the day of the sale. All bids are exclusive of VAT. All cheques must be cleared before goods will be released.

For further listings, details of Quarry Agreement, samples, conditions of sale and terms of payment, please contact the auctioneers:

Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2028. Tel (011) 402-5775. Fax: 402-6766.

UNRESERVED AUCTION**DEALE AND HUTH (PTY) LTD, in liquidation**

Master of the Supreme Court Reference T4406/92

To be auctioned

At: 31 Height Street, Doornfontein.

On: Wednesday, 7 April 1993 at 10:30.

Duly instructed thereto by the liquidator we will sell stock of bicycles and spares.

The above is subject to change without prior notice.

View: Day prior to the auction.

Terms: Deposit of R1 000 (one thousand rand) (cash or bank-guaranteed cheque) is required on registration. The balance (cash or bank-guaranteed cheque) on the day of the sale. All bids are exclusive of VAT. All cheques must be cleared before goods will be released.

For further listings, details of Quarry Agreement, samples, conditions of sale and terms of payment please contact the auctioneers:

Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2028. Tel (011) 402-5775. Fax: 402-6766.

UNRESERVED AUCTION**EAST RAND POWER TRANSMISSION, in liquidation**

Master of the Supreme Court Reference T317/93

To be auctioned

At: 128 13th Avenue, Ravenswood, Boksburg North.

On: Monday, 5 April 1993 at 10:30.

Duly instructed thereto by the liquidator we will sell the assets of the above bankrupt company.

The above is subject to change without prior notice.

View: Saturday, 9:00 to 12:00 or morning of the auction.

Terms: Deposit of R1 000 (one thousand rand) (cash or bank-guaranteed cheque) is required on registration. The balance (cash or bank-guaranteed cheque) on the day of the sale. All bids are exclusive of VAT. All cheques must be cleared before goods will be released.

For further listings, details of Quarry Agreement, samples, conditions of sale and terms of payment please contact the auctioneers:

Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2028. Tel (011) 402-5775. Fax: 402-6766.

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

Deceased and insolvent estates sale of motor vehicles, including 1986 Honda Ballade 130, 1983 Nissan Skyline GL, 1985 Nissan 1800 LWB L.D.V., office furniture and equipment, shareblock unit at Umhlanga Cabanas, egg-sorter, Ford Husky, etc. etc.

Duly instructed thereto as set out hereunder, we will sell, entirely without reserve, at out auction rooms, 181 Louis Trichard Street, Mayville, Petoria, on Wednesday, 14 April 1993 at 10:00, the undermentioned:

1. Estates Late J. Clark, B. S. Hermann and S. L. White:

1986 Honda Ballade 130, 1983 Nissan Skyline GL, 3-piece oak-veneer wall unit.

2. President Insurance Co. Ltd (in liquidation) (T4566/92), insolvent estates F. Seymore (T4963/92), R. M. van der Merwe (T. 3410/91) and others:

A selection of office furniture and equipment, including desks, chairs, reception furniture, credenzas, cabinets, Ricoh FX530 Nashuafax, Nashuafax 10, Wang computer, Fujitsu printer, IBM typewriter, ITT Austia switchboard, Franking machine, calculators, etc. Ford Husky with canopy, Moba 7-grades Type 68 egg-sorter, B & O hi-fi system with 2 speakers, selection of greetings cards, posters, chipboard shelving, Pilot TV set, Royal 440 manual typewriter, pine dressing table, lamps, hottray, auto kettle, G.E. 650 washing machine, Olivetti portable typewriter, 1985 Nisaan 1800 LWB L.D.V., etc. etc.

3. Insolvent estate J. P. van Wyk (T2729/90):

Week 48 (24 November—1 December), of Unit 02, Umhlanga Cabanas, Lagoon Drive, Umhlanga Rocks. This ground floor garden unit consists of two bedrooms, two bathrooms, fully-equipped kitchen, colour TV with M-Net, airconditioning, etc. Braai area in garden, jacuzzi, sauna, pool, gym and laundromat. Levy R380 per week per annum.

Terms: Strictly bank-guaranteed cheques or cash.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. 335-2931/2.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE, F. V. DA SILVA ROCHA

Master's Reference Number: T4584/92

Duly instructed by the Trustee of the above-mentioned insolvent estate, we will sell by public auction, on site at 19 Centaurus Street, Bloubosrand Extension 2, District of Randburg, Transvaal, on Thursday, 15 April 1993 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer:

Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: A. J. & G. C. ESTERHUIZEN

Master's Reference Number: T4572/92

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 24 Springs Road, Strubenvale, District of Springs, Transvaal, on Friday, 16 April 1993 at 10:30, a four-bedroomed home.

For further particulars and viewing contact the auctioneer:

Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

LIKIDITER AFSLAERS BK

(Reg. No. 88/05012/23)

In opdrag van die Kurator in die insolvente boedel **M. P. S. du Toit, Meestersverwysingsnommer T4426/92**, sal ons die ondervermelde eiendom per publieke veiling verkoop, onderhewig aan bekragtiging op Woensdag, 28 April 1993 om 12:00.

Erf 6632, Secunda, ook bekend as Matroosbergstraat 14, Secunda.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod en die balans by wyse van geskikte waarborge binne 30 dae na bekragtiging, wat sal plaasvind onmiddellik na die veiling.

Likiditer Afslaers BK, Johannastraat 6, Florentia, Alberton. Tel. (011) 907-8887.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: J H DE BEER**

Master's Reference Number: T5362/92

Duly instructed by the Trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 46 Ouklip Road, Roodekrans Extension 3, District of Roodepoort, Transvaal, on Wednesday, 14 April 1993 at 10:30, a three-bedroomed home.

For further particulars and viewing contact the auctioneer:

Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

LIKIDITER AFSLAERS BK

(Reg. No. 88/05012/23)

In opdrag van die Kurator in die insolvente boedel **R. Myburgh, Meestersverwysings No. T87/93**, sal ons die ondervermelde eiendom per publieke veiling verkoop, onderhewig aan bekragtiging op Dinsdag, 27 April 1993 om 10:00.

Erf 981, Kempton Park, ook bekend as Steenloperlaan 10, Birchacres, Kempton Park.

Verkoopvoorwaardes: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod en die balans by wyse van geskikte waarborge binne 30 dae na bekragtiging, wat sal plaasvind onmiddellik na die veiling.

Likiditer Afslaers BK, Johannastraat 6, Florentia, Alberton. Tel. (011) 907-8887.

VAN'S AFSLAERS**VEILING VAN WONING IN RAMSGATE**

In opdrag van die Kurator van die insolvente boedel **K. D. Buys, Meestersverwysing T5275/92**, verkoop ons ondervermelde eiendom per openbare veiling, sonder reserwe maar onderhewig aan bekragtiging op Dinsdag, 13 April 1993 om 11:00, te Rayweg 85, Ramsgate, Natal.

Beskrywing: Restant van Erf 85, ook bekend as Rayweg 85, Ramsgate, Natal, groot 1 020 m².

Verbeterings: Teëldak woonhuis bestaande uit vier slaap-, sit-, eet-, gesinskamer en een en 'n half badkamer, kombuis, portaal en toesluit motorhuis.

Betaling: 10% (tien persent) van die koopprys as deposito plus afslaerskommissie en BTW onmiddellik in kontant of gewaarborgde tjek. Balans verseker te word met waarborge binne 30 dae na bekragtiging.

Inligting: Skakel Van's Afslaers by (012) 335-2974.

**ORANGE FREE STATE
ORANJE-VRYSTAAT****PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HOOPSTAD op 30 April 1993 om 10:00 voor die Landdroskantoor te HOOPSTAD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas MORESTER 1439, distrik Hoopstad.

GROOT: 411,5278 hektaar

Eiendom (1) gehou Blykens Sertifikaat van Verenigde Titel T5856/1988

(2) Die plaas WELVERDIEND 1438, distrik Hoopstad.

GROOT: 443,7892 hektaar

Eiendom (2) gehou Blykens Sertifikaat van Verenigde Titel T5855/1988

in die naam van GIDEON PIETER VAN ZYL

Die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur die voornemende kopers.

Ligging van hierdie eiendomme:

13 km noordwes van Hoopstad

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:

Eiendom (1)

2 Woonhuise, staalstoor, melkstal, stoorkamers en 2 pakkamers.

Eiendomme (1) en (2)

Veekerend omhein en verdeel in kampe.

Watervoorraad

Eiendom (1)

2 Boorgate, opgaartenk en sinkdam.

Eiendom (2)

2 Boorgate.

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 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, 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: BCAE 02585 01G 02G 04G 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 29 Maart 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, KROONSTAD op 30 April 1993 om 10:00 voor die Landdroskantoor te KROONSTAD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas HOOFDRECHTER KOTZE 1000, distrik Kroonstad

GROOT 39,9888 hektaar

(2) Die plaas MAASDORP 725, distrik Kroonstad

GROOT 42,8266 hektaar

(3) Die plaas TWEEDOORNS 993, distrik Kroonstad

GROOT 369,6316 hektaar

(4) Die plaas AFDEELING 995, distrik Kroonstad

GROOT 138,6119 hektaar

Eiendomme (1) tot (4) blykens Akte van Transport T1621/1963

in die naam van DEBORA JOHANNA VENTER

Die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:

17 km suid van Kroonstad

Geboue en verbeteringe wat beweer word om op die eiendomme te bestaan is:

Eiendom (4)

Woonhuis, motorafdak, motorhuis, rondawel, motorhuis en buitekamer. Staalkonstruksiestoor, melkstal, pakkamer en trekkerstoor.

Watervoorraad**Eiendom (1) tot (4)**

9 Boorgate, 3 staalopgaartenks, 3 sementdamme en 5 gronddamme.

Omheining**Eiendom (1) tot (4)**

Veekerend omhein en verdeel in kampe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BCAG 03806 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 29 Maart 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Bloemfontein-Oos op 30 April 1993 om 10:00 voor die Fonteinstraatingang van die Hooggeregshof, Bloemfontein die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van die plaas BRAKFORTEIN 1358, distrik Bloemfontein

GROOT: 55,6746 hektaar

Eiendom (1) Blykens Akte van Transport T3612/1970

(2) Die plaas THUISHOEK 2320, distrik Bloemfontein

GROOT: 171,3064 hektaar

Eiendom (2) Blykens Akte van Transport T3418/1966

(3) Die plaas BEGINSEL 170, distrik Bloemfontein

GROOT: 171,3064 hektaar

Eiendom (3) Blykens Akte van Transport T3612/1970

(4) Die plaas VOOR MIJNE OOGEN 749, distrik Bloemfontein

GROOT: 256,9596 hektaar

Eiendom (4) Blykens Akte van Transport T431/1985

in die naam van GERT JACOBUS PRETORIUS

Die titelakte(s) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:

42 km oos van Bloemfontein.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:

Eiendom (1) Skoolgebou. Veekerend omhein en verdeel in kampe. Grondnam.

Eiendom (2) Ou woonhuis, melkstal, skuur, 3 buitekamers, 4 arbeidershuise, motorhuis en sinkskuur. Veekerend omhein en verdeel in kampe. 5 Boorgate, 2 gronddamme en spruit met keerwal.

Eiendom (3) Woonhuis, buitekamer, rondawel, arbeidershuis en 2 perdestalle. Veekerend omhein en verdeel in kampe. Grondnam en sinkdam.

Eiendom (4) Woonhuis, afdak, 2 stoorkamers, ou melkstal en 3 arbeidershuise. Veekerend omhein en verdeel in kampe. 4 Boorgate, sementdam en sinkdam.

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-vyfde van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (10% 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 10% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkoms, bewoningsregte, koop-ooreenkoms en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAB 03985 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 30 Maart 1993.

PHYTOPHYLACTICA

This publication deals with plant pathology, mycology, microbiology, entomology, nematology, and other zoological plant pests. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R12,50 (VAT included) per copy or R50 per annum, post free (Other countries R15 per copy or R60 per annum).

PHYTOPHYLACTICA

Hierdie publikasie bevat artikels oor plantpatologie, mikologie, mikrobiologie, entomologie, nematologie en ander dierkundige plantplae. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

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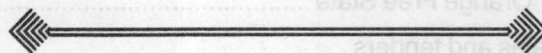
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Please acquaint yourself thoroughly with the
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