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OF
SOUTH AFRICA



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Government Gazette Staatskoerant

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JULIE 1993

No. 14952

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 JUNE 1993)

LIST OF FIXED TARIFF RATES

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

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

(INWERKINGTREDING: 1 JUNIE 1993)

LYS VAN VASTE TARIEWE

Gestandaardiseerde kennisgewings

	Tarief per plasing R
BESIGHEIDSKENNISGEWINGS	26,80
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187.....	11,20
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9.....	22,50
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, 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").....	6,60
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL.....	13,50

Nie-gestandaardiseerde kennisgewings

DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand.....	38,10
(Sluitingsdatum vir indiening is twee weke voor publiseringsdatum.)	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope.....	102,80
Openbare veilings, verkope en tenders:	
Tot 75 woorde.....	31,30
76 tot 250 woorde.....	80,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	129,70
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	40,30
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede- registers en/of verklaring van dividende.....	51,40
Verklaring van dividende met profytstate, notas ingesluit.....	118,40
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies.....	178,80
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies.....	67,10
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking.....	178,80
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevels <i>nisi</i>	178,80
Verlenging van keurdatum.....	22,50
Tersydestelling en afwysings van aansoeke (J 158).....	22,50

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

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.

SLUITINGSTYIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

BETALING VAN KOSTE

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

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 uncancelled revenue stamps.

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie.

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

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

IMPORTANT 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

Saak 6639/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Allied Bouvereniging**, Eiser, en **Petrus Gideon Visagie**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 8 Augustus 1991, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 30 Julie 1993 om 15:00, te die Baljukantore, Vierdestraat 66, Springs, geregteelik verkoop sal word, naamlik:

Erf 1743, Springs-uitbreiding, Registrasieafdeling IR, Transvaal, groot 1 128 vierkante meters, ook bekend as Erneststraat 44, Springs-uitbreiding.

Beskrywing van eiendom: Baksteengebou onder sinkdak met drie slaapkamers, sitkamer, eetkamer, kombuis, motorhuis, bediendekamer, toilet, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Vierdestraat 66, Springs, ter insae lê en behels onder andere die volgende:

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 19,75% (negentien komma sewe vyf persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, Allied Bank, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Springs op 8 Junie 1993.

Ivan Davies Theunissen, Prokureur vir Eksekusieskuldeiser, IDT-gebou, Vierde Straat 64, Springs; Posbus 16, Springs, 1560. (Tel. 812-1050/9.) (Verw. mnr. Cooper/CB/B27290.)

Saak 6884/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **Allied Bank**, Eiser, en **Johannes Christoffel Nel**, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 15 September 1992, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 30 Julie 1993 om 15:00, te die Baljukantore, Vierdestraat 66, Springs, geregteelik verkoop sal word, naamlik:

Erf 13, Casseldale-dorpsgebied-uitbreiding Springs, Registrasieafdeling IR, Transvaal, groot 1 115 vierkante meters, ook bekend as Ermeloweg 12, Casseldale, Springs.

Beskrywing van eiendom: Baksteengebou onder sinkdak met sitkamer, eetkamer, badkamer, spens, kombuis, drie slaapkamers, buitekamer en motorhuis, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Vierdestraat 66, Springs, ter insae lê en behels onder andere die volgende:

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 18% (agtien persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, Allied Bank, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Springs op 11 Junie 1993.

Ivan Davies Theunissen, Prokureur vir Eksekusieskuldeiser, IDT-gebou, Vierde Straat 64, Springs; Posbus 16, Springs, 1560. (Tel. 812-1050/9.) (Verw. mnr. Cooper/CB/B11992.)

Case 222/93

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

In the matter between **Caltex Oil S.A. (Pty) Ltd**, Plaintiff, and **Christopher Andrew Peter Rensleigh**, trading as Langlaagte Auction Mart, Defendant

Pursuant to a judgment against the above Defendant of the above Honourable Court in the above-mentioned matter dated 20 March 1993, and an attachment of execution, the following property of the Defendant will be sold in execution on Friday, 6 August 1993 at 10:00, at the Salerooms of the Sheriff, 182 Progress Road, Technikon, District of Roodepoort, to the highest bidder subject to the conditions which will be read by the auctioneer at the sale:

Erf 1728, Florida Extension 3, Registration Division IQ, Transvaal, measuring 2 201 square metres and held under Deed of Transfer T15366/1984. The property is also known as 16 West Avenue, Florida Extension 3.

The following improvements are situate on the property although in this respect nothing is guaranteed: A dwelling consisting of a lounge, family-room, dining-room, study, one and a half bathroom, four bedrooms, passage, kitchen, pantry, sun room, scullery/laundry, servant's quarters, store-room, double garage and swimming-pool.

Terms: Ten per centum (10%) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at 18,5% (eighteen comma five per centum) per anum to be payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within thirty (30) days from the date of the sale. Auctioneer's charges calculated at 5% (five per centum) (minimum R50), on the proceeds of the sale up to a price of R20 000 and thereafter at 3% (three per centum) to a maximum fee of R6 000.

The full conditions of sale are lying for inspection at the offices of the Sheriff of the Supreme Court, 182 Progress Road, Technicon, Roodepoort.

Dated at Pretoria on this the 14th day of June 1993.

Macintosh Cross & Farquharson, Attorneys for Plaintiff, 210 Permanent Buildings, 246 Paul Kruger Street, Pretoria. (Ref. Mr Coetzee/EV/D185/92.)

Saak 2875/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Wessel Nicolaas van Rooyen Pieters**, Eerste Verweerder, en **Susanna Gertruida Pieters**, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 7 April 1993, sal die ondervermelde eiendom op Vrydag, 30 Julie 1993 om 10:00, te Balju van die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Erf 295, in die dorp Meiringspark, Registrasieafdeling IP, Transvaal, groot 1 527 vierkante meter, ook bekend as Wesselsstraat 17, Meiringspark, Klerksdorp, onderhewig aan die volgende voorwaardes:

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

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

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

Buitegeboue: Motorhuis.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 14de dag van Junie 1993.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, S. A. Permanentegebou, Boomstraat 27, Posbus 22, Klerksdorp, 2570.

Case 465/92

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

In the matter between **NBS Bank Ltd**, No. 87/01384/06, Plaintiff, and **M. A. Nkuna**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 2 April 1992, and subsequent warrant of execution the following property will be sold in execution on 30 July 1993 at 09:00, at the offices of the Magistrate, Nigel, namely:

Erf 8134, Duduza.

Kindly further take notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Nigel, and contain inter alia the following provisions:

1. Ten per centum (10%) of the price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this the 15th day of June 1993.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mrs Ras/N617.)

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mphatha Petros Moloi**, First Defendant, and **Sarah Zodwa Moloi**, Second Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 17502, Vosloorus Extension 25, Registration Division IR, Transvaal, situate at 17502 Vosloorus Extension 25, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 10th day of June 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00821.)

Saak 8245/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Dorpsraad van Hartbeesfontein**, Eiser, en **F. B. van Heerden**, Verweerder

Ingevolge uitspraak van die Landdros, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 8 Januarie 1993, sal die ondervermelde eiendom op Vrydag, 30 Julie 1993 om 10:00, te die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 501, geleë in die dorp Hartbeesfontein, Registrasieafdeling IP, Transvaal, groot 1 650 (eenduisend seshonderd en vyftig) vierkante meter, beter bekend as Gembokstraat 4, Hartbeesfontein, onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddelik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 18,5% (agtien komma vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes van verkoop:*

Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

Gedateer te Klerksdorp hierdie 9de dag van Junie 1993.

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

Saak 10489/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Dorpsraad van Hartbeesfontein**, Eiser, en **H. P. Liebenberg**, Verweerder

Ingevolge uitspraak van die Landdros, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 1 Februarie 1993, sal die ondervermelde eiendom op Vrydag, 30 Julie 1993 om 10:00, te die Balju vir die Landdroshofkantore, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 440, geleë in die dorp Hartbeesfontein, Registrasieafdeling IP, Transvaal, groot 1 729 (eenduisend sewehonderd nege-en-twintig) vierkante meter, beter bekend as Tiganiestraat 5, Hartbeesfontein, onderhewig aan die volgende voorwaardes:

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

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 18,5% (agtien komma vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes van verkoop:*

Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

Gedateer te Klerksdorp hierdie 9de dag van Junie 1993.

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

Case 829/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Desmond Rosenberg**, First Defendant, and **Majorie Rosenberg**, Second Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 508, Reigerpark Extension 1, Registration Division IR, Transvaal, situated at 508 Aster Street, Reigerpark, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 10th day of June 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H272.)

Case 2311/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mahlakushane Johannes Sekete**, First Defendant, and **Lucky Mmabathuthu Hlungwane**, Second Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 20586, Vosloorus Extension 30, Registration Division IR, Transvaal, situate at 20586 Vosloorus Extension 30, Boksburg.

Improvements: Vacant stand.

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

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

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

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

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

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

Dated at Boksburg on this the 9th day of June 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00771.)

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd), Plaintiff, and **Sollomon Mfanakatiwa Nkosi**, First Defendant, and **Thoko Elizabeth Nkosi**, Second Defendant

In pursuance of judgment in the above Honourable Court and a warrant of execution, the following immovable property will be sold in execution on 30 July 1993 at 12:00, at the office of the Magistrate Kabokweni, to the highest bidder:

Erf 434, situated in the Township of Kanyamazane, measuring 325 (three two five) square metres.

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

Conditions of sale:

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

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

Dated at Nelspruit this 4th day of June 1993.

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

Case 10507/93

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Ditaba George Qhekoana**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 22B Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, on Wednesday, 28 July 1993, 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: All the right, title and interest in the 99 year right of leasehold in respect of Stand 13933, Kagiso Extension 10 Township, Registration Division IQ, Transvaal.

Area: 143 (one hundred and forty-three) square metres.

Situation: Stand 13933, Kagiso Extension 10 Township.

Improvements (not guaranteed): A house under tiled roof consisting of two bedrooms, bathroom and kitchen with lounge.

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

Dated at Johannesburg on 11 June 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535) (Ref. Foreclosures F32:CA93.)

Saak 10490/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Dorpsraad van Hartbeesfontein**, Eiser, en **A. Jooste**, Verweerder

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie teen goed met datum 3 Desember 1992, sal die ondervermelde eiendom op Vrydag, 30 Julie 1993 om 10:00, te die Baljukantore, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Gedeelte 274, Plaas Harbeesfontein, Registrasieafdeling IP, Transvaal, groot 1 085 (eenduisend vyf-en-tagtig) vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 18,5% (agtien komma vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Voorwaardes van verkoop:

Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

Gedateer te Klerksdorp hierdie 8ste dag van Junie 1993.

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

Saak 8237/92**IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP**

In die saak tussen **Dorpsraad van Hartbeesfontein**, Eiser, en **J. H. M. Grobler**, Verweerder

Ingevolge uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 9 Maart 1993, sal die ondervermelde eiendom op Vrydag, 30 Julie 1993 om 10:00, te die Balju vir die Landdroshofkantore, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 574, geleë in die dorp Hartbeesfontein-uitbreiding 14, Registrasieafdeling IP, Transvaal, groot 2 291 (tweeëuisend tweehonderd een-en-negentig) vierkante meter.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 18,5% (agtien komma vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Voorwaardes van verkoop:

Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

Gedateer te Klerksdorp hierdie 8ste dag van Junie 1993.

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

Saak 8241/92**IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP**

In die saak tussen **Dorpsraad van Hartbeesfontein**, Eiser, en **H. J. Jansen**, Verweerder

Ingevolge uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 28 Januarie 1993, sal die ondervermelde eiendom op Vrydag, 30 Julie 1993 om 10:00, te die Balju vir die Landdroshofkantore, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 429, geleë in die dorp Hartbeesfontein, Registrasieafdeling IP, Transvaal, groot 1 768 (eenduisend sewehonderd agt-en-sestig) vierkante meter, beter bekend as Kwaggastraat 14, Hartbeesfontein.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 18,5% (agtien komma vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Voorwaardes van verkoop:

Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

Gedateer te Klerksdorp hierdie 9de dag van Junie 1993.

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

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Helemute Joffat Msane**, First Defendant, and **Ntamkayise Agnes Msane**, Second Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1699, Vosloorus, Registration Division IR, Transvaal, situated at 1699 Makgalemela Street, Vosloorus, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 8th day of June 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/HS4108.)

Saak 176/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Saambou Bank Bpk.**, Eksekusieskuldeiser, en **Michael Molathegi Mosweu**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 30 Julie 1993 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 212, Lethlabile, groot 390 vierkante meter.

Verbeterings: Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers, maar kan nie gewaarborg word nie.

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

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 3de dag van Junie 1993.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:S559.)

Saak 174/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Saambou Bank Bpk.**, Eksekusieskuldeiser, en **Alfred Khoza**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 30 Julie 1993 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 302, Lethlabile, groot 300 vierkante meter.

Verbeterings: Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en twee slaapkamers maar kan nie gewaarborg word nie.

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

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 3de dag van Junie 1993.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (Verw. mev. Botha:S560.)

Case 9916/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Samuel Thuli**, First Defendant, and **Mickey Joy Thuli**, Second Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 128, Vosloorus Extension 4, Registration Division IR, Transvaal, situated at 128 Vosloorus Extension 4, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 8th day of June 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H633.)

Case 495/93

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

In the matter between **NBS Bank Ltd**, No. 87/01384/06, Plaintiff, and **Daniel Gilbert**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 3 May 1993 and subsequent warrant of execution, the following property will be sold in execution on 30 July 1993 at 09:00, at the offices of the Magistrate, Nigel, namely:

Erf 53, Alrapark, Nigel.

Kindly further take notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Nigel, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price on date of sale.

2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.

3. Possession subject to any lease agreement.

4. Reserve price to be read out at sale.

Dated at Nigel on the 7th day of June 1993.

L. Etsebeth, for Lockett & Etsebeth, Attorneys for Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mrs Ras/N799.)

Saak 4244/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOUD TE BRITS

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

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

Geliewe verder kennis te neem dat die eiendom op 30 Julie 1993 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 2881, Brits, groot 1 263 vierkante meter, bekend as Gembokstraat 19, Brits.

Verbeterings: 'n Baksteenwoning bestaande uit drie slaapkamers, badkamer, eetkamer, sitkamer, kombuis en motorafdek, maar kan nie gewaarborg word nie.

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

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 3de dag van Junie 1993.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Brits. (Verw. RVO:M. Botha:ST643.)

Saak 227/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Die Stadsraad van Brits**, Eksekusieskuldeiser, en **A. K. Holder**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 30 Julie 1993 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere: Erf 1885, Brits.

Groot: 1 889 vierkante meter.

Bekend as: Gert Scheepersstraat 1, Brits.

Verbeterings: 'n Rondawelhuis bestaande uit drie slaapkamers, badkamer, eetkamer, sitkamer, kombuis en motorafdak, maar kan nie gewaarborg word nie.

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

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 3de dag van Junie 1993.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Brits. (Verw. RVO:M. Botha:ST653.)

Saak 9147/92

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

In die saak tussen **NBS Bank Bpk.**, Eksekusieskuldeiser, en **Obed Masopha Thebane**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 14 Augustus 1992, sal die hiernagenoemde eiendom op Donderdag, 29 Julie 1993 om 10:00, by die Balju se kantore te Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park.

Erf 949, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 325 vierkante meter, ook bekend as 949 Second Place, Maokeng-uitbreiding 1, Tembisa, Kempton Park.

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

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

Terme: 10% (tien persent) van die koopsom is onmiddellik na die veiling in kontant betaalbaar aan die afslaer en die balans, plus rente teen 20% (twintig persent) per jaar bereken vanaf 1 Julie 1992, sal betaalbaar wees op registrasie van transport en die balans uitstaande moet gewaarborg word deur 'n bank of bouvereniging aan die Balju binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Kempton Park op hierdie 3de dag van Junie 1993.

M. M. Cowley, vir Jacobs, Burger & Moodie, Myrtlehof 303, Wesstraat 23, Posbus 75, Kempton Park. (Tel. 970-1216) (Verw. M. M. Cowley/DE/LN1009.)

Case 30822/92
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 **Abraham Johannes Meyer**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain: Erf 636, situated in the Township of Roodepoort North, Registration Division IQ, Transvaal, being 1 Second Avenue, Roodepoort North.

Measuring: 495 (four hundred and ninety-five) square metres.

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

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

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

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

Dated at Johannesburg on the 4th day of June 1993.

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

Case 23792/92
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 **Absolom Mpitso**, First Execution Debtor, and **Rebecca Mpolai Mpitso**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 10583, situated in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, being 10583, Dobsonville Extension 2, Roodepoort.

Measuring: 319 (three hundred and nineteen) 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on the 4th day of June 1993.

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

Case 8439/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **The Trustees for the time being of the Payne Tshabalala Family Trust, No. 1495/91**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain: Erf 319, situated in the Township of Florida Park, Registration Division IQ, Transvaal, being 19 Orchid Street, Florida Park, Roodepoort.

Measuring: 2 053 (two thousand and fifty-three) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, five bedrooms, two bathrooms with outbuildings with similar construction comprising of three garages, servant's room, bathroom 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on the 4th day of June 1993.

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

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Emidio Joaquim Ramos Placido**, First Execution Debtor, and **Elmarie Placido**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain: Erf 1272, situated in the Township of Witpoortjie Extension 1, Registration Division IQ, Transvaal, being 1 Kirstenbos Street, Witpoortjie Extension 1, Roodepoort.

Measuring: 1 043 (one thousand and forty-three) square metres.

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

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

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

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

Dated at Johannesburg on the 4th day of June 1993.

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

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Terence Shaun Megannon**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain: Erf 981, situated in the Township of Florida, Registration Division IQ, Transvaal, being 53 Maud Street, Florida, Roodepoort.

Measuring: 942 (nine hundred and forty-two) square metres.

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

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

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

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

Dated at Johannesburg on the 4th day of June 1993.

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

Case 9493/93

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Daniel Francois Sevenster**,
Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale (short description of property, situation and street number):

Certain: Erf 263, situated in the Township of Florida Glen Extension 1, Registration Division IQ, Transvaal, being 33 Sneeu Street, Florida Glen Extension 1, Roodepoort. *Measuring:* 991 (nine hundred and ninety-one) square metres.

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

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 4 June 1993.

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

Case 8718/93

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Zakhele Elijah Nyembe**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale (short description of property, situation and street number):

Certain: All right, title and interest in and to the leasehold in respect of Site 11250 situated in the Township of Dobsonville Extension 2, Registration Division IQ, Transvaal, being 11250 Dobsonville Extension 2, Roodepoort. *Measuring:* 255 (two hundred and fifty-five) square metres.

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

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of 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 4 June 1993.

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

Case 25050/92

PH343

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Macsteel (Pty) Ltd**, Plaintiff/Applicant, and **Wessel Andries Swanepoel**, Defendant/Respondent

In execution of judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the time of the sale, and which conditions may be inspected at the offices of the Sheriff, Johannesburg, prior to the sale:

Erf 1451, Northcliff Extension 6, Registration Division IR, Transvaal, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held under Deed of Transfer T26305/76.

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

A dwelling-house with the usual outbuildings.

Terms: Ten per cent of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society, or other acceptable guarantee, to be furnished within 30 days from the date of sale.

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

5% on the proceeds of the sale up to a price of R20 000 and thereafter 3% up to a maximum fee of R6 000 minimum charges R100.

Dated at Johannesburg this 6th day of May 1993.

Roy Stoler, Plaintiff's Attorney, Siemert Chambers, 126 Siemert Road, New Doornfontein; P.O. Box 5211, Johannesburg, 2000. (Tel. 402-4980.) (Ref. Mr Stoler/SDO/081.)

Case 4878/93

PH 342

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom**, Plaintiff, and **Mishack Henry Shongwe**, Defendant

1. The undermentioned property will be sold on 28 July 1993 at 10:00, at the Sheriff's Office, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, in execution of a judgment obtained in the above matter on 30 March 1993:

The Defendant's right, title and interest in and to the leasehold of Erf 118, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 260 (two hundred and sixty) square metres, held under Certificate of Registered Grant of Leasehold TL3694/89 and situate at 118 Tokoza Extension 2, Alberton, Transvaal (the property).

2. The improvements to the property consists of the following although nothing is guaranteed: Lounge/dining-room, kitchen, three bedrooms, bathroom and garage.

3. **Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per centum) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per centum) up to a maximum charge of R6 000 with a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, during normal office hours.

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

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. J. A. Louw/mr 55/E 212/93.)

Saak 14338/92

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

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06), voorheen bekend as Natal Bouvereniging Bpk., Eiser, en **Richard L. Molokomme**, Eerste Verweerder, en **Mokgadi P. Molokomme**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 7 Desember 1992, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 29 Julie 1993 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 537, Lekaneng-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 273 (tweehonderd drie-en-sewentig) vierkante meter.

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

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansieële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 13de dag van Mei 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M85/RIM440.)

Saak 4053/93

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

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06), voorheen bekend as Natal Bouvereniging Bpk., Eiser, en **Majarimane Aaron Magagula**, Eerste Verweerder, en **Theresa Magagula**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 5 April 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 29 Julie 1993 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 633, Moriting-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 298 (tweehonderd agt-en-negentig) vierkante meter.

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

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 13de dag van Mei 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M152/MIM866.)

Saak 3553/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Die Stadsraad van Brits**, Eksekusieskuldeiser, en **H. L. Robbertse**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 30 Julie 1993 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregteelk verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 1386, Brits, groot 994 vierkante meter, bekend as Wildevystraat 6, Brits.

Verbeterings: 'n Teëldakwoning bestaande uit drie slaapkamers, badkamer, eetkamer, sitkamer, kombuis en 'n aparte woonstelletjie bestaande uit een vertrek, maar kan nie gewaarborg word nie.

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

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 16de dag van Mei 1993.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Brits. (Verw. M. Botha/ST536.)

Case 34576/91
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

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

Certain unit comprising of section 45, and its undivided share in the common property in the Miramar Sectional Title Scheme, measuring 75 (seventy-five) square metres, situation Miramar 1101, corner of Olivia and Tudhope Streets, Berea.

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

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

Dated at Johannesburg on the 17th day of June 1993.

F. R. J. Jansen, vir Jansen-Potter, Plaintiff's Attorney, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N140:NC5.)

Saak 17969/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beheerliggaam van Mont Blanc**, Eiser, en **Maria Catharina Cloete**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 21 April 1993, uitgereik deur die Hof te Pretoria, sal die volgende eiendom verkoop word deur die Balju, Pretoria Sentraal te Sinodalesentrum, Visagiestraat 234, Pretoria, op 20 Julie 1993 om 10:00, aan die hoogste bieder:

Eenheid 15 in die Deelskema bekend as Mont Blanc SS64/81, geleë te Erf 3192, in die plaaslike bestuur van Pretoria, groot 84 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitels SGGT 64/81 (15) (Unit) (ook bekend as Mont Blanc 206, Visagiestraat 315, Pretoria).

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word onderhewig aan die bepalinge van artikel 66 van Wet No. 32 van 1944, aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder, geproklameer en van die terme van die titelaktes, in sover dit van toepassing mag wees.

2. Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Een en 'n half slaapkamerwoning, bestaande uit sit-/eetkamer, kombuis, badkamer en aparte toilet.

3. **Terme:** Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans, tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 4% (vier persent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. **Voorwaardes:** Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Pretoria Sentraal, Visagiestraat 228, Pretoria.

Geteken te Pretoria op die 14de dag van Junie 1993.

Bloch Gross & Genote, Prokureurs vir Eiser, Charterhuis, Bosmanstraat 179, Pretoria. (Verw. mnr. Serfontein/ES/P1518/09.)

**Case 30096/92
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 **Etienne Louw Smit**, First Execution Debtor, and **Ellenine Verle Smit**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 9 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 11, situated in the Township of Maroeladal Extension 5, Registration Division IQ, Transvaal, being 11 Victoria Street, Maroeladal Extension 5, Randburg, measuring 1 020 (one thousand and twenty) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, 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 16th day of June 1993.

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

Saak 9066/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOUD TE VEREENIGING

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Peter Willem Kapp**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Meyerton te Lochstraat 51, Meyerton, op 29 Julie 1993 om 10:00:

Erf 475, geleë in die dorpsgebied Rothdene, Registrasieafdeling IQ, Transvaal, groot 1 115 vierkante meter, gehou kragtens Akte van Transport T66048/90, bekend as Roselaan 140, Rothdene.

Verbeterings: Enkelverdiepingwoonhuis met drie slaapkamers, enkel geriewe, sinkdak, draad- en betonomheining en motorhuis.

Terme: Een tiende ($\frac{1}{10}$) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 20,50% (twintig komma vyf nul persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Meyerton, binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Meyerton.

Geteken te Vereeniging op hierdie 9de dag van Junie 1993.

E. Rossouw, vir Rossouw & Prinsloo, NBS-gebou, Merrimanlaan, Vereeniging. (Verw. ER/mev. C. Venter.)

Saak 88510/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOUD TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Joseph Daniel Basson**, Verweerder

Erf 211, Charl Cilliers IS, groot 2 726 vierkante meter, geleë te Viljoenstraat-Suid, Charl Cilliers T49016/1981.

Eksekusieveling: Voor die Poskantoor, Cilliersstraat, Charl Cilliers op Woensdag, 4 Augustus 1993 om 10:00, aan die hoogste bieder.

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

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

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

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

Geteken te Pretoria op hierdie 22ste dag van Junie 1993.

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

Saak 4425/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Bpk.** (62/00738/06), Eiser, en **Ntshengedzeni Bethuel Mulaudzi**, Id. No. 5403045465086, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 28 Julie 1993 om 11:00, deur die Balju vir die Hooggeregshof, Hoëveldrif, gehou te die Landdroshof, Evander, aan die hoogste bieder:

Erf 8926, eMbalenhle-uitbreiding 12-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 219 vierkante meter, gehou deur die Verweerders kragtens Akte van Transport TL46955/91.

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

Straatadres: 8926 eMbalenhle-uitbreiding 12, Evander.

Verbeterings: Woonhuis met teëldak bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer en draadomheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

Afslaaerskoste: Betaalbaar deur die koper op die dag van verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Hoëveldrif, te Eerste Verdieping, Lastindagebou, Evander.

Gedateer te Pretoria hierdie 17de dag van Junie 1993.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 325-3644) (Verw. V. Rensburg/Z9043/903/BVDM.)

Saak 4983/93

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

In die saak tussen **Standard Bank van SA Bpk.** (62/00738/06, Eiser, en **Lizo Louis Diko**, Id. No. 5112285517080, Eerste Verweerder, en **Angela Nombulei Diko**, Id. No. 6310100939088, Tweede Verweerderes

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 28 Julie 1993 om 11:00, deur die Balju vir die Hooggeregshof, Hoëveldrif, gehou te die Landdroshof, Evander, aan die hoogste bieder:

Erf 5188, eMbalenhle-uitbreiding 9-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 350 vierkante meter, gehou deur die Verweerders kragtens Akte van Transport TL66424/89.

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

Straataadres: Mzimkhulusingel 5188, eMbalenhle.

Verbeterings: Woonhuis met teëldak bestaande uit sitkamer, kombuis, drie slaapkamers en badkamer en draadomheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

Afslaaerskoste: Betaalbaar deur die koper op die dag van verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Hoëveldrif, te Eerste Verdieping, Lastindagebou, Evander.

Gedateer te Pretoria hierdie 17de dag van Junie 1993.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 325-3644) (Verw. V. Rensburg/Z9056/903/BVDM.)

Saak 93951/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beheerliggaam van Parkhurst**, Eiser, en **Reinette Mariana Zeelie**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 24 Desember 1992, uitgereik deur die Hof te Pretoria, sal die volgende eiendom verkoop word deur die Balju te Sinodalesentrum, Visagiestraat 234, Pretoria op 20 Julie 1993 om 10:00, aan die hoogste bieder:

Eenheid 12 in die Deelskema bekend as Parkhurst SS8/80 geleë te Erf 1322, Sunnyside, dorpsgebied in die Plaaslike Bestuur van Pretoria, groot 75 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitels SGDT 8/80 (12) (Unit) (ook bekend as Parkhurst 12, Parkstraat 609, Sunnyside, Pretoria).

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word onderhewig aan die bepalinge van artikel 66 van Wet No. 31 van 1944, aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelaktes, in so ver dit van toepassing mag wees.

2. Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Een en 'n halwe slaapkamer woonstel met sit/eetkamer, kombuis, badkamer en aparte toilet.

3. **Terme:** Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans, tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 4% (vier persent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. **Voorwaardes:** Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Pretoria Sentraal, Visagiestraat 228, Pretoria.

Geteken te Pretoria op die 8ste dag van Junie 1993.

Bloch Gross & Genote, Prokureurs vir Eiser, Charterhuis, Bosmanstraat 179, Pretoria. (Verw. mnr. Serfontein/ES/P1242/09.)

Saak 6075/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **C. W. Bothma**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof Meyerton, te Lochstraat 51, Meyerton, op 29 Julie 1993 om 10:00:

Erf 200, Meyerton-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 2 552 vierkante meter, gehou kragtens Akte van Transport T84790/90, bekend as Krugerstraat 54, Meyerton, 1960.

Verbeterings: Enkelverdiepingwoonhuis met drie slaapkamers, enkel geriewe, sinkdak, draad- en betonomheining en motorhuis.

Terme: Een-tiende ($\frac{1}{10}$) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 22,25% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof Meyerton, binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof Meyerton.

Geteken te Vereeniging op hierdie 18de dag van Junie 1993.

E. Rossouw, vir Rossouw & Prinsloo, NBS-gebou, Merrimanlaan, Vereeniging. (Verw. S. Meise/CR.)

Case 13550/92
PH 273

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank of South Africa Ltd**, Plaintiff, and **Two Three Four Highlands Road CC**, First Defendant, **Frank Meaker**, Second Defendant, **George Frederick Tolmay**, Third Defendant, and **Stelios Arfaras**, Fourth Defendant

In execution of a judgment of the above Court in the above matter, a sale in execution will be held on 23 July 1993 at 10:00, of the undermentioned property in front of the Magistrate's Court, Westonaria, President Steyn Street, Westonaria, to the highest bidder:

Certain Holding 1, Koksrus Agricultural Holdings, Registration Division IQ, Transvaal, measuring 3.8686 hectares, held under Deed of Transfer T63801/1990.

The following information is furnished in regard to the improvements though in this respect nothing is guaranteed: No official dwelling exists but outbuildings consist of two garages, servant's room and pump room.

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

Conditions: The full conditions of sale will be read out by the Sheriff, Westonaria, immediately before the sale and lie for inspection at the said Sheriff's offices.

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

H. B. Salmon, for Edgar Salmon & Salmon, Plaintiff's Attorneys, 801 Kelhof, 112 Pritchard Street, P.O. Box 4199, Johannesburg. (Tel. 333-9501.) (Ref. H. Salmon/as.)

Case 890/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of SA Ltd**, Plaintiff, and **Lesiba Michael Ledwaba**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the Magistrate's Office, Kwamhlanga, on Tuesday, 27 July 1993 at 11:30, 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:

Ownership Unit 802, situated in the Kwamhlanga Township, District of Mkobola, in extent 812 (eight hundred and twelve) square metres, held by the Mortgagor by Deed of Grant 557/87. 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, dining-room, kitchen, two bedrooms, bathroom/w.c. and wire fencing.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R20 000 and 3% (three per cent) 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 (15) days after the date of sale.

Dated at Pretoria this 24th day of June 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S56/93.)

Case 10596/92

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **N. M. Manciya**, Judgment Debtor

All the sales in execution are to be held at the offices of the Magistrate, Vanderbijlpark, on Friday, 6 August 1993 at 10:00.

The hereinafter mentioned property will be put up for sale, the conditions of sale being: No warranty or undertaking is given in respect to the nature of the improvements.

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

(b) The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property, held by the Plaintiff from date of sale to date of payment.

(c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Vanderbijlpark.

(d) The purchaser shall pay all the amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, any rentals and other charges due to the local authority, interest etc.

(e) The purchase price shall be paid as to 10% (ten per cent) thereof or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

(f) Failing compliance with the provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as *rouwkoop*.

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

Property: All right, title and interest in respect of the leasehold in Stand 63081, Sebokeng Unit 16, Township, Registration Division IQ, Transvaal, measuring 240 square metres.*Description of property:* Dwelling-house with no outbuildings.*Street address of property:* Stand 63081, Sebokeng Unit 16, District of Vanderbijlpark.*Interest:* 19,25% (nineteen comma two five per cent).

L. M. Barnard, for Snijman & Smullen, Plaintiff's Attorneys, Barclays Centre, Leslie Street 29, P.O. Box 38, Vereeniging, 1930. (Ref. Mrs Davel/6/472.)

Case 30818/92

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 **Kevin John van Staden**, First Execution Debtor, and **Irene van Staden**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 28 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, 4 Du Plessis Street, Florentia, Alberton, prior to the sale (short description of property, situation and street number):

Certain: Erf 2523, situated in the Township of Brackendowns Extension 5, Registration Division IR, Transvaal, being 30 Buffelspoort Street, Brackendowns Extension 5, Alberton, measuring 997 (nine hundred and ninety-seven) square metres.

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

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

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

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

Dated at Johannesburg this 21st day of June 1993.

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

Case 11435/92
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 **Lambertus Christoffel Vos**, First Execution Debtor, and **Maryna Vos**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 29 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale (short description of property, situation and street number):

Certain Erf 898, situated in the Township of Dinwiddie, Registration Division IR, Transvaal, being 16 Ambleside Street, Dinwiddie, Germiston, measuring 718 (seven hundred and eighteen) square metres.

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

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

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

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

Dated at Johannesburg this 21st day of June 1993.

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

Case 1255/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Anthony Edward Ginno**, First Execution Debtor, and **Lynn Ginno**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 28 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, 4 Du Plessis Street, Florentia, Alberton, prior to the sale (short description of property, situation and street number):

Certain Erf 1921, situated in the Township of Albertsdal Extension 7, Registration Division IR, Transvaal, being 8 Bandelierskop Street, Albertsdal Extension 7, Alberton, measuring 984 (nine hundred and eighty-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, two bedrooms, one and a half bathroom with outbuildings with similar construction comprising of two garages.

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

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

Dated at Johannesburg this 21st day of June 1993.

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

Case 08671/92
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Joao Manuel da Costa Trindade**, 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 July 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 Remaining Extent of Erf 39, Lombardy East Township, Registration Division IR, Transvaal, area 2 023 (two thousand and twenty-three) square metres, situation 81 Goethe Road, Lombardy East, Johannesburg.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, study, double garage, two carports, swimming-pool, servants' quarters, servant's toilet with pre-cast and brick walls around property.

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

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

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N1: NS65.)

Case 329/93
PH 104

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg on 29 July 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 7485, situated in the Township of Lenasia Extension 8, Registration Division IQ, Transvaal, being 15 Kabeljou Avenue, Lenasia Extension 8, measuring 902 (nine hundred and two) square metres.

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

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 22nd day of June, 1993.

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

Case 08009/92
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 **Drew Gibson**, First Execution Debtor, and **Lesley Gibson**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 29 July 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 192 situated in the Township of Melville, Registration Division IR, Transvaal, being 17 Second Avenue, Melville, Johannesburg, measuring 743 (seven hundred and forty three) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, three bedrooms, two and a half bathrooms with outbuildings with similar construction comprising garage, three carports two servants' rooms, toilet, shower and store-room.

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

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

Dated at Johannesburg this 21st day of June, 1993.

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

Case 6109/93
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Slutzkin, Stanley Charles**,
Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 29 July 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 23, situated in the Township of Kenilworth, Registration Division IR, Transvaal, being 193 Donnelly Street, Kenilworth, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

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 23rd day of June 1993.

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

Case 6483/91
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Hermien Ackroyd**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 29 July 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 190, situated in the Township of Northcliffe, Registration Division IQ, Transvaal, being 16 Hillel Avenue, Northcliff, Johannesburg, measuring 4940 (four thousand nine hundred and forty) square metres.

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

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

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

Dated at Johannesburg this 21st day of June 1993.

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

Saak 6814/93

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

In die saak tussen **Saambou Bank Bpk.** (Reg. No. 87/05437/06), voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **P. H. van Wyk**, Eerste Verweerder, en **D. Grobbelaar**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie, gedateer 18 Mei 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 29 Julie 1993 om 10:00, by die Baljokantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 128, dorpsgebied Birchleigh-Noord-uitbreiding 3, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 000 (eenduisend) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teeldak, bestaande uit sitkamer, twee toilette, twee badkamers, drie slaapkamers, eetkamer en kombuis.

Buitegeboue: Geen. Eiendom omhein met drie mure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansieële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 23ste dag van Junie 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/S1172/CDS181.)

Case 25688/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Alan Gregory Smith**, 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 142 Struben Street, Pretoria, on Wednesday, 28 July 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:

Holding 28, Gerardsville Agricultural Holdings, Registration Division JR, Transvaal, in extent 2,1211 (two comma one two one one) hectares, held by virtue of Deed of Transfer T42867/91, subject to all such conditions as are mentioned or referred to therein and specially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: One storey dwelling with tiled roof consisting of lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms, garage, carport, servant's room and swimming-pool.

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

Dated at Pretoria this 22nd day of June 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1843/92.)

Saak 78723/92

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **First National Bank Ltd**, Eiser, en **Soodesh Singh**, Eerste Verweerder, en **Vasantha Singh**, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg, en 'n lasbrief vir eksekusie, gedateer 29 Januarie 1993, sal die volgende eiendom in eksekusie verkoop word te die Balju vir Vereeniging se Kantoor, 41A Beaconsfield Avenue, Vereeniging, op 30 Julie 1993 om 10:00, aan die hoogste bieder naamlik:

Erf 815, Zakariyya Park-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 480 (vierhonderd en tagtig) vierkante meter, gehou kragtens Transportakte T76726/90, ook bekend as 815 Pennyroyal Crescent, Zakariyya Park-uitbreiding 4.

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

Hoofgebou: Gepleistêr met geteelde dak, sitkamer, drie slaapkamers, badkamer, toilet, gang en kombuis.

Buitegeboue: Geen.

Titelakte voorwaarde: Streng vir woningdoeleindes alleenlik.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Vereeniging ondersoek word.

Gedateer te Johannesburg op die 17de dag van Junie 1993.

Alberts van Biljon & Schickerling, Eerste Verdieping, Proteasentrum, Highstraat, Brixton. (Tel. 839-1640.) (Verw. Alberts JA 121.92B.)

Case 10874/93

PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Kungurulu Elias Sibodze**, First Execution Debtor, and **Norma Elizabeth Cindi**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 28 July 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, Alberton, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain Erf 352, situate in the Township of Roodekop, Registration Division IR, Transvaal, being 2 Waterbok Street, Roodekop, Alberton, measuring 858 (eight hundred and fifty-eight) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 22nd day of June 1993.

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

Saak 4245/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **S C Konstruksie BK**, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom in eksekusie verkoop deur die Balju van die Landdroshof, Klerksdorp, op 30 Julie 1993 om 10:00, by die Balju van die Landdroshof se kantore te Leaskstraat 23, Klerksdorp:

Voormelde adres is van die adres van die woonhuis wat verkoop word, en die beskrywing van die eiendom is:

Erf 317, geleë in die dorp Uraniaville (bekend as Magnesiumstraat 4), Registrasieafdeling IP, Transvaal, groot 3 756 (drieduisend sewehonderd ses-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T23136/92.

Die eiendom is 'n industriële eiendom bestaande uit 'n groot stoor van ±171 vierkante meter, drie kantore van ±73 vierkante meter, 'n kombuis en drie toilette.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprijs is onmiddellik in kontant betaalbaar.
2. Die balans koopprijs met rente daarop teen 22,25% (twee-en-twintig persent) per jaar, moet gewaarborg word binne 14 dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingswaarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 22ste dag van Junie 1993.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp, 2570. (Verw. mnr. Lindemann/mej. Stoltz.)

Case 7852/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Augustus Charles Hodgson**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution, dated 1 September 1992, the property listed hereunder will be sold in execution on Wednesday, 28 July 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 6079, Northmead Extension 4 Township, Registration Division IR, Transvaal, measuring 1 101 (one thousand one hundred and one) square metres, known as 9 Oak Street, Northmead Extension 4, Benoni.

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

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

Main building: Single storey dwelling, brick and mortar, lounge, kitchen, three bedrooms, bathroom and dining-room.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19% (nineteen) per annum on the preference creditors' claim as contemplated in Rule 43 (7) (a) of the rules of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Boksburg on this the 23rd day of June 1993.

Neil Stuart Jury, Ground Floor, Mutual and Federal Centre, 87 Elston Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N37.)

Saak 6812/93

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

In die saak tussen **Saambou Bank Bpk.** (Reg. No. 87/05437/06), voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **Theodorus Cornelius Kritzinger**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie, gedateer 18 Mei 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 29 Julie 1993 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 899, dorpsgebied Birchleigh, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 992 (nege honderd twee-en-negentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, sinkdak, bestaande uit sitkamer, drie toilette, familie-/TV kamer, drie badkamers, vier slaapkamers, kombuis en eetkamer.

Buitegeboue: Twee motorhuise en swembad.

Voorwaardes van verkoping:

1. Die koopprijs sal betaalbaar wees synde 'n deposito in kontant van 20% (tweintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansieële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 23ste dag van Junie 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/S1169/CDS176.)

Saak 20855/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOUD TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **A. M. W. Platzoeder**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie, gedateer 29 April 1993, sal die onderstaande eiendom op 28 Julie 1993 om 10:00, te die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaande uit Erf 2843, geleë in die dorpsgebied Faerie Glen-uitbreiding 8, Registrasieafdeling JR, Transvaal, bekend as Mabulasingel 793, Faerie Glen-uitbreiding 8.

Beskrywing: Leë erf.

Verbandhouer: Nedperm, Esselenstraat, Sunnyside.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju, Landdroshof, Pretoria-Oos, Strubenstraat 142, Pretoria.

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

Gedateer te Pretoria op hede die 25ste dag van Junie 1993.

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

Case 3949/92

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

In the matter between **Standard Bank of S.A. Ltd**, Plaintiff, and **M. W. Pretorius (Sr.)**, Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution, dated 13 April 1993, a sale by public auction without a reserve price will be held on 30 July 1993 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Messenger of Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg and Kloof Auctioneers, c/o Van Velden-Duffey, Van Velden-Duffey Building, 37 Steen Street, Rustenburg, of the following property owned by the Defendant:

Portion 15 of the farm Rietfontein, Registration Division JQ, Transvaal, measuring 17,2491 square metres, held under Deed of Transfer T5003/65, known as the farm Rietfontein.

The following particulars are furnished but not guaranteed: Two houses, ample water, lots of trees, planted grazing, outbuildings. The farm is situated approximately 3 km beyond Sparkling Waters Hotel (once turned right off main road) on the left hand side.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within fourteen days from date of sale.

Dated at Rustenburg this 18th day of June 1993.

Van Velden-Duffey, Attorney for Plaintiff, 37 Steen Street, Rustenburg. (Ref. Mr Klynsmith/idp.)

Case 3949/92

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

In the matter between **Standard Bank of S.A. Ltd**, Plaintiff, and **M. W. Pretorius (Sr.)** Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution, dated 13 April 1993, a sale by public auction without a reserve price will be held on 30 July 1993 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Messenger of Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg and Kloof Auctioneers, c/o Van Velden-Duffey, Van Velden-Duffey Building, 37 Steen Street, Rustenburg, of the following property owned by the Defendant:

Portion 4 of Erf 521, in the Town Rustenburg, Registration Division JQ, Transvaal, measuring 1 458 square metres, held under Deed of Transfer T20761/81, known as 63 Homer Street, Rustenburg.

The following particulars are furnished but not guaranteed: Lounge, kitchen, dining-room, bathroom, four bedrooms, garage and servant's room.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within fourteen days from date of sale.

Dated at Rustenburg this 17th day of June 1993.

Van Velden-Duffey, Attorney for Plaintiff, 37 Steen Street, Rustenburg. (Ref. Mr Klynsmith/idp.)

Saak 12533/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Volkskas Bank Bpk.**, Applikant, en **Dry, Gustav Fouche**, Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 11 Junie 1991, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 22 Julie 1993 om 10:00, by die kantore van die Balju, Vereeniging te De Klerk, Vermaak & Vennote Ing., Overvaalgebou, Krugerlaan, Vereeniging, aan die hoogste bieder:

Gedeelte 25 van die plaas Hartebeestfontein 312, Registrasieafdeling IQ, Transvaal, geleë te Plot 25, Sweet Waters, Walkerville, Vereeniging, groot 8,5653 (ag komma vyf ses vyf drie) hektaar.

Sonering: Landbouhoewe.

Gehou kragtens Akte van Transport T19588/1987.

Die reserweprys is geen; onderworpe aan bekragtiging.

Die eiendom bestaan uit leë plot.

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 Adjunk-Balju van onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunk-balju.

Geteken te Johannesburg op hierdie 11de dag van Junie 1993.

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] (Verw. A. v. Aswegen/db/D16.)

Saak 673/92

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **E. C. Roos** Verweerder

Ten uitvoering van 'n vonnis van bogemelde Agbare Hof, en 'n lasbrief, gedateer 21 Julie 1992 sal die volgende eiendom, wat spesiaal beslagbaar verklaar is, in eksekusie verkoop word te Hoewe 127, Wilgeboom, Potchefstroom, op 30 Julie 1993 om 09:00, aan die hoogste bieder:

Gedeelte 127 ('n gedeelte van Gedeelte 106) van die plaas Wilgeboom 458, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal, groot 8,5653 (agt komma vyf ses vyf drie) vierkante meter.

Beweerde verbeterings: Vier slaapkamers, kombuis, sitkamer, eetkamer en studeerkamer.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan artikel 66 van die Landdroshofwet, No. 32 van 1944.

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 22% (twee-en-twintig persent) per jaar op die balans van die koopsom vanaf die datum van verkoop tot datum van registrasie van transport.

3. Die koopprys sal soos volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes.

(b) Die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant of verseker deur bank- of bougenootskapwaarborg, sodanige betaling en/of waarborge moet verskaf word aan die Eiser se prokureurs.

4. Die voorwaardes van verkoop wat uitgelees sal word deur die Balju Landdroshof, onmiddellik voor die geregtelike verkoping, sal ter insae lê te die kantoor van die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom.

5. Die eiendom sal verkoop word, onderhewig aan enige bestaande huurkontrak.

Aldus gedoen en geteken te Potchefstroom op hierdie 22ste dag van Junie 1993.

F. A. Huisamen, vir Huisamen-Kruger, Jankragebou, Greylingstraat 3, Posbus 15, Potchefstroom, 2520. (Verw. F. A. Huisamen/eg.)

Case 3814/92

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

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

In pursuance of a judgment in the Court of the Magistrate of Springs dated 25 February 1993, and a writ of execution dated 15 March 1993, the following will be sold in execution without reserve to the highest bidder on 30 July 1993 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 830, Selection Park Township, measuring 817 (eight hundred and seventeen) square metres; Erf 831, Selection Park Township, measuring 829 (eight hundred and twenty-nine) square metres; Erf 832, Selection Park Township; and measuring 1 034 (one thousand and thirty-four) square metres, Registration Division IR, Transvaal, held by the Defendant under Deed of Transfer T1006/85 dated 5 January 1985.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed. Brick building under tile roof party double storey-creche, Erf 830, Ground Floor: Two offices, two toilets, dining-room, two school rooms, store-room, kitchen, scullery, two pantries, playroom, bathroom, two toilets, bathroom and three toilets; First Floor: Verandah, lounge/bar, two bedrooms, bathroom/toilet and kitchen;

Outbuildings: Servant's room/toilet, four carports; Erf 831: Carport and swimming-pool; Erf 832: Vacant stand.

1. Terms:

The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee, acceptable to the Execution Creditor's attorneys, which guarantee shall be delivered within 14 (fourteen) days of date of this sale.

2. Conditions:

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

Dated at Springs on this the 5th day of June 1993.

A. F. Jansen, for Bennett, McNaughton & Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. [Tel. (011) 812-1525.]

Case 11192/88

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

In the matter between **United Building Society Ltd**, Plaintiff, and **Johannes Jacobus van der Berg**, First Defendant, **Daniela van der Berg**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 1 February 1989, and a writ of execution dated 6 May 1993, the following will be sold in execution without reserve to the highest bidder on 30 July 1993 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Holding 83, Endicott Agricultural Holdings, Registration Division IR, Transvaal, measuring 2,0259 (two comma zero two five nine) hectare, held by the Defendant under Deed of Transfer T4001/87, dated 30 January 1987.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed. Brick building under sink roof consisting of entrance-hall, lounge/dining-room, kitchen, two bedrooms and bathroom.

Outbuildings: Wire fencing outside toilet.

1. *Terms:* The purchase price shall be paid as to 10% (ten percentum) thereof on the date of the sale and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee, acceptable to the Execution Creditor's attorneys, which guarantee shall be delivered within 14 (fourteen) days of date of this sale.

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

Dated at Springs on this the 5th day of June 1993.

A. F. Jansen, for Bennett, Mcnaughton & Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. [Tel. (011) 812-1525.]

Case 3802/92

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

In the matter between **United Bank**, Plaintiff, and **Cornelia Gertruida Aletta Barber**, First Defendant, and **Ernest Walter Barber**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 2 December 1992, and a writ of execution dated 17 December 1992, the following will be sold in execution without reserve to the highest bidder on 30 July 1993 at 15:00, at the offices of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 320, Daggafontein Township, Registration Division IR, Transvaal, measuring 3 824 (three thousand eight hundred and twenty-four) square metres, held by the Defendant under Deed of Transfer T25309/87, dated 26 March 1987.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed. Brick building under sink roof consisting of lounge, dining-room, four bedrooms, bathroom/toilet, kitchen, scullery, pantry, toilet and enclosed front stoep.

Outbuildings: Two garages, two servant's rooms, store-room, servants toilet, swimming-pool, precast walling and paving.

1. *Terms:* The purchase price shall be paid as to 10% (ten percentum) thereof on the date of the sale and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee, acceptable to the Execution Creditor's attorneys, which guarantee shall be delivered within 14 (fourteen) days of date of this sale.

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

Dated at Springs on this the 5th day of June 1993.

A. F. Jansen, for Bennett, Mcnaughton & Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. [Tel. (011) 812-1525.]

Saak 354/93

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou Nasionale Bouvereniging, Eiser, en **A. J. Antha**, Verweerder

In terme van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieder, sonder 'n reserwe prys gehou word deur die Balju van Fochville voor die Landdroskantoor, Losberglaan, Fochville, op Woensdag 28 Julie 1993 om 10:00:

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem, is ter insae by die kantoor van die Balju en die Eiser se prokureurs, Philip Matthee & Kie van Kerkstraat, Fochville.

Die eiendom wat verkoop word is beskryf as: Gedeelte 1 van Erf 806, geleë in die dorp Fochville, geleë te Bosmanstraat 36, Fochville, Registrasieafdeling IQ, Transvaal, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter.

10% (tien persent) van die koopprys en die afslaer se koste in kontant is betaalbaar op die dag van die verkoping, die saldo teen registrasie van die transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat afgelewer moet word binne 14 (veertien) dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

Geteken te Fochville op die 8ste dag van Junie 1993.

D. Matthee, vir Philip Matthee & Kie, Prokureur vir Eiser, Kerkstraat 49, Fochville, 2515. (Tel. 2041/2.)

Saak 2864/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS Bank Bpk.**, Eiser, en **P. O. Louw**, Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 6 Mei 1993 uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom, naamlik:

1. Deel 33 (woonstel 25) soos getoon en volledig beskryf op Deelplan SS96/82 in die skema bekend as Adenhof ten opsigte van die grond en gebou of geboue geleë te Pietersburg-dorpsgebied, Plaaslike Bestuursgebied, Stadsraad van Pietersburg, groot 66 vierkante meter.

2. Deel 15 (motorhuis 5) soos getoon en volledig beskryf op Deelplan SS96/82 in die skema bekend as Adenhof ten opsigte van die grond en gebou of geboue geleë te Pietersburg-dorpsgebied, Plaaslike Bestuursgebied, Stadsraad van Pietersburg, groot 18 vierkante meter.

Verkoop sal word in eksekusie deur die Balju/Afslaer voor die Landdroshof, hoek van Landdros Mare- en Bodensteinstraat, Pietersburg, op 28 Julie 1993 om 10:00.

Die eiendom word verkoop onderhewig aan die verkoopvoorwaardes wat ter insae lê by die Landdroshof, Pietersburg, en die kantoor van die Balju, Hans van Rensburgstraat, Pietersburg, welke voorwaardes onder andere die volgende vervat:

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju/Afslaer binne 14 (veertien) dae na die datum van die verkoping verstrek te word.

2. Nog die Eiser nog die Verweerder nog die Balju/Afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom voetstoots verkoop.

3. Hierdie verkoping is daaraan onderhewig dat die Eksekusieskuldeiser dit bekragtig binne 15 (vyftien) dae vanaf datum van die verkoping, by versuim waarvan die verkoping sal verval en sal geen regsgevolge hoegenaam intree nie.

Geteken te Pietersburg op hierdie 8ste dag van Junie 1993.

P. S. Steyn, vir Du Toit Swanepoel & Steyn, Tweede Verdieping, NBS-gebou, Marestraat, Posbus 181, Pietersburg, 0700.

Case 4572/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Oupa Richard Madisha**, First Defendant, and **Kopi Irene Madisha**, Second Defendant

Kindly take notice that pursuant to a judgment granted on 24 May 1993, and warrant of execution dated 4 June 1993, the following property will be sold in execution on 5 August 1993 at 10:00, at the offices of the Magistrate's Court, 8 Park Street, Kempton Park:

All the Defendants right, title and interest in the leasehold in respect of Erf 588, Maokeng Extension 1 Township, Registration Division IR, Transvaal, known as Erf 588, Maokeng Extension 1, 588 First Street, Tembisa Garden, Tembisa.

Improvements: Single storey under tiles, lounge, two bedrooms, kitchen, bathroom, toilet and wire fence.

Terms and conditions:

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court Office, Kempton Park.

Dated at Benoni on this the 25th June 1993.

Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. (Tel. 54-0921.) (Ref. Mrs Bluett/N1144.)

Case 15687/92

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 **Ndungu Sydney Kumalo**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 23 July 1993 at 10:00, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale (short description of leasehold, situation and street number):

Certain: All right, title and interest in the Leasehold in respect of Erf 10391, situated in the Township of Dobsonville Extension 3, Registration Division IQ, Transvaal, being 10391 Dobsonville Extension 3, Roodepoort, measuring 308 (three hundred and eight) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge, 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 on this the 15th day of June 1993.

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

Saak 09023/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.**, handeldrywende as Trustbank, Vonnisskuldeiser, en **Cornelius Johannes L. Greyling**, Eerste Vonnisskuldenaar, **Maria Petronella Greyling**, Tweede Vonnisskuldenares, **Anna Elizabeth Greyling**, Derde Vonnisskuldenares, en **Cavet (Edms.) Bpk.**, Vierde Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogenoemde saak op 17 September 1992, en in tenuitvoerlegging van 'n lasbrief vir uitwinning sal die Balju, Vereeniging, op 29 Julie 1993 om 10:00, te die kantore van die Balju, Vereeniging, Overvaal, Krugerlaan 28, Vereeniging, geregteelik verkoop, sonder 'n reserweprys:

A: Hoewe 93, Homelands-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,1414 (twee komma een vier een vier) hektaar, gehou ingevolge Akte van Transport T42011/83, geleë te Hoewe 93, Homelands-landbouhoewes, Vereeniging.

B: Hoewe 95, Homelands-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,1442 (twee komma een vier vier twee) hektaar, gehou ingevolge Akte van Transport T1298/1971, geleë te Hoewe 95, Homelands-landbouhoewes, Vereeniging.

C: Hoewe 96, Homelands-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,1439 (twee komma een vier drie nege) hektaar, gehou ingevolge Akte van Transport T25926/1980, geleë te Hoewe 96, Homelands-landbouhoewes, Vereeniging.

D: Hoewe 79, Homelands-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,1415 (twee komma een vier een vyf) hektaar, gehou ingevolge Akte van Transport T35054/1979, gedateer 4 Oktober 1979, geleë te Hoewe 79, Homelands-landbouhoewes, Vereeniging.

E: Hoewe 78, Homelands-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,1415 (twee komma een vier een vyf) hektaar; en

F: Hoewe 86, Homelands-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 3,5650 (drie komma vyf ses vyf nul) hektaar, albei eiendomme gehou ingevolge Akte van Transport T35054/1979, geleë te Hoewe 78 en 86, Homelands-landbouhoewes, Vereeniging.

A: Die eiendom geleë te Hoewe 93, Homelands-landbouhoewes, Vereeniging, is 'n onontwikkelde landbouhoewe.

B: Die eiendom geleë te Hoewe 95, Homelands-landbouhoewes, Vereeniging, bestaan uit 'n woonhuis bestaande uit sitkamer, eetkamer, kombuis en opwas, vier slaapkamers, twee badkamers, aparte woonstel bestaande uit sitkamer, slaapkamer, kombuis en badkamer, dubbelmotorhuis en losstaande stoor.

C: Die eiendom geleë te Hoewe 96, Homelands-landbouhoewes, Vereeniging, is 'n onontwikkelde landbouhoewe.

D: Die eiendom geleë te Hoewe 79, Homelands-landbouhoewes, Vereeniging, bestaan uit 'n woonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, twee badkamers, dubbelmotorhuis en twee losstaande store.

E: Die eiendom geleë te Hoewe 78, Homelands-landbouhoewes, Vereeniging, bestaan uit 'n woonhuis bestaande uit 'n sit-/eetkamer, twee slaapkamers, badkamer en kombuis.

F: Die eiendom geleë te Hoewe 86, Homelands-landbouhoewes, Vereeniging, bestaan uit 'n woonhuis bestaande uit sitkamer, eetkamer, vier slaapkamers, sonkamer, badkamer met aparte toilet en dubbelmotorhuis.

*** Alle persele wat ontwikkel is, is voorsien met EVKOM krag, en boorgate kom op alle persele voor.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal:

1.1 'n Deposito van 10% (tien persent) van die koopprys.

1.2 Afslaersgelde ten bedrae van 5% (vyf persent) van die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en 3% (drie persent) van die restant van die koopprys tot 'n maksimum bedrag afslaersgelde van R6 000 (sesduisend rand), met 'n minimum bedrag afslaersgelde van R100 (eenhonderd rand).

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die Vonnisskuldeiser, voor transport van die eiendom betaal:

2.1 Alle agterstallige heffings, belastinge, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied.

2.2 Rente op die bedrag van die toekenning in die distribusieplan aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom.

2.3 Die balans van die koopprys teen transport betaalbaar verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, voor en ten tye van die verkoping, te die Balju, N. C. H. Bouwman, Hooggeregshof, Vereeniging, Overvaal, Krugerlaan 28, Vereeniging. [Tel. (016) 21-3400], of die voorwaardes van verkoping kan nagegaan word by die perseel van die prokureurs vir die Vonnisskuldeiser.

Geteken te Johannesburg op hierdie 10de dag van Junie 1993.

H. H. Smit, vir Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, Marketstraat 95, hoek van Kruisstraat, Posbus 1183, Johannesburg. (Tel. 333-8541.) (Verw. HHS/es/YN.)

Case 3072/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Thulani Gift Zandamela**, Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain right of leasehold in respect of Erf 7038, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 7038 Vosloorus Extension 9, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 18th day of June 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00789.)

VERKOPING

Al die verkopings sal gehou word by die kantore van die Landdroskantoor, Vanderbijlpark, 1939, op Vrydag, 6 Augustus 1993 om 10:00.

Eksekusieskrediteur **Nedcor Bank Bpk.**

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser van datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vanderbijlpark, nagegaan mag word.

(d) Die koper sal alle bedrae wat nodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die plaaslike owerheid, rente, ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 4% (vier persent) van die koopprys, onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vanderbijlpark.

Saaknommer: 2219/93.

Vonnisskuldenaar: Eksekuteur in die boedel van wyle **Z. M. Phakoane**.

Eiendom: Perseel 480, Lakeside-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot 240 vierkante meter.

Beskrywing van eiendom: Woonhuis met geen buitegeboue.

Straatadres van eiendom: Perseel 480, Lakeside, distrik Vanderbijlpark, 1900.

Rente op vonnisskuld: 18,75% (agtien komma sewe vyf persent).

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/484.)

Saak 1608/92**IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING**

In die saak tussen **Stadsraad van Meyerton**, Eiser, en **T. M. Paray**, Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 26 April 1993, sal die ondervermelde eiendom op 29 Julie 1993 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word. Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg:

Sekere Gedeelte 3, Erf 111, Kliprivier, Paul Krugerstraat 168, Registrasieafdeling IQ, Transvaal, groot 950 (nege vyf nul) vierkante meter.

Voorwaardes:

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

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

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 51, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

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

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

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

**Case 19870/92
PH 140****IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**

In the matter between **Standard Bank of South Africa Ltd**, Plaintiff, and **Gladys Mngomezulu**, 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 28 July 1993 at 10:00, at the office of P. Coetzee, Sheriff, Pretoria East, 142 Struben Street, Pretoria, to the highest bidder:

Erf 1104, Waterkloof Ridge Township, Registration Division JR, Transvaal, in extent 3 936 (three thousand nine hundred and thirty-six) square metres, held under Deed of Transfer T21187/91, situated at 182 Taurus Avenue, Waterkloof Ridge, Pretoria.

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

Improvements: Residential dwelling with outbuildings.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon, to date of registration of the transfer at the rate of 18,25% (eighteen comma two five per cent) 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, Pretoria East.

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

Orelowitz, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737.) (Ref. B5041/Mr Orelowitz/sb.)

Saak 4338/90

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.**, voorheen Nedperm Bank Bpk., Eiser, en **S. J. Mulder**, Verweerder

Ingevolge uitspraak van die Landdros, Rustenburg, en lasbrief tot geregtelike verkoping met datum 14 Mei 1993, sal die ondervermelde eiendom op Vrydag, 30 Julie 1993 om 10:30, voor die Landdroskantoor te Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Resterende gedeelte van Gedeelte 1 van Erf 1192, in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, ook bekend as Leydsstraat 176, Rustenburg, groot 705 (sewehonderd en vyf) vierkante meter, gehou kragtens Akte van Transport T3757/88.

Waarop opgerig is een woonhuis van baksteenmure onder 'n sinkdak wat gesê word ses kamers, buiten kombuis en badkamer en gewone buitegeboue bestaande uit motorhuis, bediendekamer en toilet te bevat ten opsigte waarvan egter geen waarborg gegee word nie.

Voorwaardes:

10% (tien persent) van die koopsom in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg gelewer te word binne 21 (een-en-twintig) dae.

Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

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

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

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

Saak 1405/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.**, voorheen Nedperm Bank Bpk., Eiser, en **A. Janse van Vuuren**, Eerste Verweerder, en **J. Janse van Vuuren**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Rustenburg, en lasbrief tot geregtelike verkoping met datum 28 Mei 1993, sal die ondervermelde eiendom op Vrydag, 30 Julie 1993 om 10:30, voor die Landdroskantoor te Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 911, in die dorp Geelhoutpark-uitbreiding 4, Registrasieafdeling JQ, Transvaal, ook bekend as Witteboomlaan 35, Geelhoutpark, groot 802 (agthonderd en twee) vierkante meter, gehou kragtens Akte van Transport T80998/92.

Waarop opgerig is een woonhuis van baksteenmure onder 'n sinkdak wat gesê word vier kamers, buiten kombuis en badkamer en buitegeboue bestaande uit bediendetoilet te bevat ten opsigte waarvan egter geen waarborg gegee word nie.

Voorwaardes:

10% (tien persent) van die koopsom in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg gelewer te word binne 21 (een-en-twintig) dae.

Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

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

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

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

Saak 541/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou-Nasionale Bouvereniging**, Eiser, en **Goodson D. Keenao**, Eerste Verweerder, en **Sarah Majelenyana**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdros te Krugersdorp in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die Balju-kantore te Klaburn Hof, Ockersestraat 22B, Krugersdorp, op 28 Julie 1993 om 10:00, van die ondergemelde eiendom van die Verweerders en die verkoopvoorwaardes sal deur die afslaer gelees word ten tye van die verkoping, welke voorwaardes by die kantore van die Balju, naamlik Krugersdorp, voor die verkoping ter insae sal lê:

Die eiendom staan ook bekend as Erf 13815, Kagiso, Krugersdorp.

Erf 13815, Kagiso, Krugersdorp, groot 375 (driehonderd vyf-en-sewentig) vierkante meter.

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

Verbeterings: Sitkamer, kombuis, drie slaapkamers, badkamer en gang.

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

Afslaerskommissie van 4% (vier persent) op die koopprijs sal deur die Koper betaal word.

Gedateer te Krugersdorp op hede die 21ste dag van Junie 1993.

K. F. du Plessis, vir Karel Du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. vd Merwe/cb/B10743/CS0117.)

Case 10066/91

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **William Henry Jones**, First Defendant, and **Magdalena Hendrina Jones**, Second Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 1995, Sunward Park Extension 4, Registration Division IR, Transvaal, situated at 83 Albrecht Road, Sunward Park Extension 4, Boksburg.

Improvements: Detached single-storey brick residence consisting of three bedrooms, one and a half bathrooms, kitchen, lounge, dining-room and outbuildings comprising three garages.

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

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

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

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

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

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

Dated at Boksburg on this the 18th day of June 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H122.)

Saak 286/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen **Anglo American Krop van SA Bpk.**, Eiser, en **J. P. van der Linde**, Verweerder

Ingevolge 'n vonnis in die Oberholzer Landdroshof en 'n lasbrief vir eksekusie gedateer te Carletonville op 30 Maart 1993 sal die ondervermelde eiendom op 23 Julie 1993 om 11:00, voor die Landdroskantoor, Fochville, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Vyfde Straat 71, Fochville.

Erf 326, Fochville, bekend as Presidentstraat 69, Fochville; Registrasieafdeling IQ, Transvaal, groot 495 m², gehou kragtens Akte van Transport T65202/1988.

Gedateer te Carletonville op hierdie 21ste dag van Junie 1993.

J. Moodie, vir Jooste Slabbert & Moodie, Proteagebou, Palladiumstraat, Carletonville.

Saak 5067/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletuhome Loans (Pty) Ltd**, Eiser, en **L. V. Nguenya**, 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 Julie 1993 om 10:00, per publieke veiling deur die Balju Witbank, Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 2957, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Kwa-Guqa-uitbreiding 5, gehou kragtens Grondbrief No. TL63236/90. Grootte 313 (drie een drie) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer/s.

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Witbank op hierdie 17de dag van Junie 1993.

J. M. Krügel, vir Bezuidenhout Van Zyl, p/a Harvey Nortje Ingelyf, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Case 951/92

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

In the matter between **Nedperm Bank Ltd**, Execution Creditor, and **M. S. Molefe and Mrs L. W. Molefe**, Execution Debtors

In pursuance of a judgment in the Court of the Magistrate of Springs dated 12 March 1992 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 July 1993 at 09:00 at the premises of the Magistrate's Court, Church Street, Nigel, to the highest bidder.

Property: Erf 1973B, Duduza, Nigel, Registration Division IR, Transvaal. *Measuring:* 315 square metres.

Postal address: 1973B Zimu Street, Duduza, Nigel.

Improvements: (but nothing is guaranteed in respect hereof):

Brick building with tiled roof, kitchen, lounge, two bedrooms, bathroom/toilet, garage and two outside rooms.

1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrate's Court Act, No. 32 of 1994 (as amended) and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% 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 15th day of June 1993.

J. H. van Heerden, for J. H. van Heerden and Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/N92009.)

Case 5778/92

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Miss M. E. Mthimunya**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated, 10 August 1992 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 July 1993 at 15:00 at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder.

Property: Erf 6056, kwaThema, Springs, Registration Division IR, Transvaal. *Measuring:* 250 square metres.

Postal address: Stand 6056, kwaThema, Springs.

Improvements (but nothing is guaranteed in respect hereof):

Brick building with tiled roof, kitchen, lounge, three bedrooms and outside toilet.

1. The property will be sold without reserve to the highest bidder and the sale shall be subject to the Magistrate's Court Act, No. 32 of 1944 (as amended), and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% 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 18th of June 1993.

J. H. van Heerden, for J. H. van Heerden and Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/N92046.)

Saak 3687/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Die Stadsraad van Brits**, Eksekusieskuldeiser, en **R. du Plessis**, Eksekusieskuldenaar

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

Geliewe verder kennis te neem dat die eiendom op 30 Julie 1993 om 09:00, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys:

Sekere Erf 131, Elandsrand, Brits, groot 1 461 vierkante meter, bekend as Stofbergplek 3, Elandsrand, Brits.

Verbeterings: 'n Teëldakwoning bestaande uit drie slaapkamers, twee badkamers, eetkamer, sitkamer, kombuis, studeerkamer, swembad en 'n dubbelmotorafdak, maar kan nie gewaarborg word nie.

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

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Murraylaan 43E, Brits, ter insae lê.

Geteken te Brits op hede die 16de dag van Mei 1993.

R. H. van Onselen, vir Jonker Van Onselen & Kie. Ing., Van Veldenstraat 40, Brits. (Verw. RVO:M. Botha:ST576.)

Saak 2088/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Adriana Cornelia Christina Delaport**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof gedateer 23 Maart 1993 en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 30 Julie 1993 om 10:00, voor die Landdroshof, Moffatstraat, Warmbad, aan die hoogste-bieder:

Gedeelte 1 van die Erf 1124, geleë in die dorp Warmbaths (ook bekend as De Beerstraat 16, Warmbad), Registrasie-afdeling KR, Transvaal, groot 1 801 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Titel T2738/1975.

Verbeterings: Steenhuis met sinkdak, drie slaapkamers, sitkamer, portaal, badkamer, toilet, kombuis en spens. Daar is 'n buitekamer met twee motorhuise. Die Eksekusieskuldeiser gee egter geen waarborg ten aansien van die voormelde verbeterings nie.

Terme en voorwaardes:

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Warmbad onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Warmbad, Arcadegebou, Sutterweg, Warmbad.

Geteken te Pretoria op hierdie 24ste dag van Mei 1993.

Tim du Toit & Kie. Ing., Prokureurs namens die Eiser, 19de Verdieping, Volkskassentrum, Strijdomplein, Pretoria. (Verw. mnr. Beukes/rk.)

**Case 8449/93
PH 104**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Coertse, Hendrick Lambert**, First Execution Debtor, and **Coertse, Johanna Fredrika**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 29 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: Holding 145, situated in the Township of Pomona Estates, Registration Division IR, Transvaal, being Plot 145, Mirabel Street, Pomona Estate, Kempton Park.

Measuring: 2,0229 (two comma zero two two nine) hectares.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, four bedrooms, two bathrooms with outbuildings with similar construction comprising of two and a half garages, servant's room, toilet, store-room and swimming-pool.

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

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

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

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

Saak 3857/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **NBS Bank Bpk.**, voorheen bekend as Natal Bouvereniging Bpk. (Reg. No. 87/01384/06), Eiser, en **George Paul Cornelius**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Germiston en 'n lasbrief vir eksekusie gedateer 27 April 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Maandag, 2 Augustus 1993 om 10:00, by die Baljukantore, Du Pisanie-gebou, Joubertstraat 74, Germiston, aan die hoogste bieder:

Sekere: Gedeelte 60 van Erf 643, dorpsgebied Marais Steyn-park, Registrasieafdeling IR, Transvaal, in die distrik Germiston, groot 753 (sewehonderd drie-en-vyftig) vierkante meter.

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

Buitegeboue bestaan: Twee garages, afdak en eiendom omheim met draad.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Germiston. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 22ste dag van Junie 1993.

J. H. B. Schnetler, vir Badenhorst-Schnetler Barnard Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/N806/CDN493.)

Case 30096/92

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 **Etienne Louw Smit**, First Execution Debtor, and **Ellenine Verle Smit**, Second Execution Debtor

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Randburg, on 27 July 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale (short description of property, situation and street number):

Certain: Erf 11, situate in the Township of Maroeladal Extension 5, Registration Division IQ, Transvaal, being 11 Victoria Street, Maroeladal Extension 5, Randburg. **Measuring:** 1 020 (one thousand and twenty) square metres.

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

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

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

Auctioneer's charges, payable on the day of 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 28 June 1993.

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

Case 12430/93

PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Musumbuluko Absalom Mushwana**, First Execution Debtor, and **Munene Ivy Mushwana**, Second Execution Debtor

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Johannesburg, on 29 July 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

Certain: All the defendant's right, title and interest in and to the leasehold in respect of Erf 1039 situate in the Township of Protea North, Registration Division IQ, Transvaal, being: 1 039, Hanyane Street, Protea North, Soweto, Johannesburg. **Measuring:** 232 (two hundred and thirty-two) square metres.

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

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

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

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

Dated at Johannesburg this 24 June 1993.

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

Saak 6515/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **J. G. Viljoen**, Eerste Verweerder, en **W. Viljoen**, Tweede Verweerder.

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in ondergemelde saak, soos deur Nedcor Bank Bpk., verkry sal 'n verkoping sonder 'n reserwe prys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria, op 23 Julie 1993 om 11:00, van die ondervelde eiendom van die Verweerder op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê.

Sekere eiendom: Gedeelte 1 van Erf 48, Wolmer-dorpsgebied, Registrasieafdeling JR, Transvaal, beter bekend as Jopie Fouriestraat 497, Pretoria-Noord. Groot: 1 276 (een twee sewe ses) vierkante meter, gehou kragtens Akte van Transport T59111/1978.

Beskrywing: Vier slaapkamers, badkamer, kombuis, oopplan sit- en eetkamer. Die eiendom is omhein met voorafvervaardigde betonmure en draad.

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

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

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

Coetzee Prokureurs, S.A.L.U-gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Ref. Mnr. Coetzee/NP/242/93.)

Saak 8519/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BENONI GEHOU TE BENONI

In die saak tussen **Saambou Bank Bpk.**, Eksekusieskuldeiser, en **Chochoba Jacob Mtswene**, Eerste Eksekusieskuldenaar, en **Sussanah Lettie Masombuka**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 9 Oktober 1992 en 'n lasbrief vir eksekusie gedateer 3 November 1992 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroshofkantoor, Harpurlaan, Benoni, op Woensdag, 11 Augustus 1993 om 11:00.

Die reg, titel en belang in Huurpag van Erf 30356, Daveyton-dorpsgebied, Registrasieafdeling IR, Transvaal. Groot: 200 (twee honderd) vierkante meter. Geleë te Erf 30356, Daveyton-dorpsgebied.

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

'n Enkel verdieping woonhuis bestaande uit sitkamer, drie slaapkamers, badkamer, aparte toilet en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Princeslaan 84, Benoni.

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

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% van die koopprys is betaalbaar onmiddellik na die verkoping.

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

Gedateer Benoni hierdie 28ste dag van Junie 1993.

J. H. du Plessis, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni, 1500. (Tel. 845-3216.)

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Ltd**, Eiser, en **S. Kunene**, Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton, gedateer 27 Januarie 1993 en 'n lasbrief vir eksekusie gedateer 22 Januarie 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 28 Julie 1993 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 1161, Spruitview, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 1161, Spruitview, groot 608 vierkante meter, gehou deur S. Kunene onder Akte van Transport TL47105/88.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: Woonhuis met gepleisterde baksteen mure, teëldak en bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamer, twee badkamers, twee toilette, familiekamer en aantrekkamer. *Buitegeboue:* Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16,75% (sestien komma sewe 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 Johria Hof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 24ste dag van Junie 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr Ungerer/PP/N119.)

Saak 1003/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Ltd**, Eiser, en **N. J. Motaung**, Eerste Verweerder, en **A. M. Motaung**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton gedateer 23 Februarie 1993 en 'n lasbrief vir eksekusie gedateer 18 Februarie 1993 sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 28 Julie 1993 om 10:00, deur die Balju vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 128, Siluma View, Katlehong, Registrasieafdeling IR, Transvaal, ook bekend as Standplaas 128, Siluma View, Katlehong, groot 386 vierkante meter, gehou deur N. J. Motaung en M. A. Motaung onder Akte van Transport TL26236/90.

Sonering: Residensieel.

Spesiale gebruiksvergunninge of vrystellings: Geen.

Die vonnisskuldenaar beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: Woonhuis met gepleisterde baksteenmure, teëldak en bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer met toilet. *Buitegeboue:* Geen.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 18,75% (agtien komma sewe 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 Johria Hof, Du Plessisstraat, Alberton.

Gedateer te Alberton op hede die 24ste dag van Junie 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N144.)

Saak 1217/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GROBLERSDAL GEHOU TE GROBLERSDAL

In die saak tussen **United Bank**, 'n divisie van ABSA Bank Bpk., Eiser, en **Ryno Johannes Eksteen**, Eerste Eksekusieskuldenaar, en **Amelia Jo-Anne Eksteen**, Tweede Eksekusieskuldenaar

'n Verkoping in eksekusie van die eiendom hieronder beskrywe sal gehou word voor die Landdroskantoor, Marble Hall op Vrydag, 6 Augustus 1993 om 10:00:

Erf 734 in die dorp Marble Hall-uitbreiding 5, Registrasieafdeling JS, Transvaal, groot 1 500 vierkante meter.

Die volgende besonderhede word verstrek maar nie gewaarborg nie:

1. Hierdie baksteenwoning met teëldak bestaan uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer. Konstruksie sluit in Compo-bord-plafonne, matbedekte vloere sowel as Novilonbedekte vloere en 'n warmwatersisteem.

2. Motorafdak.

'n Aansienlike bouverenigingverband kan gereël word vir 'n goedgekeurde koper.

Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van die Landdroshof Groblersdal, Eindstraat, Groblersdal.

Die vernaamste verkoopvoorwaardes is as volg:

1. Die eiendom sal sonder reserwe aan die hoogste bieder verkoop word.
2. Die koper sal 10% (tien persent) van die volle koopsom onmiddellik by aangaan van die koop betaal en die balans van die koopprys tesame met rente moet binne 14 (veertien) dae na datum van verkoop verseker word deur middel van 'n goedgekeurde bank- en/of bougenootskapswaarborg.
3. Die eksekusieskuldeiser, die Balju of afslaer waarborg nie die toestand van die eiendom wat verkoop word nie en die eiendom word voetstoots verkoop. Die eiendom word verkoop in ooreenstemming met die, en onderhewig aan al die voorwaardes van die transportakte en kaart (indien enige) daarvan en nog die Eiser nog die Balju of Afslaer waarborg die grootte daarvan. Hulle sal nie verantwoordelik wees vir enige tekort of gebrek ten opsigte van die eiendom nie en nog die Eksekusieskuldeiser of die Eksekusieskuldenaar sal geregtig wees om aanspraak te maak of enige oorskot wat mag bestaan nie.
4. Die verkoping sal onderhewig wees aan die bekragtiging van die betrokke verkoop deur alle verbandhouders oor die eiendom.
5. Die verkoping sal verder geskied onderhewig aan die voorwaardes en reëls soos neergelê deur die Wet op Landdroshowe, Wet 32 van 1944.

Geteken te Groblersdal op hierdie 18de dag van Junie 1993.

J. Rautenbach, vir Herman Grobler & Vennote, Van Riebeeckstraat 7C, Posbus 23, Groblersdal, 0470.

Saak 367/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Rajagopal Naidoo**, 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 6 Augustus 1993 om 10:00:

Sekere Erf 532, Roshnee, Registrasieafdeling IQ, Transvaal, (Tagor Drive 135, Rishnee), groot 421 vierkante meter.

Verbeterings: Drie slaapkamers, badkamer, motorhuis en beton omheining.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 27,25% (sewe-en-twintig komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, 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 25ste dag van Junie 1993.

D. J. Malan, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Vereeniging, Posbus 415. (Verw. mnr. Malan/SBX659A.)

Saak 1904/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **W. F. Ngwenya**, 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 23 Julie 1993 om 10:00, per publieke veiling deur die Balju, Witbank, verkoop word:

Erf 2284, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied kwaQuqa-uitbreiding 4, Registrasieafdeling JS, Transvaal, gehou kragtens Grondboek T67866/92, grootte 200 (tweehonderd) vierkante meter.

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

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 21ste dag van Junie 1993.

J. M. Krügel, vir Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **George Alfred Rabie**, First Defendant, and **Maria Rabie**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 19 May 1993, the property listed hereunder will be sold in execution on Wednesday, 4 August 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Portion 124 (a portion of Portion 53) of the farm Vlakfontein 69, Registration Division IR, Transvaal, measuring 3,6024 (three comma six nought two four) hectares, known as Plot 69, corner of Orchards and Von Broemzen Streets, Fairleads Agricultural Holdings, Benoni.

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

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

Main building: Brick under iron detached single storey residence comprising four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, Pub and scullery.

Outbuildings: Three garages, two servants' quarters, s/ablutions, swimming-pool.

Fencing: Precast and brick.

Driveway: Brick.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the office of the Sheriff of the Magistrate's Court, 215 Arcadia, 84 Princes Avenue, Benoni.

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000, then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court, being 4% (four per cent) of the sale price and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 19,25% (nineteen comma two five per centum) per annum on the preferent creditor's claim as contemplated in rule 43 (7) (a) of the Rule of Court, from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 23rd day of June 1993.

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

Case 9895/91

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

In the matter between **Nedcor Bank Ltd**, formerly known as Nedperm Bank Ltd, Plaintiff, and **Mayana George Nkosi N.O.**, First Defendant, and **Mayana George Nkosi**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and an Order of Court dated 5 May 1993, the property listed hereunder will be sold in execution on Wednesday, 4 August 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 4075, Daveyton Township, Registration Division IR, Transvaal, measuring 358 (three hundred and fifty-eight) square metres, known as 4075 Qhuden Street, Daveyton, Benoni, Registered in the name of Mayana George Nkosi and Lawukazi Agnes Nkosi.

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

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

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

Fencing: Wire.

Fairface brick house with pitched asbestos roof. House with burglar alarms.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000, then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court, being 4% (four per cent) of the sale price and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest thereon at 19,75% (nineteen comma seven five per centum) per annum on the preferent creditor's claim as contemplated in rule 43 (7) (a) of the Rule of Court, from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 24th day of June 1993.

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

Saak 08417/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Oostelike Provinsie Bouvereniging**, Eiser, en **Scott Adam Johannes**, Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 23 Julie 1993 om 11:00, verkoop word deur die Balju te 12de Straat 56, Springs, op voorwaardes wat by sy kantoor ingesien kan word:

Gedeelte 1 van Erf 503, Geduld-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 248 (tweehonderd agt-en-veertig) vierkante meter, geleë te Derdelaan 61A, Derdelaan, Geduld, Springs.

Gedateer die 8ste dag van Junie 1993.

H. S. B. van Graan, vir Shane van Graan, Suite 2, IVH Sentrum, Leeuwpootstraat 142, Boksburg. (Tel. 892-1000.) (Verw. mnr. van Graan/EB.)

Case 5911/92

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

In the matter between the **Town Council of Springs**, Plaintiff, and **W. A. van Deventer**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on Friday, 23 July 1993 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 235, Welgedacht Township, Registration Division IR, Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, also known as 18 Buiten Street, Welgedacht, Springs, description of property vacant stand.

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

Dated at Springs on this the 23rd day of June 1993.

H. F. Delport, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs. (Docex 6.) (Tel. 812-1050.) (Ref. SH/S16792.)

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 1992, toegestaan is, op 23 Julie 1993 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 3925, geleë in die dorpsgebied van 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): Woonhuis, twee slaapkamers, kombuis, een 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 of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 23ste dag van Junie 1993.

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

Saak 4588/91

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **M. M. Baitsomedi**, Verweerder

Ten uitvoering van 'n vonnis van bogemelde agbare Hof, en 'n lasbrief, gedateer 28 Augustus 1991, sal die volgende eiendom, wat spesiaal beslagbaar verklaar is, in eksekusie verkoop word te die kantore van die Balju, Wolmaransstraat 86, Potchefstroom, op 30 Julie 1993 om 09:30, aan die hoogste bieder:

Erf 6291, geleë in die dorp Ikageng, Registrasieafdeling IQ, Transvaal, groot 442 (vierhonderd twee-en-veertig) vierkante meter, beweerde verbeterings twee slaapkamers, badkamer, kombuis en voorportaal.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan artikel 66 van die Landdroshofwet, No. 32 van 1944.

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 21,75% per jaar op die balans van die koopsom vanaf die datum van verkoop tot datum van registrasie van transport.

3. Die koopprys sal soos volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes.

(b) Die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant of verseker deur bank- of bougenootskapwaarborg, sodanige betaling en/of waarborge moet verskaf word aan die Eiser se prokureurs.

4. Die voorwaardes van verkoop wat uitgelees sal word deur die Balju, Landdroshof, onmiddellik voor die geregtelike verkoping, sal ter insae lê te die kantoor van die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom.

5. Die eiendom sal verkoop word, onderhewig aan enige bestaande huurkontrak.

Aldus gedoen en geteken te Potchefstroom op hierdie 24ste dag van Junie 1993.

F. A. Huisamen, vir Huisamen-Kruger, Jankragebou, Greylingstraat 3, Posbus 15, Potchefstroom, 2520. (Verw. F. A. Huisamen/eg.)

Saak 1127/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WATERBERG GEHOU TE NYLSTROOM

In die saak tussen **Barend Gysbert van Rooyen**, as eksekuteur in die boedel van wyle F. C. Jacobs, Vonnisskuldeiser, en **David Hermanus Fourie**, Vonnisskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof gedateer 29 Maart 1993 en 'n lasbrief vir eksekusie uitgereik, sal die volgende eiendom in eksekusie verkoop word te die Landdroshofkantore, Van Emmenisstraat, Nylstroom, op Vrydag, 6 Augustus 1993 om 10:00, aan die hoogste bieder:

Gedeelte 13 van die plaas Knopfontein 184, Registrasieafdeling KR, Transvaal, groot 68,4971 hektaar.

Kort beskrywing van eiendom: Vier slaapkamerhuis, sit- en eetkamer, kombuis, twee badkamers en stoep. Motorafdak en stoor. Eskomkrag.

Geen waarborge in die verband word gegee nie.

Terme: 10% (tien persent) van die koopprys is in kontant of per bankgewaarborgde tjek op die dag van die verkoping betaalbaar. Die balans tesame met rente daarop teen 19% (negentien persent) per jaar vanaf datum van besitname is betaalbaar op datum van registrasie van transport van die eiendom in die naam van die koper en moet 'n bank en/of bouvereniging of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van die verkoping verskaf word.

Verkoopkommissie is betaalbaar aan die Balju deur die koper.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju vir die Landdroshof te Ellisras of te die kantore van die Eiser se prokureurs besigtig word.

Geteken te Nylstroom op hierdie 24ste dag van Junie 1993.

G. H. Brits, vir Herman Brits, Maranathagebou 2, Potgieterstraat, Nylstroom, 0510. (Verw. mnr. Brits/mg/H8414.)

Saak 1959/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Willem Andries Petrus Britz**, Verweerder

Ingevolge 'n vonnis van hierdie Agbare Hof en 'n lasbrief vir eksekusie daarop uitgereik vir die ondervermelde eiendom in eksekusie verkoop op Vrydag 23 Julie 1993 om 10:00, voor die Landdroshofgebou, Witbank, aan die hoogste bieder:

Erf 1045, dorpsgebied Tasbetpark-uitbreiding 2, Registrasieafdeling JS, Transvaal, groot 1069 (eenduisend en nege-en-sestig) vierkante meter gehou kragtens Akte van Transport T94724/92 (geleë te Dulcimerstraat 93, Tasbetpark 2, Witbank.

Die volgende inligting word verskaf maar niks gewaarborg: Woonhuis met buitegeboue.

Die verkoopvoorwaardes wat gelees sal word onmiddellik voor die verkoping lê ter insae te die kantoor van die Balju, Witbank.

P. H. Kruger, vir Harvey Nortje Ingelyf, Smutspark, hoek van Smuts & Northeystraat, Witbank 1035.

Saak 1308/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Francois Britz**, Verweerder

Ingevolge 'n vonnis van hierdie Agbare Hof en 'n lasbrief vir eksekusie daarop uitgereik word die ondervermelde eiendom in eksekusie verkoop op Vrydag, 23 Julie 1993 om 10:00, voor die Landdroshofgebou, Witbank, aan die hoogste bieder:

Deel 14, Villahof, soos aangetoon en volledig beskryf op Deelplan SS237/92 in die skema bekend as Villahof ten opsigte van die grond en gebou of geboue geleë te Erf 879, Witbank-uitbreiding 5-dorpsgebied, Plaaslike Bestuur, Stadsraad van Witbank, van welke deel die vloeroppervlakte, volgens voormelde deelplan 70 (sewentig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens Akte van Transport ST72967/92 (geleë te Villhof hoek van Plumer & Van Reyneveldstraat Witbank).

Die volgende inligting word verskaf maar niks gewaarborg: Wooneenheid.

Die verkoopvoorwaardes wat gelees sal word onmiddellik voor die verkoping lê ter insae te die kantoor van die Balju, Witbank.

P. H. Kruger, vir Harvey Nortje Ingelyf, Smutspark, hoek van Smuts & Northeystraat, Witbank 1035. (Verw. Mev. Bre-wis/MVZ/PK/United.)

Saak 1642/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **J. Mariri**, 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 23 Julie 1993 om 10:00, per publieke veiling deur die Balju van Witbank, verkoop word:

Erf 2619, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van kwaGuqa-uitbreiding 4, Registrasieafdeling JS, Transvaal, gehou kragtens Grondbrief T66436/92.

Grootte: 200 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie).

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 21ste dag van Junie 1993.

J. M. Krügel, vir Harvey Nortje Ingelyf, Smuts Park, hoek van Smutslaan & Northeystraat, Posbus 727, Witbank.

Saak 1901/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **S. M. Sikhosana**, 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 23 Julie 1993 om 10:00, per publieke veiling deur die Balju van Witbank, verkoop word:

Erf 3116, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van kwaGuqa-uitbreiding 5, Registrasieafdeling JS, Transvaal, gehou kragtens Grondbrief TL42010/92.

Grootte: 200 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie).

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

Die wesentliche voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 21ste dag van Junie 1993.

J. M. Krügel, vir Harvey Nortje Ingelyf, Smuts Park, hoek van Smutslaan & Northeystraat, Posbus 727, Witbank.

Saak 1981/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **M. W. Mbombi**, 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 23 Julie 1993 om 10:00, per publieke veiling deur die Balju van Witbank, verkoop word:

Erf 2598, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied kwaGuqa-uitbreiding 4, Registrasieafdeling JS, Transvaal, gehou kragtens Grondbrief T65340/92, grootte 200 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamers.

Die wesentliche voorwaardes van verkoop is:

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

Gedateer te Witbank op hierdie 21ste dag van Junie 1993.

J. M. Krügel, vir Harvey Nortje Ing., Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 2179/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **M. P. Mawela**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Mei 1993 toegestaan is, op 23 Julie 1993 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Erf 439, geleë in die dorpsgebied van kwaGuqa-uitbreiding 2, Registrasieafdeling JS, Transvaal, groot 385 (drie agt vyf) vierkante meter, gehou kragtens Akte van Transport TL83943/91.

Die eiendom is as volg verbeter (nie gewaarborg): Woonhuis, twee slaapkamers, kombuis, sitkamer en badkamer.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 21ste dag van Junie 1993.

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

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

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

Geteken te Pretoria.

S. E. du Plessis, Van der Merwe Du Toit & Fuchs, Eksekusieskuldeiser se Prokureurs, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. E. du Plessis/RE/JR38029.)

Saak 26389/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Bpk.**, Eiser, en **S. F. O. Neal'e**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 19 Mei 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria-Suid, te Strubenstraat 142, Pretoria, aan die hoogste bieder op 28 Julie 1993 om 10:00:

Erf 2286, geleë in die dorpsgebied Rooihuiskraal-uitbreiding 10, Registrasieafdeling JR, Transvaal, groot 1 025 (eenduisend en vyf-en-twintig) vierkante meter, beter bekend as Petrelstraat 19, Rooihuiskraal.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Enkelverdieping-woonhuis bestaande uit sitkamer, eetkamer, kombuis, toilet, twee slaapkamers en motorhuis.

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

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

Geteken te Pretoria.

S. E. du Plessis, Van der Merwe Du Toit & Fuchs, Eksekusieskuldeiser se Prokureurs, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. E. du Plessis/RE/JR38030.)

Saak 3033/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Bpk.**, Eiser, en **J. F. van Tonder**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 8 Junie 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieder op 28 Julie 1993 om 10:00:

Erf 20, geleë in die dorpsgebied Alphen Park, Registrasieafdeling JR, Transvaal, groot 1 983 (eenduisend nege honderd drie-en-tagtig) vierkante meter, beter bekend as Ceciliastraat 89, Alphen Park.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Enkelverdieping-woonhuis bestaande uit sitkamer, eetkamer, kombuis, twee toilette, stort, drie slaapkamers, voor- en agterstoep en motorhuis met lugverkoeling en boorgate en pomp.

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

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

Geteken te Pretoria.

S. E. du Plessis, Van der Merwe Du Toit & Fuchs, Eksekusieskuldeiser se Prokureurs, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. E. du Plessis/RE/JR38035.)

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

Saambou Bank Bpk. versus Baron Dudley en Annette Esther Evans

'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 10 September 1991, sal die volgende eiendom op 21 Julie 1993 om 10:00 deur die Balju, Johriahof, Du Plessisweg 4, Florentia, Alberton, per publieke veiling verkoop word:

Die Verweerder se eiendom genaamd Erf 47, Roodebult-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Firth-
ron 29, Roodebult, Germiston, met alle verbeteringe daarop.

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

Gedateer hierdie 23ste dag van Junie 1993.

Otto Hayes, St Albansstraat 38, Brixton.

Case 4670/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Bpk.** (Registrasienuommer 87/01384/06), Eiser, en **P. M. van der Walt**, Identiteitsnommer 491225119009, Eerste Verweerder, en **A. E. van der Walt**, Identiteitsnommer 5401160189085, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die onderge-
noemde eiendom as 'n eenheid op Donderdag, 22 Julie 1993 om 10:00, te die eiendom te Nicol Place 15, Stilfontein, per
publieke veiling verkoop word:

Erf 256, Stilfontein-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 1 874 (eenduisend agthonderd vier-en-sewen-
tig) vierkante meter, gehou kragtens Akte van Transport T53676/1991.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Bestaande uit 'n woonhuis met die volgende: Enkelverdiepingwoonhuis met baksteenmure, vloere: volvloermatte en
novilon, drie slaapkamers, badkamer, toilet, sitkamer, eetkamer, kombuis, twee motorhuise, buite-toilet, swembad en omhein-
ing - betonmure.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 14 (veertien) dae na veiling.
3. Besit en okkupasie teen betaling van die deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.
5. Koper betaal BTW op alle belasbare lewerings.

Gedateer te Klerksdorp op hede die 17de dag van Junie 1993.

J. H. Coetzee, vir Kantor, Du Toit & Coetzee, Eerste Verdieping, NBS-gebou, Boomstraat, Klerksdorp, 2570. (Verw. mev.
Immelman/N188.)

Saak 26388/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Bpk.**, Eiser, en **P. I. Mponya**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 4 Junie 1993, uitgereik deur
bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Wonderboom, te
Gedeelte 83, De Onderstepoort (net Noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieder op 30
Julie 1993 om 11:00:

Erf 55, geleë in die dorpsgebied Moretele View, Registrasieafdeling JR, Transvaal, groot 338 (driehonderd agt-en-dertig)
vierkante meter, beter bekend as 55 Moretele View, Mamelodi.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Enkelverdieping-
woonhuis bestaande uit sitkamer, kombuis, toilet en twee slaapkamers.

Saak 35452/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Bpk.**, Eiser, en **M. M. du Plessis**, Eerste Verweerder, en **G. E. du Plessis**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 16 Junie 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieder op 28 Julie 1993 om 10:00:

Deel 115, soos getoon en meer volledig beskryf op Deelplan SS49/85, in die gebou of geboue bekend as Chambord, geleë in die dorpsgebied La Montagne, in die plaaslike gebied van die Stadsraad van Pretoria, groot 76 (ses-en-sewentig) vierkante meter, beter bekend as Chambord 713, Albertusstraat 210, La Montagne.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 'n Twee-slaap-kamerwoonstel met sitkamer, eetkamer, kombuis, badkamer, met swembad, tuin en parkering.

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

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

Geteken te Pretoria.

S. E. du Plessis, Van der Merwe Du Toit & Fuchs, Eksekusieskuldeiser se Prokureurs, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. E. du Plessis/RE/JR38041.)

Case 6536/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Hendrik Petrus Scheepers**, 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 offices of the Sheriff, Pretoria East, 142 Struben Street, Pretoria, on Wednesday, 28 July 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:

(a) Section 2, as shown and more fully described on Sectional Plan SS95/91, in the scheme known as Erf 2284, Moreletapark Extension 19, in respect of the land and building or buildings situated at Erf 2284, Moreletapark Extension 19, Local Authority City Council of Pretoria (also known as section 2, Duet House, 647 Kwartsiet Street, Moreletapark Extension 19), of which the floor area, according to the said sectional plan, is 137 (one hundred and thirty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Deed of Transfer ST105428/92.

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

Duet with tile roof consisting of living-room, dining-room, family room/bar, two bedrooms, two bathrooms, two w.c.'s, kitchen and garage.

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

Dated at Pretoria on this 23rd day of June 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S551/93.)

Case 10649/93 (B)
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 **Eric N.O. Zwane**, First Execution Debtor, and **Nomajele Gertrude Zwane**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned leasehold of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Site 10603, situated in the Township of Orlando, Registration Division IQ, Transvaal, being 10603, Percy Kumalo Street, Orlando, Johannesburg, measuring 381 (three hundred and eighty-one) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge, two bedrooms and bathroom with outbuildings with similar construction comprising of garage, servant's room, toilet and 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 17th day of June 1993.

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

Saak 16296/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Jan Andries Coetzee**, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom in eksekusie verkoop deur die Balju van die Landdroshof, Stilfontein, op 30 Julie 1993 om 09:00, te die perseel, naamlik Godwinstraat 8, Stilfontein. Voormelde adres is dat die adres van die woonhuis wat verkoop word, en die beskrywing van die eiendom is:

Erf 2238, geleë in die dorp Stilfontein-uitbreiding 4, Registrasieafdeling IP, Transvaal, groot 1 190 (eenduisend eenhonderd-en-negentig) vierkante meter, gehou kragtens Akte van Transport 28181/90, bestaande uit drie slaapkamers, sitkamer en eetkamer, badkamer met aparte toilet, kombuis met opwas en spens.

Buitegeboue: Motorhuis en bedienekamer met aparte toilet.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Mutualgebou, Andersonstraat, Klerksdorp, en van die vernaamste voorwaardes van verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprijs is onmiddellik in kontant betaalbaar.
2. Die balans koopprijs met rente daarop teen 19,25% (negentien komma twee vyf persent) per jaar, moet gewaarborg word binne 14 dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 11de dag van Junie 1993.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp, 2570. (Verw. mnr. Lindemann/mej. Stoltz.)

Van Wyk de Vries, Eerste Verdieping, Momentumsentrum-Wes, Pretoriusstraat 329, Pretoria. (Tel. 320-4643.) (Verw. mnr. Pelser/ML.)

Saak 2193/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Molaoa Phillip Matenane**, Eerste Verweerder, en **Moratuwa Elsie Matenane**, Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom in eksekusie verkoop deur die Balju van die Landdroshof, Orkney, op 23 Julie 1993 om 09:00, te die kantore van die Balju te Championstraat 25, Orkney. Voormelde adres is dat die adres van die woonhuis wat verkoop word, en die beskrywing van die eiendom is:

Erf 4965, geleë in die dorp Kanana-uitbreiding 3, Registrasieafdeling IP, Transvaal, groot 300 (driehonderd) vierkante meter, gehou kragtens Akte van Transport T80880/91, bestaande uit drie slaapkamers, sitkamer, badkamer met toilet en kombuis met opwas.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Championweg 25, Orkney, en van die vernaamste voorwaardes van verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprijs is onmiddellik in kontant betaalbaar.
2. Die balans koopprijs met rente daarop teen 19,50% (negentien komma vyf nul persent) per jaar, moet gewaarborg word binne 14 dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 11de dag van Junie 1993.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49, Klerksdorp, 2570. (Verw. mnr. Lindemann/mej. Stoltz.)

Van Wyk de Vries, Eerste Verdieping, Momentumsentrum-Wes, Pretoriusstraat 329, Pretoria. (Tel. 320-4643.) (Verw. mnr. Pelser/ML.)

Saak 12285/90

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

In die saak tussen **Paint Pot Sales BK**, Eiser, en **J. Long**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 31 Maart 1993 word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 29 Julie 1993 om 10:00, by die Baljukantore, Parkstaat 8, Kempton Park, aan die hoogste bieder.

Sekere Erf 716, dorpsgebied Norkem Park-uitbreiding 1, Registrasieafdeling IR, Transvaal, in die distrik van Kempton Park, groot 993 (nege honderd drie-en-negentig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee toilette, familie/TV-kamer, twee badkamers, drie slaapkamers, kombuis en eetkamer. Buitegeboue bestaan uit twee motorhuise, oprit, eiendom is omhein met betonmure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële Bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 18de dag van Junie 1993.

Petro Herbst, vir Badenhorst-Schnetler Barnard Ingelyf, Eerste Verdieping, Hees en Van Loggerenberg Gebou, Longstraat 23, Kempton Park. (Verw. Petro Herbst/P820/CDP012.)

Saak 1362/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Ngwako Frank Malatji**, Eerste Verweerder en **Quista Margaret Malatji**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 26 Maart 1993 sal die Verweerdse reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 6 Augustus 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 154, Sebokeng Eenheid 6-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal. Groot 286 (tweehonderd ses-en-tagtig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

(b) Die balans is betaalbaar in kontant binne 14 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

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

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

Geteken te Vanderbijlpark hierdie 18de dag van Junie 1993.

De Beer & Claassen, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A.1092/J. M. Pieterse/mev. Harmse.)

Saak 1446/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Teboho Joshua Mphuthi**, Eerste Verweerder, en **Puleng Anna Mphuthi**, Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 26 Maart 1993 sal die Verweerdse reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op 6 Augustus 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 419, Sebokeng Eenheid 13-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 258 (tweehonderd agt-en-vyftig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

(b) Die balans is betaalbaar in kontant binne 14 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

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

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

Geteken te Vanderbijlpark, hierdie 18de dag van Junie 1993.

De Beer & Claassen, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark. (Verw. A1096/J. M. Pieterse/mev. Harmse.)

Saak 215/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **K. W. Mncakeni**, Eerste Verweerder, en **M. J. Mncakeni**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 30 Julie 1993 om 11:00, te die Balju, Pretoria-Noord, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg titel en belang van Erf 1080, Blok GG, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag TL1533/89, groot 451 (vierhonderd een-en-veertig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Geteken te Pretoria-Noord hierdie 18de dag van Junie 1993.

C. J. van Wyk, vir Hack Stupel & Ross, vir konsultasie, 9 Blok L Soshanguve, vir konsultasie Emily Hobhousestraat 264, Pretoria-Noord. (Verw. mnr. Van Wyk B49/129/la.)

Saak 56060/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **H. A. de Beer**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die hof van die Landdroshof Pretoria en 'n lasbrief vir eksekusie gedateer 21 September 1992 sal die onderstaande eiendom op 20 Julie 1993 om 10:00, te die kantoor van die Balju Pretoria-sentraal, NG Sinodale-sentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 1 van Erf 506, geleë in die dorpsgebied Gezina, Registrasieafdeling JR, Transvaal, bekend as Jacobsstraat 515, Gezina.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, toilet, badkamer, drie slaapkamers, motorhuis, bediendekamer, toilet en waskamer.

Verbandhouer(s): Nedperm, Esselenstraat, Sunnyside.

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

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

Gedateer te Pretoria op hede die 22ste dag van Junie 1993.

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

Saak 12871/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Bonaero Park (Edms.) Bpk.**, Eiser, en **Gerrit Wessels**, Verweerder

Kennis word hiermee gegee ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 28 Julie 1992 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Boksburg, op 30 Julie 1993 om 11:15, te Leeuwpootstraat 182, Boksburg, verkoop:

Sekere Erf 960, geleë in Impalapak-dorpsgebied, Registrasieafdeling IR, Transvaal, met straatadres bekend as Junkerlaan 10, Impala Park, groot 892 (agthonderd twee-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, een en 'n half badkamer, kombuis, portaal, garage, afdak, buitegeboue en 'n stoep.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Leeuwpootstraat 182, Boksburg.

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

Case 3512/92

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **W. A. Thwaesi**, Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 16154, Vosloorus Extension 16, Registration Division IR, Transvaal, situated at 16154 Vosloorus Extension 16, Boksburg.

Improvements: Detached single-storey brick residence consisting of three bedrooms, one and a half bathrooms, lounge, dining-room and kitchen.

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H366.)

Case 4311/88

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

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

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 71, Vosloorus Extension 3, Registration Division IR, Transvaal, situated at 71 Vosloorus Extension 3, Boksburg.

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

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

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

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

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

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

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

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

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

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Tsamai David Rihlampfu**, First Defendant, and **Welile Rihlampfu**, Second Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 6790, Vosloorus Extension 9, Registration Division IR, Transvaal, situated at 6790 Vosloorus Extension 9, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H00774.)

Case 8781/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Voyoyo Cliff Shutwa**, Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 760, Vosloorus, Registration Division IR, Transvaal, situated at 760 Khari Street, Vosloorus, Boksburg.

Improvements: Detached single-storey brick residence consisting of two bedrooms, lounge, kitchen and outbuildings comprising garage.

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H561.)

Case 2468/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Shaun van As**, First Defendant, and **Victoria van As**, Second Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 417, Delmore Park Extension 2, Registration Division IR, Transvaal, situated at 29 Du Preez Street, Delmore Park Extension 2, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00731.)

Case 8984/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Nkobo Regina Lefela**, Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 2578, Vosloorus, Registration Division IR, Transvaal, situated at 2578 Mathabela Street, Vosloorus, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H576.)

Case 3124/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Sekutwane Joseph**, Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 1386, Vosloorus Extension 1, Registration Division IR, Transvaal, situated at 1386 Mokgara Street, Vosloorus Extension 1, Boksburg.

Improvements: Detached single-storey brick residence consisting of two bedrooms, kitchen, lounge and outbuildings comprising bathroom and two store-rooms.

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H00797.)

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Lehlohonolo Isaac Skosana**, First Defendant, and **Sibongile Elda Skosana**, Second Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 4434, Vosloorus, Registration Division IR, Transvaal, situated at 4434 Zekwa Road, Vosloorus, Boksburg.

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

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

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

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

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

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

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

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

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/HS5570.)

Saak 12877/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **F. T. George**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 22 Maart 1993, sal die onderstaande eiendom op 20 Julie 1993 om 10:00, te die kantoor van die Balju, Pretoria-Noord-Oos, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaande uit Erf 4706, geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, bekend as Heliumlaan 539, Eersterust-uitbreiding 6.

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

Verbandhouer: Allied, Unitedgebou, Pretoriusstraat 230, Pretoria.

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

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

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

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

Saak 85443/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria**, Eksekusieskuldeiser, en **Epigoo Property Inv CC**, Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 23 Februarie 1993, sal die onderstaande eiendom op 20 Julie 1993 om 10:00, te die kantoor van die Balju, Pretoria-Noord-Oos, NG Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 2 van Erf 125, geleë in die dorpsgebied East Lynne, Registrasieafdeling JR, Transvaal, bekend as Lanhamstraat 35, East Lynne.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, toilet, badkamer, drie slaapkamers, motorhuis, bediendekamer en toilet, swembad.

Verbandhouer: United, Pretoriusstraat 243, Pretoria.

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

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

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

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

14952—2

Saak 9139/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank**, Eiser, en **Maroele Joel Motaung**, Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 17 Junie 1992, sal die ondervermelde eiendom op Vrydag, 30 Julie 1993 om 10:00, te Balju van die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 2508, Jouberton-uitbreiding 2-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 200 vierkante meter, onderhewig aan die volgende voorwaardes:

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

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

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

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, 2570, nagesien word.

Gedateer te Klerksdorp op hierdie 17de dag van Junie 1993.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Eerste Verdieping, S.A. Permanentegebou, Boomstroom 27, Posbus 22, Klerksdorp, 2570.

Saak 2271/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.**, voorheen Nedperm Bank Bpk., Eiser, en **H. J. van der Walt**, Verweerder

Ingevolge uitspraak van die Landdros van Rustenburg, en lasbrief tot geregtelike verkoping met datum 28 Mei 1993 sal die ondervermelde eiendom op Vrydag, 23 Julie 1993 om 10:30 te Burnstraat 58, Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Resterende gedeelte van plaas Mooihoek 291, Registrasieafdeling JQ, Transvaal, groot 28,0339 hektaar, gehou kragtens Akte van Transport T17115/92, waarop opgerig is een woonhuis van baksteenmure onder 'n sinkdak wat gesê word sewe kamers, buiten kombuis en twee badkamers en gewone buitegeboue bestaande uit twee motorhuise, bediendekamer en toilet en boorgat te bevat ten opsigte waarvan egter geen waarborg gegee word nie.

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

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

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

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

Saak 2180/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **S A Mutual Mortgage Investments Corporation (Pty) Ltd**, Eiser, en **M. J. J. Thema**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping gehou word te die kantore van die Balju vir die Hooggeregshof, Marshallstraat 131, Johannesburg, op 29 Julie 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, Marshallstraat 131, Johannesburg, voor die verkoping ter insae sal lê:

Erf 4369, Pimville Zone 4-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 386 (driehonderd ses-en-tagtig) vierkante meter, gehou kragtens Titelakte TL15659/1990.

Die volgende inligting word verstrek ten aansien van verbeterings alhoewel niks in hierdie verband gewaarborg word nie: Enkelverdiepinghuis bestaan uit sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis, dubbelmotorhuis met twee slaapkamers en 'n badkamer.

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 R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooi R50 (vyftig rand).

Couzyn Hertzog & Horak JHB Ing., Eiser se Prokureurs, Posbus 2242, Johannesburg, 2000. (Tel. 333-3710.) (Verw. mnr. Van Rensburg/nb/S184.)

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.**, voorheen Nedperm Bank Bpk., Eiser, en **Erf 397 Burnstraat BK**, Verweerder

Ingevolge uitspraak van die Landdros van Rustenburg, en lasbrief tot geregtelike verkoping met datum 14 Mei 1993, sal die ondervermelde eiendom op Vrydag, 23 Julie 1993 om 10:30, te Burnstraat 58, Rustenburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Resterende gedeelte van Erf 397, geleë in die dorpsgebied Rustenburg, Registrasieafdeling JQ, Transvaal, bekend as Burnstraat 58, Rustenburg, groot 4 401 vierkante meter, gehou kragtens Akte van Transport T17114/92, waarop opgerig is besigheidsgeboue van baksteenmure onder 'n staaldak asook groot store en 'n gedeelte kaalgrond ten opsigte waarvan egter geen waarborg gegee word nie.

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

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

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

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

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitspraak van die Landdroshof van Vanderbijlpark, en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 6 Augustus 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark.

Eksekusieskuldeiser: **Nedcor Bank Bpk.**, voorheen bekend as Nedperm Bank Bpk.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

(b) Die balans is betaalbaar in kontant binne veertien dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne veertien (14) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Vanderbijlpark betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

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

4. Die eiendomme word verkoop onderworpe aan die terme en titelvoorwaardes daarvan.

5. Verbeterings hieronder vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

Saak 1359/93.

Vonnisskuldenaar: **Nkani Jeremia Gwebu en Thulisiwe Clothildah Gwebu.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 18008 in die dorpsgebied Sebokeng Eenheid 14, Registrasieafdeling IQ, Transvaal.

Groot: 264 vierkante meter.

Verwysing: P3/25.

Saak 5324/92.

Vonnisskuldenaar: **Ntja Sara Mahlatsi N.O. en Ntja Sara Mahlatsi.**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 14732, geleë in die dorpsgebied Sebokeng Eenheid 11, Registrasieafdeling IQ, Transvaal.

Groot: 260 vierkante meter.

Verwysing: P1/587.

Saak 594/92.

Vonnisskuldenaar: **Pilane Jacob Taunyane en Sibongile Taunyane**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 7344, geleë in die dorpsgebied Sebokeng Eenheid 12, Registrasieafdeling IQ, Transvaal.

Groot: 275 vierkante meter.

Verwysing: P2/14.

Beskrywing: Twee-slaapkamerhuis met sitkamer, kombuis en badkamer.

Gedateer te Vanderbijlpark op hede die 23ste dag van Junie 1993.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Saak 5423/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **David Aupa Mokoena**, Eerste Verweerder, en **Susan Mahohodi Mokoena**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 30 Julie 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 11, van Erf 207, geleë in die dorpsgebied van Evaton Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T63539/90, grootte 380 (driehonderd en tagtig) 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 reserve.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 16de dag van Junie 1993.

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

Case 4636/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Makhandini John Makhubela**, First Defendant, and **Shorty Kaatjie Makhubela**, Second Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 770, Vosloorus Extension 1, Registration Division IR, Transvaal, situate at 770 Talaza Street, Vosloorus, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 15th day of June 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H429.)

Case 3331/91

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Seretse George Matsepe**, Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 6422, Vosloorus Extension 9, Registration Division IR, Transvaal, situate at 6422, Vosloorus Extension 9, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, lounge, kitchen, and no outbuildings.

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

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

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

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

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

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

Dated at Boksburg on this the 16th day of June 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/HS3534.)

Case 5222/91

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Horatius Wanga Mabumbulu**, First Defendant, and **Ayanda Hazel Mabumbulu**, Second Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 6473, Vosloorus Extension 9, Registration Division IR, Transvaal, situate at 6473 Vosloorus Extension 9, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, lounge, kitchen and no outbuildings.

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

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

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

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

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

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

Dated at Boksburg on this the 16th day of June 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/HS3483.)

Saak 5882/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Pule John Monaheng**, Eerste Verweerder en **Elsie Simangele Sipiwe Gladys Monaheng**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 6 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 25 van Erf 79, geleë in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T75215/89, grootte 400 (vierhonderd) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 23ste dag van Junie 1993.

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

Saak 1826/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Nkosana Joseph Mazibuko**, Eerste Verweerder, en **Masela Lydia Mazibuko**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 6 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 447, Eenheid 7-uitbreiding 1, geleë in die dorpsgebied Sebokeng, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport TL24585/89, grootte 350 (driehonderd en vyftig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 22ste dag van Junie 1993.

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

Saak 9408/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Johannes Maduna**, Eerste Verweerder, en **Jermima Maduna**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 6 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 13 ('n gedeelte van Gedeelte 3) van Erf 44, geleë in die dorpsgebied Evaton Small Farms Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T79329/89, grootte 400 (vierhonderd) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 23ste dag van Junie 1993.

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

Saak 9465/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Lesiya John Kobeli**, Eerste Verweerder, en **Thabi Margaret Kobeli**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 6 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 14 ('n gedeelte van Gedeelte 3) van Erf 44, geleë in die dorpsgebied Evanton Small Farms Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T56352/89, grootte 400 (vierhonderd) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 22ste dag van Junie 1993.

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

Saak 1828/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Jakote Petros Nakalebe**, Eerste Verweerder, en **Popi Dorah Nakalebe**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 6 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 591, Eenheid 7-uitbreiding 1, geleë in die dorpsgebied Sebokeng Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport TL27646/89, grootte 281 (tweehonderd een-en-tagtig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 22ste dag van Junie 1993.

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

Saak 9412/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Khombu Joel Masondo**, Eerste Verweerder, en **Thombile Julia Masondo**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 6 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 3 van Erf 114, geleë in die dorpsgebied Evaton Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T85764/89, grootte 332 (driehonderd twee-en-dertig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 22ste dag van Junie 1993.

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

Saak 6151/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Selina Mofokeng**, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 6 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 450, Eenheid 7, Uitbreiding 1, geleë in die dorpsgebied Sebokeng, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport TL42429/89, grootte 350 (driehonderd en vyftig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 22ste dag van Junie 1993.

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

Saak 1739/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Stephen Nyokong**, Eerste Verweerder, en **Hlapule Flora Nyokong**, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 6 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 4, van Erf 2864, geleë in die dorpsgebied Evaton Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T27722/90, grootte 407 (vierhonderd en sewe) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 22ste dag van Junie 1993.

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

Case 4890/93

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

In the matter between **Eskom Finance Co. (Pty) Ltd**, Plaintiff, and **Solomon Elphas Mathebula**, First Defendant, and **Thoko Onicca Mathebula**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) and writ dated 15 April 1993 in the above matter, a sale by public auction without a reserve price will be held by the Sheriff, Ermelo, in front of the Magistrate's Court of Ermelo, Transvaal, on 29 July 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Ermelo, Trust Building, Joubert Street, Ermelo, Transvaal, and which will be read by him at the time of the sale, of the following property owned by Defendants:

All the right, title and interest in the leasehold in respect of Portion 18 of Erf 899, situated in the Township of Wesselton, Registration Division IT, Transvaal, measuring 374 (three hundred and seventy-four) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL83097/1988.

This property is situated at Portion 18 of Stand 899, Wesselton, Ermelo, Transvaal. The property is improved as follows: Single-storey dwelling-house with lounge, kitchen, bathroom with toilet and two bedrooms.

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

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 30th day of June 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/JVZ.)

Case 7384/93

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

In the matter between **Eskom Finance Co. (Pty) Ltd**, Plaintiff, and **Mandla Philemon Simelane**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) and writ dated 14 May 1993 in the above matter, a sale by public auction without a reserve price will be held by the Sheriff, Ermelo, in front of the Magistrate's Court, Ermelo, Transvaal, on 29 July 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff Ermelo, Trust Building, Joubert Street, Ermelo, Transvaal, and which will be read by him at the time of the sale, of the following property owned by Defendant:

All the right, title and interest in leasehold in respect of Portion 63 of Erf 899, situated in the Township of Wesselton, Registration Division IT, Transvaal, measuring 356 (three hundred and fifty-six) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL 55843/1988.

This property is situated at 1491 Wesselton, Ermelo, Transvaal. The property is improved as follows: Single-storey dwelling-house with two bedrooms, kitchen, lounge, bathroom with toilet.

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

Terms: Ten per centum (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within thirty (30) days from the date of sale.

Dated at Pretoria on this the 30th day of June 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/JVZ.)

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

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Gordon Richard Blandy**, Execution Debtor

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as: Erf 955, Haenertsburg Township, Registration Division LS, Transvaal, in extent 1 487 (one thousand four hundred and eighty-seven) square metres, held by Deed of Transfer T21436/92, will be sold in front of the Court-house of the above Court on 11 August 1993 at 10:00, without reserve and to the highest bidder.

Improvements: (which are not warranted to be correct and not guaranteed): Five bedroomed brick dwelling under iron roof with two bathrooms, kitchen, lounge and dining-room. Outbuildings consist of double garage, two carports and servant's room.

The material conditions of the sale are:

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

2. The sale is voetstoots and subject to:

2.1 the Magistrates' Courts Act and the rules made thereunder

2.2 the conditions of the title deed, and

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

Signed at Pietersburg on the 28th of June 1993.

L. F. De Lange/mp, for Meyer, Pratt & Luyt, Docex 5, P.O. Box 152, Pietersburg, 0700. Legnum Park, 20 Market Street, Pietersburg, 0699. [Tel. (01521) 7-1133.] [Fax. (01521) 7-4161.]

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THABAMOPO HELD AT LEBOWAKGOMO

In the matter between **In Mora Factors**, Execution Creditor, and **Noko Nicodemus Pela**, Execution Debtor

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as: Ownership unit 862, Unit A, in the Lebowakgomo Township, District of Thabamopo, will be sold in front of the Court-house of the above Court on 27 August 1993 at 10:00, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Residential dwelling.

The material conditions of the sale are:

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

2. The sale is voetstoots and subject to:

2.1 the Magistrates' Courts Act and the rules made thereunder

2.2 the conditions of the title deed, and

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

Signed at Pietersburg on the 28th of June 1993.

P. J. Luyt/mp, for Meyer, Pratt & Luyt, Docex 5, P.O. Box 152, Pietersburg, 0700. Legnum Park, 20 Market Street, Pietersburg, 0699. [Tel. (01521) 7-1133.] [Fax. (01521) 7-4161.]

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

In the matter between **Jan Andries du Plessis**, Plaintiff, and **Therese Maud Kuhnert**, Defendant

In pursuance of a judgment in the Magistrate's Court, Klerksdorp, and a warrant of execution dated 15 January 1993, the following property will be sold in execution on Friday, 30 July 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, at 23 Leask Street, Klerksdorp, to the highest bidder:

Certain Erf 788, La Hoff Township, Registration Division IP, Transvaal, measuring 1 338 (one thousand three hundred and thirty-eight) square metres, held by Deed of Transfer T45682/1992.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the Deed of Transfer T45682/1992, in so far as these are applicable.

Terms: The purchase price shall be paid as follows: Ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at current mortgage bond rates from date of sale to date of payment to be paid or secured within (30) thirty days by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of sale will be read by the Sheriff of the Magistrate's Court immediately prior to the sale, and may be inspected at this office or at the offices of Waks & Brady, W.B. Chambers, 17 Noord Street, Klerksdorp.

Dated at Klerksdorp this the 24th day of June 1993.

Waks & Brady, W.B. Chambers, 17 North Street, Klerksdorp, 2570.

Saak 8661/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Overton Beheerliggaam**, Eiser, en **D. Badenhorst**, Verweerder

'n Verkoop in eksekusie word gehou te Strubenstraat 142, Pretoria, op 11 Augustus 1993 om 10:00:

(a) Deelnommer 2, soos getoon en volledig beskryf op Deelplan SS15/85, in die skema bekend as Overton, ten opsigte van die grond en gebou of geboue geleë te Erf 1956, Silverton-dorpsgebied, Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens voormelde deelplan, 57 (sewe-en-vyftig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwoota soos op genoemde deelplan aangeteken.

Gehou kragtens Akte van Transport ST65556/1992.

Beskrywing van eiendom, wat bestaan uit sit/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

(a) 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.

(b) Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys onmiddellik na afhandeling van die veiling, en die balans moet binne 14 (veertien) dae betaal of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Pretoria-Oos, Strubenstraat 142, Pretoria, nagesien word.

Gedateer te Pretoria op hierdie 29ste dag van Junie 1993.

G. J. Koen, vir Koen & Kemp, p.a. Elizabeth Venter, Kerkstraat 1251, Hatfield, Pretoria. (Tel. 804-1190/1.) (Verw. J. Koen/NV/0.025.)

Case 6539/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Vusi Absolom Ngwenya**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the Magistrate's Office, Evander, on Wednesday, 28 July 1993 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 4472, Embalenhle Extension 9 Township, Registration Division IS, Transvaal, measuring 823 (eight hundred and twenty-three) square metres, held by Deed of Transfer TL78982/92, subject to the conditions therein contained.

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

Dwelling with tiled roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., garage and wire fencing.

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

Dated at Pretoria this 28th day of June 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S552/93.)

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

In the matter between **The Standard Bank of S.A. Ltd**, Plaintiff, and **Ntombikayise Hellen Manzini**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the Magistrate's Office, kwaMhlanga, on Tuesday, 27 July 1993 at 14:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Ownership Unit 453, situated in the kwaMhlanga B Township, District of Mkobola, measuring 525 (five hundred and twenty-five) square metres, held by the Mortgagee by Deed of Grant 253/87, subject to the conditions as are mentioned or referred therein.

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

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

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

Dated at Pretoria this 24th day of June 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S166/93.)

Case 917/93

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

In the matter between **Allied Bank**, a Division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Neville George Ova**, First Defendant, and **Carol Julia Simmers**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 9 March 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 13 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 160, Delmore Park Extension 2 Township, situated on 11 Karanteen Street, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 299 (two hundred and ninety-nine) square metres.

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

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

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 23rd day of June 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. AF6186/Mrs Teixeira.)

Case 4536/91

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

In the matter between **Allied Bank**, a Division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Galeforce Mining CC**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 29 August 1991, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 13 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 509, Boksburg South Extension 3, situated at 19 President Brand Street, in the Township of Boksburg South Extension 3, District of Boksburg, measuring 962 (nine hundred and sixty-two) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance-hall, lounge, dining-room, study, family room, three bedrooms, sewing-room, kitchen, bathroom, w.c., shower, separate w.c., double garage, w.c. and carport.

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

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

Dated at Boksburg on this the 28th day of June 1993.

Hammond Pole & Dixon, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) [Ref. Mrs Teixeira/AF0942 (AB442.)]

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Oranje Alfred Mollo**, Defendant

On 28 July 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 2754, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Erf 2754, Moleleki Extension 3, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported: (which are not warranted to be correct and are not guaranteed) Semi-detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and two bathrooms.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and Leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the Purchaser.

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

Dated at Germiston on this the 28th June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0008/Miss Kent.)

Case 3083/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Tutu Annah Mtshutshisi**, First Defendant, and
Tutu Annah Mtshutshisi N.O., Second Defendant

On 28 July 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in the leasehold in respect of Erf 554, Ncala, Township, Registration Division IR, Transvaal, measuring 249 (two hundred and forty-nine) square metres, also known as Erf 554, Ncala, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (R400) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 28th day of June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0201/Miss Kent.)

Case 2719/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Jabulani Alfred Ngwenya**, First Defendant, and
Mamsie Elna Ngwenya, Second Defendant

On 28 July 1993 at 10:00, a public auction sale will be held at Johria Court, 4 Du Plessis Street, Florentia, Alberton, at which the Sheriff will, pursuant to the Judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All right, title and interest in respect of Erf 1780, Tshongweni Township, Registration Division IR, Transvaal, measuring 265 (two hundred and sixty-five) square metres, also known as Erf 1780, Tshongweni, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms other than kitchen with outbuildings of a similar construction comprising garage, servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 17,25% (seventeen comma two five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 28th day of June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0098/Miss Kent.)

Case 1819/90

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **John Henry Duddington**, First Defendant, and
Seija Anne Marie Duddington, Second Defendant

On 2 August 1993 at 10:00, a public auction sale will be held in front of the offices of the Sheriff, Ground Floor, Du Pisanie building, 74 Joubert Street, Germiston, at which the Sheriff will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Erf 54, South Germiston Township, Registration Division IR, Transvaal, measuring 1 546 (one thousand five hundred and forty-six) square metres, also known as 51 End Street, Germiston South (hereinafter called the property).

Improvements (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising six rooms other than kitchen and two bathrooms with outbuildings of a similar construction comprising three gables, two carports, swimming-pool, servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 22,75% (twenty-two comma seven five per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four hundred rand (whichever is the greater), immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this the 29th day of June 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MD0550/Miss Kent.)

Case 9460/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Tlali Phillip Phakade**, First Execution Debtor, and **Nomalanga Lydia Phakade**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale. (Short description of property, situation and street number):

Certain Erf 178, situate in the Township of Bedworth Park, Registration Division IQ, Transvaal, being 24 Penelope Street, Bedworth Park, Vereeniging, measuring 2 048 (two thousand and forty-eight) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, family-room, study, four bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage, toilet and flatlet and swimming-pool.

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

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

Dated at Johannesburg on this the 29th day of June 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.)

Saak 1231/93

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

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Musa Paul Khambule**, Verweerder

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

Erf 928, Mabuya Park-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 556 vierkante meter, geleë te Mninistraat 829, Mabuya Park, Vosloorus).

Die volgende inligting word verskaf insake verbeteringe alhoewel geen waarborg in verband daarmee gegee word nie: Enkelverdieping woonhuis met portaal, 3 slaapkamers, badkamer, aparte toilet, badkamer/toilet, kombuis en buite-toilet.

Datum: 29 Junie 1993.

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

Saak 11021/93

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

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Mdhluli Masomane Elias Moses**, Verweerder

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

Erf 1450, Vosloorus-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 473 vierkante meter, geleë te Mndawenistraat 1450, Vosloorus-uitbreiding 2.

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

Enkelverdiepingwoonhuis met sit-/eetkamer, drie slaapkamers, badkamer, aparte toilet en kombuis.

Gedateer hierdie 29ste dag van Junie 1993.

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

Saak 25685/91

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

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **De Witt Maria Jacoba Magdalena**, Eerste Verweerder, en **De Witt Jacobus Johannes**, Tweede Verweerder, en **De Witt A. G.**, Derde Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 29 Julie 1993 om 10:00, verkoop word deur die Balju te Standard Chambers, Vierde Verdieping, Presidentstraat, Germiston, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 181, Sunnyside-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 315 vierkante meter, ook bekend as Korhaanstraat 19, Sunnyside, Germiston.

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

Enkelverdiepingwoonhuis met sit-/eetkamer, gesinskamer, vier slaapkamers, aantrekkamer, badkamer, aparte toilet, badkamer, toilet/stort, kombuis, wassery, motorhuis, twee motorafdampe, bediendekamer en -toilet en swembad.

Gedateer hierdie 29ste dag van Junie 1993.

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

Case 2632/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Popescu: Daniel**, 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., Overval Building, 28 Kruger Avenue, Vereeniging, on Thursday, 29 July 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: Portion 128 (a portion of Portion 26) of the farm Elandsfontein 334 Township, Registration Division IQ, Transvaal, situation Plot 128, Elandsfontein, area 9,6438 (nine comma six four three eight) hectares.

Improvements (not guaranteed): Three dwellings each consisting of the following:

(1) Three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages/store-rooms, under tiled and iron roof, staff quarters with outside toilet and enclosed with wire fencing.

(2) Three bedrooms, bathroom, kitchen, lounge, dining-room, garage/store-room, under tiled and iron roof, staff quarters with outside toilet and enclosed with wire fencing.

(3) Two bedrooms, bathroom, kitchen, lounge, dining-room, under tiled and iron roof, staff quarters with outside toilet and enclosed with wire fencing.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NQ24E/mh/tf.)

Case 5713/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Flemming: Leslie Dunbar**, 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 July 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 444, Malvern Township, Registration Division IR, Transvaal, situation 24 Queens Street, Malvern, Johannesburg, area 818 (eight hundred and eighteen) square metres.

Improvements (not guaranteed): Three semi detached houses each consisting of two bedrooms, kitchen, lounge, two with one bathroom each, one with 1,5 bathrooms, garage for all three houses, under iron roof and enclosed with brick walls.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR258E/mh/tf.)

Case 5952/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mohau Hosiah Hlole**, First Defendant, and **Lisebo Hilda Hlole**, 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 July 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: All right, title and interest in the leasehold in respect of Lot 338, Mapetla Township, Registration Division IQ, Transvaal.

Situation: 338 (two hundred and fifty-nine) square metres.

Area: 259 (two hundred and fifty-nine) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, two garages/store-room, under iron and asbestos roof and enclosed with wire fencing.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per 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 10th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142) (Ref. N16E/mgh/tf.)

Case 10266/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Russel Donovan Harwood**, 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 July 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 3058, Ennerdale Extension 3 Township, Registration Division IQ, Transvaal.

Situation: 20 Aries Street, Ennerdale Extension 3.

Area: 913 (nine hundred and thirteen) square metres.

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

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per 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 15th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142) (Ref. N15E/mh/tf.) N. C. H. Bowman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 12041/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Igsaan February**, First Defendant, and **Gadija February**, 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 July 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 1332, Bosmont Township, Registration Division IQ, Transvaal.

Situation: 4 Stormberg Avenue, Bosmont, Johannesburg.

Area: 542 (five hundred and forty-two) square metres.

Improvements (not guaranteed): Five bedrooms, two bathroom, kitchen, lounge/dining-room, two garages/store-rooms, under iron roof, paved 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 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 9th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142) (Ref. NV79E/mh/tf.)

Case 12228/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mohamed Amin Ally**, 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 July 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 393, Riverlea Township, Registration Division IQ, Transvaal.

Situation: 5 Ganges Street, Riverlea;

Area: 263 (two hundred and sixty-three) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge/dining-room, carport, under iron roof, concrete driveway and enclosed with precast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per 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 16th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142) (Ref. NV80E/mh/tf.)

Case 12040/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Van Schalkwyk, Silverton**, 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 July 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 3016, Eldoradopark Extension 3 Township, Registration Division IR, Transvaal.

Situation: 22 Oliehout Street, Eldoradopark Extension 3.

Area: 299 (two hundred and ninety-nine) square metres.

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

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per 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 9th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel: 337-3142) (Ref. NQ48E/mh/tf.)

Case 12790/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Langley, Douglas Bruce**, 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 July 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 429, Tulisa Park Extension 3 Township, Registration Division IR, Transvaal.

Situation: 12 Andorra Crescent, Tulisa Park Extension 3.

Area: 421 (four hundred and twenty-one) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, two carports, under tiled roof, staff quarters, paved driveway and enclosed with pre-cast 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 16th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel: 337-3142) (Ref. NY31E/mh/tf.)

Case 34523/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Johnson, Poinder Victor**, 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 July 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 5378, Eldoradopark Extension 4 Township, Registration Division IQ, Transvaal.

Situation: 34 Kraaifontein Street, Eldoradopark Extension 4.

Area: 432 (four hundred and thirty-two) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room, carport, under iron roof, paved driveway and enclosed with pre-cast 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 16th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142) (Ref. NY40E/mh/tf.)

Case 9773/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **McFadden, Arthur Bradley**, 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 July 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: Remaining extent of Erf 785, Kew Township, Registration Division IR, Transvaal.

Situation: 112 Sandler Road, Kew.

Area: 1 595 (one thousand five hundred and ninety-five) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge with entrance-hall, dining-room, two garages/store-room, under thatch roof, staff quarters with outside toilet, paved driveway, enclosed with pre-cast, brick, wooden walls and other.

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 16th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142) (Ref. BR274E/mh/tf.)

Case 25411/91

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

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Bougaard, Dawn**, 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 July 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 Portion 1 of Erf 583, Riverlea Township, Registration Division IQ, Transvaal, situated at 28 Lion Street, Riverlea, Johannesburg, area 237 (two hundred and thirty-seven) square metres.

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

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV95E/mh/tf.)

Case 29522/90
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IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Limited**, Plaintiff, and **Dzanibe, Mraukelwa Jacob**,
First Defendant, and **Dzanibe, Mukise Christina**, 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, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 28 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of the Sheriff, Klaburn Court, 22 B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

- All right title and interest in the leasehold in respect of Erf 2868, Kagiso Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 348 (three hundred and forty-eight) square metres, situated at Erf 2868, Kagiso Township, Krugersdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling under tile roof, two bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 proceed 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 (hundred rand).

Signed at Johannesburg on the 15th day of June 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/D19044/SC.)

Case 6795/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Phakane Malehope Cedric**, 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 of the Supreme Court Offices, at 49 Kemston Avenue, Benoni, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff of the Supreme Court Offices, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9423, Etwatwa Extension 15, Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9423, Etwatwa Extension 15 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of bedrooms, lounge, kitchen, bathroom and store-room.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceed 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 (hundred rand).

Signed at Johannesburg on the 8th day of June 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. P23129/PC.)

Case 6106/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Shabangu, Kotsikotsi Johannes**, First Defendant, and **Shabangu, Mambhani Ruth**, 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 of the Supreme Court Offices, at 49 Kemston Avenue, Benoni, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff of the Supreme Court Offices, at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9425, Etwatwa Extension 15 Township, Registration Division IR, Transvaal, measuring 154 (one hundred and fifty-four) square metres, situated at Erf 9425, Etwatwa Extension 15 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of bedroom, 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 proceed 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 (hundred rand).

Signed at Johannesburg on the 8th day of June 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. S23096/PC.)

Case 16537/88

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Komane Tefo Gabriel**, First Defendant, and **Komane Henry Sefoloko**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 1709, Tladi Township, Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 1709, Tladi Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms and dining-room.

Outbuilding: Garage.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 28th day of June 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. K5342/PC.)

Case 12462/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Dhlamini Thokozile Norah**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number): All right, title and interest in the leasehold in respect of Erf 619, Emdeni Township, Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 619, Emdeni Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single-storey dwelling under asbestos roof, two bedrooms, bathroom, kitchen, dining-room.

Outbuilding: Two garages and storeroom.

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 28th day of June 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. D23390/PC.)

Case 29991/90

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Hlongwane Khazamula John**, First Defendant, and **Hlongwane Madirane Violet**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

Erf 12921, Meadowlands Township, Registration Division IQ, Transvaal, measuring 244 (two hundred and forty-four) square metres, situated at 8 Rantwetwe Street, Meadowlands Zone 8 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single-storey dwelling under iron roof, three bedrooms, bathroom, kitchen, lounge, dining-room.

Outbuilding: Garage.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 28th day of June 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. H17990/PC.)

Case 20584/89

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Boqwana Otto**, First Defendant, and **Boqwana Zodwa Isabella**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 24132, Diepkloof Township, Registration Division IQ, Transvaal, measuring 183 (one hundred and eighty-three) square metres, situated at Erf 8178B Zone 6, Diepkloof Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single-storey dwelling, lounge, fitted carpets, wall fencing and garden.

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 28th day of June 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. B9348/PC.)

Case 11424/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Moeketsi Lekhoee Isaac**, First Defendant, and **Moeketsi Aboyeng Elsie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 2052, Tladi Township, Registration Division IQ, Transvaal, measuring 289 (two hundred and eighty-nine) square metres, situated at 2052 Matlomo Street, Tladi Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single storey dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

The property is zoned residential.

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

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

Signed at Johannesburg on the 28th day of June 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. M23353/PC.)

Case 23182/89

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Baird Thelma**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 3212, Emdeni Extension 1 Township Registration Division IQ, Transvaal, measuring 259 (two hundred and fifty-nine) square metres, situated at Erf 3212, Emdeni Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single storey detached dwelling under tiled roof, two bedrooms, bathroom, kitchen, lounge and dining-room.

Outbuilding: Two single garages 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 28th day of June 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. B20928/PC.)

Case 65/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Vilakazi Phillip**, First Defendant, and **Vilakazi Nontsikelelo Vathiswa**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

Erf 101, Protea Glen Township, Registration Division IQ, Transvaal, measuring 217 (two hundred and seventeen) square metres, situated at Erf 101, Protea Glen Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single storey dwelling consisting of three bedrooms, bathroom, lounge and kitchen.

Outbuilding: Garage.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 28 June 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. V22914/PC.)

Case 14026/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Moroe Makione James N.O.**, executor in the estate late **Moroe Rebecca Motlatse**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale (short description of property, situation and street number):

All right, title and interest in the leasehold in respect of Erf 745, Mapetla Township, Registration Division IQ, Transvaal, measuring 256 (two hundred and fifty-six) square metres, situated at Erf 745, Mapetla Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

Outbuilding: Two single garages and store-room.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 25th day of June 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. M21051/PC.)

Case 31436/91

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Johnnie Henry Smith**, First Defendant, and **Elizabeth Sylvia Smith**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 548, Eldoradopark Township, Registration Division IQ, Transvaal, measuring 357 (three hundred and fifty-seven) square metres, situated at 40 Robyn Street, Eldoradopark Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept single-storey dwelling under asbestos roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned residential.

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

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

Signed at Johannesburg on this the 24th day of June 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. S18482/PC.)

Case 18390/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mary Gudu**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 2919, Moroka Township, Registration Division IQ, Transvaal, measuring 548 (five hundred and forty-eight) square metres, situated at Erf 2919, Moroka Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single-storey dwelling consisting of two bedrooms, dining-room and kitchen.

Outbuildings: Two garages.

The property is zoned residential.

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

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

Signed at Johannesburg on this the 24th day of June 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. G21578/PC.)

Case 11423/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Coenraad Frank Waters**, First Defendant, and **Isabella Margeretha Waters**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 324, South Hills Township, Johannesburg, Registration Division IQ, Transvaal, measuring 535 (five hundred and thirty-five) square metres, situated at 42 Bethlehem Road, South Hills Township, Johannesburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

Outbuildings: Garage and servants' quarter.

The property is zoned residential.

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

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

Signed at Johannesburg on this the 24th day of June 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. W23354/PC.)

Case 11688/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Sarel Selahle**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 457, Klipspruit Township, Registration Division IQ, Transvaal, measuring 228 (two hundred and twenty-eight) square metres, situated at Erf 457B, Klipspruit Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept semi-detached single-storey dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

Outbuildings: Two garages and store-room.

The property is zoned residential.

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

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

Signed at Johannesburg on this the 24th day of June 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. S23363/PC.)

Case 16884/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Gxamza Nombulelo Mavis**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 June 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 895, Klipspruit Township, Registration Division IQ, Transvaal, measuring 266 (two hundred and sixty-six) square metres, situated at Erf 895, Klipspruit Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single-storey dwelling under asbestos roof, two bedrooms, kitchen and dining-room.

Outbuildings: Two garages and store-room.

The property is zoned residential.

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

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

Signed at Johannesburg on this the 24th day of June 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. G21449/PC.)

Case 12464/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Steward Christina**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 June 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 6064, Eldoradopark Extension 7 Township, Registration Division IQ, Transvaal, measuring 220 (two hundred and twenty) square metres, situated at 18 Main Avenue, Eldorado Park Extension 7 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept attached single-storey dwelling under asbestos roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned residential.

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

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

Signed at Johannesburg on this the 24th day of June 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. S23389/PC.)

Case 9586/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Cindi Nomathini Sophie**, First Defendant, **Mabena Molifi Reginald**, Second Defendant, and **Cindi Lindi Beauty**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 June 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1263, Mofolo North Township, Registration Division IQ, Transvaal, measuring 266 (two hundred and sixty-six) square metres, situated at Erf 1263, Mofolo North Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single-storey dwelling under iron roof, bedroom and dining-room.

Outbuilding: Single garage.

The property is zoned residential.

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

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

Signed at Johannesburg on this the 24th day of June 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. C6925/PC.)

Case 10795/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Malinga Velaphi Mendy**, First Defendant, and **Malinga Mavis Cecilia Makhosazana**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 June 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 2091, Mofolo Central Township, Registration Division IQ, Transvaal, measuring 222 (two hundred and twenty-two) square metres, situated at Erf 1317B, Mofolo Central Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Single-storey dwelling consisting of two bedrooms, dining-room and kitchen.

The property is zoned residential.

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

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

Signed at Johannesburg on this the 24th day of June 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. M23292/PC.)

GEREGTELIKE VERKOPING OP 23 JULIE 1993

Ter uitwinning van vonnis(se) van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in ondergermelde sake, soos deur Nedcor Bank Beperk verkry, sal verkopings sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), Ou Warmbadpad, Bon Accord, Pretoria-Noord, op 23 Julie 1993 om 11:00, van die ondervermelde eiendomme van die Verweerder(s) op die voorwaardes wat deur die vendusieafslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Saak: 19739/92.

Vonnisskuldenaar: **Hoewe 14, Pyramid Beslote Korporasie CK90/27552/23.**

Eiendom: Hoewe 41, Pyramid Estate-landbouhoewes, Registrasiefadeling JR, Transvaal.

Groot: 9,0458 (nege komma nul vier vyf agt) hektaar.

Gehou kragtens Akte van Transport T37358/92.

Beskrywing: 'n Plot met hoofgeboue in swak toestand. 'n Stoor, afdakke, buitekamer, boorgat en pomp.

Die eiendom is met draad omhein.

Verw.: Mnr. Coetzee/RL/686/92.

Saak: 16699/92.

Vonnisskuldenaar: **A. Nkosi.**

Eiendom: Leasehold Stand 524, Block G, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve.

Groot: 300 (driehonderd) vierkante meter.

Gehou kragtens Akte van Transport T32830/92 (voorheen Sertifikaat van Reg van Huurpag).

Beskrywing: Twee slaapkamers, badkamer, kombuis en 'n sitkamer.

Verw.: Mnr. Coetzee/RL/563/92.

Saak: 6161/93.

Vonnisskuldenaar: **S. A. Lebodi en L. K. Lebodi.**

Eiendom: Erf 2618, Soshanguve-GG, Registrasieafdeling JR, Transvaal.

Groot: 372 (driehonderd twee-en-sewentig) vierkante meter.

Gehou kragtens Akte van Transport T84452/92.

Beskrywing: Drie slaapkamers, badkamer, kombuis en 'n sitkamer.

Verw.: Mnr. Coetzee/RL/189/93.

Saak: 99/93.

Vonnisskuldenaar: **M. S. Masalesa en M. F. Masalesa.**

Eiendom: Erf 691, Soshanguve-HH, Registrasieafdeling JR, Transvaal.

Groot: 475 (vierhonderd vyf-en-sewentig) vierkante meter.

Gehou kragtens Akte van Transport T62347/92.

Beskrywing: Twee slaapkamers, kombuis en 'n sitkamer.

Verw.: Mnr. Coetzee/RL/893/92.

Saak: 7472/93.

Vonnisskuldenaar: **S. J. Malope en R. L. Malope.**

Eiendom: Erf 57, Soshanguve-M, Registrasieafdeling JR, Transvaal.

Groot: 560 (vyfhonderd en sestig) vierkante meter.

Gehou kragtens Akte van Transport T92780/92.

Beskrywing: Platdakwoonhuis bestaande uit drie slaapkamers met ingeboude kaste, badkamer, kombuis met ingeboude kaste, sit-/eetkamer, gesinskamer, afdak en plaveisel.

Die eiendom word voorsien van munisipale water en elektrisiteit en is omhein met baksteenmure.

Verw.: Mnr. Coetzee/RL/2599/92.

Saak: 8397/93.

Vonnisskuldenaar: **P. A. C. Momberg en A. M. Momberg.**

Eiendom: Erf 1356, geleë in die dorp The Orchards-uitbreiding 11, Registrasieafdeling JR, Transvaal, beter bekend as Strausslaan 47, The Orchards-uitbreiding 11.

Groot: 1 220 (eenduisend tweehonderd en twintig) vierkante meter.

Gehou kragtens Akte van Transport T67126/91.

Beskrywing: Onverbeterde erf.

Verw.: Mnr. Coetzee/RL/297/93.

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

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

Geteken te Pretoria op hierdie 16de dag van Junie 1993.

Coetzee Prokureurs, S.A.L.U.-gebou, 15de Verdieping, hoek van Andries en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/RL.)

**Case 1512/91
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 **Hlatshwayo Mandlakayise Absalom**, First Defendant, and **Hlatshwayo Sizakele Ellen**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the office of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5089, Chiawelo Extension 4 Township, Registration Division IQ, Transvaal, measuring 255 (two hundred and fifty-five) square metres, situated at Erf 5089, Chiawelo Extension 4 Township.

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

Dwelling under tiled roof, three bedrooms, bathroom, toilet, lounge, dining-room, kitchen and fenced with wire.

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.

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 29th day of June 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/H13641/SC.)

Case 16654/92
PH 234

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Lot 84 Booyens 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, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 29 July 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: Portion 5 of Erf 84, Booyens Township, Registration Division IR, Transvaal, situation 65-67 Nelson Street, Booyens, Johannesburg, area 1 022 (one thousand and twenty-two) square metres.

Improvements (not guaranteed): Residential property consisting of: *Ground floor:* Kitchen, dining-room and living-room. *First floor:* Three bedrooms, bathroom and storage room. *Outbuildings:* Garage, carport and staff quarters.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. Mr Maisels/bm/F1378.)

Case 2648/93
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd**, Execution Creditor, and **Schneeberger, Jannice Myra**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 29 July 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 131, situated in the Township of Saxonwold, Registration Division IR, Transvaal, being 17 Cotswold Drive, Saxonwold, Johannesburg, measuring 2 024 (two thousand and twenty-four) 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 tiled roof, comprising kitchen, lounge/dining-room, family room, study, bar, sun room, four bedrooms, three bathrooms with outbuildings with similar construction comprising of three garages, two servant's rooms, toilet, bathroom and store-room and swimming-pool.

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

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

Dated at Johannesburg this 25th day of June 1993.

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

Case 29439/92

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 **Shaw, William**, First Execution Debtor, and **Shaw, Marjorie Lynette**, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 29 July 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 963, situated in the Township of Malvern, Registration Division IR, Transvaal, being 60 St Frusquin Street, Malvern, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

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

Dated at Johannesburg this 28th day of June 1993.

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

Saak 58625/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eastern Province Building Society**, Eiser, en **Rikshan Investments (Edms.) Bpk.**, Eerste Verweerder, **Potties Investments (Edms.) Bpk.**, Tweede Verweerder, **Sikander Mahomed**, Derde Verweerder, **Omar Mahomed**, Vierde Verweerder, en **Anveralli Ayob**, Vyfde Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju van Pretoria-Suid te Strubenstraat 142, Pretoria, op 28 Julie 1993 om 10:00, van die ondervermelde eiendom van die Eerste Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju voor die verkoping ter insae sal lê:

Eiendom: Resterende gedeelte van die plaas Erasmia 350, Registrasieafdeling JR, Transvaal, groot 59,5396 hektaar, bestaande uit 'n leë standplaas.

Geen waarborg word in hierdie verband deur ons gegee nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslagselde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Verw. mnr. Niemann/juf. Stoltz/4181.)

Case 1873/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Gidion Christoffel Jansen van Rensburg**, Defendant

A sale in execution will be held on 6 August 1993 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord of:

Portion 1 of Erf 494, situated in Ninapark Extension 5, Registration Division JR, Transvaal, measuring 1 141 square metres, known as 16 Willem Cruywagen Street, Ninapark Extension 5.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling double storey, brick walls, IBR roof, tiles, fitted carpets, lounge, dining-room, study, kitchen, pantry, four bedrooms, two and a half bathrooms, two showers, three w.c.'s, entry hall, family room, TV-room, scullery, open plan office, three garages, servant's room with w.c., brick walls and paving.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney.

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Elzabe Magdalena Van der Merwe**, First Defendant, and **Christiaan Lourens Van der Merwe**, Second Defendant

A sale in execution will be held on 5 August 1993 at 10:00, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Remaining extent of Erf 473 situated in the Township of Mountain View, Registration Division JR, Transvaal, measuring 1 276 square metres, known as 412 Ivor Avenue, Mountain View.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, corrugated iron roof, fitted carpets, wood blocks, novilon, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, three w.c.'s, scullery, TV-room, dressing-room, sewing-room, similar construction to main building garage, servant's room, w.c. attached, three garages separate, double carports, concrete walls, screenwall and gates, drive pavings and borehold with pump.

The conditions of sale may be inspected at the office of the Sheriff Pretoria West.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.8971.)

Saak 21942/92

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

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **Sipho Patrick Tshebesebe**, Eerste Verweerder, en **Thandiwe Marjorie Tshebesebe**, Tweede Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 23 Februarie 1993, en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 23 Julie 1993 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word.

Sekere: Die reg, titel en beland in die onroerende eiendom bekend as Erf 237, Blok FF, Soshanguve, geleë in die woongebied van Sushanguve, groot 851 (agthonderd een-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 1538/91.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping: Kombuis, twee slaapkamer, sitkamer, badkamer en woonkamer met septiese tenk.

Die wesenlike verkoopvoorwaardes is:

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

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

(c) Die koper sal alle nodige bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende alle oordragkoste, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.

(d) Die koper moet 'n deposit van 10% (tien persent) van die koopprijs kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Soshanguve.

Geteken te Pretoria op hierdie 17de dag van Junie 1993.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskasentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/ML/R9022.)

Case 13354/89

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

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd), Plaintiff, and **Samuel Meshack Skosana**, First Defendant, and **Nombulelo Juliet Skosana**, Second Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 16 October 1989, the undermentioned property will be sold in execution on Friday, 30 July 1993 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

The right of leasehold to Stand 37G, Soshanguve, together with all erections or structures thereof in the Residential Area of Soshanguve, measuring 300 square metres, held by the Defendants under Deed of Transfer T32666/1992 (previously Certificate of Right of Leasehold 37), known as Stand 37G, Soshanguve.

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 two bedrooms, bathroom, kitchen and lounge.

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

Signed at Pretoria on this the 29th June 1993.

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

Saak 17127/91

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

In die saak tussen **T. Torre Brickworks (Edms.) Bpk.**, Eiser, en **C. M. Kirsten**, handeldrywende as Akutla Konstruksie, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word deur die Balju, Lydenburg, te Landdroskantoor, Lydenburg, op 28 Julie 1993 om 08:30, van die ondervermelde eiendomme van die Verweerders op die voorwaardes wat deur die Veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju Hooggeregshof, Lydenburg, Burgerstraat 5, Lydenburg, voor die verkoping ter insae sal lê:

1. Gedeelte 4, van Erf 592, Lydenburg, Registrasieafdeling JT, Transvaal, gehou kragtens Akte van Transport T38657/89, groot 1 501 vierkante meter.

Verbeterings: Onverbeterde Erf.

2. Erf 613, geleë in die dorp Lydenburg, Registrasieafdeling JT, Transvaal, groot 2 855 vierkante meter, gehou kragtens Akte van Transport T50382/90.

Verbeterings: Onverbeterde Erf.

3. Erf 630, geleë in die dorp Lydenburg, Registrasieafdeling JT, Transvaal, groot 2 855 vierkante meter, gehou kragtens Akte van Transport T50382/90.

Verbeterings: Onverbeterde Erf.

4. Erf 244, geleë in die dorp Lydenburg, Registrasieafdeling JT, Transvaal, groot 2 855 vierkante meter, gehou kragtens Akte van Transport T64873/87.

Verbeterings: Woonhuis met drie slaapkamers, twee badkamers, swembad, drie motorhuise, buitegebou ingerig soos kantoor.

5. Gedeelte 35 ('n gedeelte van Gedeelte 2) van Erf 1205, Lydenburg, Registrasieafdeling JT, Transvaal, groot 1 300 vierkante meter gehou kragtens Akte van Transport T68360/89.

Verbeterings: Woonhuis met drie slaapkamers, twee badkamers, garage, bediendekamer met toilet.

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

Geteken te Pretoria hierdie 28ste dag van Junie 1993.

D. L. Taljaard, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eiser, Sanlamsentrum, 14de Verdieping, Andriesstraat 252, Pretoria. (Verw. mnr. Taljaard/hr/RB10200.)

Case 2186/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Susan B. Cohen**, Plaintiff, and **Andre Louw**, Defendant

In pursuance of the judgment in the Court of the Magistrate, Kempton Park, and a warrant of execution dated 23 March 1993, the property listed hereunder will be sold in execution on 29 July 1993 at 10:00, in front of the Sheriff's Offices, 8 Park Street, Kempton Park:

Certain unit consisting of Section 13, as shown and more fully described on Sectional Plan SS521/91, in the Scheme known as Aston Place in respect of the land and building or building situate at Kempton Park Extension 4 Township, Local Authority of Kempton Park, of which section the floor area, according to the sectional plan is measuring 90 (ninety) square metres in extent, together with an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST89765/1992, certain exclusive use area described as Parking Area P32, measuring 21 (twenty-one) square metres and held under Notarial Deed of Cession SK5338/1992, consisting of lounge, bathroom, toilet, 2½ bedrooms, kitchen and a carport.

The material conditions of sale are:

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

2. The purchase price shall be paid as to a deposit of 10% (ten per centum) of the date of sale and the unpaid balance together with interest thereon subject to the bank's current lending rates from the date of sale to date of payment thereof, shall be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

3: The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff, Kempton Park.

4. Possession and occupation of the property shall, subject to the rights of any existing tenants, pass to the purchaser upon the sale being effected.

Anita Grobler, Plaintiff's Attorney, 2 Rio Bamba Building, 23 West Street; P.O. Box 486. (Tel. 394-2736/72/75.) (Ref. Miss Grobler/A18/93 C48).

Case 7652/93
PH 128

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Hendry, Paul**, born 29 October 1967, First Defendant, and **Rosario, Michele da Costa**, Id. No. 6810160056087, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 29 July 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, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Portion 1, of Erf 26, Westdene Township, Registration Division IR, Transvaal, being 22 Toby Street, Westdene, Johannesburg, measuring 496 square metres, use zone residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance-hall, lounge, dining-room, three bedrooms, bathroom, shower and toilet, separate shower and toilet, kitchen, garage and servant's quarter.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

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

Dated at Johannesburg on this the 21st day of June 1993.

Bowman Giffillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. PM Carter/GGLIT 442015.)

Case 25026/92
PH 128

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Laidlow, Robert Alan**, born 19 January 1948, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Erf 1950, Parkhurst Township, Registration Division IR, Transvaal, being 42 Sixth Street, Parkhurst, measuring 495 square metres, use zone residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance-hall, lounge, dining-room, three bedrooms, bathroom and separate toilet, kitchen, scullery. Garage, carport, servant's quarter, bathroom and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

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

Dated at Johannesburg on this the 21st day of June 1993.

Bowman Giffillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. PM Carter/GGLIT 387950.)

Case 4733/93
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Lamont, Jenny Elizabeth**, Id. No. 5803080070008, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Erf. 219, Triomf Township, Registration Division IQ, Transvaal, being 7 Best Street, Triomf, measuring 495 square metres, use zone residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, three bedrooms, bathroom and kitchen. Garage and outside toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

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

Dated at Johannesburg on this the 21st day of June 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. PM Carter/GGLIT 427311.)

Case 24191/90
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Hlobotsi, Mamokete Oceania**, born 10 August 1918, First Defendant, and **Molapo, Semaimai Agnes**, Second Defendant, and **Tokwane, Lehlohonolo David**, Third Defendant, and **Molapo, Phumzile Cynthia**, 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 131 Marshall Street, Johannesburg, on Thursday, 29 July 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, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

The right of leasehold in respect of Site 566, Molapo Village/Township, measuring 260 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, two bedrooms and kitchen.

Outbuildings: Room, bathroom and toilet, shower and toilet. Single garage.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

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

Dated at Johannesburg on this the 21st day of June 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. PM Carter/GGLIT 139185.)

Case 16458/91
PH 95IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **First National Bank Ltd**, Plaintiff, and **Duduza Daniel Masilela**, First Defendant, and **Bukeka Monica Masilela**, 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 in front of the Magistrate's Court, Van Riebeeck Street, Westonaria, on Friday, 16 July 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 may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Holding 123, West Rand Agricultural Holdings, Registration Division IQ, Transvaal, measuring 2,0284 (two comma nought two eight four) hectares. The property is situated at Fourth Street, 123 West Rand Agricultural Holdings, Zurbekom and is zoned residential.

The following improvements are reported to be on the property but nothing is guaranteed: A dwelling under tiles consisting of three bedrooms, lounge, dining-room, two bathrooms, toilet, kitchen, carport, two garages and an outbuilding.

The purchase price as to 10% (ten per centum) shall be payable in cash on the day of the sale and as to the balance, together with interest thereon, against registration of transfer within 14 (fourteen) days of the date of sale. Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of R15 000 (fifteen thousand rands) and thereafter 2½% (two and a half per centum) up to a maximum of R5 000 (five thousand rand) and a minimum of R50 (fifty rands).

Dated at Johannesburg on this 25th July 1993.

Dangors, Plaintiff's Attorneys, First Floor, Rassbro Centre, 77 Gernsbok Street, Lenasia, Johannesburg; P.O. Box 127, Lenasia, 1820. (Tel. 854-1326.) (Ref. 7129/MEDjs.)

Case 5484/91
PH 210

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

In the matter between **June Isabel de Agrella**, Plaintiff, and **Daniel de Agrella**, Defendant

In pursuance to an agreement of settlement entered into between the Plaintiff and the Defendant on 8 May 1992, which agreement of settlement was made an order of the above Honourable Court on 8 May 1992, and a warrant of execution dated 20 April 1993, an auction sale will be held on 29 July 1993 at 10:00, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on conditions that may be inspected at his office:

The Defendant's one third undivided right, title and interest to the following properties:

1. Erven 2542, 2543, 2544, 2545, Newlands Township, Registration Division IR, Transvaal, being vacant stands.
2. Erf 2546, Newlands Township, Registration Division IR, Transvaal. The following information is furnished *re* the improvements, though in this respect nothing is guaranteed. Single dwelling with lounge, dining-room, three bedrooms, two bathrooms, kitchen, garage and servants' quarters.
3. Erf 2547, Newlands Township, Registration Division IR, Transvaal. Improvements, though in this respect nothing is guaranteed. Single dwelling with three bedrooms, bathroom, kitchen, dining-room, two garages and servants' quarters.
4. Erf 2548, Newlands Township, Registration Division IR, Transvaal. Improvements, though in this respect nothing is guaranteed. Single dwelling with three bedrooms, lounge, entrance-hall, kitchen, bathroom and two servants' quarters.
5. Erven 2549 and 2550, Newlands Township, Registration Division IR, Transvaal. Improvements, though in this respect nothing is guaranteed. Factory measuring 297,5 square metres.
6. Erf 2551, Newlands Township, Registration Division IR, Transvaal. Improvements, though in this respect nothing is guaranteed. Factory measuring 374 square metres.
7. Erf 2552, Newlands Township, Registration Division IR, Transvaal. Improvements, though in this respect nothing is guaranteed. Factory measuring 437 square metres.
8. Erven 2553 and 2554, Newlands Township, Registration Division IR, Transvaal, being vacant stands.

Terms:

(a) The purchaser shall pay a deposit of 10% of the purchase price in cash on the day of the sale. The balance of the purchase price, with interest on the full purchase price at current bond rates, shall be paid against transfer and shall be secured by a bank or building society guarantee, approved by the Plaintiff's attorney, which shall be delivered to the Deputy Sheriff within fourteen (14) days after the date of sale.

(b) The purchaser shall pay all the auctioneer's charges and commission on the day of sale and, in addition, transfer duty, costs of transfer, and arrear rates, taxes and other charges necessary to effect transfer, upon request by the Plaintiff's attorneys.

Joel Melamed & Hurwitz, 13th Floor, His Majesty's Building, corner of Eloff and Commissioner Streets, P.O. Box 9000, Johannesburg. (Tel. 834-7851.) (Ref. Ms O. de Sousa.)

Saak 4188/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni**, Eksekusieskuldeiser, en **Chimes Properties (Edms.) Bpk.**, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 2 Oktober 1992 en 'n lasbrief vir eksekusie gedateer 23 Oktober 1992, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroshof, Harpurlaan, Benoni, op Woensdag, 4 Augustus 1993 om 11:00:

Gedeelte 46, van die plaas Benoni 77, Registrasieafdeling IR, Transvaal, groot 4 433 vierkante meter.

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

'n Hotel bestaande uit 10 slaapkamers, twee sitkamers, eetkamer, kombuis met drie stowe, twee badkamers en stort. Buitegeboue bestaande uit motorhuis, motorafdek, sewe bediendekamers en twee stoorkamers.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof Benoni, Princeslaan 84, Benoni.
2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.
3. Koopprijs is soos volg betaalbaar:
 - 3.1 Deposito van 10% van die koopprijs is betaalbaar onmiddellik na die verkoping;
 - 3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 30ste dag van Junie 1993.

J. W. A. van Wyk, vir Du Plessis, De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 845-3216.) (Verw. mnr. De Heus/mev. Maartens/CC1570.)

Case 103759/92

PH 238

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Pryner Anthony Matthews**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg and a warrant of execution dated 24 March 1993 the following property will be sold on 6 August 1993 in front of the Magistrate's Court, Fox Street entrance at 10:00, to the highest bidder:

Certain Erf 593, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, measuring 248 (two hundred and forty-eight) square metres and certain Erf 594, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal, held by Deed of Transfer T21144/92 by Pryner Anthony Matthews and Carolyn Dawn Matthews, known as 71 Stonewall Street, Newlands, Johannesburg.

Mortgage Bond B23657/92, in favour of First National Bank of Southern Africa Ltd, for the amount of R130 000 and R26 000 additional amount.

Conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.
2. The following improvements on the property are reported but nothing is guaranteed: Kitchen, bathroom, six additional rooms, construction: Plaster and brick, roof: Tiles, flooring: Novillon and wall to wall carpets, outbuildings: Garage, store and staff quarters seaparate from main building, plaster over brick, roof tiled, three carports: Paved and property walled.
3. **Terms:** The purchaser shall pay 10% (ten per cent) of the purchase price in cash to the Messenger of the Court immediately after the sale, and the unpaid balance, together with interest thereon as determined in the First Bond registered over the property and shall be paid or guaranteed by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.
4. **Conditions:** The full conditions of sale which will be read by the Sheriff of the Court, Johannesburg West, may be inspected at the office of the Messenger of the Court at Second Floor, 32 Von Brandis Street, Johannesburg, and also at the offices of Peter F. Caldwell, North Park Plaza, corner of D. F. Malan Drive and Milner Street, Northcliff, Johannesburg.

Dated at Johannesburg on this the 30th day of June 1993.

P. F. Caldwell, for Peter F. Caldwell, North Park Plaza, corner of D. F. Malan Drive and Milner Street, Northcliff. (Tel. 888-1206/7.) (Ref. PC/hc/F165.)

Saak 699/91

PH 125

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **Omar Hajee Suliman Ebrahim en Rahsid Omar Ebrahim N.O.**, Eisers, en **Favourite Superstore**, Verweerder

Kragtens 'n vonnis in die Landdroshof van Randburg, en 'n geregtelike lasbrief gedateer 10 April 1991, word die volgende eiendom geregtelik verkoop op 3 Augustus 1993 om 10:00, te Erf 417, Marlboro Gardens, en aan die hoogste bieder:

Sekere Erf 417, Marlboro Gardens, groot 1 107 (eenduisend eenhonderd-en-sewe) vierkante meter, gehou deur T35057/1985, bekend as Bagoniastraat 1, Marlboro Gardens. Verband B48276/1985 ten gunste van S.A. Perm, in die bedrag van R170 000 (eenhonderd-en-sewentigduisend rand).

1. Die eiendom sal sonder reserweprijs verkoop word aan die hoogste bieder en sal onderworpe wees aan die bepalings en voorwaardes van die Landdroshofwet en die reëls daaronder vervat en van die titelaktes, in sover dit van toepassing is.
2. Die volgende verbeteringe op die eiendom word aangegee maar niks word gewaarborg nie: Woonhuis en buitegeboue.
3. **Betaling:** Die verkoopprijs sal betaal word teen 10% (tien persent) daarvan by betekening van die verkoopvoorwaardes, en die onbetaalde balans tesame met rente teen die koers vasgestel in die eerste verband geregistreer oor die eiendom sal betaal of verseker word deur goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping.

4. *Voorwaardes*: Die volle verkoopvoorwaardes wat deur die Geregsbode van die Balju, Sandton, voorgelees sal word, onmiddellik voor die verkoping, lê ter insae by die kantore van die Geregsbode, asook by Snaid & Milne, Derde Verdieping, Randparksentrum, D.F. Malanweg, Blackheath.

Gedateer te Blackheath op hierdie 28ste dag van Junie 1993.

P. Snaid, vir Snaid & Milne, Derde Verdieping, Randparksentrum, D.F. Malanweg, Blackheath. (Tel. 678-4562.) (Verw. MW/C2134R.)

Saak 3710/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Jacobus Nicolaas Prinsloo**, Verweerder

Eksekusieverkoping gehou te word te Strubenstraat 142, Pretoria om 10:00, op 28 Julie 1993:

Van Erf 65, geleë in die dorpsgebied van Rooihuiskraal-Noord, Pretoria, Registrasieafdeling JR, Transvaal, grootte 1 110 m² (eenduisend eenhonderd-en-tien) vierkante meter. Die eiendom is geleë en staan bekend as Goshawkstraat 143, Rooihuiskraal-Noord, Pretoria.

Verbeterings bestaan uit: Eetkamer, drie slaapkamers, kombuis, twee badkamers, sitkamer, geteelde dak, twee garages, baksteenomheining, steenplaveisel en swembad.

'n Substansiële bouverenigingverband kan gereël word vir die goedgekeurde koper.

Terme: 10% (tien persent) kontant op dag van die verkoping en die balans teen oordrag wat verseker moet word deur 'n goedgekeurde waarborg, wat verskaf moet word binne 21 (een-en-twintig) dae na datum van die verkoping. Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Pretoria-Suid.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/SB310.)

Saak 322/92

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

In die saak tussen **United Bank** ('n divisie van ABSA Bank Bpk.), Eiser, en **Nicolaas Francois Herbst**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, en 'n lasbrief vir eksekusie gedateer 1 Februarie 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, Parkstraat 8, Kempton Park, aan die hoogste bieder op 12 Augustus 1993 om 10:00:

Erf 44, Edleen-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 033 (eenduisend drie-en-dertig) vierkante meter, bekend as Crypto Mariastraat 17, Edleen, Kempton Park.

Voorwaardes van verkoping:

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

2. Die volgende verbeteringe op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis: Sitkamer, eetkamer, familiekamer, kombuis, drie slaapkamers, badkamer, badkamer/toilet.

Buitegeboue: Enkelgarage, bediendekamer en toilet.

Ander: Betonmuur, plaveisel, patio, swembad, werkskamer.

3. *Terme*: Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans, tesame met rente vanaf datum van verkoping tot datum van registrasie van transport, teen 'n rentekoers van 20% (twintig persent) per jaar, sal binne veertien (14) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes*: Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

C. A. McKenzie, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Negende Verdieping, Unitedgebou, Centraallaan 16A, Privaatsak 53, Kempton Park, 1620. (Verw. mnr. McKenzie/GB/DB.)

Saak 69040/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Johannes Cornelis Lubbe**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 9 Maart 1992, sal die ondervermelde eiendom op 24 Julie 1993 om 09:00, deur die Balju, Barberton, voor die Landdroshofkantoor Barberton, aan die hoogste bieder geregtelik verkoop word:

Erf 3106, Marloth Park Vakansiedorp, Registrasieafdeling JU, Transvaal, groot 1 944 vierkante meter, gehou kragtens Akte van Transport T41631/1987, bekend as Erf 3106, Berghaanstraat, Marloth Park.

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

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Barberton, Shebaweg 103, Barberton, en bevat onder andere die volgende:

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

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

Geteken te Pretoria hierdie 4de dag van Junie 1993.

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

Saak 41219/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Kenneth Robert Strauss Saunders**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 17 Augustus 1992, sal die ondervermelde eiendom op 24 Julie 1993 om 09:00, deur die Balju, Barberton, voor die Landdroskantoor Barberton, aan die hoogste bieder geregtelik verkoop word:

Erf 3831, Marloth Park Vakansiedorp, Registrasieafdeling JU, Transvaal, groot 1 750 vierkante meter, gehou kragtens Akte van Transport T48168/1987, bekend as Erf 3831, Birdlaan, Marloth Park.

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

Sonering: Residensiële.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Barberton, Shebaweg 103, Barberton, en bevat onder andere die volgende:

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

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

Geteken te Pretoria hierdie 4de dag van Junie 1993.

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

Saak 1251/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.** (voorheen bekend as Saambou-Nasionale Bouvereniging), Eiser, en **Jan Bernardus Nel**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 23 Februarie 1993, sal die ondervermelde eiendom op 23 Julie 1993 om 11:00, deur die Balju, Wonderboom, te Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder geregtelik verkoop word:

(a) Deel 26, soos getoon en vollediger beskryf op Deelplan SS20/81, in die gebou of geboue bekend as Jakarandahof, geleë ste Erf 1082, Pretoria-Noord-dorpsgebied Plaaslike Owerheid Stadsraad van Pretoria, waarvan die vloeroppervlakte volgens genoemde deelplan 72 (twee-en-sewentig) vierkante meter groot is en;

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op genoemde Deelplan toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel.

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST20/1981 (26) (Unit), bekend as Jakarandahof 206, Burgersstraat, Pretoria-Noord, Transvaal.

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

Sonering: Residensiële.

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

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

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

Geteken te Pretoria hierdie 15de dag van Junie 1993.

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

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

In the matter between **Omar Ebrahim Investments**, Plaintiff, and **Favourite Superstore**, Defendant

In pursuance of a judgment of the above Honourable Court obtained on 24 July 1991, and warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Court, Randburg, on 3 August 1993 at 10:00, to the highest bidder:

Certain: Erf 417, Marlboro Gardens Township, measuring 1 107 square metres, held by Deed of Transfer T35057/1985, known as 1 Bagonia Street, Marlboro Gardens, Bond B48276/1985, I.F.O. S.A. Perm in the amount of R170 000.

1. The property will be sold without reserve to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules incorporated therein and of the Deeds Registries Act, in so far as may be applicable.

2. The following improvements are on the property but not guaranteed: Dwelling and outhouses.

3. *Payment:* The purchase price shall be paid as to 10% (ten per cent) on the signing of the offer to purchase, and the outstanding balance together with interest as stated in the First Bond registered over the property to be secured by bank or building society guarantee within fourteen (14) days of the date of the sale.

4. *Conditions:* The full conditions of sale which will be read by the Sheriff before the sale may be inspected at the offices of the Sheriff as well as attorneys Snaid & Milne, Third Floor, Randpark Centre, D. F. Malan Drive, Blackheath.

Dated at Blackheath on this the 28th day of June 1993.

Snaid & Milne, Third Floor, Randpark Centre, D. F. Malan Drive, Blackheath. (Tel. 678-4562.) (Ref. MW/C2 134 R.)

Saak 3460/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Nowell Joel Diutlwileng**, Eerste Verweerder, en **Dina Nontozifani Diutlwileng**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 9 Oktober 1992, sal die ondervermelde eiendom geregtelik verkoop word op 30 Julie 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 4972, Mhlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 256 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL15980/1991, bekend as Erf 4972, Mhlakeng-uitbreiding 3, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sementteëldak wat bestaan uit twee slaapkamers, badkamer, kombuis, gekombineerde sit-/eetkamer, daar is geen buitegeboue nie en die perseel is omhein met draad.

Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N478.)

Saak 2806/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Sekodane Dorothy Mokone**, Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 7 September 1992, sal die ondervermelde eiendom geregtelik verkoop word op 30 Julie 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 2913, Mhlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 258 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL29359/1989 bekend as Sibekostraat 2913, Mhlakeng, Randfontein, waarop opgerig is 'n losstaande enkelverdiepingwoonhuis onder 'n sinkdak wat bestaan uit 'n slaapkamer, kombuis, gekombineerde sit-/eetkamer, die buitegeboue bestaan uit 'n motorhuis en 'n kamer en die perseel is omhein met draad.

Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N454.)

Saak 4357/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Molefi Elias Nyama**, Eerste Verweerder, en **Mosholi Maria Nyama**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 22 Desember 1992, sal die ondervermelde eiendom geregtelik verkoop word op 30 Julie 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 4832, Mhlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 307 vierkante meter, gehou kragtens Sertifikaat van Geregistreeerde Huurpag TL1485/1990, bekend as Erf 4832, Mhlakeng-uitbreiding 3, Randfontein, waarop opgerig is 'n losstaande enkelverdieping woonhuis onder 'n sementteëldak wat bestaan uit twee slaapkamers, badkamer met aparte toilet, kombuis, gekombineerde sit-/eetkamer, daar is geen buitegeboue nie en die perseel is omhein met beton muur.

Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N507.)

Saak 4268/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Mbhazima Joseph Ngobeni**, Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 22 Desember 1992, sal die ondervermelde eiendom geregtelik verkoop word op 30 Julie 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang, Randfontein, aan die hoogste bieder, naamlik:

Erf 5152, Mhlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 240 vierkante meter, gehou kragtens Sertifikaat van Geregistreeerde Huurpag TL53988/1989, bekend as Erf 5152, Mhlakeng-uitbreiding 3, Randfontein, waarop opgerig is 'n losstaande enkelverdieping woonhuis onder 'n sementteëldak wat bestaan uit 'n slaapkamer, badkamer, kombuis, gekombineerde sit-/eetkamer, daar is geen buitegeboue en die perseel is omhein met draad.

Geen waarborg word egter gegee ten opsigte van voorgaande omskrywing nie.

Voorwaardes: R5 000 of 10% (tien persent) van die koopsom wat ookal die meeste is, in kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging se waarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belasting, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word. Die eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

C. J. Oosthuizen, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. CJO/CC/N500.)

Case 2790/93

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

In the matter between **Saambou Bank Ltd**, Plaintiff, and **Mbayi Ezra Msiza**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 12 May 1993 and a writ of execution dated 12 May 1993 the following will be sold in execution without reserve to the highest bidder on 6 August 1993 at 15:00 at:

The office of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs.

Certain Erf 75, Wright Park Township, Registration Division IR, Transvaal, measuring 996 (nine hundred and ninety-six) square metres, held by the Defendant under Deed of Transfer T53926/92 dated 17 November 1992.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed: Asbestos building with corrugated iron roof consisting of three bedrooms, lounge/dining-room, bathroom, toilet and kitchen.

Outbuildings: Servant's room, toilet and carport.

Other: Swimming-pool.

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee, acceptable to the Execution Creditor's attorneys, which guarantee shall be delivered within 14 (fourteen) days of this sale.

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

Dated at Springs this 25th day of Springs 1993.

Kruger & O'Connell, Parklaan 22, Springs. (Verw. mnr. O'Connell/HS126.)

Case 1312/93

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

In the matter between **Saambou Bank Ltd**, Plaintiff, and **Hetisane Phineas Sibuyi**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs dated 1 April 1993 and a writ of execution dated 1 April 1993 the following will be sold in execution without reserve to the highest bidder on 6 August 1993 at 15:00, at:

The office of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs.

Certain: Erf 13896, kwaThema Extension 2 Township, Registration Division IR, Transvaal, measuring 286 (two hundred and eighty-six) square metres, held by the Defendant under Certificate of Registered Leasehold TL6268/90, dated 19 February 1990.

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

Outbuildings: None.

Other: None.

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee, acceptable to the Execution Creditor's attorneys, which guarantee shall be delivered within 14 (fourteen) days of this sale.

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

Dated at Springs this 25th day of Springs 1993.

Kruger & O'Connell, Parklaan 22, Springs. (Verw. mnr. O'Connell/HS126.)

Case 1311/93

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

In the matter between **Saambou Bank Ltd**, Plaintiff, and **Patric Jabulane Shongwe**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 30 March 1993 and a writ of execution dated 1 April 1993 the following will be sold in execution without reserve to the highest bidder on 6 August 1993 at 15:00 at:

The office of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs.

Certain Erf 14155, kwaThema Extension 2 Township, Registration Division IR, Transvaal, measuring 307 (three hundred and seven) square metres, held by the Defendant under Certificate of Registered Leasehold TL39201/90, dated 8 October 1990.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed: Brick building under tile roof consisting of two bedrooms, lounge, bathroom and kitchen.

Outbuildings: Toilet and garage.

Other: None.

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee, acceptable to the Execution Creditor's attorneys, which guarantee shall be delivered within 14 (fourteen) days of this sale.

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

Dated at Springs this 25th day of Springs 1993.

Kruger & O'Connell, Parklaan 22, Springs. (Verw. mnr. O'Connell/HS126.)

Saak 17025/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.** (voorheen Saambou-Nasionale Bouvereniging), Eiser, en **Mathys Johannes Wessels**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 3 November 1992, sal die ondervermelde eiendom op 28 Julie 1993 om 10:00, deur die Balju, Pretoria-Oos, te Strubenstraat 142, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Erf 36, Garsfontein-uitbreiding 7, Registrasieafdeling JR, Transvaal, groot 1 190 vierkante meter, gehou kragtens Akte van Transport T86767/91, bekend as Kommetjie Singel 414, Garsfontein, Pretoria.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis bestaande uit portaal, sitkamer, eetkamer, gesinskamer, studeerkamer, kombuis, drie slaapkamers, badkamer, aparte toilet en dubbel motorhuis.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Strubenstraat 142, Pretoria, en bevat onder andere die volgende:

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

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

Geteken te Pretoria hierdie 16de dag van Junie 1993.

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

Saak 4119/91

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

In die saak tussen **Willem Jacobus Smit**, Eiser, en **Maria Elizabeth Coertze**, Verweerder, en **Zeerust Truck Station BK**, Derde Party

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) en lasbrief gedateer 3 Februarie 1993 in bogemelde saak, word 'n openbare veiling met geen reserve prys deur die Adjunkbalju vir die distrik Marico, te die Landdroskantore, Presidentstraat, Zeerust, gehou op 23 Julie 1993 om 10:00, volgens voorwaardes wat nou by die Adjunkbalju vir die distrik Marico se kantoor te hoek van President- en Coetzeestraat, Zeerust, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 450, geleë in die dorp Zeerust, Registrasieafdeling JP, Transvaal, groot 5 710 vierkante meter, waarop opgerig is 'n woonhuis van baksteenmure onder 'n sinkdak met buitegeboue, geen waarborge betreffende verbeterings word gegee nie.

Terme: Tien persent (10%) van die koopprys en alle afslaersgelde in kontant op die veilingsdag, die saldo teen oordrag wat verseker moet word deur 'n aanvaarbare bank- of bougenootskapwaarborg wat binne 7 (sewe) dae van die veilingsdatum by die Adjunkbalju ingelewer moet wees. Hereregte, BTW indien enige, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied moet betaal word op versoek van die prokureur van die Eiser.

Van der Merwe & Calitz, Prokureur vir Eiser, Kerkstraat 39B, Posbus 53, Zeerust.

Case 103/93

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

In the matter between **ABSA Bank Ltd**, trading as United Bank Ltd, Plaintiff, and **Ella Petronella Henning**, Defendant

A sale in execution of the property described hereunder will take place on 28 July 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

Erf 1774, Mayberry Park Township, Registration Division IR, Transvaal, measuring 984 (nine hundred and eighty four) square metres.

Property known as 16 Redwood Street, Mayberry Park, Alberton, situated in the Residential area.

Improvements: Brick under tile dwelling comprising: Lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage and servant's room.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this the 30th day of June 1993.

Jack Sherman, Plaintiff's Attorneys, Second Floor, United Building, 24 Voortrekker Road, Alberton, 1450.

Saak 12981/90

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

In die saak tussen **O.T.K (Koperatief) Bpk.**, Eiser, en **Willem Christiaan Theron**, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie gedateer 18 September 1990, sal die hieronder-vermelde eiendom geregtelik, verkoop word op Vrydag, 23 Julie 1993 om 10:00, te die kantoor van die Landdros, Bronkhorstspuit, aan die persoon wat die hoogste aanbod maak.

(a) 2/7 aandeel van resterende gedeelte van Gedeelte 5 ('n gedeelte van Gedeelte 2) van die plaas Leeuwfontein 487, Registrasieafdeling JR, Transvaal, groot 81,3595 hektaar, gehou kragtens Akte van Transport T32694/1989.

(b) 2/7 aandeel van resterende gedeelte van Gedeelte 7 ('n gedeelte van Gedeelte 2) van die plaas Leeuwfontein 487, Registrasieafdeling JR, Transvaal, groot 9,4847 hektaar, gehou kragtens Akte van Transport T32694/1989.

(c) 2/7 aandeel van resterende gedeelte van Gedeelte 12 ('n gedeelte van Gedeelte 6) van die plaas Leeuwfontein 487, Registrasieafdeling JR, Transvaal, groot 155,3926 hektaar, gehou kragtens Akte van Transport T32694/1989.

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, Bronkhorstspuit, Cornelisstraat 41, Bronkhorstspuit.

Geteken te Pretoria hierdie 2de dag van Julie 1993.

E. J. V. Penzhorn, vir MacRobert De Villiers Lunnon & Tindall Ing., Prokureur vir Eiser, Unitedgebou 501, Andriesstraat 263, Pretoria. (Tel. 28-6770.) (Verw. H257903/LC/JO.)

Case 2789/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SPRINGS HELD AT SPRINGS**

In the matter between **Saambou Bank Ltd**, Plaintiff/Execution Creditor, and **Jan Jacob Andries Kaltwasser**, Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 13 May 1993, and a writ of execution dated 13 May 1993, the following will be sold in execution without reserve to the highest bidder on 6 August 1993 at 15:00, at the office of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 1738, Springs Extension Township, Registration Division IR, Transvaal, measuring 747 (seven hundred and forty seven) square metres, held by the Defendant under Deed of Transfer T51057/1989 dated 28 November 1989.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed: Brick building under tile roof, consisting of three bedrooms, lounge, bathroom, kitchen and verandah. *Outbuildings:* Servant's room and garage. *Other:* None.

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the date of sale and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee, acceptable to the Execution Creditor's attorneys, which guarantee shall be delivered within 14 (fourteen) days of this sale.

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

Dated at Springs this 25th day of June 1993.

Kruger & O'Connell, 22 Park Avenue, Springs. (Ref. Mr O'Connell/HS126.)

Case 32438/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Agatha Johanna van der Westhuizen**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 28 July 1993 at 10:00:

Erf 207, situated in the Township of Lynnwood, Registration Division JR, Transvaal, measuring 1 963 (one thousand nine hundred and sixty-three) square metres, known as 2 The Old Fort Road, Lynnwood.

Particulars are not guaranteed.

Dwelling: Entrance hall, lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms, study, scullery, pantry, laundry, double garage, carport plus patio, two staffrooms, two store-rooms, toilet and bathroom.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 X242.) (Ref. N1/B-371714/JAA/M. Oliphant.)

Case 29616/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA**

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Christian Veron Landman**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 28 July 1993 at 10:00:

(a) Deel 2 as shown on Sectional Plan SS10/91, in the building Areskutanweg 3, situated at Erf 751, Valhalla Township, Local Authority, City Council of Pretoria, measuring 82 (eighth-two) square metres; and;

(b) An undivided share in the common property in the land and building held under Certificate of Registered Sectional Title ST10/92 (2) (Unit), dated 15 February 1991, known as Deut No. 2, Areskutanweg 3, 60 Alaric Road, Valhalla, Pretoria.

Particulars are not guaranteed.

Duet: Lounge, dining-room, kitchen, two bedrooms, bathroom, single garage, toilet and swimming-pool.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 X242.) (Ref. N1/B-371716/JAA/M. Oliphant.)

Case 32441/93

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Cornelius Coenraad Scheepers**, First Defendant, and **Belinda Scheepers**, Second Defendant

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

Remaining Portion of Erf 732, situated in the Township of Mountain View (Pretoria), Registration Division JR, Transvaal, measuring 1 216 (one thousand two hundred and sixteen) square metres, known as 1106 Merweda Street, Mountain View.

Particulars are not guaranteed.

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

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 X242.) (Ref. N1/B-371769/JAA/M. Oliphant.)

Case 30642/93

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

In the matter between **ABSA Bank Ltd** (Allied Division) Plaintiff, and **Johan Beukes**, First Defendant, and **Cecilia Johanna Beukes**, Second Defendant

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

Erf 393, in the Township Danville, Registration Division JR, Transvaal, measuring 496 (four hundred and ninety-six) square metres, known as 206 Dannhauser Avenue, Danville.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, two bedrooms, bathroom and toilet.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/B-371739/JAA/J. S. Herbst.)

Case 2639/93

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Jacobus Johannes Prinsloo**, First Defendant, and **Anna Jacoba Prinsloo**, 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 July at 11:00:

Erf 746, in the Township of The Orchards Extension 11, Registration Division JR, Transvaal, measuring 639 square metres, known as 86 Strydom Street, The Orchards Extension 11.

Particulars are not guaranteed.

Vacant land.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/B-366557/JAA/M. Oliphant.)

Case 29390/93

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Wessel Matthys Wood**, First Defendant, and **Cathrina Elizabeth Maria Wood**, Second Defendant

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

(a) Section 47, as shown on Sectional Plan SS35/1981, in the building Esperanto, situated at Erf 2842, Pretoria, Registration Division JR, Transvaal, Local Authority, City Council of Pretoria, measuring 70 (seventy) square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST65582/92 dated 7 July 1992.

Known as: Flat 804, Esperanto, 187 Skinner Street, Pretoria.

Particulars are not guaranteed.

Flat: Lounge, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x242.) (Ref. N1/B-371710/JAA/M. Oliphant.)

Case 32434/93

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Ludwig Adriaan Duvenage**, First Defendant, and **Margaretha Tabita Duvenhage**, Second Defendant

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

Portion 1 of Erf 183, situated in the Township of Pretoria Gardens, Registration Division JR, Transvaal, measuring 991 square metres, known as 591 Ernest Street, Pretoria Gardens, 0082.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, schullery, five bedrooms, two bathrooms, staff room and garage.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x242.) (Ref. N1/B-371765/JAA/M. Oliphant.)

Case 32436/93

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Johannes Anthoni van Leersum**, Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 28 July 1993 at 10:00:

Erf 1081, situated in the Township of Lyttelton Manor Extension 1, Registration Division JR, Transvaal, measuring 1 487 square metres, known as 371 Celliers Street, Lyttelton, Verwoerdburg.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, single garage, staff room and toilet.

Inspect conditions at Sheriff, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 x242.) (Ref. N1/B-371767/JAA/M. Oliphant.)

Case 8214/93
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 **Dougherty, John Desmond**, 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 July 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 47, as shown and more fully described on Sectional Plan SS64/1984, in the building or buildings known as Taunton Place, measuring 66 m², held by the Defendant under Certificate of Registered Sectional Title ST64/1984 (47)(Unit), being 47 Taunton Place, Esselen Street, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, bedroom, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 26th day of May 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cvdm.) (Account Z65870.)

Case 4132/93
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 **Mnisi, Semete Simion**, First Defendant, and **Mnisi, Mirriam Zinzile**, 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 July 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:

Portion 2 of Erf 774, Kew Township, Registration Division IR, Transvaal, measuring 1 784 m², held by the Defendants under Deed of Transfer T80157/91, being 104 First Street, Kew, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, TV-room, dining-room, study, five bedrooms, two bathrooms/w.c., kitchen, bar, single garage, double garage, two servants' quarters, outside bathroom, and kitchen, cottage consisting of lounge, TV-room, dining-room, two bedrooms, bathroom 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 26th day of May 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cvdm.) (Account Z65084.)

**Case 9407/93
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 **Tilli, Vincenzo**, 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 July 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:

Portion 16 of Erf 1735, Triomf Township, Registration Division IQ, Transvaal, measuring 495 m², held by the Defendant under Deed of Transfer T36305/91, being 22 Tucker Street, Triomf, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, single garage, servants' quarters and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 26th day of May 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cvdm.) (Account Z67505.)

**Case 4815/93
PH 267**

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Naude, Jacobus Adriaan**, First Defendant, and **Naude, Frederika Elizabeth**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 29 July 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Portion 1 of Erf 328, Vereeniging Township, Registration Division IQ, Transvaal, measuring 991 m², held by the Defendants under Deed of Transfer T50586/1991, being 71 Kruger Avenue, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, kitchen, pantry, three bedrooms, bathroom/w.c., w.c. and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand) on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 9th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z56016/FCLS/WR/Mr brewer/djl.) (Account Z56016.) Or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 2618/93
PH124IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Pamela Ann Cahn**, First Defendant, and **Pierre Cahn**, Second Defendant

A sale without reserve will be held at the Sheriff's Office, Unit 2 Northview, 45 Richard Drive, Halfway House, on Wednesday, 4 August 1993 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale.

Erf 159, Woodmead Township, Registration Division IR, Transvaal, being 26 Lincoln Street, Woodmead, measuring 3 966 square metres.

Improvements described hereunder are not guaranteed.

Main building: 304 square metres. Entrance-hall, lounge, dining-room, family room, study, three bedrooms, bathroom, w.c./shower, scullery and kitchen.

Outbuildings: 121 square metres. Two garages, two servant's rooms, w.c./shower, swimming-pool, borehole and two bedroomed cottage.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on the date of sale.

Dated at Johannesburg this 16th day of June 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 4744/89
PH144IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **Small Business Development Corporation Ltd**, Plaintiff, and **Phineas Maleeme**, Defendant

In pursuance of a judgment of the above Honourable Court dated 18 April 1989, and in pursuance of a writ of execution dated 13 November 1989, the following immovable property will be sold in execution to the highest bidder on Thursday, 29 July 1993 at 10:00:

Erf 1959, Moroka Township, measuring 499 square metres, consisting of an elegant double storey residence in excellent condition, situated at 1959 Moroka.

Dated at Johannesburg on this 7th day of June 1993.

John G. Hunter, Plaintiff's Attorney, Sixth Floor, Rashers Corner, 70 Loveday Street, Johannesburg. (Tel. 832-1401.) (Ref. Mr Hunter/svm/SB(I) 055.)

Case 9170/90

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Zoe Virginia Edith Malherbe**, Defendant

In pursuance of a judgment, in the Court of the Magistrate of Randburg, and writ of execution the property listed hereunder will be sold in execution on Tuesday, 3 August 1993 at 10:00, in front of the Court-house, Randburg, by the Sheriff of the Court, Sandton:

Erf 9, Kleve Hill Park Township, situated at 27 Astor Road, Kleve Hill Park, Sandton, measuring 2 003 square metres.

Improvements described hereunder are not guaranteed:

Main building: 265 square metres, brick under tile, entrance-hall, lounge, dining-room, family room, four bedrooms, dress room, kitchen, bathroom/w.c. and bathroom/w.c./shower.

Outbuildings: 72 square metres, two servants' rooms, bathroom/w.c., store-room, pool/filter, patio, paved drives, yard walls and two garages.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff of Court's commission payable by purchaser on date of sale.

Dated at Sandton this 15th day of June 1993.

K. J. Braatvedt, for Smith, Jacobs & Braatvedt, Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City, Sandton. (Tel. 883-2740.) (Ref. K. J. Braatvedt/Id.)

Case 3613/93

PH 267

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Mothlabane Israel**, 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 July 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 71, as shown and more fully described on Sectional Plan SS94/1985 (the sectional plan), in the building or buildings known as Da Gama Court, situate at Johannesburg Township, Local Authority, Johannesburg, measuring 74 m², held by the Defendant under Certificate of Registered Sectional Title ST94/1985(71), being Unit 71, Da Gama Court, 16 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, dining-room, bedroom, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100,00 (one hundred rand)] on the proceeds of the sale up to the price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R100,00 (one hundred rand).

Dated at Johannesburg this 28th day of May 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Glyn/Mr Roos/NG/cvdn.) (Account No.: Z57970).

Case 4740/91

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

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Arumugam Gounden**, First Defendant, married in community of property to Parvathy Gounden, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 20 June 1991 and writ of execution dated 8 January 1993, the following property will be sold in execution on Wednesday, 4 August 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johria Building, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain: Erf 861, Palm Ridge Township, Registration Division IR, Transvaal, street address 80 Celtis Street, Palm Ridge, Germiston, measuring 806 square metres, held by the Defendant in his/her name under Deed of Transfer T67400/1990 dated 12 October 1990.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge, dining-room, three bedrooms, two bathrooms and kitchen.

Outbuildings: None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 18,50% (eighteen comma five zero per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 29th day of June 1993.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, Allied House, First Floor, 36 The Boulevard, Alberton. (Tel. 907-2329/2359/2957/8638.) (Ref. Miss J. Hayward.)

Saak 2078/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **M. H. Twetwa**, Eerste Verweerder, en **C. N. Twetwa**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 14 Mei 1993, sal die ondervermelde eiendom op 28 Julie 1993 om 10:00, aan die hoogste bieder by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 9381, Kagiso-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 267 (tweehonderd sewe-en-sestig) vierkante meter, ook bekend as Erf 9381, Kagiso, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

Die voorwaardes van die sertifikaat van geregistreerde huurpag.

Die volledige verkoopvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring:

Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang, kombuis, gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme*: 10% (tien persent) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 19,25% (negentien komma twee vyf persent) welke rente bereken moet word op die eisbedrag van die Skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 22ste dag van Junie 1993.

Willem C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. WVR/LM/IS1670/S211.)

Case 5032/91

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

In the matter between **Saambou Bank Ltd**, Plaintiff, and **Moses Mafu Mncunza**, First Defendant, and **Nomatemba Ndlela**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 4 July 1991 and writ of execution dated 21 January 1993, the following property will be sold in execution on Wednesday, 28 July 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johria Building, 4 Du Plessis Street, Alberton, to the highest bidder, viz:

Certain: All right, title and interest in the leasehold in respect of Erf 9692, Tokoza Extension 2 Township, street address 9692 Tokoza Extension 2, measuring 270 square metres, held under Certificate of Registered Grant of Leasehold TL35221/1990 dated 7 September 1990.

Zone: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Lounge/dining-room, two bedrooms, bathroom and kitchen.

Outbuildings: None.

1. *Terms*: 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 21,75% (twenty-one comma seven five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 25th day of June 1993.

B. J. Van der Walt & Schoeman, Plaintiff's Attorneys, Allied House, First Floor, 36 The Boulevard, Alberton. (Tel. 907-2329/2359/2957/8638.) (Ref. Miss J. Hayward.)

Case 9846/92

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

In the matter between **S J Naude & Klopper**, Plaintiff, and **D. M. Hall**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Alberton, dated 7 December 1992, and a warrant of execution dated 8 April 1993, the following property will be sold in execution without reserve to the highest bidder on 28 July 1993 at 10:00, at the Sheriff of the Court Offices, Johria Hof, 4 Du Plessis Street, Florentia, Alberton:

Erf 8, Verwoerdpark Township, Registration Division IR, Transvaal, also known as 30 Bloutulp Avenue, Verwoerdpark, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T27760/1990.

The property has been improved by the erection of a dwelling-house and the normal outbuilding.

Improvements (not warranted to be correct): Lounge, three bedrooms, dining-room, TV-room, kitchen, two bathrooms, one with a shower, laundry, double garage, swimming-pool (half finished), tiled roof and fenced.

Terms and conditions:

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

2. *Conditions:* The full conditions of sale may be inspected prior to the day of the sale at the offices of the Sheriff of the Court, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

The said conditions will be read out by the Sheriff of the Court immediately prior to the sale.

3. Where the purchaser pay or will pay all amounts necessary to obtain transfer of the property, including transfer costs, transfer duty and/or VAT.

S. N. Naude, for S. J. Naude & Kloppe, Plaintiff's Attorneys, 1-12 Van Riebeeck Building, 42 Van Riebeeck Avenue, P.O. Box 34, Alberton. (Tel. 907-2730.) (Ref. S. N. Naude/PB.)

Case 33350/92
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 **Lorenzo Antonio Lucchetta**, First Defendant, and **Anna Lucchetta**, 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, Alberton, at Johria Hof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 28 July 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 of the Court, Alberton, at Johria Hof, 4 Du Plessis Street, Florentia, Alberton:

Erf 352, Brackendowns Township, Registration Division IR, Transvaal, measuring 1 080 square metres, held by the Defendants under Deed of Transfer T7173/1980, being 9 Bergroos Street, Brackendowns, Alberton.

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 and kitchen.

Outbuildings: Two garages, servant's room, separate w.c., swimming-pool, study and playroom.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum R100 (one hundred rand) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 15th day of June 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 Z60863.)

Case 8215/93
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 **Luisa Maria Alves Dos Santos**, 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 July 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 of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 30, as shown and more fully described on Sectional Plan SS48/1982, in the building or buildings known as Tanmor Court, measuring 41 square metres, held by the Defendant under Certificate of Registered Sectional Title ST48/1982 (30) (Unit), being 303 Tanmor Court, 8 Soper Road, Berea.

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

The dwelling consists of lounge, bedroom, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum R100 (one hundred rand) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 19th day of May 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 Z65867.)

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 **Julian Patrick Joyce**, 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 July 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 of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

Portion 29 of Erf 4, Oakdene Township, Registration Division IR, Transvaal, measuring 991 square metres, held by the Defendant under Deed of Transfer T30274/91, being 14 Hartjies Road, Oakdene, Johannesburg.

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

The dwelling consists of entrance-hall, dining-room, lounge, family room, three bedrooms, two bathrooms/w.c., kitchen, bar, study, servant's room and outside toilet.

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 R100 (one hundred rand) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 26th day of May 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cvdr.) (Account Z66247.)

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 **Gary Sage**, First Defendant, and **Shiela Joy Sage**, 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 July 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 of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg.

Portion 1 of Erf 41, Craighall, Registration Division IQ, Transvaal, measuring 1 500 square metres, held by the Defendants under Deed of Transfer T69166/91, being 29 Waterfall Avenue, Craighall, Johannesburg:

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

The dwelling consists of three bedrooms, entrance-hall, lounge, family room, study, kitchen, pantry, two bathrooms, w.c./shower, cloakroom, four garages, bathroom/w.c. and two servants' rooms.

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 R100 (one hundred rand) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/sam.) (Account Z67538.)

Case 7591/93
PH 267IN 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 **Frans Dirk Jacobus van Wyk**, First Defendant, and **Catharina Maria van Wyk**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 29 July 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 Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston.

Erf 75, Rondebult Township, Registration Division IR, Transvaal, measuring 1 041 square metres, held by the Defendants under Deed of Transfer T28546/92, being 30 Platberg Street, Rondebult, Germiston.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, shower/w.c., servant's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, [minimum R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 8th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/sam.) (Account Z66205.)

Case 19950/91
PH 267IN 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 **Barbara Gail Stroud**, First Defendant, and **Richard Charles Stroud**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 27 July 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 186, Jukskei Park Township, Registration Division IQ, Transvaal, measuring 1 487 square metres, held by the Defendants under Deed of Transfer T30242/1989, being 186 Platina Street, Jukskei Park, Randburg.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms, kitchen, garage, servant's room, shower and toilet.

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 R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 4th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/cb.) (Account Z25287.)

Case 9651/93
PH 267IN 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 **Kenneth Beckmann**, First Defendant, and **Hilda Beckmann**, 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 July 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 459, Eldorado Park Township, Registration Division IQ, Transvaal, measuring 315 square metres, held by the Defendants under Deed of Transfer T45067/1988, being 459 Toermalyn Street, Eldorado Park.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom, separate w.c., kitchen, garage and w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or 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 R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 4th day of June 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 Z67336.)

Case 4136/93
PH 267IN 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 **Maria Adelaide Nunes Vieira Peter**, First Defendant, and **Michael Richard Peter**, 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 July 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:

Portion 1 of Erf 2073, Houghton Estate Township, Registration Division IR, Transvaal, measuring 2 366 square metres, held by the Defendants under Deed of Transfer T17574/1990, being 9 14th Avenue, Lower Houghton, 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, bathroom/w.c., kitchen, garages, workshop, store-room, bathroom/w.c., laundry/w.c./shower.

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 R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this 4th day of June 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 Z46151.)

Case 7284/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Morris, Hendrik**, First Defendant, and **Morris, Corrie**, 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, Alberton at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 28 July 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 Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Stand 1528, Edenpark Township, Registration Division IR, Transvaal, measuring 702 m², held by the Defendants under Deed of Transfer T22575/88, being 191 Petersen Road, Edenpark, Alberton.

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

The dwelling consists of lounge, two bedrooms, bathroom and kitchen.

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

The purchaser shall, on the day of 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 9th day of June 1993.

Routledes Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z58324.) (Ref. Miss Glyn/Mr Roos/hs.)

Case 4269/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Cloete, Leon Ernest**, First Defendant, and **Cloete, Beulah Linda**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the sales rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 23 July 1993 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort.

Erf 203, Fleurhof Township, Registration Division IQ, Transvaal, measuring 838 m², held by the Defendants under Deed of Transfer T23543/86, being 30 Smelt Avenue, Fleurhof, Florida.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, family room, dining-room, study, two and a half bathrooms, four bedrooms, entrance-hall, kitchen, laundry, servants' quarters and garage.

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

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

Dated at Johannesburg this 9th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z43389.) (Ref. Ms Glyn/NG/hs.)

Case 640/93
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 **Du Plessis, Catherine**, 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 July 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 2 as shown and more fully described on Sectional Plan SS6/1980, in the scheme known as Langton Hall, in respect of the land and building or buildings situated at Johannesburg Township, Local Authority Johannesburg, measuring 66 m², held by the Defendant under Certificate of Registered Sectional Title ST30506/92, being Unit 12, Langton Hall, 45 Goldreich Street, Hillbrow, Johannesburg.

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

The dwelling consists of lounge, dining-room, bedroom, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 26th day of May 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z62130.) (Ref. Ms Glyn/Mr Roos/NG/cvdm.)

Case 34313/92
PH 267IN 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 **Birdhaven Mall CC**, First Defendant, and **Manuel Dos Reis Gill**, 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 July 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 109, Birdhaven Township, Registration Division IR, Transvaal, measuring 835 m², held by the Defendants under Deed of Transfer T26171/91, being 66 St Andrews Road, Birdhaven.

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

The property consists of chemist shop: Four flats.

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 26th day of May 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z61897.) (Ref. Ms Glyn/Mr Roos/NG/cvdn.)

Case 4141/93
PH 267IN 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 **Schneeberger Bjorn-Jon**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 29 July 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Portion 164 (a portion of Portion 5) of the farm Nooitgedacht 176, Registration Division IR, Transvaal, measuring 2,0080 hectares, held by the Defendant under Deed of Transfer T64436/91, being vacant land.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 9th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account No.: Z56429.) (Tel. 836-5251.) (Ref. Z56429/FCLS/WR/Mr Brewer/djl.) (Or refer to Sheriff for the Supreme Court, 28 Kruger Avenue; P.O. Box 338, Vereeniging, Mr Bouwman, Tel. 21-3400.)

Case 2027/93
PH 267IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Stephen Luke Minnie**, Identity Number 500208 5046 00 2, First Defendant, and **Henrika Magdalena Treza Minnie**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Klerksdorp, at 87 Carlyle Avenue, Orkney, Klerksdorp, on Wednesday, 4 August 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, 11 Teak Avenue, Industrial Sites, Klerksdorp:

Erf 1850, Orkney, Registration Division IP, Transvaal, measuring 1 724 m², held by the Defendants under Deed of Transfer T60676/89, being 87 Carlyle Avenue, Orkney, Klerksdorp.

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, kitchen, pantry, bathroom/w.c., bathroom/shower/w.c., w.c., servant's room, w.c., laundry, garage and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 8th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account No.: Z63974.) (Tel. 836-5251.) (Ref. Z63974/FCLS/WR/Mr Brewer/djl.)

Case 16493/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank of Bophuthatswana**, Plaintiff, and **Johannes Cornelius Roos**, Defendant

In execution of a judgment of the Supreme Court (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price, subject to the Plaintiff's approval will be held at the office of the Sheriff of Boksburg, at 182 Leeuwpoot Street, Boksburg, on Friday, 23 July 1993 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Boksburg:

Certain Portion 5 of Erf 538, Witfield, Boksburg Township, Registration Division IR, Transvaal, and known as 16 Cumberland Street, Witfield, Boksburg, in extent 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T21530/76.

Improvements: Residential dwelling with outbuildings but no warranties are given in respect thereof.

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

Auctioneer's charges, payable on the day of sale; to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charge R50 (fifty rand).

Dated at Roodepoort on this the 17th day of June 1993.

T. G. Bosch, for T. G. Bosch-Badenhorst, First Floor, City Centre, 8 Luttig Street, Roodepoort. (Tel. 763-6121.) (Ref. T. G. Bosch.)

Case 77153/90
PH 270

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

In the matter between **Ansara Construction (Pty) Ltd**, Execution Creditor, and **Robert Tietz**, Execution Debtor

Take notice that an execution of a judgment in the Magistrate's Court for the District of Johannesburg, in the above-mentioned action a sale will be held at the Sheriff's Offices, 8 Park Street, Kempton Park, on 29 July 1993 at 10:00, of the Execution Debtor's interest in the undermentioned property registered in the name of Transnet Limited on the conditions to be read out by the auctioneer at the time of the sale:

Section 7 as shown and more fully described on Sectional Plan 56/84, in the building or buildings known as Heloise, of which section the floor area, according to the said sectional plan, is 195 (one hundred and ninety-five square metres) in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in a schedule endorsed on the said sectional plan; Erf 1316, Birchleigh North Extension, Kempton Park (Registration Division IR, Transvaal.)

The conditions of sale may be inspected at Kempton Park, at the offices of the Sheriff at 8 Park Street, Kempton Park, or at the offices of the Judgment Creditor's attorneys mentioned below as from 28 clear days prior to the appointed date of sale.

Dated at Johannesburg on this day of 1993.

David Kahn & Associates, Execution Creditor's Attorneys, Sixth Floor, Colman Chambers, corner of President and Kruis Streets, P.O. Box 8640, Johannesburg. (Tel. 29-9241.) (Ref. Miss F. Ayrer.)

Case 12475/93

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

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and **Lyn Oswald Coetzee**, 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 July 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 1094, Eldorado Park Township, Registration Division IQ, Transvaal, area 317 square metres, situation 69 Fontein Street, Eldoradopark.

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

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

Dated at Johannesburg on this 11th day of June 1993.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-270.)

Case 13616/93

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

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and **Craig Stollerfoht**, 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 July 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 Unit comprising section 255 and its undivided share in the common property in the Preston Place sectional scheme, area 78 square metres, situation Flat 1910, Preston Place, 30 Alexandra Street, Berea.

Improvements (not guaranteed): A flat comprising bedroom, bathroom, kitchen, lounge/balcony, dining-room and parking bay.

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

Dated at Johannesburg on this 25th day of June 1993.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7157-027.)

Case 22317/91

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

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and **Stephen Kenneth Theron**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Ferndale, Randburg, on 4 August 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 563, Morningside Extension 40 Township, Registration Division IR, Transvaal, area 1 785 square metres, situation 131 Ballyclare Drive, Morningside Extension 40.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, two garages, swimming-pool, servants' quarters and ablutions with precast walls around the property.

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

Dated at Johannesburg on this 24th day of June 1993.

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7152-010.)

Case 2323/92

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **John Motlhwane Mokome**, First Defendant, and **Mamatsitla Betty Mokome**, Second Defendant

In pursuance of a judgment in the Court of Westonaria and writ of execution dated 11 November 1992, the following property will be sold in execution on 23 July 1993 at 10:00, in front of the Magistrate's Court, Westonaria, to the highest bidder:

Erf 221, Westonaria Township, Registration Division IQ, Transvaal, in extent 1 179 square metres, held by Deed of Transfer T10705/92, situated at 33 Briggs Street, Westonaria.

Improvements: Single storey dwelling under iron roof comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two garages and carport, in regard to which, however, nothing is guaranteed.

Terms:

1. R9 600 or 10% (ten per centum) of the purchase price (whichever shall be the greater) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc.

2. The property will be sold voetstoots subject to any tenancy.

3. The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the Sheriff's Office, Westonaria.

4. The Plaintiff is prepared to grant a bond to an approved purchaser.

S. W. Kruger, for Truter Crous Wiggil & Vos, Attorney for Plaintiff, Truvos Building, 88 Briggs Street, Westonaria. (Ref. Mr Kruger/eh/NP245.)

Case 2335/92

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Rajlall Rajaram**, First Defendant, and **Preena Rajaram**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution dated 5 May 1993, the property listed hereunder will be sold in execution on 6 August 1993 at 10:00, in front of the Magistrate's Court, President Steyn Street, Westonaria, to the highest bidder:

Portion 1 of Erf 3245, Lenasia-south Extension 7, Township, Registration Division IQ, Transvaal, in extent 410 (four hundred and ten) square metres, held by Deed of Transfer T5779/90, situated at Portion 1 of Erf 3245, Lenasia-south, Extension 7.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling under tiled roof comprising: Lounge, dining-room, kitchen, three bedrooms, bathroom, shower and toilet. The boundary is fenced.

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, First Floor, Barclay Centre, Edwards Avenue, Westonaria. A substantial building society loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this 22nd day of June 1993.

S. W. Kruger, for Truter Crous Wiggil & Vos, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) (Ref. Mr Kruger/eb/NMR10.)

Case 12940/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06.) (formerly known as Nedperm Bank Ltd), Plaintiff, and **Nomvume Hilda Dlamini**, 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 29 July 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Unit comprising Section 23, and its undivided share in the common property in the Los Angeles Sectional Title Scheme, area 118 (one hundred and eighteen) square metres, situation Flat 53, Los Angeles, 141 Banket Street, Hillbrow, Johannesburg.

Improvements: A Flat consisting of two bedrooms, bathroom, kitchen and lounge/dining-room.

Terms: 10% (ten per centum) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price at current bond rate 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 (twenty thousand rand) and thereafter 3% (three per centum), to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg this 24th day of June 1993.

M.M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7159-021.)

Case 1656/93

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

In the matter between **Nedcor Bank Ltd** (formerly known as Nedperm Bank Ltd), Plaintiff, and **Albert Kantoro Mokoena**, First Defendant, and **Tsenyeletso Selina Mokoena**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 27 April 1993, the following property will be sold in execution on 4 August 1993 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court 22B, Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendants right, title and interest in and to his/her right of leasehold in respect of:

Erf 11625, Kagiso Extension 6, Township, Registration Division IQ, Transvaal, in extent 454 (four hundred and fifty-four) square metres, for residential purposes, held by the Defendants under Certificate of Registered grant of Leasehold TL28699/1991, known as Erf 11625, Kagiso Extension 6, Krugersdorp, upon which is erected a single-storied detached dwelling under tile roof, consisting of two bedrooms, bathroom, kitchen and lounge/dining-room. No guarantee is however given in respect of the foregoing description.

Terms: R6 500 (six thousand five hundred rand) or 10% (ten per centum) of the purchase price, which ever is the greater in cash or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District, at the time of the sale and the balance against registration of the transfer to be secured by an approved bank or building society's guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale which must be signed after the sale may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the office of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond-Louw & Heyl, Plaintiff's Attorneys, First Floor, Mutual and Federal Centre, 52 Von Brandis Street, Krugersdorp.

Saak 1446/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Stadsraad van Krugersdorp**, Eksekusieskuldeiser, en **G. J. Van Wyk**, Eerste Eksekusieskuldenaar, en **E. W. Van Wyk**, Tweede Eksekusieskuldenaar

Ingevolge 'n uitspraak van die Landdroshof, Krugersdorp, en lasbrief tot geregtelike verkoop met datum 5 April 1993, sal die ondervermelde eiendom op Woensdag, 4 Augustus 1993 om 10:00, by die kantoor van die Balju vir Krugersdorp Landdrostdistrik, te Grondvlak, Klaburnhof, hoek van Ockerse- en Rissikstraat, Krugersdorp, aan die hoogste bieder geregtelik verkoop word naamlik:

Erf 196, Wentworth Park-dorsgebied, Registrasieafdeling IQ, Transvaal, groot 763 (sewehonderd drie-en-sestig) vierkante meter, gehou kragtens Akte van Transport T37477/1990, bekend as Hoofrifweg 351, Wentworth Park.

Waarop dit gesê word opgerig is: Losstaande enkelvlak woonhuis onder sinkdak, bestaande uit drie slaapkamers, eetkamer, sitkamer, badkamer en kombuis. Die buitegeboue bestaan uit 'n motorhuis, bediendekamer en toilet. Geen waarborg word egter gegee ten opsigte van voorgaande beskrywing nie.

Terme: R5 000 (vyfduisend rand) kontant op die dag van die verkoop en die balans teen registrasie van transport verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg wat gelewer moet word binne 21 (een-en-twintig) dae na die datum van die koop. Die koper moet alle transportkoste, bykomende belastinge en so meer betaal. Die eiendom word voetstoots verkoop onderhewig aan enige huurakte of bewoonreg. Die volledige voorwaardes van verkoop wat geteken moet word na die verkoping mag gedurende kantoorure by die kantoor van die Balju vir Krugersdorp Landdrostdistrik, Grondvlak, Klaburnhof, hoek van Ockerse- en Rissikstraat, Krugersdorp, nagesien word.

Phillips & Osmond-Louw & Heyl, Eerste Verdieping, Mutual en Federal Sentrum, Von Brandisstraat 52, Krugersdorp. (Verw. ADEVOS/mw/K1799.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Investec Bank Ltd**, Plaintiff (Execution Creditor), and **Family Foods Group (Pty) Ltd**, First Defendant (First Execution Debtor), and **Van der Lis, Emanuel Thrasos**, Second Defendant (Second Execution Debtor)

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) granted in favour of the Plaintiff against the Defendants, Family Foods Group (Pty) Ltd, and Emanuel Thrasos van der Lis, in the above-mentioned suit, a sale in execution of the undermentioned property of the said Emanuel Thrasos van der Lis, the Second Execution Debtor herein, will be held on Thursday, 29 July 1993 at 12:00, at 16 Joseph Street, Northcliff, Johannesburg, on the conditions of sale to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Sheriff, Johannesburg prior to the sale:

Erf 2350, in the Township of Northcliff, Registration Division IQ, Transvaal, measuring 2 317 (two thousand three hundred and seventeen) square metres, held by the Second Execution Debtor under Deed of Transfer T11993/1990.

Physical address: 16 Joseph Street, Northcliff, Johannesburg.

The following information is furnished relative to the improvements, though in this respect nothing is guaranteed: A double storey dwelling comprising an upstairs area with four bedrooms (two of which have bathrooms en suite), one of the bedrooms has an adjoining lounge. The downstairs comprises a TV-room, study, entrance hall, kitchen/pantry, dining-room, lounge and entertainment area. The property also has a patio, swimming-pool and is walled with a gate. Outbuildings comprise a double garage and staff quarters.

The property is being sold without reserve.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer together with interest at the rate of 18,75% (eighteen comma seven five per centum) per annum as from the date of sale to the date of registration of transfer, to be secured by a bank or building society or other acceptable guarantee, to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Johannesburg, within 14 (fourteen) days after the date of sale.

Sheriff's auction charges payable on the day of the sale will 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). The sale may be subject to VAT, which will be paid by the purchaser.

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

Jowell Glyn & Marais, Plaintiff's Attorneys, 10th Floor, Ten Sixty Six 35 Pritchard Street, Johannesburg; P.O. Box 4232, Johannesburg, 2000. (Tel. 833-5500.) (Ref. Mr Snoyman/2162.)

Case 5021/91

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **Athljud Investments (Pty) Ltd**, First Defendant, and **Jack Ivan Sacks**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Randburg, and writ of execution dated 7 July 1992, the property listed hereunder will be sold in execution on Tuesday, 3 August 1993 at 10:00, in front of the Magistrate's Court, Randburg, to the highest bidder:

Certain Erf 27, Atholhurst Township, situated at 126 Rosemill Avenue, Atholhurst, measuring 1 983 square metres.

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

Main building: 358 square metres, entrance-hall, lounge, dining-room, family room, study, kitchen, scullery, laundry, four bedrooms, two bathrooms, shower, 4 w.c.'s, playroom, two cloakrooms and dressing-room.

Outbuilding comprise: Double garage, brick driveway, electric gates, three servant's rooms, w.c, bath, swimming-pool, Slasto-terraces, courtyard, precast walling, intercom-system and burglar alarm.

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, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Sandton during June 1993.

Smith Jacobs & Braatvedt, Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City. (Tel. 883-2740.) (Ref. K. Braatvedt/mb.)

Case 1656/93

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

In the matter between **Nedcor Bank Ltd** (formerly known as Nedperm Bank Ltd), Plaintiff, and **Albert Kantoro Mokoena**, First Defendant, and **Tsenyeletso Selina Mokoena**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 27 April 1993, the following property will be sold in execution on 4 August 1993 at 10:00, at the office of the Sheriff for Krugersdorp Magisterial District, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, viz:

The Defendants' right, title and interest in and to his/her right of leasehold in respect of Erf 11625, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, in extent 454 (four hundred and fifty-four) square metres, for residential purposes, held by the Defendants under Certificate of Registered Grant of Leasehold TL28699/1991, known as Erf 11625, Kagiso Extension 6, Krugersdorp, upon which is erected a single storied detached dwelling under tile roof consisting of two bedrooms, bathroom, kitchen and lounge/dining-room.

No guarantee is however given in respect of the foregoing description.

Terms: R6 500 or 10% (ten per centum) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, and at the offices of the Plaintiff's attorneys.

The Plaintiff is prepared to consider granting a bond to an approved purchaser.

Phillips & Osmond-Louw & Heyl, Plaintiff's Attorneys, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 16851/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Ltd**, Plaintiff, and **Willem Jacobus Hattingh**, First Defendant, and **Johannes Jacobus Jordaan**, Second Defendant, and **Pieter Johannes Jordaan**, Third Defendant, and **Elizabeth Gertruida Hattingh**, Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on Thursday, 29 July 1993 at 10:00, in front of the Magistrate's Office, Ermelo:

Portion 61, a portion of Portion 16, of the farm Nooitgedacht 268, Registration Division IT, Transvaal, measuring 8,6098 hectares, held by the Fourth Defendant under Deed of Transfer T15052/1982, situated on Ermelo/Morgenzon Road, 5 km out of Ermelo turn left at the Nelspan board follow gravel road to the plot.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling house consisting of six bedrooms, three bathrooms, lounge, television room, study, dining-room, kitchen, scullery, pantry, three garages, courtyard under cover, three servants' quarters, two boreholes and dam.

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

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

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R329120/as.)

Case 3876/93
PH 396

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter of **Nedperm Bank Ltd**, Execution Creditor, and **William Thomas Radley**, Execution Debtor

On Friday, 23 July 1993 at 11:15, a public auction sale will be held at the offices of the Sheriff of the Supreme Court, 182 Leeuwpoot Street, Boksburg, at which the Sheriff of the Supreme Court will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Portion 102 of Erf 192, Klippoortje Agricultural Lots Township, Registration Division IR, Transvaal, measuring 800 (eight hundred) square metres, held by Deed of Transfer T23655/1984, also known as 19 Rooidag Street, Boksburg (hereinafter referred to as the property).

The following improvements are reported to be on the property but nothing is guaranteed: Brick dwelling house, tiled roof, lounge, dining-room, three bedrooms, two bathrooms, kitchen, family room, laundry, entrance hall, three garages, store-room, servants' quarters, pre-cast fence.

The property will be sold subject to any existing tenancy and subject to payment by the purchaser to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per cent) of the purchase price shall be paid on the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 182 Leeuwpoot Street, Boksburg.

Dated at Germiston on this the 23rd day of June 1993.

B. S. Friedman, Attorney B. S. Friedman, Execution Creditor's attorney, First Floor, Ronloth House, P.O. Box 432, Germiston, 1401. (Tel. 825-3480.) (Ref. B. S. Friedman/AR/N490.)

Case 1935/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mageru Charles Kgarose**, Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Right of leasehold in respect of Certain Erf 16696, Vosloorus Extension 26, situate at 16696, Vosloorus Extension 26.

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

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

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

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

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

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

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

Dated at Boksburg on this the 22nd day of June 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs V.d Westhuizen/C00496.)

Case 20170/92

PH 574

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Small Business Development Corporation**, Plaintiff, and **The Banana Restaurant CC**, First Defendant, and **Valasunthree Naidoo**, Second Defendant, and **Thathia Naidoo**, 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, 131 Marshall Street, Johannesburg, on 29 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sheriff's Office, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold held in respect of Erf 4501, Lenasia Extension 3 Township, Registration Division IQ, Transvaal, measuring 496 square metres, situated at 9 Petrea Street Extension 3, Lenasia.

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

Description: The improvements on the land are those associated with that of a domestic dwelling comprising of three bedrooms, bathroom (incomplete), bathroom, lounge, entrance hall, surgery, dining-room, family room, kitchen, patio, security fencing, servant's toilet, servant's room and paving.

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

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

Signed at Johannesburg on this the 23rd day of June 1993.

G. L. Bhikha, 12th Floor, Liberty Life, Broker Centre, 112 Main Street, P.O. Box 510, Johannesburg. [Tel. (011) 7331-9805/6.] (Ref. B11080/S133/GI.)

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

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Robert Mushet Weidemann**, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 1 Februarie 1993, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 28 Julie 1993 om 10:00, by die kantore van die Balju, Du Plessisstraat 4, Florentia, Alberton, aan die hoogste bieder:

Erf 753, Roodekop-dorpsgebied, ook bekend as Orbistraat 2, Germiston, Registrasieafdeling IR, Transvaal, groot 1 109 vierkante meter, gehou kragtens Akte van Transport T21564/1990.

Verbeterings: Eetkamer, sitkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette, motorhuis, swembad en omheining. Die Eksekusieskuldeiser gee egter geen waarborg ten aansien van die voormelde verbeterings nie.

Terme en voorwaardes:

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Alberton, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Alberton, Du Plessisstraat 4, Florentia, Alberton.

Geteken te Pretoria op hierdie 22ste dag van Junie 1993.

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

Saak 244/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST

In die saak tussen **Eerste Nasionale Bank**, Eiser, en **A. J. J. Oosthuizen**, Verweerder

In ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 27 Julie 1993 om 11:00, voor die Landdroskantoor, Volksrust, aan die hoogste bieder:

Erf 816, geleë in die dorp Volksrust, geleë te Oosstraat 43, Volksrust.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie: Woonhuis met buitegeboue.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, en verstrek te word aan die Balju van die Landdroshof, p.a. Landdroskantoor, Volksrust, binne 21 dae vanaf datum van verkoping, en soos meer volledig blyk uit die voorwaardes van verkoping wat nagegaan kan word ten kantore van die Balju van die Landdroshof, p.a. Landdroskantoor, Volksrust.

Van die belangrikste verkoopvoorwaardes is die volgende:

1. Die koper moet op aanvraag aan die Eiser rente betaal op die uitstaande bedrag teen 14% (veertien persent) per jaar, bereken vanaf die datum van die verkoping tot die datum van registrasie van transport, beide dae ingesluit.

2. Die eiendom word voetstoots verkoop.

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

Charl F. Liebenberg, Die Meent, Joubertstraat 53, Posbus 678, Volksrust, 2470. (Verw. Liebenberg 2673.)

Case 4002/93

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

In the matter between **First National Bank of SA Ltd**, Plaintiff (Execution Creditor), and **P. R. D. Klynsmith**, Defendant (Execution Debtor)

In execution of the judgment granted herein and subsequent notice of attachment dated 21 May 1993, the undermentioned property will be sold by the Sheriff of the Magistrate's Court, on 30 July 1993 at 10:00, at the offices of the Sheriff, 41A Beaconsfield Avenue, Vereeniging:

Description: Certain improved property situated in the Township Three Rivers Extension 1, Registration Division IQ, Transvaal, being Erf 383, in extent 1 571 (one thousand five hundred and seventy-one) square metres.

Three-bedroomed house with a tile roof, single garage, store-room and precast walls.

The street address of the property is 158 Ring Road, Three Rivers, Vereeniging.

Conditions:

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

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

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

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

Dated at Vereeniging this 15th day of July 1993.

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

Case 4108/93

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Hezekial Thulani Malinga**, First Defendant, and **Nomusa Gloria Malinga**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 29 April 1993, the property listed hereunder will be sold in execution on Wednesday, 28 July 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 3583, Benoni Extension 4 Township, Registration Division IR, Transvaal, measuring 1 848 (one thousand eight hundred and forty-eight) square metres, known as 9 Lakefield Avenue, Benoni.

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

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

Main building: Bricks under tiles detached single-storey residence, comprising four bedrooms, two and a half bathrooms, kitchen (steel units), lounge, dining-room (pine ceilings), family room and study.

Outbuildings: Two garages, two carports, servants' quarters, s/ablutions and swimming-pool. *Driveway:* Brick and cobble. *Fencing:* Precast.

The material conditions of sale are:

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

(b) Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Courts Office, 215 Arcadia, 84 Princes Avenue, Benoni.

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

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

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

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

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

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

Case 14275/92

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

In the matter between **The Body Corporation of Villa Victoria**, Judgment Creditor, and **Dreyer, L.**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 8 January 1993, issued by the Court at Randburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Randburg Magistrate's Court-house, Jan Smuts Avenue, Randburg, to the highest bidder on 4 August 1993 at 10:00:

Certain Section 38, as shown and more fully described on Sectional Plan SS381/1989, in the scheme known as Villa Victoria, in respect of the land and building or buildings situated at Noordhang 1, Local Authority of Randburg, measuring 60 square metres, held by Sectional Title ST58266/1990.

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 Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed:

Unit 38, Flat 38, flat sectional title unit, consisting of two-bed simplex, bathroom, american style lounge/dining and kitchen, white painted external walls, built in cupboards, carport, pool and security fencing and gate complex.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 19% (nineteen per centum) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court.

Dated at Johannesburg on this the 21st day of June 1993.

Docex, for Krowitz Perlow & Hertz, Plaintiff's Attorneys, First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/P106.)

Case 8173/92

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

In the matter between **First National Bank of Southern Africa Ltd**, Judgment Creditor, and **Brown, Michael**, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 4 August 1992, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court-house, Fox Street entrance, Johannesburg, to the highest bidder on 30 July 1993 at 10:00:

Certain Lot 128, Saxonwold Township, Johannesburg Township, measuring 1 829 square metres, held by Deed of Transfer T16780/1982.

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 Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed:

A substantial detached single-storey dwelling-house, constructed with brick walls above stone foundations, suspended timber or concrete floors, plaster board and light strip beam: ceilings, under a pitched and tiled roof, consisting of:

Entrance porch/patio, entrance hallway, lounge/dining-room (stone fireplace -timber mantle), large well fitted kitchen (electric hob, extractor unit, double eye-level oven), breakfast nook, three bedrooms (MES), main bathroom (bath), shower/basin/w.c., second bathroom (bath/basin/w.c.). Attached double garage, two maid-rooms, workshop, laundry (with bath), separate w.c. Large swimming-pool - tiled surround, pool change room (split pole walls, pitched/tiled roof. Borehole.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 19% (nineteen per centum) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court.

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

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/F806.)

Saak 10038/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **ABSA Bank Bpk.**, Eksekusieskuldeiser, en **J. N. Fourie**, Eksekusieskuldenaar

Geliewe kennis te neem dat ingevolge uitspraak van bogemelde Agbare Hof gedateer 24 Maart 1993, en daaropvolgende lasbrief vir eksekusie die hiernagenoemde eiendom op Vrydag, 27 Augustus 1993 om 15:00, geregtelik verkoop sal word, naamlik:

Erf 1225, Casseldale-dorpsgebied, Springs, groot 2 231 (twee twee drie een) vierkante meter, gehou onder Titelakte T34558/91, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Geregsbode, Springs, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van die koopsom op datum van veiling;
2. Balans koopsom, plus rente binne 14 dae vanaf datum van veiling;
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Springs op hede hierdie 23ste dag van Junie 1993.

Van der Westhuizen, Prokureurs vir Eksekusieskuldeiser, Agtstestraat 23, Posbus 930, Springs. (Tel. 362-6624/5/6/7.)

Saak 645/91

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

In die saak tussen **M. C. Ghoor & Seuns**, Eiser, en **J. W. Mc Master**, Verweerder

Ingevolge 'n uitspraak van bogemelde Hof en 'n lasbrief vir eksekusie gedateer 25 November 1992, sal die volgende onroerende eiendom wat uitwinbaar verklaar is op 30 Julie 1993 om 10:00, te De Kock & Duffe, Bothastraat 1, Schweizer-Reneke, verkoop word in eksekusie aan die hoogste bieder:

Gedeelte 1, van die plaas Defence 7, Registrasieafdeling HO, Transvaal, groot 423,9833 hektaar, gehou kragtens Akte van Transport T19650/81.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van Artikel 66, van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig en die regte van die Verbandhouders en ander voorkeurskuldeisers.

2. Een tiende (10%) van die koopprys sal betaalbaar wees in kontant, direk na die veiling en die balans koopprys sal betaalbaar wees deur middel van bankwaarborg gelewer te word aan De Kock & Duffey, binne 14 (veertien) dae na datum van veiling, betaalbaar teen registrasie van transport op naam van koper.

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

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

Geteken te Schweizer-Reneke op hede die 28ste dag van Junie 1993.

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

Case 63/93

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **L. N. Mthethwa**, 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 19 May 1993, will be sold in execution on Friday, 6 August 1993 at 10:00, in front of the Magistrate's Court, President Steyn Street, Westonaria, to the highest bidder:

All right, title and interest in Erf 400, Lawley Extension 1 Township, Registration Division IQ, Transvaal, in extent 400 (four hundred) square metres, situate at 400 Catfish Crescent, Lawley Extension 1, Westonaria.

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

Residence, single storey dwelling, detached walls: brick and plaster; roof: tiles; floors: carpets and tiles; rooms: lounge, dining-room, kitchen, three bedrooms, bathroom, two toilets and shower; Outbuildings: None. Boundary: Fenced. Improvements: None.

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

Dated at Johannesburg on this the 21st day of June 1993.

De Villiers & Co., for Janse van Rensburg & Strydom, First Floor, Rentmeester Building, 84 Edwards Avenue, Westonaria. (Tel. 753-2246/7.)

Saak 91854/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursangeleenthede**, Eiser, en **Leina Swiegers**, Verweerder

Hoewe 210, Eloff-landbouhoewes-uitbreiding 2 IR, groot 1,0909 hektaar, geleë te Dielaan, Eloff-landbouhoewes-uitbreiding 2, T22681/1963, eksekusieveiling te Landdroskantoor, Dolomietstraat, Delmas, op 13 Augustus 1993 om 10:00, aan die hoogste bieder:

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

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

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

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

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

C. J. van der Merwe, vir Van der Merwe, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. (Tel. 320-2844.) (Verw. mev. Van Niekerk.)

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

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Christiaan Jacobus Lombard**, Defendant

On 30 July 1993 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeupoort Street, Boksburg:

Certain Portion 16, of Erf 1357, Atlasville Extension 1, Registration Division IR, Transvaal, situate at 16 Kwikkie Street, Atlasville, Boksburg.

Improvements: Detached single storey brick residence consisting of three bedrooms, two bathrooms, lounge, dining-room, kitchen, family-room and outbuildings comprising of two garages.

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

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

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

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

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

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

Dated at Boksburg on this the 28th day of June 1993.

Tuckers, Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H406.)

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

In the matter between **NBS Mortgage Nominees (Pty) Ltd**, 85/02924, Plaintiff, and **Roy Graham Fourie**, Defendant

In pursuance of a judgment in the Magistrate's Court, Potchefstroom, and a warrant of execution dated 9 December 1992, the following property will be sold in execution at 182 Leeupoort Street, Boksburg, on Friday, 30 July 1993 at 11:15, namely:

1. Erf 211, Boksburg East Extension 3 Township, Registration Division IR, Transvaal, measuring 1,0275 (one comma nought two seven five) hectares;

The main conditions of sale are:

1. The property will be sold by the Sheriff, Boksburg, to the highest bidder.

2. The purchaser must pay 10% (ten per centum) of the purchase price, in cash, on the day of the sale to the Sheriff of Boksburg.

The balance of the purchase price must be guaranteed by a bank or building society, payable on registration of transfer of the property in the name of the purchaser which guarantee must be furnished within thirty (30) days from date of sale, to the Sheriff, Boksburg.

The further conditions of sale will lie for inspection at the offices of the Sheriff, Boksburg.

Thus done and signed at Potchefstroom, on this the 25th day of June 1993.

M. de Villiers, for Williams Müller, Attorney of Plaintiff, Third Floor, Die Meent, Van Riebeeck Street 123; P.O. Box 208, Potchefstroom. [Tel. (0148) 2-3841.]

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **N.B.S. Mortgage Nominees (Pty) Ltd**, 85/02924, Eiser, en **Roy Graham Fourie**, Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof, Potchefstroom en 'n lasbrief vir eksekusie, gedateer 9 Desember 1992, sal die volgende eiendom, per geregtelike veiling, verkoop word te Leeupoortstraat 182, Boksburg, op Vrydag, 30 Julie 1993 om 11:15, te wete:

1. Erf 211, Boksburg East Extension 3 Township, Registrasieafdeling IR, Transvaal, groot 1,0275 (een komma nul twee sewe vyf) hektaar.

Die belangrikste voorwaardes vir verkoop is:

1. Die eiendom sal deur die Balju, Boksburg, 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, Boksburg.

Die balans van die koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg, gelewer moet word binne dertig (30) dae vanaf datum van verkoping en moet gelewer word aan die Balju, Boksburg.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju, Boksburg.

Aldus gedoen en geteken te Potchefstroom, hierdie 25ste dag van Junie 1993.

M. de Villiers, vir Williams Müller, Eiser se Prokureurs, Derde Verdieping, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom. [Tel. (0148) 2-3841.]

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

In the matter between **B. Pattison-Bacon CC**, Plaintiff, and **P. G. McCormack**, trading as McCormack Builders, Defendant

In pursuance of a judgment and warrant of execution dated 14 May 1993, the following will be sold by public auction, voetstoots and without reserve to the highest bidder, on Wednesday, 4 August 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Certain Erf 586, Crystal Park Township, Registration Division IR, Transvaal, in extent 951 (nine hundred and fifty-one) square metres, held under Deed of Transfer T43958/1990, situated at 21 Eloff Street, Crystal Park, Benoni, which property has been zoned as Special Residential.

No warranty or undertaking is given in relation to the improvements which are described as follows: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, two garages, servants' quarters, toilet and two w.c.'s.

Terms and conditions:

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

2. *Conditions of sale:* The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Arcadia Building, Prince's Avenue, Benoni.

Dated at Benoni on this the 30th day of June 1993.

N. Miller, for Lovell Miller Dreyer & Kraitzick, Plaintiff's Attorneys, Sogrets House, 48 Woburn Avenue, Benoni. (Ref. N. Miller/CK.)

Saak 6410/92

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Promosa Super Market CC**, Verweerder

Ten uitvoering van 'n vonnis van bogemelde Agbare Hof, en 'n lasbrief gedateer 16 Februarie 1993, sal die volgende eiendom, wat spesiaal beslagbaar verklaar is, in eksekusie verkoop word te die kantore van die Balju Wolmaransstraat 86, Potchefstroom, op 30 Julie 1993 om 09:30, aan die hoogste bieder:

Erf 1040, geleë in die dorp Promosa-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 734 (sewehonderd vier-en-dertig) vierkante meter.

Beweerde verbeterings: Hierdie is 'n winkelkompleks.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan artikel 66 van die Landdroshofwet, No. 32 van 1944.

2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 19% (negentien persent) per jaar op die balans van die koopsom vanaf die datum van verkoop tot datum van registrasie van transport.

3. Die koopprys sal soos volg betaalbaar wees:

(a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes.

(b) Die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant of verseker deur bank- of bougenootskapwaarborg, sodanige betaling en/of waarborge moet verskaf word aan die Eiser se prokureurs.

4. Die voorwaardes van verkoop wat uitgelees sal word deur die Balju Landdroshof, onmiddellik voor die geregtelike verkoping, sal ter insae lê te die kantoor van die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom.

5. Die eiendom sal verkoop word, onderhewig aan enige bestaande huurkontrak.

F. A. Huisamen, vir Huisamen-Kruger, Jankragebou, Greylingstraat 3, Posbus 15, Potchefstroom, 2520. (Verw. F. A. Huisamen/eg.)

CAPE • KAAP

Case 7737/92

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 **Deon Charles**, First Defendant, and **Mary Cathrine Charles**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 12 August 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Friday, 23 July 1993 at 09:00, to the highest bidder:

Certain Erf 2313, Eerste River, in the Lower Kuils River Local Area 1, Administrative District of Stellenbosch, in extent 388 (three hundred and eighty-eight) square metres, held by Deed of Transfer 59489/89, also known as 18 Paragon Street, High Places, Eerste River.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this the 17th day of June 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W13741.)

Case 6893/92

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 **Abdulaa Jacobs**, First Defendant, and **Juliana Jacobs**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 28 September 1992, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Friday, 23 July 1993 at 09:00, to the highest bidder:

Certain Erf 4946, Blue Downs, in the Lower Kuils River Local Area 1, Administrative District of Stellenbosch, in extent 287 (two hundred and eighty-seven) square metres, held by Deed of Transfer T10449/90, also known as 3 Waterland Road, Blue Downs, Eerste River.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this the 17th day of June 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W13550.)

Case 185/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd**, trading as United Bank, Plaintiff, and **Vakele Alfred Hempe**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Wynberg, on 4 August 1993 at 10:00:

Erf 24017, Khayelitsha, in the area of jurisdiction of the Town Committee of Lingeletu West, Administrative District of the Cape, Cape Division, in extent 260 square metres, also known as 9 Lwandle Street, Tembani Village, Khayelitsha.

Conditions:

1. The following information is furnished, but not guaranteed: Single brick dwelling under asbestos roof with three bedrooms, dining-room, kitchen, 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, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town on this the 21st day of June 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 7916/92

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

In the matter between **United Bank**, a Division of ABSA Bank Ltd, Judgment Creditor, and **Hilton Julian Adonis**, Judgment Debtor

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 30 July 1993 at 09:00:

Description: Erf 824, Hagley (now known as Erf 1757), in the local area of Lower Kuils River 1, Administrative District of Stellenbosch, in extent four hundred and nine (409) square metres, postal address 20 Watford Close, Wembley Park, Kuils River.

Improvements: Dwelling: Three bedrooms, bathroom/toilet, lounge, dining-room and kitchen, held by Deed of Transfer T53443/89.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18% (eighteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 21st day of June 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case 8195/93

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

In the matter between **Saambou Bank Ltd**, Execution Creditor, and **Bradley Stewart Payten**, Execution Debtor

The following property will be sold in execution at the premises, namely 30 Gazania Street, Door-De-Kraal, Bellville, on 28 July 1993 at 11:45, to the highest bidder:

Certain Erf 16888, Bellville, Municipality of Bellville, Cape Division, in extent 1 346 (one thousand three hundred and forty-six) square metres, held by Deed of Transfer T24393/1992, also known as 30 Gazania Street, Door-De-Kraal, Bellville.

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules made thereunder and of the Title Deeds of the property in so far as same are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: An empty erf with no improvements.

3. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 19,00% (nineteen per centum) per annum, (calculated on the Judgment Creditor's claim from the date of sale to date of transfer) against registration of transfer, which amounts are to be secured by an approved guarantee of a deposit-taking institution, to be delivered within 14 days after sale.

4. *Conditions:* The full conditions of sale will be read out by the Sheriff immediately prior to the sale and may be inspected at the office of the Sheriff, Bellville.

Dated at Cape Town on this the 16th day of June 1993.

Van Dyk Potgieter Marais, Judgment Creditor's Attorneys, First Floor, First National Bank Building, 57 Strand Street, Cape Town. (Tel. 26-2670.) (Ref. S. W. Marais/ed/1717 50992.)

Case 3599/93

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, Judgment Creditor, and **Johannes Jacobus Frits Augus**, First Judgment Debtor, and **Bettie Aletta Mercia Augus**, Second Judgment Debtor

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 30 July 1993 at 09:00:

Description: Erf 2741, Blue Downs, in the Local Area of Lower Kuils River No. 1, Stellenbosch Division, in extent two hundred and seventy-five (275) square metres, postal address 17 Caracas Street, Blue Downs, Eerste River.

Improvements: Dwelling: Three bedrooms, bathroom, toilet, lounge and kitchen held by Deed of Transfer T47798/90.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this the 18th day of June 1993.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W49674/HVN/Mrs Wolmarhans.)

Saak 2601/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **Jacob van der Westhuizen**, 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 Julie 1993 om 10:30, te Gardiniastraat 6, Paarl, naamlik:

Erf 10524, Paarl, in die munisipaliteit en afdeling Paarl, groot 618 (seshonderd en agtien) vierkante meter, gehou deur die Eksekusieskuldenaar kragtens Transportakte T33827/90, en geleë te Gardiniastraat 6, Paarl, onderhewig aan die veilingvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op 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 op hierdie 9de dag van Julie 1993.

Van Wyk Gaum Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Saak 621/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Renee Fincham**, Eerste Applikant, en **Elaine Strauss**, Tweede Applikant, en **Glenour Fincham**, Derde Applikant, en **J. W. Wilmans N.O. (Response Properties (Edms.) Bpk., in likwidasie)**, Eerste Respondent, en **A. E. Fincham (Edms.) Bpk.**, Tweede Respondent, en **Die Registrateur van Aktes, Vryburg**, Derde Respondent, en **A. E. Fincham**, Vierde Respondent

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling), gedateer 2 Junie 1993, in bogemelde saak, sal 'n verkoping per openbare veiling gehou word deur die Adjunkbalju van Vryburg, voor die Landdros-kantoor, Vryburg, op Vrydag, 23 Julie 1993 om 10:00, van ondergemelde eiendom van die Respondente op voorwaardes wat ter insae lê by die kantore van die Adjunkbalju wat deur hom gelees sal word voor die verkoping.

Sekere Gedeelte 4 ('n gedeelte van Gedeelte 1) van plaas Elma 575, geleë in die afdeling Vryburg, groot 171,3064 hektaar, gehou kragtens Akte van Transport 564/1960.

Verbeterings bestaan uit: Woonuis, groot 147m², twee werkershuise—waarvan een 'n modderhuis is, sinkdam, stoor, afdak, voerafdak, sewe krippe en twee boorgate.

Terme: 10% (tien persent) van die koopprys in kontant, en die afslaer se gelde in kontant op die dag van die verkoping en die balans teen transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf te word.

Geteken te Kimberley op hiedie 21ste dag van Junie 1993.

Duncan & Rothman, Prokureurs vir Applikante, Derde Verdieping, Permanentegebou, Jonesstraat, Kimberley.

Case 2023/92

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Lurie Dry Cleaner and Shoe Repairs CC**, First Defendant, and **Lurie Luthando Sityoshwana**, Second Defendant

In pursuance of a judgment dated 18 November 1992 and an attachment against the Second Defendant, 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 the public auction on Friday, 30 July 1993 at 15:00:

1. Erf 859, kwaMagxaki, Administrative District of Uitenhage, in extent 286 (two hundred and eighty-six) square metres, situated at 3 Francis Street, kwaMagxaki, Port Elizabeth.

2. Erf 860, kwaMagxaki, Administrative District of Uitenhage, in extent 352 (three hundred and fifty-two) square metres, situated at 3 Francis Street, kwaMagxaki, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is detached brick dwelling.

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 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 at Port Elizabeth on this the 14th day of June 1993.

Selwyn Solomon & Company, Plaintiff's Attorneys, Second Floor, First National Bank Building, 582/6 Main Street, North End, Port Elizabeth.

Case 10174/91

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

In the matter between **NBS Bank Ltd**, Plaintiff, and **C. A. Clouts**, First Defendant, and **Mrs M. M. Clouts**, Second Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 29 July 1993 at 09:00:

Property: Erf 1725, Gaylee, In the Melton Road Local Area, Division Stellenbosch, measuring 233 (two hundred and thirty-three) square metres, held by Deed of Transfer T36136/1987, more specifically known as 7 Lisboa Street, Dennemere, Gaylee.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Date: 16 June 1993.

Kruger & Marais, Attorney for Plaintiff, 16 McIntyre Street, Parow. [Tel. (021) 92-3007.] (Ref. HMP Kruger/jk.)

Saak 21160/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **Boland Bank Bpk.**, Eiser, en **Thomas Hendrik Roux**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 3 September 1992, sal die hiernabeskrewe vaste eiendom in Eksekusie verkoop word op Maandag, 2 Augustus 1993 om 12:45, op die perseel te Krigestraat 108, Kraaifontein, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 1372, Kraaifontein, in die munisipaliteit van Kraaifontein, afdeling Paarl, groot 496 vierkante meter, gehou kragtens Transportakte T67527/1992.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, asbesdak, sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis, pakkamer en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 984-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow, en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 984-8326.)

18 Junie 1993.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B2023.)

Case 3255/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mhleli Gladstone Kwatsha**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 19 May 1992, the following property will be sold on 23 July 1993 at 09:00, to the highest bidder, subject to the provisions of the conditions of sale:

Erf 29215, East London (Gompo Town), Municipality and Division of East London, in extent 300 (three hundred) square metres, held under T2822/91, known as 53 Makatala Highway, Duncan Village, East London.

The sale aforesaid will take place at the property itself being the Magistrate's Court, Buffalo Street, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrate's Court Act and also subject to the provisions of the Title Deed/Deed of Transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:

Conventional dwelling under tiles, comprising three bedrooms, bathroom, kitchen, lounge and separate toilet.

Dated at East London on this the 18th day of June 1993.

Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London.
(Ref. C. Kloot/dj.)

Saak 1099/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Vonnisskuldeiser, en **Shaukat Allie**, Vonnisskuldenaar

Ingevolge 'n vonnis gegee deur die Landdroshof, Hermanus, op 10 September 1992 en 'n lasbrief van eksekusie uitgereik op 10 September 1992, sal die eiendom bekend as:

Erf 324, Hawston, in die plaaslike gebied Hawston, afdeling Caledon, groot 584 (vyfhonderd vier-en-tagtig) vierkante meter, geleë te Loverslane 324, Hawston.

In eksekusie verkoop word op 30 Julie 1993 om 10:00, te bogenoemde perseel, op die terme en voorwaardes wat onmiddellik en voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Hermanus, en by die kantore van die ondergetekende nagegaan mag word.

Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprys onmiddellik betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Vonnisskuldeiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 (veertien) dae na die datum van die verkoping.

2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente op die kapitale bedrag bereken teen 19,75% (negentien komma sewe vyf persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, aan die Vonnisskuldeiser betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie:

Woonhuis met buitegeboue.

Gedateer te Hermanus op die 11de dag van Junie 1993.

L. B. Vorster, vir Vorster & Steyn, Eerste Verdieping, Rothnick Croft, Hoofweg 155, Hermanus.

Case 21639/90
PH 104

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

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Deputy Sheriff's office, Worcester, on 29 July 1993 at 10:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Magistrate's Court, Worcester, Adderley Street, Worcester, prior to the sale (short description of property, situation and street number):

Certain Portion 32, a portion of Portion 4, Koenrads Gat, of Farm 491, Doorn River, Division of Worcester, being Portion 32, a portion of Portion 4, Koenrads Gat of Farm 491, Doorn River, measuring 10,8480 (ten comma eight four eight nil) hectares.

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

1. Dwelling-house (three bedrooms) with adjacent shop premises;

2. Labourer's cottage (poor condition).

3. Guest cottage;

4. Shed (poor condition).

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R15 000 (fifteen thousand rand) and thereafter 2,5% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R30 (thirty rand).

Dated at Johannesburg this 15th day of June 1993.

A. N. V. Ribet de Chalain, for Ramsay, Webber & Co., Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg, P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Ms Ribet de Chalain/std533.)

Case 471/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **BK Savings BK**, (incorporated association not for gain) No. 05/35743/08, Plaintiff (Execution Creditor), and **Barry Francis Stinson**, First Defendant (First Execution Debtor), and **Sonia Stinson**, Second Defendant (Second Execution Debtor)

Take notice that in pursuance of a judgment of the above Honourable Court dated 22 April 1993, the undermentioned immovable property will be sold by public auction by the Sheriff, King William's Town, at his chambers at 11 Downing Street, King William's Town, on Thursday, 29 July 1993 at 10:00:

The property sold as aforesaid is described as Erf 2878, King William's Town (King William's Town Township Extension 19), situated in the Municipality and Division of King William's Town, and is in extent 1 084 (one thousand and eighty-four) square metres, and is held by First Execution Debtor by Deed of Transfer T64/88 (subject to the conditions contained therein).

The property is situated at 6 Head Drive, King William's Town and in respect thereof, the following information is supplied by the Execution Creditor (Plaintiff) in good faith, but no guarantees or warranties are given.

The immovable property consists of a residence with three bedrooms (one en suite), a kitchen with small pantry, a separate lounge and dining-room, a further bathroom, staff quarters with bathroom, a single garage and a storeroom, and is to the best of Plaintiff's knowledge and belief, in an area zoned residential.

The conditions of sale are available for inspection at the offices of the undersigned or their instructing attorneys at the address as furnished herein or the office of the Sheriff, King William's Town, during normal office hours.

Dated at Grahamstown this 7th day of June 1993.

G. M. Nettelton, for Netteltons, Attorneys for Execution Creditor (Plaintiff), 118A High Street, Grahamstown. [Tel. (0461) 2-7149.] (Ref. Mr Nettelton.)

Saak 5328/92

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Pieter Dros**, Verweerder

Ingevolge 'n vonnis deur bogemelde Agbare Hof gedateer 27 Mei 1992, sal 'n verkoping in eksekusie gehou word op 30 Julie 1993 om 11:00, te Watersideweg, Wildernis, wanneer die volgende eiendom deur die Balju van George aan die hoogste bieder verkoop sal word, naamlik:

Erf 392, Wilderness, in die gebied van die Plaaslike Raad van Wilderness, afdeling George, groot 991 vierkante meter, gehou kragtens Transportakte T16828/1981.

Die volgende inligting word verstrek maar nie gewaarborg nie:

Die eiendom is verbeter met 'n woonhuis bestaande uit 'n sitkamer, eetkamer, gesinskamer, drie slaapkamers met matte, ingeboude kaste en badkamers, kantoor, kombuis, drie motorhuise en bediendekamer met stort.

Die verkoopvoorwaardes kan besigtig word by die kantoor van die Balju vir George.

Vir verdere navrae skakel (0441) 73-5555.

Gedateer te Kaapstad hierdie 14de dag van Junie 1993.

De Klerk & Van Gend, Eiser se Prokureurs, Volkskasgebou, Adderleystraat, Kaapstad.

Case 56512/92

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

First National Bank of Southern Africa Ltd versus Abdulrahim Ebrahim Harnekar

The following property will be sold in execution at the site of the property, remainder of Portion 11, portion of Portion 3, of the farm 787 Cape, on Wednesday, 4 August 1993 at 14:00, to the highest bidder:

Remainder of Portion 11, portion of Portion 3, of the farm 787 Cape in the Weltevreden Valley Local Area, Cape Division, in extent 8 098 square metres, held by T41925/1989.

1. The following improvements are reported but not guaranteed: Vacant land with services.

2. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,25% (eighteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of this 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. MTS/J92S015/gt.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Bpk.**, Eksekusieskuldeiser, en **Cassiem Abdul**, Eerste Eksekusieskuldenaar, en **Mavis Maud Abdul**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 26 Julie 1993 om 10:45, op die perseel:

Erf 3573, Eersterivier, in die Plaaslike Gebied van Blue Downs, afdeling Stellenbosch, groot 350 vierkante meter, gehou kragtens Transportakte T46355/92, ook bekend as Stratfordstraat 32, Beverley Park, Eersterivier.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 17% (sewentien persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Bestaande uit drie slaapkamers, badkamer, toilet, sitkamer en kombuis.

Buitegeboue: Motorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville/Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 8ste dag van Junie 1993.

Marais Müller, per A.J. Marais, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Bpk.**, Eksekusieskuldeiser, en **M. A. Kerdemay**, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 26 Julie 1993 om 11:15, op die perseel.

Erf 2250, Blue Downs, in die Plaaslike Gebied Blue Downs, afdeling Stellenbosch, groot 309 vierkante meter, gehou kragtens Transportakte T54425/88, ook bekend as Grosvenor Place 19, The Conifers, Blue Downs.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Bestaande uit drie slaapkamers, badkamer, toilet, sitkamer en kombuis.

Buitegeboue: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville/Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 8ste dag van Junie 1993.

Marais Müller, per A. J. Marais, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT GOODWOOD HELD AT GOODWOOD

In the matter between **ABSA Bank Ltd** (trading as United Bank), Plaintiff, and **Shrafat Ghan Rawoot**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Goodwood, and writ of execution dated 23 April 1993, the following property will be sold in execution, in front of the Court-house for the District of Goodwood, on Monday, 26 July 1993 at 11:00, to the highest bidder:

Certain Remainder Erf 12008, Goodwood, in the Local Area of Elsies River, Cape Division, in extent of 558 (five hundred and fifty-eight) square metres, held by Deed of Transfer T63670/92, also known as Remainder Erf 12008, Goodwood, C. L. Adams Avenue, Elsies River, 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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Vacant land.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 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 4 June 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (012) 946-3165/6/7.] (Ref. GJV/SP Z17977.)

Case 17612/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd (trading as United Bank), *versus* **Mabusetsa Gordon Mosiuoa**, and **Miriam Maseboka Mosiuoa**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

Erf 19075, Khayelitsha, in extent 200 square metres, held by TL27629/1990, situated at 9 Xolani Road, Graceland, Khayelitsha, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/kitchen, two bedrooms and bathroom-toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16% (sixteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1549/gl.)

Case 3508/93

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

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Johan Willem Badenhorst**, First Defendant, and **Catharina Elizabeth Badenhorst**, Second Defendant

In the above matter a sale will be held on Tuesday, 27 July 1993 at 10:15, at the site of 30 Janie Street, Brackenfell, being Erf 2483, Brackenfell, in the Municipality of Brackenfell, Division of Stellenbosch, measuring 726 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen per centum (16%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A single dwelling, comprising of three bedrooms, two bathrooms, lounge, dining-room, kitchen, servants' quarters and double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 14548/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff/Execution Creditor, and **Yusuf Shabodien**, Defendant/Execution Debtor

In pursuance of a judgment given in the above Honourable Court on 7 July 1992, and a writ of execution dated 9 July 1992, a sale in execution will take place on Friday, 9 July 1993 at 14:00, at 9 Second Avenue, Belgravia Estate, Athlone, Cape of:

Certain: Erf 112452, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division (otherwise known as 9 Second Avenue, Belgravia Estate, Athlone, Cape), in extent 496 (four hundred and ninety-six) square metres, held by the Execution Debtor under Deed of Transfer T11066/1985.

The property is vacant land.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Wynberg.

Dated at Cape Town this 4th day of June 1993.

D. Sonwyck, for Gregory Charnock, Execution Creditor's Attorney, Third Floor, 101 Main Road, Green Point, 8001. (Tel. 439-7533/87.) (Ref. DCSW/ps.)

Case 22274/90

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 **Mogamat Cassiem Davids**, married in community of property to **Fatima Davids**, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 4 June 1990, the property listed hereunder, and commonly known as 65/7 Duiker Street, Lotus River:

Erf 6261 (portion of Erf 2068), Grassy Park, situated at Lotus River, in the Local Area of Grassy Park, Administrative District of the Cape.

In extent: 938 square metres, will be sold in execution on 30 July 1993 at 10:00, at 65/7 Duiker Street, Lotus River, to the highest bidder.

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

Single dwelling, brick walls, zinc roof, six bedrooms, three kitchens, three lounges, three bathrooms and toilets.

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, Wynberg, and at the offices of the auctioneers, Messrs Ford & Van Niekerk, 156 Main Road, Plumstead.

Pincus Matz Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 58409/91

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 **Noorjahan Khan**, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 12 December 1991, the property listed hereunder, and commonly known as 1 Meadow Way, Grassy Park:

Erf 9217, Grassy Park, in the Local Area of Grassy Park, Cape Division.

In extent: 519 square metres, will be sold in execution on 30 July 1993 at 10:30, at 1 Meadow Way, Grassy Park, to the highest bidder:

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

Brick dwelling, three bedrooms, two bathrooms, kitchen, lounge, dining-room, double garage with corrugated iron roof.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold at 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, Wynberg, and at the offices of the auctioneers, Ford & Van Niekerk, 156 Main Road, Plumstead.

Pincus Matz, Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 5491/92

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 **Zwelidumile McLaren Ngumla**, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Goodwood and writ of execution dated 19 May 1993, the property listed hereunder, and commonly known as Zone 16, 33 Langa:

All right, title and interest in the leasehold in respect of Erf 2014, Langa, situated in the Area of Ikapa Town Council, Administrative District of the Cape.

In extent: 201 square metres, will be sold in execution on 26 July 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: Asbestos roof, lounge, kitchen, two bedrooms, separate toilet and servant's room.

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 1064/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **NBS Bank Ltd**, Plaintiff, and **George Edward Fuller**, First Defendant, and **Desiree Lenise Fuller**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Stellenbosch and writ of execution dated 4 May 1993, the property listed hereunder and commonly known as 7 Flamink Road, Paardevlei, Somerset West, will be sold in execution at the above address of 27 July 1993 at 12:00, to the highest bidder:

Erf 7, Somerset West, situated in the Municipality of Somerset West, Division of Stellenbosch, measuring 464 (four hundred and sixty-four) square metres.

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

Single storey residence, built of brick with asbestos roof, comprising two bedrooms, lounge/dining-room, kitchen, two bathrooms, shower, two toilets, and concrete boundary walls.

The 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, Somerset West, Church Street, Somerset West. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Somerset West on this 4th day of June 1993.

M. Rose, for Morkel & De Villiers, Second Floor, Elwil Centre, 14 Caledon Street, Somerset West. (Ref. M. Rose/kr/Z03689.)

Case 2978/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **Nedcor Bank Limited**, Plaintiff, versus **Thembisile Joseph Daka**, Defendant

In pursuance of a judgment dated 18 February 1993 and an attachment on 30 March 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 23 July 1993 at 14:15:

Erf 490, Kwadwesi, Administrative District of Port Elizabeth, in extent 294 (two hundred and ninety-four) square metres, situate at 22 Mkhwenkwe Street, Kwadwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof consisting of two bedrooms, kitchen, lounge and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance including VAT if applicable against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges (4%) four per cent are also payable on date of sale.

Dated 23 June 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 2400/93

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

In the matter between **Thomas Richard Martin**, Judgment Creditor, and **Ismail Ryklief**, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 23 March 1993, the property listed hereunder, and commonly known as 19 Douglas Road, Wynberg:

Erf 91697, Portion of Erf 69045 Cape Town at Wynberg, situate in the City of Cape Town, Cape Division, in extent 273 square metres will be sold in execution on 27 July 1993 at 10:00, at 19 Douglas Road, Wynberg, to the highest bidder.

The following improvements are reported to be on the property, but nothing is guaranteed: Semi-detached dwelling, brick walls, zinc roof, two bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court 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 (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, Wynberg and at the offices of the Auctioneers, Messrs Steer & Co., 33 Loop Street, Cape town.

Pincus Matz, Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 12158/92

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 **William Samuel Buys**, First Defendant, and **Jennifer Edna Buys**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 4 March 1993, the following property will be sold in execution, in front of the Courthouse for the District Kuils River on Friday, 23 July 1993 at 09:00, to the highest bidder:

Certain Erf 1199, Gaylee, in the Melton Rose Local Area, Administrative District of Stellenbosch, in extent 300 (three hundred) square metres, held by Deed of Transfer T26512/88, also known as 25 Helderberg Street, Blackheath 7581.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court 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:** The 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 sixteen per centum (16%) 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 15 June 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W15354.)

Case 13264/92

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 **William Cornelius Bosman**, First Defendant, and **Marie Evelyn Bosman**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 30 December 1992, the following property will be sold in execution, in front of the courthouse for the District Kuils River on Friday, 23 July 1993 at 09:00, to the highest bidder:

Certain Erf 3724, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 338 (three hundred and thirty-eight) square metres, held by Deed of Transfer T62982/91, also known as 65 Flamboyant Street, Beverleypark, Eerste River 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and of the Title Deeds of the Property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16,75 per centum (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 which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on 16 June 1993.

G. Visser, Malan Laàs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.]

Case 12880/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Ltd versus Mzwamawethu Mainet Luzipho and Nombuyiselo Sylvia Luzipho

In pursuance of a judgment dated 12 May 1993 and an attachment on 14 June 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 23 July 1993 at 14:15:

Erf 5506, Motherwell, in the Administrative District of Uitenhage, in extent 222 (two hundred and twenty-two) square metres, situated at 190 Ngaba Ngaba Street, Motherwell NU3, 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 bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Sheriff's charges (4%) four per cent are also payable on date of sale.

Dated the 24th day of June 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 13612/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Ltd versus Mzimasi Richard Mbuqe

In pursuance of a judgment dated 21 May 1993, and an attachment on 14 June 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 23 July 1993 at 14:15:

Erf 18930, Ibhayi, at McNamee Village, in the Administrative District of Port Elizabeth, in extent 205 (two hundred and five) square metres, situated at 5 Jolobe Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Sheriff's charges (4%) four per cent are also payable on date of sale.

Dated the 24th day of June 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 8446/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedperm Bank Ltd versus Malusi Sixaka

In pursuance of a judgment dated 12 June 1993, and an attachment on 17 May 1993, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 23 July 1993 at 14:15:

Erf 11512, kwaZakhele, in the Municipality and Division of Port Elizabeth, in extent 240 (two hundred and forty) square metres, situated at 11512 Site & Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Sheriff's charges (4%) four per cent are also payable on date of sale.

Dated the 24th day of June 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 98/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Kutbudien Mukuddem**, Defendant

In pursuance of a judgment of the above-mentioned Honourable Court, in the above matter dated 3 February 1993, I shall sell in execution by public auction at site on Wednesday, 28 July 1993 at 10:00, subject to the conditions of sale to be read at the sale, the following immovable property:

Certain Erf 14663, Goodwood, situated in the local area of Elsies River, Cape Division, measuring 534 (five hundred and thirty-four) square metres, held under Deed of Transfer T71937/91, situated at 235 Connaught Road, Cravenby Estate.

Comprising lounge, TV-room, dining-room, three or four bedrooms, two bathrooms, tiled roof, two carports, a flat consisting of a lounge, two bedrooms and a half bathroom.

The conditions of sale will lie for inspection at the office of the Sheriff for the Supreme Court, Goodwood, at 29 Northumberland Street, Bellville.

S. V. Shapiro, for Bisset Boehmke & McBlain, Attorneys for Plaintiff, 11th Floor, Regis House, 124 Adderley Street, Cape Town, 8001.

Case 3290/93

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 **Mogamat Zain Thompson**, Defendant

In pursuance of a judgment in the Magistrate's Court, District of Kuils River, and writ of execution dated 8 April 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Friday, 23 July 1993 at 09:00, to the highest bidder:

Certain Erf 2153, Kleinvlei portion of Erf 21, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 381 (three hundred and eighty-one) square metres, held by Deed of Transfer T12467/87, also known as 14 Hudson Street, Melton Rose, Eerste River, 7100.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising of lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this the 16th day of June 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z18161.)

Case 2921/93

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

In the matter between **The Body Corporate of the Brackenvilla Building SS17/89**, Plaintiff, and **N. A. Kriel**, First Defendant, and **Mrs M. Kriel**, Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Kuils River, in the above-mentioned suit, a sale will be held at 83 Brackenvilla, Stanley Street, Brackenfell, on Friday, 3 September 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Kuils River:

Section 83, as shown and more fully described on Sectional Plan SS17/89, in the building or buildings known as Brackenvilla and situated at Brackenfell in the Municipality of Cape Town, Cape Division, of which section the floor area according to the sectional plan is 83 square metres in extent, together with an undivided share in the common property in the land and building/buildings, shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in the Schedule endorsed on the said sectional plan and held under Certificate of Registered Sectional Title ST4060/1992, and situated at 83 Brackenvilla, Stanley Street, Brackenfell.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: An 83 square metre dwelling consisting of three bedrooms, lounge, kitchen and one and a half bathrooms.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 4% (four per centum) on the proceeds of the sale [minimum charges R50 (fifty rand)].

Dated at Cape Town on this the 22nd day of June 1993.

William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town; P.O. Box 67, Cape Town; Docex 88. (Tel. 22-2084.) (Ref. J. Luitingh/ms/S1077/3045.)

Case 889/93

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Benjamin Dorfling**, Defendant

In pursuance of a judgment of the above Honourable Court dated 12 May 1993, and an attachment in execution dated 7 June 1993, the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 23 July 1993 at 15:00:

Erf 641, North End, in the Municipality and Division of Port Elizabeth, the physical address being Joycelyn, 10 Somers Street, Sydenham, Port Elizabeth, in extent 796 (seven hundred and ninety-six) square metres.

While nothing is guaranteed, it is understood that on the property a building consists of a sales office measuring 115 square metres and a shaded tarred parking area of 541 square metres.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Deputy Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 94 Main Street, Port Elizabeth. (Tel. 52-1118.)

Terms: 10% (ten per centum) and Deputy Sheriff's charges of 5% (five per centum) on the first R20 000 (twenty thousand rand) and 3% (three per centum) on the balance on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth on this the 7th day of June 1993.

C. S. Beyleveld, for Loon & Connellan, Plaintiff's Attorneys, 4 Cape Road, Central, Port Elizabeth. (Tel. 52-1416.) (Ref. C. Beyleveld.)

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between **Eastern Province Building Society**, Plaintiff, and **Benjamin Dorfling**, Defendant

In pursuance of a judgment of the above Honourable Court dated 12 May 1993, and an attachment in execution dated 7 June 1993, the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 23 July 1993 at 15:00:

Erf 642, North End, in the Municipality and Division of Port Elizabeth, in extent 411 (four hundred and eleven) square metres, situated at 2 Somers Street, Sydenham, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a double storey brick building under asbestos, measuring 617 square metres, consisting of a workshop at ground floor level and a workshop/warehouse area on the first floor.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Deputy Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 94 Main Street, Port Elizabeth. (Tel. 52-1118.)

Terms: 10% (ten per centum) and Deputy Sheriff's charges of 5% (five per centum) on the first R20 000 (twenty thousand rand) and 3% (three per centum) on the balance on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth on this the 7th day of June 1993.

C. S. Beyleveld, for Loon & Connellan, Plaintiff's Attorneys, 4 Cape Road, Central, Port Elizabeth. (Tel. 52-1416.) (Ref. C. Beyleveld.)

Saak 18034/90

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **K. B. Abrahams**, Eksekusieskuldeiser, en **Gideon Abraham Kleyn**, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Bellville gedateer 19 Maart 1992, en 'n lasbrief wat daarna uitgereik is, sal die hiernavermelde eiendom in eksekusie verkoop word op Woensdag, 28 Julie 1993 om 09:00, by die perseel, te 97 Van Eysenstraat, Parow, sonder reserwe en voetstoots aan die hoogste bieder:

1. Erf 5989, Parow, geleë in die munisipaliteit van Parow, afdeling van die Kaap, groot 490 (vierhonderd-en-negentig) vierkante meter, gehou kragtens Transportakte T19685/1989.

Adres en ligging van onroerende eiendom: 97 Van Eysenstraat, Parow.

Veilingvoorwaardes:

1. Die eiendom sal sonder reserwe en voetstoots in eksekusie verkoop word aan die hoogste bieder en onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshofe en die reëls wat daarop van toepassing is, asook die serwitute en voorwaardes verbonde aan die betrokke titelaktes vir soverre van toepassing.

2. Die volgende inligting word gemeld dog nie gewaarborg nie: Baksteenhuis, drie slaapkamers, eetkamer, kombuis, sitkamer, badkamer en toilet.

3. Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die afslaer voorgelees word en lê ter insae by die kantoor van die Balju van die Landdroshof te Northumberlandstraat 29, Bellville.

4. *Betaling geskied soos volg:* Tien persent (10%) van die koopprys kontant op die dag van die veiling en die balans tesame met rente daarop teen 'n koers van 18,5% (agtien komma vyf persent) per jaar of sodanige koers as wat die Eiser van tyd tot tyd mag vasstel vanaf die datum van verkoping tot datum van registrasie van transport teen oordrag van die eiendom in die koper se naam, welke betaling verseker moet word deur 'n waarborg van 'n goedgekeurde bank of bougenootskap binne veertien (14) dae na die veiling.

Gedateer te Bellville hierdie 8ste dag van Junie 1993.

N. Matthysen, vir Balsillie Watermeyer & Cawood, Eksekusieskuldeiser se Prokureurs, 8-10 Eerste Laan, Boston, Bellville. (Verw. COLL/MDC/F.08930.)

Case 5831/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Boland Bank Bpk.**, Plaintiff, and **Soren Sommer**, Defendant

In pursuance of a judgment granted on 19 May 1993 and writ issued on the strength thereof the undermentioned property will be sold in execution on 30 July 1993 at 10:00, at the property which is situated at 8 North Bend Avenue, Dochester Heights, East London, namely:

Erf 20731, East London (Nahoon Valley Park Township Extension 2), Municipality and Division of East London, in extent 1494 square metres.

The property will be sold without reserve.

The improvements on the property consist of a dwelling-house and outbuildings but nothing is guaranteed:

The full conditions of sale will be read out by the Sheriff at the sale and in the meantime the conditions may be inspected at his office at 4 Oxford Street, East London.

Dated at East London this the 23rd day of June 1993.

Russel Esterhuizen & Sephton, Plaintiff's Attorneys, 8 Graham Road, Southernwood, East London. (Tel. 43-3073.) (Ref. F. Esterhuizen/ew/BB0746.)

Case 14741/92

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

In the matter between **First National Bank of S.A. Ltd**, Execution Creditor, and **Richard Warrin Williams**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Goodwood, and writ of execution dated 12 January 1993, the following property will be sold in execution on Monday, 2 August 1993 at 11:00, to the highest bidder at 17 Zenith Road, Matroosfontein.

Certain Erf 380, Matroosfontein, in the Local Area of Matroosfontein, Cape Division, measuring 469 (four hundred and sixty-nine) square metres, held by Deed of Transfer T25766/88, also known as 17 Zenith Road, Matroosfontein, consisting of brick walls under asbestos roof, kitchen, lounge, two bedrooms and bathroom.

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

2. *Payment:* (10%) Ten per centum of the purchase price 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 date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Goodwood.

Dated at Wynberg on this the 23rd day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 58043/92

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

In the matter between **First National Bank of Southern African Ltd**, Judgment Creditor, and **Siva Moodley**, First Judgment Debtor, and **Erica La-Rhone Moodley**, Second Judgment Debtor

In pursuance of a judgment of the Magistrate's Court, Wynberg dated 23 February 1993, and a writ of execution issued thereafter, the following property will be sold in execution at the site on 20 July 1993 at 10:00, to the highest bidder namely:

Erf 119, Pelikan Park, in the Municipality of Cape Town, Division of Cape, measuring 413 (four hundred and thirteen) square metres, held by Deed of Transfer T70003/1991, commonly known as 31 Lark Circle, Pelican Park, which has the following improvements but nothing is guaranteed, a single dwelling with brick walls under a tiled roof consisting of three bedrooms, kitchen, lounge, bathroom and toilet.

Conditions of sale:

1. The property is sold voetstoots and ten per centum (10%) of the purchase price shall be paid in cash and the balance against transfer.

2. The full conditions of sale which will be read out by the auctioneer immediately prior to the sale, may be inspected at his office or that of the Sheriff for the Magistrate's Court.

Dated at Athlone on this the 17th day of June 1993.

Y. Ebrahim & Co., Plaintiff's Attorneys, 106 Athfin Centre, Church Street, Athlone. (Ref. YE/bd/F-69/92).

Case 10285/92

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

In the matter between **Riedewaan Hansen**, Plaintiff, and **Reginald B. Fish**, Defendant

Be pleased to take notice that the undermentioned property will be sold by public auction on 6 August 1993 at 12:15, at the site, in execution of a judgment granted to Plaintiff against Defendant in the above Honourable Court on 13 April 1993, and a writ of execution, dated 22 April 1993:

Erf 20016, Parow, in the Municipality of Parow, Cape Division, measuring 296 square metres, situate at 99 Linden Road, Ravensmead.

Improved by a house consisting of three bedrooms, kitchen, lounge, bathroom, toilet, servant's quarters and tiled roof.

Conditions: 10% (ten per centum) of the purchase price is payable as a deposit upon the date of the auction and the balance upon registration of transfer. Interest is payable at the current bank rate on the claim of any preferent creditor from date of the sale until date of registration of transfer.

The complete conditions of sale will lie for inspection at the office of the Sheriff, Bellville, and will be read immediately before the auction.

Dated at Bellville on this the 24th day of June 1993.

M. J. Strydom, for Claassen Strydom & Associates, Attorneys for Execution Creditor, 6 First Avenue, Boston, Bellville.

Case 1884/93

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Execution Creditor, and **Deon John Ross**, First Execution Debtor, and **Leona Lydia Ross**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 24 May 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house, at Kuils River, to the highest bidder on 23 July 1993 at 09:00:

Erf 3590, Blue Downs, in the Local Area of Lower Kuils River 1, Administrative District of Stellenbosch, in extent 319 (three hundred and nineteen) square metres.

Street address: 65 Bloekom Street, Blue Downs, Eerste River.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Three bedrooms, lounge, kitchen, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) *Payment shall be effected as follows:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,75% (sixteen comma seven five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this the 24th day of June 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 9258/91

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

ABSA Bank Ltd, trading as United Bank, *versus* **Gordon's Cape Cottage CC**

The following property will be sold in execution at the site of the property, 13 Aandblom Avenue, Devils Peak, Cape Town, on Thursday, 29 July 1993 at 15:00, to the highest bidder:

Erf 343, Vredehoek, in extent 144 square metres, held by T21634/1990, situate at 13 Aandblom Avenue, Devils Peak, Cape Town.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge/dining-room, kitchen, three bedrooms, bathroom/shower/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0296/gl.)

Case 11996/92

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

ABSA Bank Ltd, trading as United Bank, *versus* **Alphonsus Claudio Padua**

The following property will be sold in execution at the site of the property, 1 Stanberry Road, Rugby, Cape, on Thursday, 29 July 1993 at 14:00, to the highest bidder:

Erf 20563, Cape Town, at Brooklyn, in extent 479 square metres, held by T70834/1991, situate at 1 Stanberry Road, Rugby, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge/dining-room, three bedrooms, bathroom, toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0563/gl.)

Saak 10314/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Metropolitan Lewens Bpk.**, Eiser, en **Christiaan Kenneth Odendaal** (handeldrywende as Gemini Insurance Brokers), Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 5 Maart 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 4 Augustus 1993 om 12:30, op die perseel te Navicstraat 2 (voorheen Nooiensfonteinweg 70), Kuilsrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 8173, Kuilsrivier, in die Munisipaliteit van Kuilsrivier, afdeling Stellenbosch, groot 640 vierkante meter, gehou kragtens Transportakte T52021/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is onverbeter.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow en/of die Balju, E. J. Matthee, Northumberlandstraat 29, Bellville. (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow en/of die Balju, E. J. Matthee, Northumberlandstraat 29, Bellville. (Tel. 948-8326.)

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/M398.)

Case 958/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Freek Snyman**, First Defendant, and **Theima Veronica Snyman**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 51 Evans Street, Paarl, on Friday, 13 August 1993 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court.

Erf 6115, Paarl, in the Municipality of Paarl, Division Paarl, in extent 595 square metres, and situate at 51 Evans Street, Paarl.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A 155 square metre main dwelling, consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom with water closet, a 20 square metre outbuilding, consisting of a garage, servants' quarters, water closet, laundry and a 15 square metre carport.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 24th day of June 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorney, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1047/2868.)

Saak 30357/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Matthys Christiaan Boucher**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 26 November 1992, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 5 Augustus 1993 om 09:30, op die perseel te Sherryweg 4, Table View, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

Erf 12408, Milnerton, in die Munisipaliteit van Milnerton, afdeling Kaap, groot 600 vierkante meter, gehou kragtens Transportakte T73252/1990.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, een-en-'n-half badkamer, gang, oopplan kombuis, eet/sitkamer, voor- en agtertuin, en is omhein met vibracrete mure.

Die eiendom kan geïnspekteer word in oorleg met die Balju, E. Hurter, Mandatumgebou, Barrackstraat, Kaapstad. (Tel. 45-7560.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Balju-kommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, E. Hurter, Mandatumgebou, Barrackstraat, Kaapstad (Tel. 45-7560.)

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/A169.)

Saak 16094/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Christopher John Douglas Ferguson**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 7 Mei 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 4 Augustus 1993 om 13:45, op die perseel te Negende Laan 185, Kraaifontein, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 4191, Kraaifontein, in die Munisipaliteit van Kraaifontein, afdeling Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T72719/1991.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, sitkamer, eetkamer, kombuis, een-en-'n-half badkamer, drie slaapkamers en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman, Saambougebou, Voortrekkerstraat 219, Parow, en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaer/Balju-kommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow, en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/A183.)

Case 1930/91

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

ABSA Bank Ltd, trading as United Bank *versus* **Desmond Joseph de la Cruz** and **Gwendolene Winifred Abrahams**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

A unit consisting of:

(a) Section 20, as shown and more fully described on Sectional Plan SS31/1990 in the scheme known as Radiant Square, in respect of the land and building or buildings situated at Grassy Park, in the Local Area of Grassy Park, of which section the floor area according to the said sectional plan is 52 (fifty-two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Certificate of Registered Sectional Title ST31/1990 (20) (unit), also known as 20 Radiant Square, Sixth Avenue, Grassy Park, Cape.

1. The following improvements are reported but not guaranteed:

Sectional title unit: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U2811/gl.)

Case 1705/92

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

ABSA Bank Ltd, trading as United Bank *versus* **Jan van den Hoek**

The following property will be sold in execution at the site of the property, 59 Main Road, Saldanha, Cape, on Wednesday, 4 August 1993 at 12:00, to the highest bidder:

Erf 2225, Saldanha, in extent 495 square metres, held by T41583/1980, situated at 59 Main Road, Saldanha, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, scullery, three bedrooms, bathroom/toilet, external toilet, garage and two shops.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0951/gt.)

Case 5814/92

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

ABSA Bank Ltd, trading as United Bank *versus* **Ernest Sydney Snyman and Zita Snyman**

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Cape, on Monday, 2 August 1993 at 14:00, to the highest bidder:

Erf 18962, Parow, in extent 363 square metres, held by T29473/1991, situated at 62A Second Avenue, Ravensmead, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0329/gi.)

Case 336/90

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

ABSA Bank Ltd, trading as United Bank *versus* **Graig Granville Steyn**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 2 August 1993 at 10:00, to the highest bidder:

Erf 405, Blue Downs, in extent 340 square metres, held by T6267/1989 and T21696/93, situated at 8 Marigold Street, Hillcrest 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 bank-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 bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U0143/gi.)

Case 88/90

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

ABSA Bank Ltd, trading as United Bank *versus* **Jeremy Snyders and Sabrina Patricia Snyders**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 2 August 1993 at 10:00, to the highest bidder:

Erf 1590, Gaylee, in extent 343 square metres, held by T60336/1987, situated at 12 Bothmaskop Street, Gaylee Extension 6, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U2475/gl.)

Case 3410/93

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

ABSA Bank Ltd, trading as Allied Bank versus Wilson Johannes Musapo and Endrica Elizabeth Musapo

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 2 August 1993 at 10:00, to the highest bidder:

Erf 3524, Kleinvlei, in extent 256 square metres, held by T58573/1992, situated at 48 Pine Crescent, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0170/gl.)

Case 8726/89

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

ABSA Bank Ltd, trading as United Bank versus Harry Matthews Krige and Isabel Valerie Anne Krige

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 2 August 1993 at 10:00, to the highest bidder:

Erf 136, Kleinvlei, in extent 570 square metres, held by T3319/1987, situated at 7 Stanley Street, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U2185/gl.)

Case 8904/91

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

ABSA Bank Ltd, trading as United Bank versus Charles Pieter Joseph and Naomi Dorothy Joseph

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 2 August 1993 at 10:00, to the highest bidder:

Erf 1627, Gaylee, in extent 300 square metres, held by T11066/1988, situated at 38 Drakenstein Road, Greenfields, Gaylee, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D1U1033/gl.)

Case 7702/89**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

ABSA Bank Ltd, trading as United Bank *versus* **Colin Audey Chatborn Johnson and Sandra Johnson**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 2 August 1993 at 10:00, to the highest bidder:

Erf 2216, Blue Downs, in extent 325 square metres, held by T59243/1988, situated at 47 Acacia Road, Forest Village, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D9U1757/gl.)

Case 8291/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

ABSA Bank Ltd, trading as United Bank *versus* **Johannes Jacobus Christians and Ruth Evelyn Christians**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 2 August 1993 at 10:00, to the highest bidder:

Erf 671, Scottsdene, in extent 517 square metres, held by T17748/1984, situated at 109 Ultra Avenue, Bernadino Heights, Scottsdene, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, family room, study, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and double carport.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1004/gl.)

Case 12823/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

ABSA Bank Ltd, trading as United Bank *versus* **Martin Japtha Arnolds**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 2 August 1993 at 10:00, to the highest bidder:

Erf 26, Blue Downs, in extent 283 square metres, held by T20720/1988, situated at 6 Antipolis Place, The Conifers, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms and toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U1116/gl.)

Case 25219/91

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

ABSA Bank Ltd, trading as United Bank versus Edwin Allan Jardien and Sharon Jardien

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

Erf 37355, Mitchells Plain, in extent 304 square metres, held by T21882/1990, situated at 8 Duiker Street, Woodlands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0620/gl.)

Case 41931/91

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

ABSA Bank Ltd, trading as United Bank versus Esmond Alexander

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

Erf 41415, Cape Town at Athlone, in extent 597 square metres, held by T2221/1991, situate at 61 Carlier Crescent, Penlyn Estate, Lansdowne, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, six bedrooms, TV-room, bathroom, toilet and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U1000/gl.)

Case 22307/91

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

ABSA Bank Ltd, trading as United Bank versus Granville Dennis Morris

The following property will be sold in execution at the site of the property, 1-8 Raapkraal Road, Steenberg, Cape, on Monday, 2 August 1993 at 12:00, to the highest bidder:

Erf 4732, Constantia, in extent 6290 square metres, held by T67446/1988, situated at 1-8 Raapkraal Road, Steenberg, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, four bedrooms, bathroom/toilet, store, play room, bathroom/toilet and bathroom. Flatlet. Several store-rooms, office and commercial workshop.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D0U2647/gl.)

Case 34699/92

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

ABSA Bank Ltd, trading as United Bank *versus* **Jacob Hulshorst**

The following property will be sold in execution at the site of the property, 202 Montana Vista, Aliwal Road, Wynberg, Cape, on Friday, 6 August 1993 at 14:00, to the highest bidder:

Sectional Title Units consisting of:

(a) Section 18, in extent 107 square metres, section 21, in extent 7 square metres and section 13, in extent 20 square metres as shown and more fully described on Sectional Plan SS169/1990 in the scheme known as Montana Vista, in respect of the land and building or buildings situate at Wynberg, in the Municipality of Cape Town, and

(b) the respective undivided shares in the common property in the scheme apportioned to the said sections in accordance with the participation quota as endorsed on the said sectional plan.

Held by Certificates of Registered Sectional Title ST169/1990 (18) (Unit), ST169/1990 (21) (Unit) and St 169/1990 (13) (Unit), also known as 202 Montana Vista, Aliwal Road, Wynberg, Cape.

1. The following improvements are reported but not guaranteed:

Sectional title units.

Unit 18—Flat 202: Lounge, dining-room, kitchen, two bedrooms, bathroom/toilet and shower/toilet.

Unit 21—Number 3: Servants' quarters and

Unit 13—Number 13: 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 office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town.

Case 10405/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank *versus* **Katie Roberts**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

Erf 1036, Weltevreden Valley, in extent 350 square metres, held by T44870/1989, situated at 21 Denise Circle, Weltevreden Glen, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U1294/gl.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank *versus* **Arthur Charles James Peters and Jennifer Diana Peters**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

Erf 6830, Mitchells Plain, in extent 184 square metres, held by T3079/1988, situated at 30 Farrier Street, Westridge, Mitchells Plain, 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 bank-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 bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0989/gl.)

Case 4056/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank *versus* **Clyde Duncan Pedersen and Shirel Pedersen**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

Erf 2134, Mitchells Plain, in extent 278 square metres, held by T321/1989, situated at 27 Tunny Street, Strandfontein, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, 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 bank-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 bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U2447/gl.)

Case 13392/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank *versus* **Glyn Paul Martin**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

Erf 14841, Mitchells Plain, in extent 295 square metres, held by T47504/1989, situated at 25 Ketch Road, Strandfontein Village, Cape.

1. The following improvements are reported but not guaranteed:

Semi-detached dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0260/gl.)

Case 4053/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Building *versus* **Abraham Cornelius Kruger and Margaret Elizabeth Kruger**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

Erf 14014, Mitchells Plain, in extent 202 square metres, held by T71250/1991, situated at 21 Stearman Close, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, three bedrooms, bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0664/gl.)

Case 2228/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank *versus* **Joan Mercia Jenneker**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

Erf 16096, Mitchells Plain, in extent 220 square metres, held by T42418/1990, situated at 63 Copenhagen Street, Portland, Mitchells Plain, 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 bank-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 bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0040/gl.)

Case 5092/93

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

ABSA Bank Ltd, trading as United Bank *versus* **Elbert David Matinka**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

A unit consisting of:

(a) Section 19, as shown and more fully described on Sectional Plan SS223/1989 in the scheme known as Sandpiper Mansions, in respect of the land and building or buildings situate at Grassy Park, in the Local Area of Grassy Park, of which section the floor area according to the said sectional plan is fifty-four (54) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said sectional in accordance with the participation quota as endorsed on the said sectional plan.

Held by Deed of Transfer ST223/1989 (19) (Unit), also known as 19 Sandpiper Mansions, Lake Road, Grassy Park, Cape.

1. The following improvements are reported but not guaranteed:

Sectional title unit: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D3U0055/gl.)

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

ABSA Bank Ltd, trading as United Bank versus Sakeyna Matthews

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

Erf 36043, Cape Town at Athlone, in extent 480 square metres, held by T2723/1986, situated at 70 Jupiter Road, Athlone, Cape.

1. The following improvements are reported but not guaranteed:

Double storey dwelling under tiled roof: Lounge, study, family room, kitchen, four bedrooms, two dressing-rooms, TV-room, three bathroom/shower/toilets, shower/toilet, servant's room and shower/toilet. Attached double garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D9U0700/gl.)

Case 6676/92

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

ABSA Bank Ltd, trading as United Bank versus Christopher Lawrence and Sarah Magdaline Lawrence

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 4 August 1993 at 10:00, to the highest bidder:

Erf 7722, Mitchells Plain, in extent 210 square metres, held by T8282/1989, situated at 55 Eagle Crescent, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Semi-detached 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 bank-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 bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. D2U0251/gl.)

Saak 62/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **United Bank**, Eiser, en **Izak Jaques Pelser**, Eerste Verweerder, en **Mona-Retha Pelser**, Tweede Verweerdere

In navolging van 'n vonnis van bogemelde Agbare Hof, gedateer 21 Februarie 1992, en 'n lasbrief vir eksekusie teen onroerende eiendom gedateer 28 Februarie 1992, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder, te die Landdroskantore, Kimberley, op Donderdag, 22 Julie 1993 om 10:00, naamlik:

Sekere: Erf 1120, Kimberley, geleë in die munisipaliteit van die stad Kimberley, groot 880 (aght honderd en tagtig) vierkante meter, beter bekend as Stewartstraat 11, Kimberley.

Bestaande uit: Drieslaapkamerwoonhuis met sit- en eetkamer, kombuis, badkamer, toilet, enkelmotorhuis en bediende-kamer met toilet.

Verkoopvoorwaardes: Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant onmiddellik na die verkoping en die balans van die koopprys moet gewaarborg word binne 'n redelike tydperk, met 'n goedgekeurde bank- of bouverenigingwaarborg, binne 'n redelike tydperk.

Verdere verkoopvoorwaardes kan besigtig word by die kantore van die Adjunk Balju.
Coetzee & Honiball, Prokureurs vir Eiser, Chapwood Chambers, Chapelstraat, Posbus 301, Kimberley.

Case 3059/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Mogamat Ardiel Davids**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 22 January 1993, the following property will be sold in execution on Wednesday, 21 July 1993 at 11:00, to the highest bidder in front of the Court-house for the District of Simon's Town:

Certain: Erf 1776, Ocean View, situated in the Local Area of Ocean View, Cape Division, in extent 397 (three hundred and ninety-seven) square metres, held by Deed of Transfer T36229/91, also known as 79 Comet Road, Ocean View, consisting of single-storey dwelling comprising three bedrooms, en-suite bathroom, open plan lounge/dining-room, kitchen and toilet/bathroom.

Conditions of sale:

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

2. *Payment:* 10% (ten per centum) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek this 14th day of June 1993.

D. Perold, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Saak 3328/92

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen **United Bank**, Eiser, en **Daniel Frederik Diederiks**, Eerste Verweerder, en **Mev. Elsie Adriana Diederiks**, Tweede Verweederes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroskantoor, Upington, op Woensdag, 21 Julie 1993 om 11:00, 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 3814, Upington, geleë Upington-dorpsuitbreiding 17, munisipaliteit Upington, afdeling Gordonia, groot 1 063 vierkante meter, onderworpe aan sekere servitude en voorwaardes en gehou kragtens Transportakte T223/1991.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, vier slaapkamers, twee badkamers, motorhuis en 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 bouverenigingswaarborg binne 14 (veertien) dae na afloop van die veiling.

Gedateer te Upington op hierdie 22ste dag van Junie 1993.

Lange Joubert Carr & Blaauw, Prokureurs vir Eiser, Posbus 6, Schröderstraat 26, Upington, 8800. (Tel. 2-2136.)

Case 7165/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Sandile Vincent Swana**, Defendant

In pursuance of a judgment dated 23 March 1993, and an attachment on 10 May 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 23 July 1993 at 14:15:

Erf 729, Motherwell, Administrative District of Uitenhage, in extent 300 (three hundred) square metres, situated at 259 Mtendwe Street, Motherwell.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges 4% are also payable on date of sale.

Dated at Port Elizabeth on this the 23th day of June 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

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

In the matter between **First National Bank of S.A. Ltd**, Execution Creditor, and **The Trustees for the time being of the Block Trust**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, and writ of execution dated 26 March 1993, the following property will be sold in execution on Wednesday, 18 August 1993 at 12:00, to the highest bidder at 21 Block Road, Kenwyn:

Certain Erf 60064, Cape Town, at Lansdowne in the Municipality of Cape Town, Cape Division, measuring 620 (six hundred and twenty) square metres, held by Deed of Transfer T34438/89, also known as 21 Block Road, Kenwyn.

Consisting of: Brick walls under asbestos roof, lounge, three bedrooms, bathroom and w.c., servants' quarters.

Conditions of sale:

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

2. *Payment:* Ten per centum (10%) of the purchase price 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 approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Wynberg this 22nd day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 27988/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Ltd** (trading as Allied Bank), Plaintiff, and **Johan Adolf Kilian**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 27 July 1993 at 14:00:

Erf 4817, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 720 (seven hundred and twenty) square metres, also known as 5 Sceptre Crescent, Table View.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the judgment creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 22nd day of June 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 3142/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Dennis Frank Abrahams**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain dated 12 August 1992, and warrant of execution dated 19 April 1993, the following will be sold in execution, on 2 August 1993 at 10:00, at the Court-house being:

Certain land situated at Mitchells Plain, in the City of Cape Town, Cape Division, being Erf 26567, Cape Town at Mitchells Plain, measuring 180 (one hundred and eighty) square metres, held under Deed of Transfer 76396, dated 18 December 1990, also known as 12 Whitley, Rocklands, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Single dwelling built of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet:

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on —

3.3.1 the amount of Plaintiff's claim at the rate of 22% (twenty-two per centum) per annum, for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraph 3.2 and 3.3 above are to be secured by the purchaser by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 7th day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. Mrs Wentzel/X2C0296.)

Case 5270/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **Standard Bank of South Africa Ltd**, Plaintiff, and **Andrew Paul Cochrane**, First Defendant, and **Claudette Norleen Cochrane**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 54 Sasmeer Road, Princess Marina, Retreat, on Wednesday, 28 July 1993 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Wynberg, 110 Maynard House, Maynard Road, Wynberg:

Erf 108979, Cape Town at Retreat, in the City of Cape Town, Cape Division, measuring 548 (five hundred and forty-eight) square metres, held by Deed of Transfer T3730/1988, also known as 54 Sasmeer Road, Princess Marina, Retreat (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 135 (one hundred and thirty-five) square metre main dwelling consisting of an entrance-hall, lounge, dining-room, kitchen, four bedrooms, separate water closet and bathroom with bath, water closet and shower. There is also a garage and servants' quarters with water closet and shower.

Terms:

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within (14) fourteen days from the date of the sale.

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

Dated at Cape Town this 14th day of June 1993.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. G. I. Rushton/32181.)

Case 2093/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of Southern Africa Ltd** (Reg. No. 05/01225/06), Plaintiff, and **Robert Lionel Pollard**, and **Sheila Sophia Pollard**, Defendants, married in community of property to each other

In the above matter a sale will be held on Wednesday, 28 July 1993 at 14:00, at the site being:

21 Goldengate Way, Portlands, Mitchells Plain, measuring two hundred and ten (210) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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): Brick residence with tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

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 3rd day of June 1993.

E. W. Domingo & Associates, Plaintiff's Attorneys, Grassy Park Shopping Centre, Victoria Road, Grassy Park. (Tel. 706-2873/4/5.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Richard and Phumla Mbinda**, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 16 July 1992, the following property will be sold on 23 July 1993 at 11:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 4688, Municipality and Division of East London, in extent 1 078 (one thousand and seventy-eight) square metres, held under T788/92, known as 66 Smith Hill, Haven Hills, East London.

The sale aforesaid will take place at the property itself being 66 Smith Hill, Haven Hills, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Conventional dwelling comprising three bedrooms, dressing-room, two bathrooms, kitchen, lounge, dining-room, single garage and servants' quarters with bathroom.

Dated at East London on this 14th day of June 1993.

Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. C. Kloot/tj.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS Bank Ltd**, Plaintiff, and **A. N. Hickton**, Defendant

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on 29 July 1993 at 11:00:

Property Erf 1555, Milnerton, in the Municipality of Milnerton, Administrative District of the Cape, measuring 531 (five hundred and thirty-one) square metres, held by Deed of Transfer T72584/91. More specifically known as 35 Dale Crescent, Tableview.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. [Tel. (021) 92-3007.] (Ref. H. M. P. Kruger/jk.)

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

In the matter between **Nedcor Bank Ltd**, formerly Nedperm Bank Ltd, Judgment Creditor, and **Francois Jacobus Goosen**, married in community of property to **Petru Goosen**, Judgment Debtor

In pursuance of a judgment granted on 5 April 1993, in the Grabouw Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 July 1993 at 11:00, at 13 Arbor Street, Molteno Park, Grabouw, to the highest bidder:

Description Erf 1163, Grabouw, in the Municipality of Grabouw, Division of Caledon, in extent eight hundred (800) square metres, postal address: 13 Arbor Street, Molteno Park, Grabouw.

Improvements: With a dwelling thereon.

Held by the Defendant in his name under Deed of Transfer T80562/91.

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

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Grabouw.

Dated at Somerset West this 13th day of June 1993.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 4134/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **Nedcor Bank Ltd**, formerly Nedperm Bank Ltd, Judgment Creditor, and **Jacobus Edward Nienaber**, Judgment Debtor

In pursuance of a judgment granted on 8 November 1991, in the Somerset West, Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 July 1993 at 15:30, at 19 Primula Street, Somerset West, to the highest bidder:

Description: Erf 5547, Somerset West, in the Municipality of Somerset West, Division of Stellenbosch, in extent one thousand two hundred and one (1 201) square metres, postal address: 19 Primula Street, Somerset West.

Improvements: With a dwelling thereon.

Held by the Defendant in his name under Deed of Transfer T9710/90.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Church Street, Somerset West.

Dated at Somerset West this 14th day of June 1993.

P. du Toit, for Morkel & De Villiers, Plaintiff's Attorneys, Second Floor, Boland Bank Building, Main Road, Somerset West, 7130; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 45333/89

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 **Frank Robert Yon**, married in community of property to **Sonia Yon**, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 16 January 1990, the property listed hereunder, and commonly known as 20 Forel Road, Nootgedacht:

Erf 1300, Matroosfontein, in the Local Area of Nootgedacht, Division of Cape, in extent 344 square metres, will be sold in execution on 26 July 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: Asbestos roof, brick walls, lounge, kitchen, three bedrooms, bathroom and toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, 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 17348/92

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

In the matter between **ABSA Bank Ltd**, trading as Allied Bank, Plaintiff, and **Faalka Investments CC**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 11 August 1993 at 14:00:

Erf 492, Zeekoevlei, in the Local Area of Zeekoevlei, Cape Division, in extent 1 041 square metres, also known as 15 Watercress Road, Zeekoevlei.

Conditions:

1. The following information is furnished, but not guaranteed: Single brick dwelling under tiled roof with three bedrooms, kitchen, lounge, dining-room, bathroom and toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 11th day of June 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 11515/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Eric Versfeld**, Plaintiff, and **V. I. Davies**, Defendant

The following property will be sold in execution at the premises, being 4 Dickens Close, Merrydale, Mandalay, Mitchells Plain, on 27 July 1993 at 12:00, to the highest bidder:

1. The following improvements are reported but not guaranteed:

Single-storey dwelling, brick walls, under tiled roof, consisting of two bedrooms, kitchen, lounge and toilet/bathroom.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 25% (twenty-five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer), against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the sale.

3. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 7th day of June 1993.

J. L. Martinson & Co., 717 Grand Parade Centre, Adderley Street, Cape Town.

Case 56816/91

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

In the matter between **Nedcor Bank Ltd**, Reg. No. 51/0009/06, Judgment Creditor, and **Erf 1271 Ottery CC**, Judgment Debtor

The following property will be sold in execution by public auction held at the Magistrate's Court, Wynberg, to the highest bidder on 9 August 1993 at 10:00.

Description: Remainder Erf 1271, Ottery, 494 square metres, known as 8 Woodside Road, Ottery.

Improvements reported but not guaranteed:

Single storey, brick walls, zinc roof, three bedrooms, kitchen, lounge, bathroom, toilet and double garage.

1. The full and complete conditions of sale will be read immediately prior to the sale and will lie for inspection at the offices of the Sheriff, Wynberg.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale in cash or by approved bank-marked cheque and the balance together with interest thereon at the rate of 18% (eighteen per cent), from the date of sale to date of registration of transfer of the property into the purchaser's name, with payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Wynberg this 16th day of June 1993.

Pincus Matz & Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 3584/92

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

In the matter between **Nedcor Bank Ltd**, Reg. No. 51/0009/06, Judgment Creditor, and **Francois Friedrich Smith-Symms**, Judgment Debtor

The following property will be sold in execution by public auction held at the Magistrate's Court, Wynberg, to the highest bidder on 9 August 1993 at 10:00.

Description: Remainder Erf 78449, Diep River, 845 square metres, known as Ivy Green, Hilmar Road, Diep River.

Improvements reported but not guaranteed:

Single storey, brick walls, tiled roof, consisting of bedroom, lounge, kitchen, outside bathroom, garage and freestanding store-room.

1. The full and complete conditions of sale will be read immediately prior to the sale and will lie for inspection at the offices of the Sheriff, Wynberg.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale in cash or by approved bank-marked cheque and the balance together with interest thereon at the rate of 18% (eighteen per cent), from the date of sale to date of registration of transfer of the property into the purchaser's name, with payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Wynberg this 16th day of June 1993.

Pincus Matz & Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Saak 753/93

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen **Strand Munisipaliteit**, Eiser, en **Danny Davis**, getroud binne gemeenskap van goedere met Ellen Susanna Davis, Verweerder

Ingevolge 'n vonnis gegee deur die Landdroshof, Strand, op 2 Maart 1993, en 'n lasbrief vir uitvoering, uitgereik op 2 Maart 1993, sal die eiendom bekend as Erf 17821, Strand, munisipaliteit van die Strand, afdeling Stellenbosch, groot 128 (eenhonderd agt-en-twintig) vierkante meter, in eksekusie verkoop word op 4 Augustus 1993 om 10:30, te bogenoemde adres op die terme en voorwaardes wat onmiddellik voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Strand, en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprijs onmiddellik na die verkoping betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprijs en rente daarop binne 14 dae na die datum van verkoping.

2. Benewens die koopprijs sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente aan die Eiser op die kapitale bedrag bereken teen 18,25% (agtien komma twee vyf persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: 'n Leë erf.

Gedateer te Strand op hierdie 24ste dag van Junie 1993.

G. Sieberhagen, vir Rowan & Pullen, Eerste Verdieping, Eerste Nasionale Bankgebou, Hoofweg, Strand. (Verw. COLL:GS/svdb/Rates.)

Case 4047/89

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

In the matter between **First National Bank of S.A. Ltd**, Plaintiff, and **F. J. de Necker**, and **J. H. S. de Necker**, Defendants

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises of 13 Turner Street, Brackenfell, on 29 July 1993 at 12:00:

Property: Erf 2354, Brackenfell, in the Municipality of Brackenfell, Division of Stellenbosch, measuring 714 (seven-hundred and fourteen) square metres, held by Deed of Transfer T6876/81, more specifically known as 13 Turner Street, Brackenfell.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and of the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale.

The full conditions of sale may be inspected at the offices of the undersigned.

Dated the 22nd day of June 1993.

Kruger & Marais, Attorneys for Plaintiff, 16 McIntyre Street, Parow. (Ref. H. M. P. Kruger/jk.)

Case 11691/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **Belinda Susan Thain**, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 13 November 1992, the property listed hereunder, and commonly known as 11 Barlinka Street, Table View, will be sold in execution in front of the Magistrate's Court, Cape Town, on Thursday, 29 July 1993 at 15:00, to the highest bidder:

Erf 13310, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 605 (six hundred and five) square metres.

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

Single storey residence built of facebrick with tiled roof, comprising two bedrooms, lounge, dining-room, kitchen, bathroom, shower and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 23rd day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1111.)

Case 14615/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Vuyo Elliot Bala**, Defendant

In pursuance of a judgment dated 24 May 1993, and an attachment on 18 June 1993, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on 23 July 1993 at 14:15:

Erf 719, Motherwell, NU7, Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 239 Mtendwe Street, Motherwell, NU7.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the day of sale, the balance, including Value-Added Tax, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale.

Sheriff's charges (4%) four per cent, are also payable on date of sale.

Dated at Port Elizabeth on this the 22nd day of June 1993.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case 12157/92

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 **Cecil John Booysen**, First Defendant, and **Joane Sophia Booysen**, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 15 February 1993, the following property will be sold in execution in front of the Court-house for the District of Kuils River on Friday, 23 July 1993 at 09:00, to the highest bidder:

Certain Erf 4082, Eerste River, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 270 (two hundred and seventy) square metres, held by Deed of Transfer T10572/90, also known as 1 Everest Close, Heather Park, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed:

A dwelling comprising a lounge, dining-room, 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 17,25% (seventeen comma two five) per centum per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor, then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on the 17th day of June 1993.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. G. J. V./SP W15358.)

Saak 2610/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Nedcor Bank Bpk.**, Eksekusieskuldeiser, en **Benjamin Alexander Witbooi**, Eerste Vonnisskuldenaar, en **Lenie Witbooi**, 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 Julie 1993 om 10:00, te Ribbokstraat 59, New Orleans, Paarl, naamlik:

Erf 15548, Paarl, in die munisipaliteit en afdeling Paarl, groot 380 (driehonderd en tagtig) vierkante meter, gehou deur die Eksekusieskuldenaars kragtens Transportakte T10373/87, en geleë te Ribbokstraat 59, New Orleans, Paarl, onderhewig 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 Landdroshowe, Wet No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig.
2. Een tiende ($\frac{1}{10}$) van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling, en 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 9de dag van Julie 1993.

Van Wyk Gaum Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 13003/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between **ABSA Bank Ltd**, trading as Allied Bank Ltd, Plaintiff, and **Joseph Saralina**, Defendant

The following property will be sold in execution on 2 August 1993 at 14:00, on the steps of the Magistrate's Court, Wynberg, to the highest bidder:

Erf 1888, Mandalay, in the Division of the Cape, Cape Division, in extent 480 (four hundred and eighty) square metres, held by Deed of Transfer T17109/88, also known as 101 Dickens Drive, Merrydale.

1. The property shall be sold without reserve and subject to the terms and conditions of the Magistrates' Courts Act and the rules thereunder and of the title deeds.
2. The following improvements on the property are reported but nothing is guaranteed: Single dwelling of brick walls under tiled roof consisting of three bedrooms, kitchen, lounge and toilet/bathroom.
3. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash or by deposit-taking institutions guaranteed cheque upon signature of the conditions of sale, and the unpaid balance together with interest thereon at the ruling rate of interest on the balance of the purchase price from date of sale to date of registration of transfer, against registration of transfer, is to be secured by approved deposit-taking institution guarantee to be delivered within fourteen (14) days 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 the office of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Dated at Claremont this 2nd day of July 1993.

Balsillie, Watermeyer & Cawood, Plaintiff's Attorneys, Norwich Life Centre, Protea Road, Claremont, Cape. (Ref. D. P. Smit/al/Claremont.)

Case 34591/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

ABSA Bank Ltd, trading as United Bank *versus* **Devraj Govender**, and **Cornelia Govender**

The following property will be sold in execution by public auction held at 39 Kitchener Street, Woodstock, to the highest bidder on 27 July 1993 at 12:15:

Erf 118272, Cape Town, at Woodstock, in the Municipality of Cape Town, Cape Division, in extent 93 (ninety-three) square metres, held by Deed of Transfer T44775/91, situate at 39 Kitchener Street, Woodstock.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Hall, lounge, two bedrooms, kitchen, bathroom and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,75% (sixteen comma seven five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 24th day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 6245/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

ABSA Bank Ltd, trading as United Bank versus Alexander Floris le Roux, and Avril Felicity Mary le Roux

The following property will be sold in execution by public auction held at 17 Rustenburg Road, Richwood, to the highest bidder on 29 July 1993 at 11:00:

Erf 1516, Richmond Park in the Municipality of Milnerton, Cape Division, in extent 270 (two hundred and seventy) square metres, held by Deed of Transfer T78004/92, situate at 17 Rustenburg Road, Richwood.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Lounge/dining-room, kitchen, three bedrooms, two bathrooms, toilet and carport.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 24th day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 29053/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **Perl Service Centre CC**, Execution Creditor, and **Eddie Chubb**, Execution Debtor

Be pleased to take notice that in terms of a judgment of the above Honourable Court obtained against the Execution Debtor, on 26 January 1993, and in terms of a warrant of execution issued in pursuance thereof, the undermentioned property has been placed under attachment and will be sold in execution on 23 July 1993 at 14:15 at the entrance of the New Law Courts, North End, Port Elizabeth:

Erf 0000092, Kini Bay, 13 Brandersig Crescent, Kini Bay, Title Deed T29141/1978.

Dated at Port Elizabeth on this 25th day of June 1993.

D. J. Parker, for Rushmere Noach Inc., First Floor, Allied Building, 93 Main Street, Port Elizabeth. (Ref. Mrs Matthews.)

Case 9295/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD AT UITENHAGE

In the matter between **Saambou Bank**, Execution Creditor/Plaintiff, and **D. Windvogel**, Execution Debtor/Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Uitenhage, dated 11 December 1992, the following property will be sold in execution on 29 July 1993, in front of the Magistrate's Court at 11:00, to the highest bidder, without reserve, 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, which conditions of sale will be read by the Sheriff for the Magistrate's Court, Uitenhage, immediately prior to the sale and which may be inspected at the offices of the Sheriff for the Magistrate's Court, 45 Cuyler Street, Uitenhage:

Property: A certain piece of land being Erf 6442, situated in the Municipality of Despatch, Division of Uitenhage, measuring 275 square metres, under Transfer T58921/91, in favour of D. Windvogel, situated at Korhaan Road 9, Daleview, Despatch, 6220.

Improvements: The following improvements on the property have been reported but nothing is guaranteed: Dwelling-house.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the signing of the conditions of sale, and the unpaid balance together with interest thereon at the rate stipulated in the first mortgage bond registered against the property to date of payment, within ten (10) days, to be paid or secured by an approved bank or building society guarantee.

Dated at Despatch on this 11th day of June 1993.

P. W. Hancke, Attorney for Plaintiff, 76 Botha Street, P.O. Box 84, Despatch, 6220.

Case 1546/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **The Standard Bank of South Africa Ltd**, Execution Creditor, and **Pieter Jacobus la Grange** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Somerset West, dated 28 April 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 27 July 1993 at 10:00:

Erf 89, Croydon, in the Local Area of Faure in the Administrative District of Stellenbosch, in extent 592 (five hundred and ninety-two) square metres:

Street address: Corner of The Steyne and MaCauley Road, Croydon.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Dwelling, including garage and workshop.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 5 Church Street, Somerset West.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,75% (sixteen comma seven five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 30th day of June 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 2786/93

PH 155

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Fidelity Bank Ltd**, Plaintiff, and **Minref (Pty) Ltd**, First Defendant, and **Aupat Properties CC**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without a reserve price, will be held at Portions 46 and 57 (a portion of Portion 3) of the farm Hans Moes Kraal 202, in the Division of George, on Wednesday, 28 July 1993 at 11:00, of the undermentioned properties of the Second Defendant on the conditions to be read out by the auctioneer at the time of the sale, and which conditions may be inspected at the offices of the Sheriff, George, prior to the sale:

Certain Portion 46 (a portion of Portion 3) and Portion 57 (a portion of Portion 3) of the farm Hans Moes Kraal 202, in the Division of George, in extent of 64 5159 hectares and 37 8282 hectares respectively.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed: Residential dwelling with outbuildings (severely damaged by fire).

Terms: Ten per cent (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 within thirty (30) days from the date of sale.

Dated at Johannesburg this 24th day of June 1993.

J. F. Bezuidenhout, for Salomon-Friedman, Plaintiff's Attorneys, First Floor, SFB Chambers, 133 Marshall Street, Johannesburg. (Ref. J F. Bezuidenhout.)

Case 15902/92

PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Esias Albertus Oelofse**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 30 Donkin Road, Table View, on Thursday, 12 August 1993 at 09:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

Erf 4858, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 1 279 (one thousand two hundred and seventy-nine) square metres, and situated at 30 Donkin Road, Table View.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

A 288 (two hundred and eighty-eight) meter main dwelling consisting of an entrance hall, lounge, dining-room, family room, study, kitchen, five bedrooms, two bathrooms with water closets, two water closets, play room, music room, a 42 (forty-two) square metres outbuilding consisting of servants' quarters, water closet and a swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Cape Town this 29th day of June 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S955/2564.)

Case 1384/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOSSEL BAY HELD AT MOSSEL BAY

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Simon Johannes du Plooy**, Defendant

In pursuance of a judgment in the Magistrate's Court, Mossel Bay, and a warrant of execution dated 1 June 1993, the property listed will be sold in execution by Mossel Bay Auctioneers & Insurance Agents, on 30 July 1993 at 10:00, at the property to the highest bidder:

Portion 98 of the farm Voorburg 255, in the Municipality of Great Brak River, Administrative District of George, in extent 1 292 (one thousand two hundred and ninety-two) square metres, held by Deed of Transfer T46983/85, also known as 16 Mossienes Avenue, Great Brak River.

The following improvements are reported to be on the property but nothing is guaranteed:

Dwelling-house with four bedrooms, one and a half bathrooms, family room, lounge/dining-room, kitchen, garage and store-room.

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 deed in so far as these are applicable.

2. **Terms:** The purchase price shall be paid as to 10% (ten per cent) thereof on the date of the sale to the Sheriff, Mossel Bay, and the balance together with interest thereof at the rate of 16% (sixteen per cent) per annum from date of sale to date of registration of transfer, shall be paid to the Sheriff, Mossel Bay, or the transfer attorneys within 30 (thirty) days of the date of sale or secured by an approved bank or building society guarantee within the afore-mentioned period.

3. **Conditions:** The conditions of sale may be inspected at the offices of Miller Terblanche & Zietsman, 5 Cuff Street, Mossel Bay, and the Sheriff, 24 Danie de Jager Street, Mossel Bay.

Dated at Mossel Bay on this the 24th day of June 1993.

Miller Terblanche & Zietsman, Attorneys for Plaintiff, 5 Cuff Street, P.O. Box 83, Mossel Bay, 6500.

Case 12894/91

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 **H. J. C. Garnatt**, First Defendant, and **H. E. Garnatt**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuilsrivier and writ of execution dated 10 January 1992, the property listed hereunder will be sold in execution on 29 July 1993 at 11:00, at 88 Springbok Street, Heather Park, Eerste River, to the highest bidder:

Certain Erf 5431, Eerste River, in the Melton Rose Local Area, Division of Stellenbosch, known as 88 Springbok Street, Heather Park, Eerste River, in extent 247 (two hundred and forty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed:

Two bedrooms, kitchen, lounge, bathroom, toilet and tiled roof.

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, Bellville.

A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 10th day of June 1993.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/NB41.)

Saak 5465/88

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **Taurus Konstruksie**, Eiser, en **Vantage Development Co. (Pty) Ltd**, Verweerder.

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Maandag, 26 Julie 1993 om 10:00, te Matthewstraat, Paarl:

Erf 17142 en Erf 17143, onderskeidelik gedeeltes van Erf 16253, Paarl, in die munisipaliteit en afdeling Paarl, groot 68 vierkante meter elk, gehou kragtens Transportakte T23992/87.

Die eiendom is geleë te Matthewstraat, Paarl, en is 'n onbeboude erf.

Veilingvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en van die titelbewys in soverre dit van toepassing is.

2. 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 % 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 van koopprijs moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju geleë te Du Toitstraat 40, Paarl, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Case 143/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

In the matter between **United Bank**, Execution Creditor, and **R. J. van der Westhuizen**, First Execution Debtor, and **E. S. M. van der Westhuizen**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Bathurst held at Port Alfred and warrant of execution dated 25 May 1993, the following immovable property will be sold in execution on Friday, 30 July 1993 at 10:00, at Section 25, Settler Sands, West Beach Drive, Port Alfred:

(a) Section 25, as shown and more fully described on Sectional Plan SS(245/1987) in the building or buildings known as Settler Sands of which the floor area, according to the said sectional plan is 95 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 specified in a schedule endorsed on the said sectional plan.

Held by Certificate of Registered Title ST202/1989 (25) (Unit).

Conditions of sale:

1. The sale will be held without reserve and the property will be sold to the highest bidder.

2. The property will be sold voetstoets.

3. Payment shall be made in cash or by bank-guaranteed cheque.

Dated at Port Alfred on this the 28th day of June 1993.

Neave Stötter & Associates, Plaintiff's Attorneys, 15 Main Street, Port Alfred. (Ref. N. Stötter)

Case 14640/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **The Standard Bank of South Africa Ltd**, Execution Creditor, and **Ivor James Koeberg**, First Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 4 February 1993 and a warrant of execution issued, the undermentioned property will be sold voetstoets and without reserve in execution by public auction held on the premises, to the highest bidder on 25 July 1993 at 12:00:

Erf 594, Gaylee, in the local Area of Blue Downs, Stellenbosch Division, in extent 744 (seven hundred and forty-four) square metres.

Street address: 48 Robert Street, Blackheath.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoets to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Four bedrooms, lounge, one and a half bathroom and double garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court, or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 17,25% (seventeen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 28th day of June 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 11421/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Execution Creditor, and **Martin John Joe**, First Execution Debtor, and **Asheilla Deloras Doreen Joe**, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville dated 11 September 1991 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Voortrekker Road, Bellville, to the highest bidder on 26 July 1993 at 14:00:

Erf 11434, Parow in the Municipality of Parow, Cape Division, in extent 446 (four hundred and forty-six) square metres.

Street address 19 Leistner Street, Ravensmead.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Three bedrooms, kitchen, dining-room, bathroom, toilet and garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this the 28th day of June 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 014166/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Ltd**, trading as United Bank, Plaintiff, and **Elsbeth van Wyk**, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 29 July 1993 at 14:00:

Erf 145047, Cape Town, at Cape Town, in the Municipality of Cape Town, Cape Division, in extent 80 square metres, also known as 40 Francis Street, Cape Town.

Conditions:

1. The following information is furnished, but not guaranteed: Entrance hall, lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 28th day of June 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 4303/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **John Frank Dawson**, First Defendant, and **Sophia Elizabeth Dawson**, Second Defendant

In the above matter a sale will be held on Tuesday, 27 July 1993 at 11:15, at the site of 20 Von Willigh Crescent, Kuils River, being:

Erf 8121, Kuils River, in the Municipality of Kuils River, Division of Stellenbosch, measuring 630 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court, Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen per centum (16%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling with a tiled roof, comprising of three bedrooms, lounge, kitchen, bathroom and double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Kuils River and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case 11589/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Medina Wholesalers**, First Defendant, **Iqbal Mohamed**, Second Defendant, and **Ismail Mohamed**, Third Defendant

In pursuance of a judgment of the above-mentioned Honourable Court in the above matter dated 30 September 1992, I shall sell in execution by public auction at site on Wednesday, 28 July 1993 at 12:00, subject to the conditions of sale to be read at the sale, the following immovable property:

Certain Erf 127253, a portion of Erf 108434, Cape Town, at Athlone in the Municipality of Cape Town, Cape Division, measuring 497 (four nine seven) square metres, held under Deed of Transfer T38272/87, situate at 97 Mable Road, Rylands Estate.

Comprising: Four bedrooms, two main en-suites (one with basin, shower and toilet and one with bath, basin and toilet), separate bathroom with basin and toilet, kitchen, lounge, living-room, maids-room (with basin, shower and toilet), and garage.

The conditions of sale will lie for inspection at the office of the Supreme Court, Sheriff, Wynberg, at 110 Maynard House, Maynard Road, Wynberg.

S. V. Shapiro, for Bisset Boehmke & McBlain, Attorneys for Plaintiff, 13th Floor, Cartwright's Corner House, 19 Adderley Street, Cape Town, 8001.

Case 15157/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Cape of Good Hope Bank Ltd**, Plaintiff, and **Judith Hazel Peeters**, Defendant

Be pleased to take notice that in pursuance of a judgment of the above Honourable Court and a warrant of execution, the undermentioned immovable property will be sold in execution at 39 Lower Rochester Road, Observatory, on 27 July 1993 at 11:30, on site:

The property comprises: Single storey semi-detached brick building under corrugated iron roof with kitchen, lounge/dining-room and two bathrooms.

The property is more fully described as follows: Erf 118025, Cape Town, at Observatory, in the Municipality of Cape Town, Cape Division, measuring 82 square metres, held by Deed of Transfer T57354/89.

The property will be sold voetstoots and without warranty, the price being payable either in cash on sale or as to 10% (ten per cent) of the purchase price in cash on sale and the balance against transfer, such balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within fourteen (14) days after the date of the sale. If transfer of the property is not registered within one month after the date of sale, the purchaser shall be liable for payment of interest to the Plaintiff at the rate of 18,5% (eighteen comma five per centum) per annum on the balance of the purchase price as from the expiration of one month after the sale to date of registration of transfer.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the said Court.

Dated at Cape Town the 21st day of June 1993.

P. P. Pickup, for Peter Pickup & Associates, Plaintiff's Attorneys, St George's Centre, 13 Hout Street, Cape Town, 8001.

Case 3849/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **First National Bank Ltd**, Plaintiff, and **D. G. Scherwitz**, First Defendant, and **R. Scherwitz**, Second Defendant

In pursuance of a judgment of the above Honourable Court, and a writ of execution dated 11 June 1993, the property listed hereunder will be sold in execution on site, namely 12 Ridge Road, Beacon Bay, East London, on 23 July 1993 at 12:00, to the highest bidder:

Erf 123, Beacon Bay, Municipality of Beacon Bay, Division of East London, in extent 1 745 (one thousand seven hundred and forty-five) square metres.

Postal address: 12 Ridge Road, Beacon Bay, East London.

Improvements: Single storey comprising of lounge, family room, dining-room, kitchen, four bedrooms, three bathrooms, three toilets, double garage, swimming-pool, servants' quarters with shower and two toilets. Walled with security gates.

Material conditions (nothing is guaranteed in these aspects):

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Court Messenger within 14 (fourteen) days after the date of sale.
3. The full conditions may be inspected at the offices of the Messenger of Court, Lower Oxford Street, East London or at our offices.

Brown Hurly & Miller, Third Floor, First National Bank Building, Oxford Street, East London. (Ref. A. J. Miller/n1/FA128.)

NATAL

Case 11711/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Devan Govender**, First Defendant, and **Devamoney Govender**, Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 3 June 1993, the immovable property listed hereunder will be sold in execution on Friday, 23 July 1993 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Subdivision 669 (of 10) of Lot 5, 1519, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 336 (three hundred and thirty-six) square metres, situated at 9 Pisces Place, Allandale, Pietermaritzburg. Held by defendants under Deed of Transfer T15614/92.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential. *Improvements:* A dwelling-house constructed of block under tile roof, with fitted carpets, consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, toilet and front porch.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 17th day of June 1993.

Venn Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. Mr Burnett/06N2385/93.)

Case 11712/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Velepi Kidney Nomandlonya**, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 2 June 1993, the immovable property listed hereunder will be sold in execution on Friday, 23 July 1993 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Ownership Unit 445 Unit J, Township of Edendale, Pietermaritzburg, in extent 690 (six hundred and ninety) square metres, situated at 445 Unit J, Edendale, Pietermaritzburg. Held by defendant under Deed of Grant 00008713.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential. *Improvements:* A dwelling-house constructed of concrete under marley tile, consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, two toilets and diamond mesh fence.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 16th day of June 1993.

Venn Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. Mr Burnett/06N2385/93.)

Case 11710/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Makwenkwe Moven Mlambo**, First Defendant, and **Thandi Joyce Mlambo**, Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 2 June 1993, the immovable property listed hereunder will be sold in execution on Friday, 23 July 1993 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Ownership Unit 1012 (Ashdown), in the Township of Edendale, in extent 247 (two hundred and forty-seven) square metres, situated at A22 Ashdown, Plessislaer. Held by defendants under Deed of Grant 00008219.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential. **Improvements:** A dwelling-house constructed of concrete block under tile, with fitted carpets, consisting of lounge/dining-room, kitchen, three bedrooms, one and a half bathroom, shower, two toilets and outside toilet, fencing and gates.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 16th day of June 1993.

Venn Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. Mr Burnett/06/N2385/93.)

Case 37560/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Ltd**, Plaintiff, and **Sagran Marimuthu Naicker**, First Defendant, and **Pathmaveni Naicker**, Second Defendant

In pursuance of a judgment granted on 24 August 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 27 July 1993 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

Description: Subdivision 3734 (of Subdivision 3647) of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent two hundred and thirty-two (232) square metres.

Postal address: House 84, Road 728, Unit 7, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom.

Town planning: 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 20% (twenty 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, Chatsworth.

Jackson and Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P Murugan/SN/05N011308.)

Saak 494/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Natale Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.**, voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **Erf 1101 Shelly Beach (Edms.) Bpk.**, Eerste Verweerder, **Charl Louis Nienaber**, Tweede Verweerder, en **Wilhelm George du Toit**, Derde Verweerder

Ingevolge 'n uitspraak in die Hooggeregshof van Suid-Afrika (Natale Provinsiale Afdeling), Pietermaritzburg, en lasbrief tot eksekusie gedateer 29 Maart 1993, sal die volgende vaste eiendom verkoop word aan die hoogste bieder per publieke veiling op 23 Julie 1993 om 10:00, voor die Landdroshof, Port Shepstone, naamlik:

Erf 1101, Shelly Beach, geleë in die Munisipaliteitsgebied van Shelly Beach en in die Suid-Natal Gesamentlike Dienste-raadgebied, Administratiewe Distrik van Natal, groot 2 376 (tweeëuisend driehonderd ses-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T27133/90.

Met die volgende verbeterings: Geen.

Dit is 'n onbeboude erf.

Verkoops- en betaalvoorwaardes:

Die eiendom sal verkoop word aan die hoogste bieder op die voorwaardes soos neergelê in die voorwaardes van verkoping wat besigtig kan word by die kantoor van die Balju, Port Shepstone, of die prokureurs van die Eiser, Pietermaritzburg.

Geyser Liebetrau Du Toit & Louw, Eiser se Prokureurs, Loopstraat 380, Pietermaritzburg, 3201. (Ref. MRL/cb/s.612b.) (D:3/Sale.)

Case 03360/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Ltd** (No. 86/04794/06), trading as United Bank, Plaintiff, and **Kistasamy Moodley**, First Defendant, and **Narainamah Moodley**, Second Defendant

In pursuance of a judgment granted 27 April 1993 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 23 July 1993 at 10:00, at front entrance, of the Magistrates' Courts Building, Moss Street, Verulam.

Description: Lot 360, Northcroft, situated in the City of Durban, Administrative District of Natal, in extent 207 (two hundred and seven) square metres.

Street address: 146 Avalen Crescent, Phoenix.

Improvements: Block under tile semi-detached flat, comprising of three bedrooms, lounge, kitchen, toilet and bathroom, lights and water facilities.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Verulam.

Dated at Durban this 11th day of June 1993.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13843/JR.)

Case 52839/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Allied Bank**, a division of ABSA Bank Ltd, Plaintiff, and **Sathisavithri Naicker**, Defendant

In pursuance of a judgment granted on 18 December 1991 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Magistrate's Court, Somtseu Road Entrance, Durban, on Thursday, 29 July 1993 at 10:00:

Description: Lot 2459, Isipingo Extension 19, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent eight hundred and thirty-six (836) square metres, held under Deed of Transfer T12212/88.

Postal address: 27 Barracuda Drive, Isipingo Beach.

Improvements: Brick and tile double-storey dwelling, consisting of three bedrooms, lounge, dining-room, two bathrooms with toilets and kitchen.

Outbuildings are not complete.

The property is fenced and on a level site.

Town-planning zone: Special Residential 1.

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19,5% (nineteen comma five per cent) per annum to the Execution Creditor and to the bondholder's at a prescribed rate of interest per annum at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer, both days inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court at 40 St Georges Street, Durban.

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

Dated at Amanzimtoti on this the 15th day of June 1993.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti.

Downes Clulow & Van Heerden, 16th Floor, General Building, 47 Field Street, Durban. (Ref. L. F. Olive.)

Case 43299/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Ramdath Fakeera** and **Three Others**, Plaintiff, and **Kistamaih**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Durban and writ of execution dated 9 October 1992, the immovable property listed hereunder, will be sold in execution on 27 July 1993 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Subdivision 6864 (of 6838) of the farm Chat Seven 14780, City of Durban, Administrative District of Natal, in extent 209 (two hundred and nine) square metres.

Postal address: 4 High Terrace, Chatsworth, Durban.

Improvements: Brick under asbestos dwelling, two bedrooms, lounge, kitchen, toilet and bathroom.

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 10% (ten per cent) of the purchase price immediately after the sale and the balance against registration of the transfer into the name of the purchaser.

The full conditions may be inspected at our office and/or at the office of the Sheriff of the Magistrate's Court.

J. C. Mason & Co., Plaintiff's Attorneys, 600 Liberty Life House, 269 Smith Street, Durban.

Case 1509/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Bhulal Sundar**, First Defendant, and **Sheila Sundar**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division on Thursday, 10 June 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pietermaritzburg, on the steps of his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal on Friday, 23 July 1993 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 259 (of 245) of Lot 1774, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and eighty-one (281) square metres, which property is physically situate at 176 Mysore Road, Northdale, Pietermaritzburg, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T2841/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a single-storey detached dwelling-house, block under asbestos, consisting of a lounge, kitchen, three bedrooms, a toilet and shower.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,00% (sixteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this the 23rd day of June 1993.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 10999/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Lyndor Gardens Body Corporate**, Execution Creditor, and **Leon A. Coetzee**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Pietermaritzburg, dated 21 October 1992, the following immovable property will be sold in execution on 23 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, by public auction to the highest bidder. The immovable property is:

Section 1 on Sectional Plan SS242/1984, in the scheme known as Lyndor Gardens, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 132 square metres (one hundred and thirty-two square metres).

The following information is furnished regarding the property, but is not guaranteed: A double-storey dwelling duplex constructed of concrete under tiled roof, consisting of 3 (three) bedrooms, kitchen, lounge and dining-room combined, 2 (two) bathrooms, toilet and lock-up garage.

Postal address: 1 Lyndor Gardens, 26 Croft Road, Pietermaritzburg.

Zoning: Residential.

Material conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 277 Berg Street, Pietermaritzburg, by providing 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 by the Sheriff.
2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, by a bank or building society guarantee approved by the Execution Creditor's attorneys within fourteen (14) days of the date of sale, which said guarantee is said to be irrevocable and not subject to withdrawal by the bank or building society issuing same.
3. To be paid together with interest at the rate of 18,5% (eighteen comma five per cent) per annum from the date of sale of the property to the date of transfer, compounded monthly in advance on the balance of the purchase price, both days inclusive.

Dated at Pietermaritzburg this 18th day of June 1993.

Lynn & Berrangé, Execution Creditors Attorneys, Fifth Floor, PEBS Building, 258 Longmarket Street, Pietermaritzburg, 3201. (Ref. P. de VB/AKW/MM.)

Case 505/1993

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Belinda Gay Pheasant**, First Defendant, and **Derek Owen Pheasant**, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division on Monday, 26 April 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 Number 5, The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 23 July 1993 at 10:00, on conditions which will be read out by the Deputy Sheriff before the sale, and which conditions are in the possession of the Deputy Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, namely:

Subdivision 61 (of 1) of Lot 1777, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand one hundred and forty-four (1 144) square metres, which property is physically situated at 12 Huntley Road, Bisley, Pietermaritzburg, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T11496/92.

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 tile consisting of a lounge, dining-room, kitchen, three bedrooms and a bathroom-toilet. There are attached outbuildings consisting of a garage, staff room and a 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.

The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on the 9th day of June 1993.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 1921/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Execution Creditor, and **Maviyo Enock Nzimande**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 5 March 1993, the following immovable property will be sold in execution on 23 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1832, Unit S in the Township of Edendale, District of Pietermaritzburg, in extent three hundred and two (302) square metres, represented and described on Deed of Grant 9598, situated at 1832 Unit S, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 3rd day of June 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 5270/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Mduduzi Penuel Ngubane**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 30 March 1993, the following immovable property will be sold in execution on 23 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1499, Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent six hundred and seventy-five (675) square metres, represented and described on Deed of Grant 11590, situated at 1499 Unit S, Edendale East, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 3rd day of June 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 23847/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Bathobakae Elsie Khonyane**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 4 March 1993, the following immovable property will be sold in execution on 30 July 1993 at 10:00, on the front steps of the (Court-house), Magistrate's Court, Ixopo, to the highest bidder:

Lot 232, Stuartstown (Extension 2), situate in the Ixopo Health Committee Area, Administrative District of Natal, in extent two thousand and forty-nine (2 049) square metres, situated at 232 Centenary Road, Ixopo.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling-house constructed of brick under concrete tile roof, consisting of four bedrooms, two bathrooms, kitchen, dining-room, lounge, study and two garages.

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, 58 Nelson Street, Richmond, 3780, 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, 58 Nelson Street, Richmond, 3780, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 10th day of June 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 8639/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Execution Creditor, and **Joseph Mduduzi Zondo**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 15 May 1992, the following immovable property will be sold in execution on 23 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 1375, Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent six hundred and eight (608) square metres, represented and described on Deed of Grant 11440, situate at 1375 Unit S, Edendale East, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 15th day of June 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 7218/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Sundra Pillay**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 27 July 1993 at 10:00:

Description: Lot 605, Silverglen, situate in the City of Durban, Administrative District of Natal, in extent one thousand and four (1 004) square metres, held under Deed of Transfer T6196/78.

Physical address: 68 Grassmere Road, Silverglen, Chatsworth, Natal.

Zoning: Special residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising, upstairs five bedrooms (one en-suite), two kitchens, lounge, dining-room, bathroom, toilet and balcony. Downstairs: Four bedrooms, lounge, dining-room, toilet, bathroom, toilet/bathroom, kitchen and verandah. There is a double garage. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 29th day of April 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/R. 546/mvr.)

Case 821/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Perumal Ramiah Ramiah**, First Defendant, and **Priscilla Ramiah**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 27 July 1993 at 10:00:

Description: Lot 459, Silverglen, situate in the City of Durban, Administrative District of Natal, in extent nine hundred and sixty one (961) square metres, held under Deed of Transfer T9832/91.

Physical address: 49 Silverbank Road, Silverglen, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under asbestos roof dwelling comprising lounge, dining-room, family room (all tiled), kitchen (tiled with built in cupboards), three bedrooms (one with en-suite and built in cupboards), bathroom/toilet (tiled) and verandah (tiled). There is a double garage, servants' room and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arear levies/rates and/or Value-Added tax and the other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 29th day of April 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.5402/mvr.)

Case 51/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MAHLABATINI HELD AT MAHLABATINI

In the matter between **kwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Nester Ntombikhona Duma**, Defendant

In pursuance of a judgment granted on 23 March 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 30 July 1993 at 10:00, at the Magistrate's Court, Melmoth.

1. (a) *Deeds office description:* Ownership Unit D1835, situated in the Township of Ulundi, District of Mahlabatini, in extent nine hundred and six (906) square metres.

1. (b) *Street address:* D1835, Ulundi Township.

1. (c) *Property description* (not warranted to be correct): Single storey block under concrete tiled roof dwelling comprising of two bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage.

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, Mahlabatini, and at the office of the Sheriff of the Magistrate's Court, Rheinhold Street, Melmoth.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 7th day of June 1993.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 7485/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Rally Motors (Pty) Ltd**, Plaintiff, and **Moonsamy Gengan**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in this suite, a sale without reserve will be held outside the front entrance of the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth on 27 July 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 Sheriff's office, Supreme Court, Chatsworth, prior to the sale:

A sale with the reserve of R125 000.

Certain Lot 7910 of 7851 of Chat 714780, measuring the 270 square metres, situated at 61 Lemuria Grove, Arena Park, Chatsworth, Natal.

Improvements (not guaranteed):

1. Brick under tile roof dwelling comprising two bedrooms, lounge, dining-room, kitchen (tiled with built-in cupboards), toilet, bathroom, balcony, verandah, and outbuilding with two rooms, kitchen and bathroom/toilet.

Terms: 10% (ten per centum) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank/building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum) to a maximum fee of R6 000 and a minimum of R100.

Dated at Durban on this 27th day of May 1993.

Pearce, Lister & Co., Plaintiff's Attorneys, Ninth Floor, 318 Smith Street, Durban. [Tel. (031) 304-6781.] (Ref. Mr Pedersen.)

Case 349/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NQUTU HELD AT NQUTU

In the matter between **kwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Bekamevu Andrew Magwaza**, Defendant

In pursuance of a judgment granted on 4 December 1992 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 July 1993 at 10:00, at the Magistrate's Court, Nqutu:

1. (a) *Deeds office description:* Ownership Unit B1229 situate in the Township of Mondlo, District of Nqutu, in extent four hundred and sixty-four (464) square metres.

1. (b) *Street address:* B1229 Mondlo Township.

1. (c) *Property description* (not warranted to be correct): Single storey block under corrugated iron sheet dwelling comprising of two rooms and an outside toilet.

1. (d) *Zoning/special privileges or exemptions:* No special privileges or exemption. Zoned residential.

2. The conditions of sale may be inspected at the office of the Clerk of the Court, Magistrate's Court, Nqutu, and at the office of the Sheriff of the Magistrate's Court, Nqutu, and at the office of the Sheriff of the Magistrate's Court, Old Savoy Bioscope Buildings, 58 Gladstone Street, Dundee.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 8th day of June 1993.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 13091/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedperm Bank Ltd.**, formerly trading as Permanent Building Society, Plaintiff, and **Sarojini Pillay**, Defendant

In pursuance of a judgment granted on 4 May 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 27 July 1993 at 10:00, at the front entrance of the Magistrate's Court, Justice Street, Chatsworth:

Description of property: Subdivision 1032 of the farm Chat One 14542, situated in the City of Durban, Administrative District of Natal, in extent two hundred and nine (209) square metres.

Consisting of: Semi-detached double storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom.

Postal address: 174 Tammany Avenue, Croftdene, Chatsworth.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands i.e., voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 20,5% (twenty comma five per centum) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan.

Dated at Durban on this 7th day of June 1993.

Saras Perumaul, for A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street (bay passage entrance), Durban. (Ref. Mrs Perumaul/eg/414.)

Case 8137/92

IN THE SURPEME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Ashnand Maniram**, First Defendant, and **Vijayantimala Maniram**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the acting Sheriff, Inanda, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Friday, 23 July 1993 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Acting Sheriff at the time of the sale:

The property is described as Lot 385, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent four hundred and forty-four (444) square metres and held under Deed of Transfer T5327/89.

Street address: 226 Copperfield Crescent, Earlsfield, Newlands West.

Improvements: A block under tile roof house with hot and cold water consisting of three bedrooms, kitchen, toilet, bathroom, open plan lounge and dining-room.

Zoning: General Residential (not guaranteed).

Full conditions of sale may be inspected at the office of the Acting Sheriff, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 8th day of June 1993.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 4272/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Mjixwa Mkhize**, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg dated 16 March 1993 and writ of execution dated 16 March 1993, the immovable property listed hereunder will be sold in execution on Friday, 23 July 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Ownership Unit 3032, Imbali II, Edendale Township, situated in the District of Pietermaritzburg, Natal, in extent 365 square metres and held by Deed of Grant 11239.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17,25% (seventeen comma two five per centum) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg, Natal.

Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. K1L/491/evh.)

Case 3074/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH

In the matter between **Nedcor Bank Ltd**, formerly trading as Nedperm Bank Ltd, Plaintiff, and **Ishwarlall Dooki**, First Defendant, and **Reetha Devi Dooki**, Second Defendant

In pursuance of a judgment granted on 13 July 1993 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder, shall be sold in execution to the highest bidder on 27 July 1993 at 10:00, at the front entrance of the Magistrate's Court, Justice Street, Chatsworth:

Description of property: Subdivision 1414 of Subdivision 1357 of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent 232 (two hundred and thirty-two) square metres.

Consisting of a semi-detached double storey block under asbestos roof dwelling, comprising two bedrooms, lounge, kitchen, toilet and bathroom.

Outbuilding: Two rooms, kitchen, toilet and bathroom.

Postal address: 80 Road 704, Montford, Chatsworth.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands ie, voetstoots and subject to all the conditions of the title deed.

2. The purchaser shall be liable for payment of interest at the rate of 19% (nineteen 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, 12 Oak Avenue, Kharwastan.

Dated at Durban on this the 9th day of June 1993.

Perumaul, for A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, 343 Smith Street, Durban. (Ref. Mrs Perumaul/cg/713.)

Case 2443/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Shaikander Shaik**, First Defendant, and **Zaiboonnisa Shaik**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 7 May 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, Chatsworth, on 27 July 1993 at 10:00, outside the front entrance of the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Property description: Subdivision 694 of 2281 of the farm Chat One 14542, situated in the City of Durban, Administrative District of Natal, in extent 186 (one hundred and eighty-six) square metres.

Physical and postal address: 40 Democrat Street, Croftdene, Chatsworth, Natal.

Improvements: Semi-detached double storey block under asbestos roof.

Main building: Two bedrooms, lounge, kitchen, toilet and bathroom.

Outbuildings: No garage, no servants' quarters.

Nothing is guaranteed in respect of the above.

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 of the purchaser's 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, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban on this the 11th day of June 1993.

Van Onselen O'Connell, Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. R. Easton-Berry/EVV/03N0020023.)

Case 8067/92

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **Vadivelu Chengadoo**, First Defendant, and **Manickum Chengadoo**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 5 January 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, Chatsworth, on 27 July 1993 at 10:00, outside the front entrance of the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Property description: Lot 2, Burlington Heights, situated in the Development Area of Shallcross, County of Durban, Province of Natal, in extent 946 (nine hundred and forty-six) square metres.

Physical and postal address: 29 Burlington Drive, Shallcross, Chatsworth, Natal.

Improvements: Double storey brick under tile roof.

Main building: Three bedrooms (one en-suite), lounge, kitchen with built-in cupboards, toilet and bathroom-tiled, basement, room, kitchen and toilet and bathroom-tiled.

Outbuildings: No garage, no servants' quarters.

Nothing is guaranteed in respect of the above.

- 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 of the purchaser's 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, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban on this the 11th day of June 1993.

Van Onselen O'Connell, Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban.
(Ref. R. Easton-Berry/EVV/03N002005.)

Case 215/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corp. Ltd**, Plaintiff, and **Mkanyiseni Eric Mkhize**, Defendant

In pursuance of a judgment granted 16 March 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 July 1993 at 10:00, at the Magistrate's Court, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B2218, situated in the Township of Sundumbili, District of Inkanyezi, in extent three hundred and forty-nine (349) square metres.

1. (b) *Street address*: B2218 Sundumbili Township.

1. (c) *Property description* (not warranted to be correct): Single storey brick under asbestos roof dwelling comprising of bedroom, lounge, kitchen and bathroom.

The property is fully electrified and on main sewerage.

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, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 19, Eshowe Magistrate's Court.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of June 1993.

Truter James De Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 220/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Mehliswa Petrol Khuzwayo**, Defendant

In pursuance of a judgment granted on 16 March 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 July 1993 at 10:00, at the Magistrate's Court, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1125, situated in the Township of Sundumbili, District of Inkanyezi, in extent three hundred (300) square metres.

1. (b) *Street address*: B1225 Sundumbili 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.

The property is on fully electrified and on main sewerage.

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, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 19, Eshowe Magistrate's Court.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of June 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Lindah R. Zulu**, Defendant

In pursuance of a judgment granted on 16 March 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 July 1993 at 10:00, at the Magistrate's Court, Eshowe:

1. (a) *Deeds office description*: Ownership Unit B1547, situated in the Township of Sundumbili, District of Inkanyezi, in extent three hundred and eighty-eight (388) square metres.

1. (b) *Street address*: B1547 Sundumbili Township.

1. (c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of bedroom, lounge, kitchen and bathroom.

The property is on fully electrified and on main sewerage.

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, Eshowe, and at the office of the Sheriff of the Magistrate's Court, Room 19, Eshowe Magistrate's Court.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of June 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Enock Theminkosi Memela**, Defendant

In pursuance of a judgment granted on 15 December 1992 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 July 1993 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J2283, situated in the Township of Esikhawini, District of Ongoye, in extent six hundred and seventy-five (675) square metres.

1. (b) *Street address*: J2283 Esikhawini Township.

1. (c) *Property description* (not warranted to be correct): Single storey face brick under concrete tile roof dwelling comprising of three bedrooms, lounge, dining-room, kitchen and two bathrooms.

The property is on fully electrified and on main sewerage.

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, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of June 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Jabulisa Vincent Makhathini**, Defendant

In pursuance of a judgment granted on 1 March 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 July 1993 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H3611, situated in the Township of Esikhawini, District of Ongoye, in extent four hundred and sixty-two (462) square metres.

1. (b) *Street address*: H3611 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.

The property is on fully electrified and on main sewerage.

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, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of June 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 501/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Vusumuzi Patrick Ndiovu**, Defendant

In pursuance of a judgment granted on 26 August 1992, 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 July 1993 at 09:00, in front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds of description*: Ownership Unit H2545, situated in the township of eSikhawini, District of Ongoye, in extent six hundred and fifty (650) square metres.

(b) *Street address*: H2545 eSikhawini Township.

(c) *Property description* (not warranted to be correct): Single storey block under tiled roof dwelling comprising of three bedrooms, lounge, kitchen, two bathrooms and garage. The property is on fully electrified and on main sewerage.

(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, 8 Hulley Road, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of June 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 966/92.)

Case 2666/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KwaZulu Finance & Investment Corp. Ltd.**, Plaintiff, and **Mnumza Jacksonia Mhlanga**, Defendant

In pursuance of a judgment granted on 28 August 1990, 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 29 July 1993 at 11:00, in front of the Empangeni Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds of description*: Ownership Unit A360, situated in the township of Nseleni, District of Enseleni, in extent four hundred and fifty-one (451) square metres.

(b) *Street address*: A360 Nseleni Township.

(c) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, dining-room and kitchen. The property is on fully electrified and on main sewerage.

(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, Empangeni, and at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of June 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 519/90.)

Case 1181/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Natal Building Society**, No. 87/01384/06, Plaintiff, and **Reimond Theodore Fick**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Port Shepstone, and the warrant of execution issued pursuant thereto on 27 January 1993, the immovable property described as:

Subdivision 3 of Lot 536, Sunwich Port, situated in the Borough of Port Shepstone, and in the Southern Natal Joint Service Board Area, Administrative District of Natal, in extent 904 square metres, and situated at 5 Twist Street, Sunwich Port, will be sold in execution on Friday, 30 July 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:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by a dwelling under brick and tile consisting of three bedrooms, main en suite bedroom (toilet, bath and shower), bathroom, lounge, dining-room, kitchen, double garage, swimming-pool, servant's room and toilet.

Dated at Port Shepstone on this the 9th day of July 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N197/01N209542.)

Case 1643/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Natal Building Society**, No. 87/01384/06, Plaintiff, and **Royston Properties CC**, No. CK86/05529/23, Defendant

In pursuance of a judgment in the Court of the Magistrate of Port Shepstone, and the warrant of execution issued pursuant thereto on 30 June 1992, the immovable property described as:

Lot 949, Umtentweni, situated in Umtentweni Town Board Area, and in the Lower South Coast Regional Water Services Area, Administrative District of Natal, in extent 5,8950 hectares, and situated at 10 Royston Lane, Umtentweni, will be sold in execution on Friday, 30 July 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:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved as follows: Double storey building under brick and corrugated iron roof overlooking the Umzimkulu River. *Ground floor*: Lounge, TV-room, dining-room, kitchen, scullery, games room, toiler and swimming-pool. *Upstairs*: Three bedrooms, main en suite, separate bathroom with toilet and small lounge.

Dated at Port Shepstone on this the 9th day of July 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N201/01N209546.)

Case 10741/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Saambou Bank Ltd** (No. 87/05437/06), Plaintiff, and **Bongani Vincent Zondi**, Defendant

In pursuance of a judgment granted on 18 March 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 July 1993 at 10:00, at the front entrance, Magistrate's Court, Pinetown:

Description: Site A1276 kwaDabeka, in extent 257 (two hundred and fifty-seven) square metres.

Postal address: A1276 kwaDabeka.

Improvements: A brick and asbestos dwelling consisting of two bedrooms, lounge, toilet/bathroom and kitchen (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 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 to the Sheriff for the Magistrate's Court of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court Pinetown, at 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 22nd day of June 1993.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. (Ref. J. Krog/sh/07S630163.)

Case 4805/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), Execution Creditor, and **Ramsay Douglas McCaull**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 13 May 1993, the property listed hereunder will be sold in execution on 30 July 1993 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Remainder of Lot 192, Forest Hills, situated in the Borough of Kloof and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 4 618 (four thousand six hundred and eighteen) square metres.

Postal address: 17A Kloofview Road, Forest Hills, Natal.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey brick and tile dwelling consisting of: Lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower, two w.c's, fitted carpets and novilon. Double garage, servant's room, w.c., patio, tarmac driveway and retaining-wall.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 18th day of June 1993.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/151.)

Case 7726/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), Execution Creditor, and **Sivalingam Lutchmiah**, First Execution Debtor, and **Bommy Lutchmiah**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 25 August 1993, the property listed hereunder will be sold in execution on 30 July 1993 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Subdivision 10 of Lot 6465, Pinetown, situated in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 288 (one thousand two hundred and eighty-eight) square metres.

Postal address: 10 Oleander, off Greyvillea Road, Mariannhill.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey brick and tile dwelling with attached double garage, consisting of: Lounge, dining-room, kitchen, pantry, three bedrooms, one and a half bathroom, two showers and two w.c's.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 18th day of June 1993.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/001.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Kwazulu Finance & Investment Co. Ltd**, Plaintiff, and **Nhlanhla Alfred Masondo**, Defendant

In pursuance of a judgment granted on 3 August 1992 in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit E1203, in extent 315 (three hundred and fifteen) square metres, situated in the Township of Ntuzuma, represented and described on General Plan PB421/1986, held by virtue of Deed of Grant G7225/87.

Physical address: Ownership Unit E1203, Ntuzuma Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single storey facebrick/brick and tile dwelling comprising a kitchen, dining-room, lounge, three bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per centum) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Verulam.

Dated at Durban this 18th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z05965/26.)

Case 220/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **Eskom Finance Company (Pty) Ltd**, Execution Creditor, and **Zachariah Johannes Mbongeni Mazibuko**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Mtunzini, held at Mtunzini, dated 21 April 1993 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 July 1993 at 09:00, in front of the Magistrate's Court Building, Mtunzini, to the highest bidder:

Property description: Ownership Unit H1974, in the Township of Esikhawini, District of Ongoye, in extent of 338 (three hundred and thirty-eight) square metres and held under Deed of Grant G1338/86.

Postal address: H1974, Esikhawini, 3887.

Improvements: Plastered walls under a tiled roof dwelling comprising lounge, kitchen, three bedrooms, bathroom with toilet (the nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 16,75% (sixteen comma seven five per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 8 Hulley Avenue, Mtunzini.

Dated at Durban this 16th day of June 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C/Eskom/Sale/E42.)

Case 2061/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH

In the matter between **ABSA Bank Ltd** (No. 86/04794/06), trading as Allied Bank, Plaintiff, and **Omawathi**, First Defendant, and **Baljranjh Gareeb**, Second Defendant

In pursuance of a judgment granted on 17 May 1993, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 July 1993 at 10:00, in front of the Magistrate's Court Building, Chatsworth.

Description: Subdivision 765 (of 337) of the farm Chat Seven 14780, situate in the City of Durban, Administrative District of Natal, in extent 209 (two hundred and nine) square metres.

Street address: Road 706, House 7, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling, comprising of three bedrooms, lounge, kitchen, bathroom and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth.

Dated at Durban this 23rd day of June 1993.

A. J. McNabb, Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z14316/JR.)

Case 5104/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Allied Bank** (No. 86/04794/06), a division of ABSA Bank Ltd, Execution Creditor, and **Diplal Dukkan**, and **Meenaxi Amratlal Dukkan**, Execution Debtors

In pursuance of a judgment granted on 28 February 1990, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 27 July 1993 at 14:00 in front of the Magistrate's Court, Durban, to the highest bidder:

Description: A certain piece of land being Lot 235, Kenville Township, situate in the City of Durban, County of Victoria, Province of Natal, in extent five hundred and fifty-three (553) square metres, and now known as Lot 235, Kenville, situate in the City of Durban, Administrative District of Natal, in extent five hundred and fifty-three (553) square metres.

Postal address: 221 Rosary Road, Kenville, 4051.

Improvements: Brick and tile dwelling consisting of three bedrooms, lounge, dining-room, kitchen, prayer room, bathroom and toilet, toilet and shower, although nothing in this regard is guaranteed.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject 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 at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff, and prevailing from time to time from the date of sale to date of transfer.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Court, Somtseu Road, Durban, or at our offices.

Brivik & Associates, Plaintiff's Attorneys, Brivik & Associates, Fifth and Sixth Floors, Morningside Chambers, 510-512 Windermere Road, Morningside, Durban, 4001. (Tel. 23-2023.) (Ref. MB/lh/rp/D.02/005.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **N. A. Mabaso**, Defendant

In pursuance of a judgment granted in the above Honourable Court on 23 April 1993 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 27 July 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2476, Ezakheni, in extent 188 square metres, situate in the District of Emnambithi, Administrative District of Kwa Zulu, held under Deed of Grant No. G09918/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower.

Extent: 188 square metres.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 27 July 1993 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The property is within a black area and is accordingly reserved for ownership of the Balck Group.
4. The full purchase price shall be paid in cash or bank guaranteed cheque upon conclusion of the sale.
5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 23rd day of June 1993.

Maree & Pace, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF343.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Jabulani Dael Magwaza**, Defendant

In pursuance of judgment granted on 29 December 1992 in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30 July 1993 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam to the highest bidder:

Description: A certain piece of land, being Ownership Unit 103, in extent 312 square metres, situate in the Township of Ohlange, represented and described on General Plan SG2271/1987, held by virtue of Deed of Grant 12194, physical address Ownership Unit 103, Ohlange Township.

The property has been improved by the erection of a dwelling house thereon, consisting of: A single storey block and asbestos dwelling comprising of a kitchen, dining-room and two bedrooms. Municipal Water Supply-Local Authority, Sanitation-Pitlatrine.

Nothing is guaranteed in respect of such improvements on the property.

1. the sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualified for a loan, which shall not be less than the purchase price.
3. the purchaser shall be liable for payment of interest at the rate of 17% (seventeen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, value added tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 17th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z09285/35.)

Case 2805/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Ltd**, Plaintiff, and **Dan Rau Heavy Haulage (Pty) Ltd**, Defendant

In pursuance of a judgment granted on 8 May 1992, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in Execution on Tuesday, 27 July 1993 at 14:00, in front of the Magistrate's Court Somtseu Road, Durban.

Description: Sub 38 of Lot 391, Springfield situate in the City of Durban, Administrative District of Natal, in extent one thousand five hundred and seventy (1 570) square metres.

Postal address: 10 Maplefield Place, Springfield Park.

Improvements: First Block—One double-storey face brick with alluminum doors and windows office block with big roller garage door workshop.

Second Block—One double storey face brick with aluminum windows and a garage, with three huge workshops in complete, three high, face brick wall around the property in-complete, no gates water and lights.

Vacant Possession is not guaranteed: Nothing in respect of the sale notice is guaranteed.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per cent and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Durban North, 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 21st day of June 1993.

Mulla and Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 3771/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **R. Singh**, First Defendant, and **B. Singh**, Second Defendant

In pursuance of a judgment granted on 22 April 1993, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 July 1993, in front of the Magistrate's Court, Chancery Lane, Pinetown, at 10:00:

Description: Lot 2348 (Extension 11) situate in the Borough of Kloof and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 817 square metres, held by Deed of Transfer T9633/90.

Physical address: 41 Aloe Avenue, Circle Park, Kloof.

Improvements: Single storey, brick under tile dwelling three bedrooms, one and a half bathrooms, kitchen, lounge, dining-room, single garage, servants ablutions.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay 10% of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's Attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 22nd day of June 1993.

M. Baldocchi, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Cliff/sp.)

Case 3331/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Ltd**, formerly known as Nedperm Bank Ltd, Plaintiff, and **S. Moodley**, First Defendant, and **K. Moodley**, Second Defendant

In pursuance of a judgment granted on 22 April 1991, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 July 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Subdivision 8 (of 4) of Lot 2, Motalabad, situated in the Borough of Kloof and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 2 053 square metres, held by Deed of Transfer 19634/89.

Physical address: 12 Motala Road, Kloof.

Improvements: Double storey, brick under tile dwelling. *Downstairs:* Lounge, TV-room, entrance-hall, kitchen, scullery and toilet. *Upstairs:* Master bedroom, two bedrooms, toilet with bath, single garage and servants' quarters.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 22nd day of June 1993.

M. Baldocchi, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 12602/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Ltd**, formerly known as Nedperm Bank Ltd, Plaintiff, and **J. C. de Bruin**, Defendant

In pursuance of a judgment granted on 23 January 1992, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 July 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Subdivision 1 of Lot 71, Winston Park, situated in the Township of Gillitts and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1,0718 hectares, held by Deed of Transfer T24351/89.

Physical address: 21A Roosevelt Road, Winston Park (formerly known as 19 Roosevelt Road).

Improvements: Brick under tile dwelling, five bedrooms, four and a half bathrooms, kitchen, lounge, dining-room, family room, study, four garages, store-room, billiard room and servants' quarters.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 22nd day of June 1993.

M. Baldocchi, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 9004/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **E. D. Kroutz**, First Defendant, and **W. M. Thring**, Second Defendant, and **L. E. Thring**, Third Defendant

In pursuance of a judgment granted on 22 September 1992, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 July 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 8575, Pinetown Extension 67, situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 586 square metres, held by Deed of Transfer T11803/92.

Physical address: 10 Lyra Crescent, Marianridge, Pinetown.

Improvements: Single storey, brick under tile dwelling, three bedrooms, bathroom, kitchen and lounge/dining-room.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 22nd day of June 1993.

M. Baldocchi, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 11780/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **F. B. Kader**, First Defendant, and **M. Y. Ayhassin**, Second Defendant, and **S. B. Ayhassin**, Third Defendant

In pursuance of a judgment granted on 1 December 1992, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 July 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 906, Reservoir Hills Extension 4, situated in the City of Durban, Administrative District of Natal, in extent 1 126 square metres, held by Deed of Transfer T26814/90.

Physical address: 29 Halpin Avenue, Reservoir Hills.

Improvements: Single storey, brick under tile dwelling, three bedrooms, bathroom, toilet, lounge/dining-room, kitchen, verandah, two garages, servants' quarters and ablutions, tar driveway.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 22nd day of June 1993.

M. Baldocchi, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 4601/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH

In the matter between **Moodliar, Murugasen & Associates**, Plaintiff, and **J. G. Naidoo**, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Chatsworth, held at Chatsworth and a writ of execution, issued thereafter, the immovable property listed hereunder, will be sold in execution by the Sheriff of the Court, Chatsworth, on 27 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, 2 Justice Steet, Croftdene, Chatsworth:

Property description: Subdivision 1573 of 1878 of Chat Four 14716, situated in the City of Durban, Administrative District of Natal, in extent four hundred and forty-six (446) square metres.

Postal address: 151 Camper Drive, Havenside, Chatsworth, 4092.

Improvements: Semi-detached double storey block under tile roof dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom.

The nature, extent, condition, existence and description of the improvements are not guaranteed, and are sold voetstoots.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser 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 the transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum, to the Plaintiff from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrears and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff at 12 Oak Avenue, Kharwastan, Chatsworth, and/or at the offices of the Plaintiff's attorneys at Suite 15, Havenside Shopping Centre, Kingsbury Walk, Havenside, Chatsworth, 4092.

Interested parties are asked to contact the Plaintiff, whom may be prepared to grant loan facilities to an approved purchaser.

Dated at Chatsworth on this the 17th day of June 1993.

Deena Murugasen, Rajan Moodley & Associates, Plaintiff's Attorneys, Suite 15, Havenside Shopping Centre, Kingsbury Walk, Havenside, Chatsworth, 4092. (Ref. MM/JP/N22/91.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **United Bank Ltd**, 86/04794/06, Execution Creditor, and **Mark Andrew Mather**, Execution Debtor

In pursuance of a judgment granted on 12 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 Tuesday, 3 August at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain unit consisting of:

(a) Section 31 as shown and more fully described on sectional plan 192/1982 in the building or buildings known as Bencorrum of which the floor area, according to the said sectional plan is sixty-three (63) 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; now known as:

(a) Section 31 as shown and more fully described on Section Plan SS192/1982, in the scheme known as Bencorrum, in respect of the land and building or buildings situated at Durban, of which section the floor area according to the said sectional plan is sixty-three (63) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 6D Bencorrum Mews, 5 Shearer Road, Durban.

Improvements: Brick under tile dwelling consisting of entrance-hall, lounge, dining-room, kitchen, two bedrooms, bath and toilet.

Town-planning zoning: General Residential 5. *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 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, Somtseu Road, Durban, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/016/001046/Mrs Chelin.)

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. Vezzi**, Defendant

In pursuance of a judgment granted on 4 April 1990, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 27 July 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 measuring three hundred and thirty-eight (338) square metres.

1. (b) *Street address:* H2404 Esikhawini.

1. (c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of three bedrooms, bathroom, lounge and kitchen.

1. (d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office 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 25th day of June 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2759/93.)

Case 469/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **NBS Bank Ltd**, Plaintiff, and **N. S. Mthembu**, Defendant

In pursuance of a judgment granted on 27 May 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 July 1993 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Site H3027, Township of Esikhawini, District of Ongoye, measuring three hundred and thirty-eight (338) square metres in extent.

(b) *Street address*: H3027 Esikhawini.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of three bedrooms, two bathrooms and toilets, kitchen, lounge/dining-room and a 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 25th day of June 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2774/93.)

Case 129/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **Nedperm Bank Ltd**, Plaintiff, and **M. Z. Ngwane**, Defendant

In pursuance of a judgment granted on 18 April 1991 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 July 1993 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H2403, Township of Esikhawini, District of Ongoye, measuring three hundred and thirty-eight (338) square metres in extent.

(b) *Street address*: H2403 Esikhawini Township.

(c) *Improvements* (not warranted to be correct): Single storey brick under tile consisting of three 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 25th day of June 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2636/91.)

Case 324/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MTUNZINI HELD AT MTUNZINI

In the matter between **NBS Bank Ltd**, Plaintiff, and **S. M. Mhlongo**, Defendant

In pursuance of a judgment granted on 28 April 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 July 1993 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H2327, Township of Esikhawini, District of Ongoye, measuring 338 (three hundred and thirty-eight) square metres in extent.

(b) *Street address*: H2327 Esikhawini.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of two bedrooms, bathroom, kitchen and lounge/dining-room.

(d) *Zoning/special privileges or exemptions*: Special residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the 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 23rd day of June 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2771/93.)

Case 4534/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **A. P. van Zyl**, First Defendant, and **N. R. van Zyl**, Second Defendant

In pursuance of a judgment granted on 6 October 1992 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 29 July 1993 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Lot 3979, Richards Bay Extension 14, situated in the Borough of Richards Bay, Administrative District of Natal, measuring one thousand and eighty (1 080) square metres in extent.

(b) *Street address*: 1 Honeysuckle, Veldenvlei, Richards Bay.

(c) *Improvements* (not warranted to be correct): Brick under tile dwelling consisting of lounge, TV-room, dining-room, open plan kitchen, scullery, three bedrooms, two and a half bathrooms, double garage, servants' quarters, toilet, swimming-pool and fenced on two sides.

(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, old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 23rd day of June 1993.

Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2678/92.)

Case 3517/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Natal Building Society Ltd** (Reg. No. 87/01384/06), Execution Creditor, and **Michael Frederick Hodnett**, First Execution Debtor, and **Gillian Michelle Hodnett**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, and writ of execution dated 22 July 1992, the property listed hereunder will be sold in execution on 30 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Subdivision 65 of Lot 445, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent three hundred and fifty-six (356) square metres (formerly known as Subdivision 5998 of 5868 of the farm Zeekoe Vallei 787.

Postal address: 82 Grouper Gardens, Newlands East.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey concrete block and tile dwelling, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., patio, Pergola, paving and novilon.

Vacant possession is not 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 the office of the Sheriff for Inanda. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 22nd day of June 1993.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/005.)

35632/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Ltd**, Plaintiff, and **Dewki Mithry**, Defendant

In pursuance of a judgment granted on 11 August 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 July 1993 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam.

Description: Lot 4696, Tongaat Extension 31, situate in the Township of Tongaat, and in the North Coast Regional Watered Services Area, Administrative District of Natal, in extent 704 square metres.

Postal address: 4 Porpoise Place, Seatides, Tongaat.

Improvements: Brick under tile dwelling, comprising of three bedrooms, kitchen, lounge, dining-room, bathroom and toilet.

Vacant possession is not guaranteed. Nothing in respect of the sale notice is guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 18th day of June 1993.

Mulla & Mulla, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 11077/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Saambou National Building Society Ltd**, Judgment Creditor, and **Harinarain Singh**, First Judgment Debtor, and **Geetha Singh**, Second Judgment Debtor

In pursuance of judgment granted on 22 February 1991, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

The sale shall be for rands and no bid for less than ten rand (R10) shall be accepted.

Description: Lot 3962, Tongaat Extension 29, situated in the Township of Tongaat, Administrative District of Natal, in extent three hundred and sixty-six (366) square metres.

Postal address: 26 Fairlie Road, Belvedere, Tongaat.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, dining-room, toilet and bathroom.

Held by the Defendant in his name under Deed of Transfer TT699/1987. Nothing above is guaranteed.

Terms: The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediate 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 payment of interest at the rate of 21,75% (twenty-one comma seven five per centum) per annum calculated and capitalized monthly in advance, to the Execution Creditor and to the bondholder Saambou Bank on the respective amounts of the award to the Plaintiff in the plan of distribution calculated as from the date of sale to the 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 dues, 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.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks this 25th day of June 1993.

A. J. M. Pearse, for Du Toit Havemann & Krog, Gavin Gow & Co., Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.]

Case 15289/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Allied Bank**, a division of ABSA Bank Ltd, No. 86/04794/06, Plaintiff, and
Shailendrachand Sewdail, Defendant

In pursuance of a judgment granted on 12 June 1992 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Magistrate's Court Durban, Somtseu Road entrance, on Thursday, 29 July 1993 at 10:00:

Description: Lot 1166, Isipingo (Extension 6), situated in the Borough of Isipingo and in the Port Natal-Ebhodwe, joint services board area, Administrative District of Natal in extent of 931 (nine hundred and thirty-one) square metres.

Postal address: 65 James Avenue, Isipingo Hills, 4110.

Improvements: Brick and tile dwelling consisting of five bedrooms (2 en-suite), bathroom, separate toilet, kitchen, lounge, dining-room.

Town-planning zone: Special Residencial 1.

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respect set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19% (nineteen per centum) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to the date of transfer both dates inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court at 101 Lejaton Building, 40 St George's Street, Durban.

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.

Dated at Amanzimtoti on this the 14th of June 1993.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti; c/o Downes Clulow & Van Heerden, 16th Floor, General Building, 47 Field Street, Durban. (Ref. L. F. Olive.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Natal Bank Ltd, No. 87/01384/06** (formerly Natal Building Society No. 87/01384/06), Plaintiff, and **Ziba Armstrong Luthuli**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 7 April 1993, the immovable property described as:

Site No. A 1865, in extent 372 square metres, as shown on General Plan No. BA 15/1970, situated in the Township of Gamalakhe, District of Izingolweni, will be sold in execution on Friday, 30 July 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 and Breytenbach, the Plaintiff's attorneys, 16 Bissit Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) on 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 dwelling under brick and tile consisting of three bedrooms, lounge, dining-room, kitchen and bathroom.

Dated at Port Shepstone on this the 9th day of July 1993.

Barry, Botha and Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N206/01N209554.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Peramaputhree Nair**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) dated 11 May 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, Chatsworth, on 27 July 1993 at 10:00, outside the front entrance of the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Property description: Subdivision 980 (of 953), of Lot Crossmoor 15061, situated in the City of Durban, Administrative District of Natal, in extent 561 square metres.

Physical and postal address: 19 Bottlebrush Crescent, Crossmoor, Chatsworth, Natal.

Improvements: Block under tile roof.

Main building: Three bedrooms, lounge, kitchen – tiled, toilet and bathroom.

Outbuildings: No garage and no servants' quarters.

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 of the purchaser's 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, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban on this the 16th day of June 1993.

Van Onselen O'Connell, Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. R. Easton-Berry/EVV/03N002022.)

Case 7265/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Boland Bank Ltd**, Plaintiff, and **Sheila Mary Malpage**, First Defendant, and **Peter Malpage**, Second Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 5 May 1993, and writ of execution, the immovable property listed hereunder will be sold in execution on Friday, 30 July 1993 at 11:00, at Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 3 of Lot 1026, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 990 square metres, and held by Deed of Transfer T17878/87.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff, together with interest on the full amount of the Plaintiff's claim at the rate of 16,25% (sixteen comma two five per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale, may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. B897L/gd.)

Case 586/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Venisegran Govindsamy Govender**, First Defendant, and **Gunusoundari Govender**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 27 July 1993 at 10:00:

Description: Lot 632, Shallcross, situated in the Development Area of Shallcross, Administrative District of Natal, in extent two hundred and ninety-seven (297) square metres, held under Deed of Transfer T22172/89.

Physical address: 20 Sierra Madra, Shallcross, Natal.

Zoning: Special Residential.

The property consists of the following:

Double storey block under tile roof dwelling, comprising upstairs: Three bedrooms (fully carpeted), toilet, bathroom (tiled); and downstairs: Lounge/dining-room (fully carpeted), with knotty pine ceiling and kitchen. There are no outbuildings.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban on this 10th day of June 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.4226/slm.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **The Standard Bank of South Africa Ltd**, Plaintiff, and **Kubendra Chetty**, First Defendant, and **Prema Chetty**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 27 July 1993 at 10:00:

Description: Subdivision 2083 of the farm Mobeni No. 13538, situated in the City of Durban, Administrative District of Natal, in extent five hundred and eighteen (518) square metres, held under Deed of Transfer T12032/83.

Physical address: 25 Tritonia Crescent, Mobeni Heights, Durban, Natal.

Zoning: Special residential.

The property consists of the following:

Face brick under tile roof dwelling, comprising of lounge (carpeted), dining-room (tiled), TV-room (tiled), toilet with shower and tiled, kitchen with built-in cupboards and tiled, three bedrooms (one with en-suite) all with built-in cupboards and carpeted, toilet/bathroom (tiled), verandah and garage.

Outbuilding: Room, toilet and shower and swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank- or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the said attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 14th day of June 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.4743/slm.)

Case 101/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMBUMBULU HELD AT UMBUMBULU

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Melodious Zabuya Maphumulo**, Defendant

In pursuance of judgment granted on 14 August 1992 in the Umbumbulu Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder, will be sold in execution on 30 July 1993 at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A1354, in extent 635,1 (six hundred and thirty-five comma one) square metres, situated in the Township of kwaMakhutha, represented and described on General Plan BA35/66, held by virtue of Deed of Grant 388/98.

Physical address: Ownership Unit A1354, kwaMakhutha Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick and asbestos dwelling, comprising of a kitchen, dining-room, lounge, four bedrooms, two bathrooms, w.c. and a garage.

Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchase price shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rates taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umbumbulu.

Dated at Durban this 14th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z04662/35.)

Case 10970/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), Execution Creditor, and **Susan Sitole**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 10 November 1992, the property listed hereunder will be sold in execution on 30 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder:

Lot 3222, Queensburgh Extension 15, situated in the Borough of Queensburgh, Administrative District of Natal, in extent one thousand one hundred and forty (1 140) square metres.

Postal address: 79 Bealings Road, Northdene, Natal.

Town-planning zoning: Residential.

The property consists of unimproved vacant land, but nothing is guaranteed:

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 16th day of June 1993.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/02/N012/047.)

Case 15433/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **Saambou National Building Society**, Plaintiff, and **Mavi Raynold Gabela**, Defendant

Pursuant to a judgment of the above Honourable Court dated 29 June 1992 and warrant of execution dated 29 June 1992, the following immovable property will be sold in execution on Friday, 13 August 1993 at 11:00, at the Magistrate's Court, Pietermaritzburg, namely:

Site 160, situated in the Township of Edendale, Unit Q, and in the District of Edendale East, in extent 700 (seven hundred) square metres, held under Deed of Grant 13451.

The above-mentioned information regarding the property is not guaranteed.

Conditions of sale and payment:

The aforesaid property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff of the Magistrate's Court, Pietermaritzburg, and at the offices of Raulstone-Pretorius, Attorneys for Plaintiff, 255 Berg Street, Pietermaritzburg.

C. Pretorius, for Raulstone-Pretorius, Attorney for Plaintiff, 255 Berg Street, Pietermaritzburg. (Ref. S161/CP/mb.)

Saak 15433/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERMARITZBURG GEHOU TE PIETERMARITZBURG

In die saak tussen **Saambou-Nasionale Bouvereniging**, Eiser, en **Mavi Raynold Gabela**, Verweerder

Ter afdwinging van vonnis van bogemelde Agbare Hof op 29 Junie 1992 en die lasbrief vir eksekusie gedateer 29 Junie 1992, sal die volgende onroerende eiendom verkoop word op Vrydag, 13 Augustus 1993 om 11:00, naamlik:

Eenheid 160, geleë in die dorpsgebied van Edendale, Eenheid Q, in die distrik Edendale-Oos, groot 700 (sewehonderd) vierkante meter, gehou kragtens Grondbrief 13451.

Die voormelde besonderhede ten opsigte van die genoemde eiendom word nie gewaarborg nie.

Voorwaardes van verkoping en betaling:

Die hierbogenoemde eiendom sal verkoop word aan die hoogste bieder op die voorwaardes soos vervat in die voorwaardes van verkoping wat ter insae lê by die kantore van die Geregsbode, Pietermaritzburg, of die kantore van die Eiser se Prokureur, Raulstone-Pretorius, Bergstraat 255, Pietermaritzburg.

C. Pretorius, vir Raulstone-Pretorius, Prokureur vir Eiser, Bergstraat 255, Pietermaritzburg. (Verw. S161/CP/mb.)

Case 63688/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedperm Bank Ltd**, Execution Creditor, and **Indran Swaminathan Pillay**, Execution Debtor

In pursuance of a judgment granted on 7 August 1992, in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 27 July 1993, in front of the Magistrate's Court, Somtseu Road Entrance, Durban, at 14:00:

Description: Lot 138 (of 27) of Lot 916, Brickfield, situate in the City of Durban, Administrative District of Natal, in extent one thousand seven hundred and fifty-eight (1 758) square metres held under Deed of Transfer T8641/83, street address 115 Foreman Road, Brickfield, Durban.

Improvements: Face brick and tile house consisting of lounge/dining-room, three bedrooms, one with en-suite, kitchen, bathroom and toilet. Basement: Bedroom, lounge, kitchen and toilet/bathroom. (House occupied and almost complete): 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) 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 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 20,10% (twenty comma ten per centum) per annum to the bondholder, Nedperm Bank Ltd, formerly South African Permanent Building Society), 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 16th day of June 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 4425/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Bongiwe Caroline Kheswa**, Defendant

In execution of a judgment of the Magistrate's Court for the District of Pietermaritzburg, held at Pietermaritzburg, Natal, the following immovable property belonging to the above-named Defendant, will be sold in execution on 23 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder for cash, without reserve:

Ownership Unit 799, Unit T, situate in the Township of Edendale, in the District of Pietermaritzburg, Natal.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate at Ownership Unit 799, Unit T, situate in the Township of Edendale, in the District of Pietermaritzburg, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 15th day of June 1993.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/K118.)

Case 50149/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NATAL HELD AT DURBAN

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Leon Myburgh**, Execution Debtor

In pursuance of a judgment granted on 29 September 1992 in the Magistrate's Court for the District of Durban, held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 27 July 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: A unit consisting of:

(a) Section 12 as shown and more fully described on the Sectional Plan SS13/86 in the scheme known as Milton Court in respect of the land and building or buildings situate at Durban, of which section the floor area, according to the said sectional plan is sixty-two (62) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said Section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST13/86 (12) (Unit).

Street address: 12 Milton Court, Umbilo Road, Durban.

Improvements: A unit (flat) comprising of lounge, two and a half bedrooms, kitchen-nette, bathroom and toilet, 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) 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 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 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 Milner Street, Durban.

Dated at Durban this 14th day of June 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 8748/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Ltd**, formerly Nedperm Bank Ltd, Execution Creditor, and **Devamani Pather**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 21 March 1991, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 July 1993 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Lot 1395, Woodview, situated in the City of Durban, Administrative District of Natal, in extent one hundred and eighty-two (182) square metres.

Postal address: 45 Woodview Drive, Woodview, Phoenix, 4051.

Improvements: Block under tile semi-detached flat comprising three bedrooms, lounge, kitchen, toilet and bathroom, water and lights facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 20,75% (twenty comma seven five per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 23rd day of June 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C/Nedperm/Sale/P159.)

Case 17162/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Nedcor Bank Ltd**, formerly Nedperm Bank Ltd, Execution Creditor, and **Marius Louis Phillip Potgieter**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 28 April 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 July 1993 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Lot 887, Umhlanga Rocks Extension No. 9, situate in the Borough of Umhlanga, and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 515 (one thousand five hundred and fifteen) square metres.

Postal address: 5 Gunda Crescent, Umhlanga Rocks.

Improvements: Brick under tile double storey dwelling comprising:

Upstairs: Two bedrooms, one with en-suite and lounge.

Downstairs: Kitchen, dining-room, lounge, toilet and bathroom, double door garage, water and lights facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 (five hundred rand) whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 16% (sixteen per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 19th day of June 1993.

Shepstone & Wylie, Execution Creditor's attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C/Nedperm/Sale/P167.)

Case 616/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAMPERDOWN HELD AT CAMPERDOWN

In the matter between **United Bank Ltd** (No. 86/04794/06), Execution Creditor, and **Stephan Cole**, Execution Debtor

In pursuance of a judgment granted on 14 August 1991 in the Court of the Magistrate, Camperdown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 6 August 1993 at 11:00, in front of the Magistrate's Court, Camperdown, to the highest bidder:

Description: A certain piece of land being: Lot 222, Botha's Hill, situate in the Botha's Hill Health Committee Area and in the Pinetown Regional Water Services Area, Administrative District of Natal in extent three thousand one hundred and eight square metres.

Postal address: Kearsney College Road, Botha's Hill.

Improvements: A detached double storey brick under tile building consisting of entrance-hall, lounge, dining-room, family room, kitchen, laundry, four bedrooms, two bathrooms, toilet, patio, a detached outbuilding consisting of two staff rooms, two garages, carport, toilet, shower, studio and swimming-pool.

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 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 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, Camperdown, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/009336/Mrs Chelin.)

Case 8572/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **ABSA Bank Ltd**, Execution Creditor, and **Gary John Nelson**, Execution Debtor

In pursuance of a judgment granted on 24 September 1992, in the Pinetown, Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 30 July 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being Subdivision 3 of Lot 3204, Pinetown, situate in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 667 (one thousand six hundred and sixty-seven) square metres.

Postal address: 1 Balfour Road, Pinetown, 3610.

Improvements: Brick under tile detached single storey dwelling consisting of entrance-hall, lounge, dining-room, kitchen, study, three bedrooms, bathroom, bathroom and shower, two separate toilets, detached outbuilding consisting of staffroom, separate shower and toilet, two carports, swimming-pool, paving and walling, granny flat consisting of two rooms, kitchen, toilet and shower.

Town-planning: Zoning: Special residential 1.

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 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, 62 Caversham Road, Pinetown, 3610, or at our offices.

Dated at Durban this 22nd day of June 1993.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/045/001319/Mrs Chetty.)

Case 3830/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Theophilus Nliadjei Odjidja**, Defendant

In pursuance of a judgment granted 3 May 1993, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 July 1993 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Subdivision 11 (of 1) of Lot 664, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 1 385 (one thousand three hundred and eighty-five) square metres, held under Deed of Transfer T50/93, subject to all the terms and conditions therein contained.

Physical address: 2 Simpson Road, Malvern, Queensmead.

Improvements: Single storey brick under tile dwelling comprising four bedrooms, two and a half bathrooms, kitchen, dining-room, two lounges, study, garage and carport.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. The purchaser shall be liable for payment of interest at the rate of 16% (sixteen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Strauss Daly Inc.

Dated at Durban this 28th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. D. Varty/Z13797/nvh.)

Case 6981/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Ltd**, Plaintiff, and **Sobantu Dumakude Pamla**, Defendant

In pursuance of a judgment granted 14 September 1992, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 July 1993 at 10:00, in front of the Magistrate's Court, Court Building, Moss Street, Verulam, to the highest bidder:

Description: Ownership Unit 542 in the Township of KwaMashu-D, District County of Victoria, in extent 343 (three hundred and forty-three) square metres, represented and described on General Plan BA75/78, held under Deed of Grant 5735/85.

Physical address: D542 KwaMashu.

Improvements: Single storey brick under tile dwelling comprising three bedrooms, bathroom and toilet, kitchen and lounge.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 20% (twenty per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Verulam, or at the offices of Strauss Daly Inc.

Dated at Durban this 28th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. D. Varty/Z07172/nvh.)

Case 2324/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

In the matter between **KwaZulu Finance and Investment Corporation Ltd**, Plaintiff, and **Sipho Cleophas Shezi**, Defendant

In pursuance of a judgment granted 1 February 1993, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 28 July 1993 at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit N1212, in extent 228 (two hundred and twenty-eight) square metres, situated in the Township of Umlazi, represented and described on General Plan BA189/72, held by virtue of Deed of Grant 345/118.

Physical address: Ownership Unit N1212, Umlazi Township.

The property has been improved by the erection of a building for trading purposes, consisting of:

A single storey brick and corrugated iron building comprising of a service area, verandah and store-room. (General Dealer).

Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 18,25% (eighteen comma two five per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 30th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z10467/26.)

Case 7031/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Bhekumuzi Eric Ntuli**, Defendant

In pursuance of a judgment granted on 27 August 1992 in the Verulam Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit H1047, in extent 869 square metres, situated in the Township of kwaMashu, represented and described on General Plan PB 314/1984, held by virtue of Deed of Grant G11615/87.

Physical address: Ownership Unit H1047, kwaMashu Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single-storey brick and tile dwelling comprising of kitchen, dining-room, lounge, three bedrooms, bathroom, w.c. and garage. Municipal electricity, water supply and sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale, produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 22% (twenty-two per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 18th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z06883/35.)

Case 74/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NQUTU HELD AT NQUTU

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Jabulani Alexander Keswa**, Defendant

In pursuance of a judgment in the Court of the Magistrate of Nqutu, and a warrant of execution dated 5 April 1993, the following immovable property will be sold in execution on 11 August 1993 at 10:00, at the front door of the Magistrate's Court, Newcastle, to the highest bidder viz:

Unit 5376, oSizweni, Newcastle, as described in General Plan BA48/1969.

Nothing in this regard is guaranteed.

Conditions of sale: The complete conditions of sale are available for perusal at the Sheriff's Office, Newcastle.

Dated at Dundee on this the 22nd day of June 1993.

De Wet & Dreyer, P.O. Box 630, Dundee, 3000.

Case 43808/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **United Bank**, (A Division of ABSA Bank Ltd), Execution Creditor, and **Mackenzie Properties CC**, Execution Debtor

In pursuance of a judgment granted on 28 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 Friday, 30 July 1993 at 11:00, in front of the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder.

Description: A certain piece of land being: Subdivision 1 of Lot 5, Winterskloof, situated in the Mount Michael Health Committee Area, Administrative District of Natal, measuring one comma three five zero seven (1,3507) hectares.

Postal address: 4 Page Place, Winterskloof.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms, swimming-pool, one cottage under asbestos roof consisting of bedroom, lounge, bathroom, one cottage under asbestos roof consisting of three rooms and shower/toilet.

Town-planning: Zoning: Private 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 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 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, Pietermaritzburg, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. 001953/Miss Maharaj.)

Case 5149/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH

In the matter between **Standard Credit Corporation**, Plaintiff, and **A. Naicker** (trading as Naick's Cartage), Defendant

In pursuance of a judgment granted on 28 October 1991, the Court of 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 July 1993 at 10:00, in front of the Magistrate's Court, Chatsworth:

Description: Subdivision 2773 of 2348, of Chat Two of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent four hundred and forty-eight (448) square metres.

Postal address: 9 Gemini Crescent, Woodhurst, Chatsworth, 4092.

Town-planning zone: 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 cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) 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 18,5% (eighteen comma five per cent) per annum to the Execution Creditor of the respective amount of the award in the plan of distribution from the date of sale to the 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, Chatsworth.

Mooney, Ford & Partners, Plaintiff's Attorneys, c/o Jay Naidoo & Associates, Suite A1 and A2, Rocket Towers, 290 Pelican Drive, Bayview, Chatsworth, 4092. (Ref. C-M010.)

Case 1225/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Sipho Roy Diadla**, Defendant

In pursuance of judgment granted on 12 March 1993, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 30 July 1993 at 10:00, the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit K598, in extent 284 square metres, situated in the Township of KwaMashu, represented and described on General Plan P.B.57/1979, held by virtue of Deed of Grant 4060/224.

Physical address: Ownership Unit K598, kwaMashu Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of: A single-storey brick and asbestos dwelling comprising of a kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest at the rate of 22% per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 23rd day of June 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z05969/35.)

Case 1202/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KwaZulu Finance & Investment Corporation Ltd**, Plaintiff, and **Faith Thokozile Buthelezi**, Defendant

In pursuance of a judgment granted on 29 June 1992, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land, being Ownership Unit H732, in extent 418 square metres, situated in the Township of kwaMashu, represented and described on General Plan PB247/1978, held by virtue of Deed of Grant 4721/544.

Physical address: Ownership Unit H732, kwaMashu Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick and tile dwelling comprising kitchen, dining-room, lounge, three bedrooms, bathroom, w.c. and garage. Municipal electricity, water supply and sanitation—Local Authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest at the rate of 15% (fifteen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban this 18th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z01417/35.)

Case 1756/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VERULAM HELD AT VERULAM

In the matter between **United Bank Ltd**, No. 86/04794/06, Execution Creditor, and **John Wilson**, First Execution Debtor, and **Margaret Alice Wilson**, Second Execution Debtor

In pursuance of judgment granted on 28 March 1992, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 23 July 1993 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land being the Remainder of Lot 103, Umhlanga Rocks Extension 1, situated in the Borough of Umhlanga and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent one thousand one hundred and forty-five (1 145) square metres, now known as the Remainder of Lot 103, Umhlanga Rocks Extension 1, situated in the Borough of Umhlanga and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand one hundred and forty-five (1 145) square metres.

Postal address: 70 Chartwell Drive, Umhlanga Rocks, 4320.

Improvements: Brick under tile dwelling consisting of main building, detached with entrance-hall, lounge, dining-room, family room, kitchen, pantry, four bedrooms, bath and toilet, bath/shower/toilet, toilet and shower. Outbuildings consisting of staff-room, two garages, toilet and shower.

Town-planning zoning: Special Residential 3.

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 Acting 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 Acting Sheriff for the Magistrate's Court, corner of Inanda and Jacaranda Roads, Verulam, or at our offices.

Dated at Durban this 24th day of June 1993.

Browne Brodie & Co., Plaintiff's Attorneys, c/o Rindel & Co., 3 Groom Street, Verulam, 4340. (Ref. CMK/097/001109/Mrs Chetty.)

Case 9002/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Allied Bank**, a division of ABSA Bank Ltd, No. 86/04794/06, Plaintiff, and **A. M. F. Fyzoo**, Defendant

In pursuance of a judgment granted on 11 March 1993, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Magistrate's Court, Somtseu Road, Durban, on Thursday, 29 July 1993 at 10:00:

Description: Lot 1048, Isipingo Extension 6, situated in the Borough of Isipingo and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent nine hundred and thirty-one (931) square metres, held under Deed of Transfer 7695/1965.

Postal address: 84 James Avenue, Isipingo.

Improvements: Attached brick under tile dwelling consisting of entrance-hall, lounge, dining-room, family room, kitchen, prayer-room, four bedrooms, bathroom en suite and bathroom. *Outbuildings:* Slasto under tile, staff-room, store-room, shower and toilet and two carports.

Town-planning zoning: Residential.

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 16,75% (sixteen comma seven five per centum) per annum to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum, at the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer both dates inclusive.

4. Transfer shall be effected by the attorneys of the Plaintiff, and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court at 40 St George's Street, Durban.

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

Dated at Amanzimtoti on this the 1st day of July 1993.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti.

Downes Clulow & Van Heerden, 16th Floor, General Building, 47 Field Street, Durban. (Ref. Mr L. F. Olive.)

Case 64011/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Allied Band**, a division of ABSA Bank Ltd, No. 86/04794/06, Plaintiff, and **Maurice James Fayers**, Defendant

In pursuance of a judgment granted on 25 March 1992 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder in front of the Magistrate's Court, Somtseu Road entrance, Durban on Thursday, 29 July 1993 at 10:00:

Description: Lot 2057, Isipingo (Extension 14), situated in the Borough of Isipingo, and in the Amanzimtoti Regional Water Service Area, Administrative District of Natal, in extent one thousand one hundred and eighteen (1 118) square metres, held by the Mortgagor under Deed of Transfer 11646/90.

Postal address: 106 Flamboyant Drive, Isipingo Hills.

Improvements: Brick and tile, single-storey dwelling consisting of three bedrooms, bedroom main en suite, bathroom and toilet combined, lounge and dining-room combined and kitchen.

Town-planning zone: Special Residential.

Nothing is guaranteed in the above respects:

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder. The property is sold voetstoots and nothing in the respects set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Allied Bank and prevailing from time to time from the 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.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys. The full conditions of sale may be inspected at the offices of the Sheriff of the Court at 101 Lejaton Building, 40 St Georges Street, Durban.

5. Payment of Value-Added Tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

Dated at Amanzimtoti on this the 14th day of June 1993.

Brogan & Olive, Plaintiff's Attorneys, Third Floor, Perm Building, Bjorseth Crescent, Amanzimtoti. Downes, Clulow & Van Heerden, 16th Floor, General Building, 47 Field Street, Durban. (Ref. L. F. Olive.)

Case 1977/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **Nedcor Bank Ltd**, formerly trading as Nedperm Bank Ltd, Plaintiff, and **R. F. van Niekerk**, Defendant

In pursuance of a judgment granted on 26 March 1991 in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 July 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Subdivision 2 of Lot 3515, Pinetown, situate in the Borough of Pinetown and in the Pinetown Regional Water Services area, Administrative District of Natal, in extent 1 850 square metres, held by Deed of Transfer T31646/89.

Physical address: 35 Belvedere Road, Cowies Hill, Pinetown.

Improvements: Brick under tile dwelling, entrance-hall, porch, four bedrooms, two bathrooms, kitchen/scullery, lounge, dining-room, family room, balcony, two garages, store-room, covered terrace, swimming-pool, servants' quarters and ablutions.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at the offices of Dickson & Theunissen.

Dated at Pinetown on this the 22nd day of June 1993.

M. Baldocchi, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 7133/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Ndumiso Samuel Godlimpi**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 27 May 1993 the following immovable property will be sold in execution on Wednesday, 4 August 1993 at 10:00, at the Sheriff of the Magistrate's Court, Mount Currie, Natal, to the highest bidder:

Lot 989 Bhongweni, Administrative District of Mount Currie, in extent three hundred and eight (308) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 989 Bhongweni, Mount Currie, Kokstad, which property consists of land improved by a single storey dwelling-house with garage attached under brick and tile comprising two bedrooms, bathroom, w.c., lounge, dining-room and kitchen. The property is fenced on three sides but there are no outbuildings.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Mount Currie, Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, Mount Currie, Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 1st day of July 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg.

Case 7136/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Samukeliso Devilliers Xaba**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 4 May 1993, the following immovable property will be sold in execution on Tuesday, 27 July 1993 at 10:00, at the Magistrate's Court, Estcourt, Natal, to the highest bidder:

Site B560, situated in the Township of Wembezi, District of Okhahlamba, in extent three hundred and seventy-five (375) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at B560 Wembezi Township, Estcourt, Natal, which property consists of land improved by a single-storey dwelling-house under brick and tile comprising three bedrooms, bathroom, two w.c.'s, lounge, dining-room and kitchen with fitted carpets and tiles.

There are no outbuildings.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Estcourt, Natal, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of Court, 142 Connor Street, Estcourt, Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 1st day of July 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 4508/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Execution Creditor, and **N I F P Everglades Share Block (Pty) Ltd**, Execution Debtor, **Edwil Bruce Johnstone Jarvis**, Second Respondent, **Courtenay Tut Barry Marwick**, Third Respondent, and **Michael Olaf Lindhiem**, Fourth Respondent

In pursuance of a judgment granted 26 February 1993 in the Supreme Court in this matter and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 29 July 1993 at 11:00, in front of the Magistrate's Court, Keate Street, Ladysmith, to the highest bidder without reserve:

Description: Remainder Lot 3093, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent 20,6473 (twenty comma six four seven three) hectares, held by the Execution Debtor in its name under Deed of Transfer T8954/85.

Address: Situated in Park Lane, Hyde Park, Ladysmith, Natal.

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 Supreme 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, plus the Sheriff's commission of 5% (five per cent) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per cent) on the balance with a maximum of R6 000 and a minimum of R100 after the conclusion of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Supreme Court, 5 Poort Road, Ladysmith, within 21 (twenty-one) days after the date of sale.

3. The property shall be sold as it stands.

4. The full conditions may be inspected at the offices of the Sheriff, Keat Street, Ladysmith, or at out offices.

Dated at Durban this 30th day of June 1993.

M. H. G. McKenna, for Legator, McKenna Inc., Execution Creditor's Attorneys, 21st Floor, Eagle Building, 357 West Street, Durban. (Ref. Mr McKenna/CL/K.258.)

Case 4510/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Execution Creditor, and **Hyde Park Share Block (Pty) Ltd**, Execution Debtor, **Edwil Bruce Johnstone Jarvis**, Second Respondent, **Courtenay Tut Barry Marwick**, Third Respondent, and **Michael Olaf Lindhiem**, Fourth Respondent

In pursuance of a judgment granted on 26 February 1993 in the Supreme Court in this matter and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 29 July 1993 at 11:00, in front of the Magistrate's Court, Keate Street, Ladysmith, to the highest bidder without reserve:

Description: Lot 3088, Ladysmith, on which a township designated Ladysmith Extension 31, has been established, comprising Lots 6397 to 6442 and Lot 6493 (public place) which have not been registered under separate title and still form part of the said Lot 3088, Ladysmith, Administrative District of Natal, in extent 6,0703 (six comma nought seven nought three) hectares.

Address: Situated in Park Lane, Hyde Park, Ladysmith.

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 Supreme 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, plus the Sheriff's commission of 5% (five per cent) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per cent) on the balance with a maximum of R6 000 and a minimum of R100 after the conclusion of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the Supreme Court, 5 Poort Road, Ladysmith, within 21 (twenty-one) days after the date of sale.

3. The property shall be sold as it stands.

4. The full conditions may be inspected at the offices of the Sheriff, Keat Street, Ladysmith, or at out offices.

Dated at Durban this 30th day of June 1993.

M. H. G. McKenna, for Legator, McKenna Inc., Execution Creditor's Attorneys, 21st Floor, Eagle Building, 357 West Street, Durban. (Ref. Mr McKenna/CL/K.227.)

Case 3646/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **NBS Bank Ltd**, Plaintiff, and **Nomvuyo Virginia Gwabeni**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 16 March 1993, the following immovable property will be sold in execution on Wednesday, 4 August 1993 at 10:00, at the Magistrate's Court, Mount Currie, Natal, to the highest bidder:

Lot 903, Bhongweni, Administrative District of Mount Currie, in extent 296 (two hundred and ninety-six) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at Lot 903, Unnamed Road, Bhongweni, Kokstad, Natal, which property comprises land improved by a single-storey dwelling-house under brick and tile comprising three bedrooms, bathroom, w.c., lounge and kitchen.

No outbuildings.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Mount Currie, Natal, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of Court, Mount Currie, Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 30th day of June 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 2762/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedperm Bank Ltd**, No. 51/00009/06, Execution Creditor, and **Nkonzo Solomon Ngcanu**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, dated 26 April 1993, and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 30 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

All the Defendant's right, title and interest in and to the property Ownership Unit E856, in the Township of Ntuzuma, District of Ntuzuma, in extent of 315 square metres, represented and described on General Plan BA125/1980.

Postal address: E856, Ntuzuma.

The following improvements are reported to be on the property, but nothing is guaranteed: A block under asbestos dwelling consisting of the following: Two bedrooms, lounge, kitchen, toilet with shower, water and lights facilities.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 30th day of June 1993.

John Hudson & Co., Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAleary/sc.)

Case 1148/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **NBS Bank Ltd** (No. 87/01384/06), Execution Creditor, and **Sivanandha Kaisuval Naidoo**, First Execution Debtor, and **Kalayani Naidoo**, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court at Pinetown, dated 18 March 1993, and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 30 July 1993 at 10:00, at the front entrance to the 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 4838, Pinetown Extension 51, situated in the Borough of Pinetown and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 986 (nine hundred and eighty-six) square metres.

Postal address: 26 29th Avenue, Umhlatuzana.

The following improvements are reported to be on the property, but nothing is guaranteed: A brick under tile dwelling comprising of: Three bedrooms, two toilets and bathrooms, kitchen, lounge, dining-room and single garage.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at 2 Samkit Centre, 62 Caversham Road, Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this the 30th day of June 1993.

John Hudson & Co., Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAlery/sc.); c/o 4 Woodside Avenue, Cowies Hill.

Case 037111/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Mrs J. V. M. Reddy**, Plaintiff, and **I. Dooki**, Defendant

In pursuance of a judgment on 12 January 1990, in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 July 1993 at 10:00, at the front entrance of the Magistrate's Court, Chatsworth:

Description: Subdivision 1414 of Subdivision 1357, of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent 232 square metres.

Street address: 80 Road 704, Montford, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling comprising two bedrooms, lounge, kitchen, toilet and bathroom.

Outbuildings: Two rooms, kitchen, toilet and bathroom.

Material conditions:

1. This sale shall be subject to the provisions of the Magistrates' Courts Act (Act No. 32 of 1944, as amended) and the rules made thereunder.

2. The purchase price shall be paid by means of a deposit of 10% (ten per centum) thereof in cash immediately on the property being knocked down to the purchaser and the balance is to be secured by a bank or building society guarantee to be handed to the Messenger within fourteen (14) days after date of sale.

3. The purchaser shall pay to the Messenger of the Court commission calculated at 4% (four per centum) on the purchase price immediately after the sale.

4. The property is sold as it stands and subject to any servitudes or conditions of title that may be registered against the property.

5. The full conditions of sale may be inspected at the offices of the Plaintiff/Judgment Creditor's attorneys hereunder or at ior's attorneys hereunder or at the offices of the Sheriff, Chatsworth, 12 Oak Avenue, Kharwastan.

Dated at Durban this 28th day of June 1993.

Phipson-De Villiers, Plaintiff's Attorneys, Fourth Floor, RMS Syfrets House, 331 Smith Street, Durban. (Tel. 304-7794.) (Ref. Mr Lindemann/02D001005.)

Case 26421/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **Saambou Bank Ltd** (No. 87/05437/06), Plaintiff, and **Krishenlall Sewpersadh**, First Defendant, and **Indurane Sewpersadh**, Second Defendant

In pursuance of a judgment granted 27 January 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 30 July 1993 at 10:00, at the front entrance, Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 510, Earlsfield, in extent 350 square metres.

Postal address: 18 Rothfield Crescent, Newlands West.

Improvements: Block under tile dwelling, water and light facilities, three bedrooms, kitchen, lounge and toilet with bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court of the 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 as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Verulam, at 2 Mount-view Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 25th day of June 1993.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. (Ref. J. Krog/sh/07S630106.)

Case 0089/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **First National Bank of Southern Africa Ltd**, Plaintiff, and **Dayalan Naidoo**, First Defendant, and **Vanitha Elizabeth Naidoo**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 3 March 1993 and a warrant of execution issued thereafter, the immovable property which is described hereunder, will be sold in execution by the Sheriff for the Supreme Court, Chatsworth, on Tuesday, 27 July 1993 at 10:00, outside the front entrance of the Magistrate's Court, Justice Street, Unit 5, Chatsworth, without reserve:

Property description: Subdivision 93 (of 87) of Lot Crossmoor No. 15061, situated in the City of Durban, Administrative District of Natal, in extent 312 (three hundred and twelve) square metres, held under Deed of Transfer T26845/91, subject to the conditions therein contained.

Physical address of property: 311 Train Road, Crossmoor, Chatsworth.

Improvements of property (but nothing is guaranteed in respect thereof): Semi-detached double storey brick under asbestos roof dwelling comprising of four bedrooms, lounge, dining-room, study, kitchen (with built-in cupboards and tiled), bathroom/toilet and balcony.

Outbuildings: Garage, two rooms and bathroom/toilet.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with the auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax, which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs, (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, 4 Gosai Centre, 56 Greendale Road, Silverglen, Chatsworth, Natal.

Dated at Durban this 28th day of July 1993.

Woodhead Bigby & Irving, Attorneys for Plaintiff, 650 Mansion House, 12 Field Street, Durban. (Tel. 304-4706.) (Ref. SWA/clg/15/F2092/A2.)

Case 22898/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Ltd**, Plaintiff, and **Sivananda Moodley**, First Defendant, and **Shamilla Moodley**, Second Defendant

In pursuance of a judgment granted on 21 May 1993, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 27 July 1993 at 10:00, in front of the Magistrate's Court, Chatsworth.

Description: Lot 451, Shallcross, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 245 square metres.

Postal address: 127 Himalaya Drive, Shallcross.

Improvements: Block under asbestos roof dwelling, comprising of kitchen, lounge, two bedrooms, toilet and bathroom.

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 12 Oak Avenue, Kharwastan.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 29th day of June 1993.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 3143/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedperm Bank Ltd**, No. 51/00009/06, Execution Creditor, and **Dumisani Enock Magwaza**, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, dated 26 April 1993, and writ of execution issued thereafter, the property listed hereunder will be sold in execution on 30 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

All the Defendant's right, title and interest in and to the property, Ownership Unit A2712, in the Township of Inanda, District of Verulam, in extent of 614 square metres, represented and described on General Plan 262/1981.

Postal address: A2712, Inanda.

The following improvements are reported to be on the property, but nothing is guaranteed:

Block under asbestos dwelling, consisting of the following: Three bedrooms, lounge, kitchen, dining-room, toilet outside, no bathroom and water, lights facilities.

Vacant possession is not 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 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 30th day of June 1993.

John Hudson & Co., Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street Durban. (Ref. Mr McAleary/sc.)

Case 48366/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS Bank Ltd**, Plaintiff, and **Sagar Singh**, Defendant

In pursuance of a judgment granted on 29 September 1992, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 27 July 1993 at 10:00, in front of the Magistrate's Court, Chatsworth.

Description: Subdivision 1185, of the farm Bellair 823, situated in the City of Durban, Administrative District of Natal, in extent 820 square metres.

Postal address: 5 Daydawn Close, Kharwastan.

Improvements: A brick under tile dwelling, comprising of three bedrooms, lounge, kitchen, toilet and bathroom.

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 Sheriff, Chatsworth, 12 Oak Avenue, Kharwastan.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 28th day of June 1993.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 9795/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between **ABSA Bank Ltd**, trading as Trust Bank, Plaintiff, and **Karan Dutt Rai**, First Defendant, and **Bharwathree Rai**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Pinetown and writ of execution dated 7 December 1992, the immovable property listed hereunder will be sold in execution on 30 July 1993, at the front entrance to the Magistrate's Court Building, 22 Chancery Lane, Pinetown, at 10:00, to the highest bidder:

Description: Lot 1989, Kloof (Extension 10) situated in the Borough of Kloof and in the Pinetown Water Services Area, Administrative District of Natal, in extent eight hundred and eighteen (818) square metres held under Deed of Transfer T7543/87.

Physical address: 42 Circle Drive, Circle Park, Kloof.

Improvements: Brick under tile dwelling comprising of lounge, dining-room, kitchen, toilet, toilet with bath, two master bedrooms with ensuite and single garage.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Act and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale and within 14 days supply the Sheriff of the Court with a bank or building society guarantee for the balance of the purchase price in terms acceptable to the Sheriff of the Court.
3. The full provisions may be inspected at our offices and/or at the offices of the Court, Sheriff, Pinetown.

Dated at Pinetown this the 28th day of June 1993.

MacRae Bath, Mulinder & Batchelor, 101 Wearchek House, 16 School Road, Pinetown.

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak 22598/90

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **H. J. Rheeders**, Eksekusieskuldeiser, en **G. C. H. Daffie**, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 13 Augustus 1992 sal die ondervermelde eiendom op 30 Julie 1993 om 10:00, te die Peetlaaningang van die Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Plot 143, synde gedeelte van Gedeelte Rodenbeck F 2669 van die plaas Rodenbeck 834, Bloemfontein, groot 4,2827 hektaar, gehou kragtens Akte van Transport T8207/81.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprijs binne veertien (14) dae na die verkoping 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Bloemfontein-Oos, te Bloemfontein, ingesien word.

E. Els, vir McIntyre & Van der Post, Prokureur vir Eksekusieskuldeiser, Permegebou, Maitlandstraat 45, Bloemfontein.

Saak 993/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PARYS GEHOU TE PARYS

In die saak tussen **Khayaletu Home Loans (Pty) Ltd**, Eiser, en **Ramosale Simon Rakosa**, Verweerder

Ingevolge 'n vonnis van bogemelde Hof en kragtens 'n Lasbrief vir eksekusie gedateer 27 Augustus 1991, sal die ondervermelde eiendom op Woensdag, 28 Julie 1993 om 10:00, voor die Landdroskantoor, Philipstraat, Parys, geregtelik aan die hoogste bieder verkoop word, naamlik:

Perseel 4069, Tumahole, Parys.

Die volgende verbeterings is na bewering op die eiendom aangebring, maar niks in hierdie verband word gewaarborg nie: Woonhuis.

Fisiese adres: Perseel 4069, Tumahole, Parys.

Die koper moet 5% (vyf persent) van die koopsom in kontant op die dag van verkoping aan die geregsbode betaal. Die balans plus rente teen 11% (elf persent) moet verseker word deur 'n bank of ander goedgekeurde waarborg betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van verkoping gelewer moet word.

Die verkoping is onderworpe aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, soos gewysig, asook die voorwaardes vervat in die Akte van Transport.

Die volledige voorwaardes van die verkoping sal gedurende kantoorure te die kantore van die Balju van die Landdroshof, Parys, ter insae lê.

Gedateer te Parys op hierdie 14de dag van Junie 1993.

Coetzee & Barnhoorn, Prokureurs vir Eiser, Buitenstraat 25, Posbus 5, Parys, 9585.

Saak 287/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDE GEHOU TE VREDE

In die saak tussen **Bankorp Bpk.**, handeldrywende as Trust Bank, Eksekusieskuldeiser, en **C. J. Albertyn**, Eksekusieskuldenaar

Ingevolge uitspraak in die Hof van die Landdros van Vrede en lasbrief tot geregtelike verkoping gedateer 1 Junie 1993, sal die ondervermelde eiendom op Vrydag, 30 Julie 1993 om 10:00, te die Landdroskantoor, Kuhnstraat, Vrede, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere verbeterde Erf 1017, geleë te Fleckstraat 20 in die dorp en distrik Vrede, groot 5 948 vierkante meter.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju vir die Landdroshof onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju asook die kantore van Pretorius, Bosman & Du Randt, Kerkstraat 56A, Vrede.

Pretorius, Bosman & Du Randt, Prokureurs vir Eiser, Kerkstraat 56A, Posbus 160, Vrede.

Saak 281/90

IN DIE LANDDROSHOF VIR DIE DISTRIK HENNINGMAN GEHOU TE HENNINGMAN

In die saak tussen **M. D. Maltby**, Eksekusieskuldeiser, en **Z. van der Schyff**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, en 'n lasbrief vir eksekusie gedateer 17 Februarie 1993 sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 30 Julie 1993 om 10:00, by die Landdroskantoor, Peetlaaningang, Bloemfontein:

Erf 8096, geleë te Bloemfontein, groot 1 294 vierkante meter.

Verbeterings: Woonhuis met buitegeboue.

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 daarkragens 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 18,5% (agtien comma 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, Barnesstraat 5, Westdene, Bloemfontein, nagesien word.

Gedateer te Henningman op hierdie 21ste dag van Junie 1993.

J. C. Barnard, vir Maree & Vennote, Prokureurs vir Skuldeiser, EMF-gebou, Steynstraat 40, Henningman.

Saak 2447/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Escom Finance Company (Pty) Ltd**, Eiser, en **Ramolupe Ishmael Tsolo**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die Landdroskantoor, Villiers, Vrydag, 30 Julie 1993 om 11:00, naamlik:

Perseel 46, Qualabothjha, distrik Frankfort, groot 261 vierkante meter, bekend as Mngomezulustraat 46, Qalabothjha.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie.

Verbeterings bestaan uit 'n teëldakhuis, drie slaapkamers, sitkamer, kombuis, badkamer, toilet en afdak.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor.

J. C. Pretorius, p.a. Naudes, Prokureur vir Eiser, Trustfonteingebou, St Andrewstraat 1551, Posbus 153, Bloemfontein.

Saak 6264/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **Henry Bennie Goosen van Wijk**, Eerste Eksekusieskuldenaar, en **Verna Gertruida van Wijk**, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 2 Junie 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 Julie 1993 om 11:00, voor die Landdroskantoor, Welkom:

Erf 857, geleë te De Wetstraat 40, Reitzpark, Welkom, gesoneer vir woondoeleindes, groot 857 vierkante meter, gehou kragtens Transportakte T9263/89.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit sitkamer, eetkamer, kombuis, badkamer, bediende kwartiere en motorhuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshoue, 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% 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 Junie 1993.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 6082/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **B. Christophers, en D. Christophers**, Eerste Eksekusieskuldenaar, en Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 28 Mei 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 Julie 1993 om 11:00, voor die Landdroskantoor, Welkom:

(a) Eenheid 25, soos aangetoon en volledig beskryf in Deelplan SS23/1984 in die gebou of geboue bekend as Macbeth Mansions, St Helena, Welkom (bekend as Macbeth Mansions 9), synde 'n woonstel gesoneer vir woondoeleindes.

Groot: 82 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Deeltitel SS23/1984 (25) (eenheid).

Bestaande uit 'n tweeslaapkamerwoonstel met sitkamer, eetkamer, kombuis, badkamer en motorhuis; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom van die grond en gebou of geboue, soos aangetoon en volledig omskryf in die genoemde Deelplan, toegewys aan die genoemde deel ooreenkomstig die deelnemingskwota van die genoemde deel.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshoue, 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% (agttien 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 Junie 1993.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Saak 1010/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Expo Internasionale Drank Groothandelaars (Edms.) Bpk.**, Eiser, en **Good Hope Drankwinkel**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogemelde Verweerder plaasvind te die Landdroskantoor, Petrus Steyn op Woensdag, 28 Julie 1993 om 11:00, naamlik:

Perseel 747, Mamafubedu, Petrus Steyn, groot 168 vierkante meter.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie. Die perseel is 'n besigheidsperseel met 'n gebou daarop.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te Theronstraat 6, Lindley gedurende kantoorure.

L. C. Opperman, vir Vermaak & Dennis, Prokureur vir Eiser, Voortrekkerstraat 96, Bloemfontein.

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Oupa George Rapulane**, Verweerder

Ingevolge uitspraak van die Landdros, Botshabelo en lasbrief tot geregtelike verkoping gedateer 29 April 1993, sal die ondervermelde eiendom op 23 Julie 1993 om 10:00, te Landdroshofkantoor, Botshabelo aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Sekere huurpag tot Perseel U 1356, tesame met alle verbeterings daarop in Botshabelo in die distrik Botshabelo.

Gehou: Kragtens Grondbrief 1342/1987 gedateer 7 Julie 1987 soos meer volledig sal blyk uit Algemene Plan PB435/1986.

Bestaande uit: Enkelverdieping met vier slaapkamers, kombuis en eetkamer.

Die koper moet afslaersgelde, BTW 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 bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Botshabelo nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, p.a. Molefi Litheko, Suite 19-26 Reahola Kompleks, Posbus 5012, Botshabelo, 9781.

Saak 499/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Masilo Esau Ramapaeane**, Eerste Verweerder, en **Disebo Jemina Ramapaeane**, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Botshabelo en lasbrief tot geregtelike verkoping gedateer 9 November 1992, sal die ondervermelde eiendom op 23 Julie 1993 om 11:00, te Landdroskantoor, Botshabelo aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere: Eenheid H860, in die dorp Botshabelo, distrik Botshabelo.

Groot: 345 vierkante meter soos aangedui op Algemene Plan PB44/1981.

Gehou: Kragtens Grondbrief 2367/1990 gedateer 12 November 1990.

Bestaande uit: Enkelverdieping woonhuis met drie slaapkamers, kombuis, sitkamer en badkamer.

Die koper moet afslaersgelde, BTW 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 bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Botshabelo nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, p.a. Molefi Litheko, Suite 19-26 Reahola Kompleks, Posbus 5012, Botshabelo, 9781.

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Homechoice**, Eksekusieskuldeiser, en **M. I. Mojaki**, Eksekusieskuldenaar

Ingevolge 'n vonnis gedateer 26 Oktober 1992 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 30 Julie 1993 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 18111, geleë in die dorp Mangaung, distrik Bloemfontein, groot 240 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpagtoekenning TL6070/1990: 18111, Manguang, distrik Bloemfontein.

Verbeterings: Drie slaapkamerhuis, sit- en eetkamer, kombuis en badkamer met toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,5% (agtien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 14de dag van Junie 1993.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 5388/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOUD TE BLOEMFONTEIN

In die saak tussen **Raad van Trustees van Anrius**, Eksekusieskuldeiser, en **R. F. Goeda**, Eksekusieskuldenaar

Ingevolge 'n vonnis gedateer 20 April 1993 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 30 Julie 1993 om 10:00, te Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 9, Deeltitel Skema SS/6, Anrius, groot 77 vierkante meter, gehou kragtens Akte van Transport ST1657/1992, Anrius 9, hoek van Andries Pretorius- en Kollerstraat, Bloemfontein.

Verbeterings: Tweeslaapkamer meenthuis met badkamer, sitkamer, kombuis en toesluit motorhuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,5% (agtien komma vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 14de dag van Junie 1993.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 140/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SENEKAL GEHOUD TE SENEKAL

In die saak tussen **Masodisa Mpaai**, Eiser, en **Paul Bosiu**, Verweerder

Ingevolge 'n vonnis van die Landdros, Senekal, en lasbrief tot geregtelike verkoping gedateer 1 Junie 1993, sal die volgende onroerende eiendom geregistreer in die naam van Paul Bosiu verkoop word sonder voorbehoud aan die hoogste bieder op Vrydag, 6 Augustus 1993 om 10:00, te die Landdroskantoor, Senekal, naamlik:

Die vonnissuldenaar se reg, titel en belang in en alle verbeteringe op Perseel 122, Matwabeng, Senekal. Die verbeteringe bestaan uit 'n munisipale-tipe huis met vier slaapkamers, kombuis, sitkamer en afgeskorte slaapkamer.

Die eiendom word verkoop op die volgende terme en voorwaardes:

1. Die eiendom sal verkoop word sonder voorbehoud aan die hoogste bieder onderworpe aan die terme en bepalinge van die Landdroshofwet en reëls.

2. Die koper moet 15% (vyftien persent) van die koopsom in kontant op die dag van die verkoping aan die geregsbode betaal.

3. Die balans van die koopsom moet verseker word deur 'n bougenootskapwaarborg betaalbaar teen oordrag van die eiendom in die naam van die koper, welke waarborg goedgekeur moet word deur die Eksekusieskuldeiser se prokureurs en binne een-en-twintig dae na die datum van verkoping aan die geregsbode te Senekal gelewer moet word.

4. Al die verkoopvoorwaardes wat deur die Balju net voor die verkoping uitgelees sal word, is ter insae gedurende kantoorure by die kantore van die Balju, Senekal.

Crowther & Pretorius, Prokureurs vir Eksekusieskuldeiser, Dreyerstraat 41, Posbus 245, Senekal.

Saak 5003/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOUD TE BLOEMFONTEIN

In die saak tussen **Khayaletu Home Loans (Edms.) Bpk.**, Eiser, en **L. A. Seokolo**, 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 Vrydag, 30 Julie 1993 om 10:00, per publieke veiling deur die Balju, Bloemfontein, verkoop word:

Erf 16573, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Mangaung, gehou kragtens Transportakte TL10591/1992, grootte 245 (tweehonderd vyf-en-veertig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer(s).

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 5% (vyf persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Bloemfontein hierdie 28ste dag van Junie 1993.

Naudes, Prokureur vir Eiser, Derde Verdieping, Trustfonteingebo, St Andrewstraat 152, Bloemfontein. (Verw. Bezuidenhout Van Zyl Ing./Z42152.)

Die verkoping sal gehou word by die Landdroskantoor te Parys, op Woensdag, 28 Julie 1993 om 10:00:

Eksekusiekrediteur

Nedcor Bank Bpk.

Die hiernagenoemde eiendom sal vir die verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Parys, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander kostes verskuldig aan die plaaslike owerheid rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan, tesame met die Balju se kostes, onmiddellik na die verkoping, in kontant of deur bankgewaarborgde tjeks, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoop is beskikbaar by die kantoor van die Balju, Parys.

Saak: 627/93

Vonnisskuldenaar: Andre Blignaut.

Eiendom: Onderverdelin 8 van Erf 989, Parys.

Verwysing: C. F. Swanepoel/lt/SAP825/N3072.

Beskrywing: 'n Woonhuis met drie slaapkamers, badkamer, kombuis, sitkamer en eetkamer.

Gedateer hierdie 24ste dag van Junie 1993.

C. F. Swanepoel, vir De Villiers & Joynt, Eiser se Prokureur, Dolfstraat 63, Posbus 43, Parys, 9585. [Tel. (0568) 2181/2/3.]

Saak 2/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank Bpk.**, handeldrywend as Trustbank, Eiser, en **Constantine Argyrides**, Verweerder

Ingevolge 'n vonnis in die Landdroshof vir die distrik Virginia, en 'n lasbrief vir eksekusie gedateer 26 April 1993, sal die volende onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 30 Julie 1993 om 10:30, te Orelhof 5, Virginia, naamlik:

Eiendom bekend as Deel 5, soos beskryf op Deelplan SS59/1988, geleë in gebou bekend as Orélfhof 5, geleë te Erf 1218, in die dorpsgebied Virginia, distrik Ventersburg, en bestaande uit:

Drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers (een met toilet en stort), slaap-/sitkamer kombinasie op die tweede verdieping en 'n toesluit motorhuis met buitegebou, groot 200 (tweehonderd) vierkante meter.

Die vernaamste verkoopvoorwaardes is:

1. Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju betaal.

2. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg, betaalbaar teen oordrag welke waarborg goedgekeur moet word deur die Eksekusieskuldeisers se prokureurs en wat binne 14 (veertien) dae na datum van die verkoping aan die Balju te Virginia gelewer moet word.

Die voorwaardes van verkoping sal gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Virginia, en by die Eiser se prokureurs ter insae lê.

L. J. du Preez, vir die Balju vir die Landdroshof, Civiclaan 45, Virginia. [Tel. (057) 212-2875.]

P. Schuurman, vir Maree & Vennote, Prokureur vir Eksekusieskuldeiser, Pretiumgebou, Herdenkingstraat, Virginia. [Tel. (057) 211-3101.] (Verw. P. Schuurman/he/T5.)

Saak 339/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank Bpk.**, handeldrywend as Trustbank, Eiser, en **Aglai Kyriakou Karyolemos**, Verweerder

Ingevolge 'n vonnis in die Landdroshof vir die distrik Virginia en 'n lasbrief vir eksekusie gedateer 25 Mei 1993, sal die volgende onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 30 Julie 1993 om 10:00, te Mallardweg 36, Virginia, naamlik:

Sekere Erf 1856, geleë in die dorp Virginia, distrik Ventersburg, groot 1 026 (eenduisend en ses-en-twintig) vierkante meter, geleë te Mallardweg 36, Virginia, tesame met alle verbeterings daarop bestaande uit (maar waarvan niks egter gewaarborg is nie):

Woonhuis bestaande uit spens, opwaskamer, vier slaapkamers, sitkamer en twee badkamers (een met toilet en stort).

Buitegeboue: Toilet, motorhuis en afdak.

Die vernaamste verkoopvoorwaardes is:

1. Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal.
2. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg, betaalbaar teen oordrag welke waarborg goedgekeur moet word deur die Eksekusieskuleiser se prokureurs en wat binne 14 (veertien) dae na datum van die verkoping aan die Balju te Virginia gelewer moet word.

Die voorwaardes van verkoping sal gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Virginia en by die Eiser se prokureurs ter insae lê.

L. J. du Preez, vir die Balju vir die Landdroshof, Civiclaan 45, Virginia. [Tel. (057) 212-2875.]

P. Schuurman, vir Maree & Vennote, Prokureur vir Eksekusieskuleiser, Pretiumgebou, Herdenkingstraat, Virginia. [Tel. (057) 212-3101.] (Verw. P. Schuurman/he/T30.)

Saak 1872/92

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **NBS Bank Bpk.**, Eiser, en **G. H. Stroebel**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg gedateer 23 Julie 1992, en 'n lasbrief vir eksekusie gedateer 3 Augustus 1992, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 30 Julie 1993 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 1368, Sasolburg, groot 722 (sewehonderd twee-en-twintig) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Groepsgebiedewet en tien persent (10%) van die koopprijs is betaalbaar by sluiting van die koopoorreenskoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie:

Die eiendom staan bekend as Hammelbergstraat 43, Sasolburg, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Verdieping, Trustbanksentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 21ste dag van Junie 1993.

R. A. P. Pretorius, vir Molenaar & Griffiths, Trustbanksentrum, Posbus 18, Sasolburg.

Case 5646/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Letebele Isak Mokudu**, First Defendant, and **Lerato Patience Joyce Mokudu**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 3 June 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 at 11:00, on 6 August 1993 at the Tulbach Street Entrance, to the Magistrate's Court, Welkom, namely, certain:

Certain Erf 19511, situate in Thabong, District of Welkom, measuring 241 square metres, held by the Defendants by virtue of Certificate of Registered right of Leasehold TL1525/90, known as Erf 19511, Thabong, Welkom.

Improvements: Lounge, kitchen, three bedrooms and bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

- 1.1 10% (ten per centum) thereof on the day of the sale; and

- 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 1st day of July 1993.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/AL546.)

Case 391/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ODENDAALSRUS HELD AT ODENDAALSRUS

In the matter between **ABSA Bank Ltd**, Plaintiff, and **Fusi David Phuroe**, Defendant

In pursuance of a judgment in the Court of the Odendaalsrus Magistrate's Court, granted on 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 at 09:00, on 6 August 1993 at the Main Entrance of the Magistrate's Court Street, Weeber Street, Odendaalsrus, namely:

Certain Erf 876, situate in Kutlwanong, District of Odendaalsrus, measuring 405 square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL1241/87, known as Erf 876, Kutlwanong, Odendaalsrus.

Improvements: Residential property with lounge, kitchen, two bedrooms, bathroom and toilet (none of which re guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Odendaalsrus, Weeber Street, Odendaalsrus. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 1st day of July 1993.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/AL494.); C/o Smit & Vermaak, Erasmus Building, Church Street, Odendaalsrus, 9480. (Ref. Jordaan/tn/90/93.)

Saak 3758/92

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOUD TE POTCHEFSTROOM

In die saak tussen **NBS Mortgage Nominees (Pty) Ltd** (Ref. No. 85/02924), Eiser, en **Roy Graham Fourie**, Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof van Potchefstroom, en 'n lasbrief vir eksekusie, gedateer 9 Desember 1992, sal die volgend eiendomme, per geregtelike veiling, verkoop word te Van Zylstraat, voor die Landdroskantoor Boshof, op Saterdag, 24 Julie 1993 om 10:00, te wete:

Resterende Gedeelte van die plaas Stowlands 719, geleë in die distrik Boshof, groot 256,9596 (tweehonderd ses-en-veertig komma nege vyf nege ses) hektaar;

Die belangrikste voorwaardes vir verkoop is:

1. Die eiendom sal deur die Balju, Boshof 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, Boshof. Die balans van die koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg, gelewer moet word binne dertig (30) dae vanaf datum van verkoping en moet gelewer word aan die Balju, Boshof.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju, Boshof.

Aldus gedoen en geteken te Potchefstroom, hierdie 28ste dag van Junie 1993.

M. De Villiers, vir Williams Müller, Eiser se Prokureurs, Derde Verdieping, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom. (Tel. 0148-23841.)

Case 3758/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT POTCHEFSTROOM

In the matter between **NBS Mortgage Nominees (Pty) Ltd** (Reg. No. 85/02924), Plaintiff, and **Roy Graham Fourie**, Defendant

In pursuance of a judgment in the Magistrate's Court, Potchefstroom, and a warrant of execution dated 9 December 1992, the following property will be sold in execution at Van Zyl Street (opposite of the Magistrate's Court), Boshof, on Saturday, 24 July 1993 at 10:00, namely:

1. Remaining Portion of the farm Stowlands 719, situated in the District of Boshof, measuring 256,9596 (two hundred and fifty-six comma nine five nine six) hectares;

The main conditions of sale are:

1. The property will be sold by the Sheriff, Boshof, to the highest bidder.
2. The purchaser must pay 10% (ten per cent) of the purchase price, in cash, on the day of the sale to the Sheriff of Boksburg. The balance of the purchase price must be guaranteed by a bank or building society, payable on registration of transfer of the property in the name of the purchaser, which guarantee must be furnished within thirty (30) days from date of sale, to the Sheriff, Boshof.

The further conditions of sale will lie for inspection at the offices of the Sheriff, Boshof.

Thus done and signed at Potchefstroom, on this the 28th day of June 1993.

M. De Villiers, for Williams Müller, Attorney for Plaintiff; Third Floor, Die Meent, Van Riebeeck Street 123; P.O. Box 208, Potchefstroom. (Tel. 0148-23841.)

Saak 9668/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **E. P. Bouvereniging**, Eiser, en **Khulekane Moffat Mchunu**, Eerste Verweerder, en **Theresa Angelina Mchunu**, Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Welkom, gehou te Welkom, en kragtens 'n lasbrief vir eksekusie gedateer 21 September 1992, sal die volgende eiendom per publieke veiling vir kontant, op 23 Julie 1993 om 11:00, te die Tulbagh-ingang tot die Landdroshof, Welkom, Oranje Vrystaat, aan die hoogste bieder verkoop word, naamlik:

Erf 131, geleë in die dorpsgebied Rheederpark, distrik Welkom, groot 833 (agthonderd drie-en-dertig) vierkante meter, gehou kragtens Transportakte T11721/1991, ook bekend as Smithstraat 7, Rheederpark, Welkom.

Die eiendom bestaan uit onder andere die volgende: Woonhuis met buitegeboue.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser, en wel binne sewe (7) dae na datum van die veiling;

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, en die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju van die Landdroshof, binne 14 (veertien) dae na datum van die verkoping verstrek te word;

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan die Eiser teen 18% (agtien persent) per jaar op die koopsom, bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde betaal op die dag van die verkoping, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonniskskuldeiser;

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju van die Landdroshof, waarborg geensins enige van die inligting hierin vermeld nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof, Welkom, Oranje Vrystaat, en/of p/a die Eksekusieskuldeiser se prokureurs, mnre. Symington & De Kok, Sonleyri kamers, Heerenstraat 24, Welkom, gedurende kantoorure.

Gedateer te Welkom op hede die 15de dag van Junie 1993.

H. H. Carshagen, vir Symington & De Kok, Prokureurs vir Eiser, Sonleyri kamers, Heerenstraat 24, Welkom. (Tel. 353-3051.)

Saak 1066/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen **ABSA Bank Bpk.** (handelende as Trustbank), Eiser, en **Michael Georgiou Karyolemos**, Eerste Verweerder, en **Agiaia Kyriakou Karyolemos**, Tweede Verweerder

Ingevolge 'n vonnis in die Landdroshof vir die distrik Virginia, en 'n lasbrief vir eksekusie gedateer 18 Mei 1993, sal die volgende onroerende eiendom geregtelik verkoop word aan die hoogste bieder op Vrydag, 30 Julie 1993 om 10:00, te Mallardweg 38, Virginia, naamlik:

Sekere Erf 1855, geleë in die dorp Virginia, distrik Ventersburg, groot 1 256 (eenduisend tweehonderd ses-en-veftig) vierkante meter, geleë te Mallardweg 38, Virginia, tesame met alle verbeterings daarop bestaande uit (maar waarvan niks egter gewaarborg is nie): Onbeboede perseel.

Die vernaamste verkoopvoorwaardes is:

1. Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju betaal.
2. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg, betaalbaar teen oordrag welke waarborg goedgekeur moet word deur die Eksekusieskuldeisers se prokureurs en wat binne 14 (veertien) dae na datum van die verkoping aan die Balju te Virginia, gelewer moet word.

Die voorwaardes van verkoping sal gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Virginia, en by die Eiser se prokureurs ter insae lê.

P. Schuurman, vir Maree & Vennote, Prokureur vir Eksekusieskuldeiser, Pretiumgebou, Herdenkingstraat, Virginia. [Tel.(057) 21-23101.] (Verw. P. Schuurman/he/T29.)

TRANSVAAL

Case 28732/92
PH 88

IN THE SUPREME COURT OF SOUTH AFRICA (Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd**, Execution Creditor, and **Du Plessis, Cornelis Adolf**, Execution Debtor

In pursuance of a judgment of the Supreme Court in the above-mentioned suit dated 1 December 1992, a sale without reserve price, will be held at the offices of the Sheriff of the Supreme Court, at 49 Kenston Avenue, Benoni, on 29 July 1993 at 10:00, of the undermentioned property:

Erf 5676, Benoni Extension 16, Benoni, in extent 998 (nine hundred and ninety-eight) square metres, held by Deed of Transfer T30213/1990, and situated at 7 Jukskei Road, Benoni Extension 16, Farrarmere.

Improvements (which are not warranted to be correct and not guaranteed) comprises of:

The house is under tiled roof, with four bedrooms, two and a half bathrooms, lounge/dining-room, study room, wall to wall carpets, carport for three motor vehicles, outside building consisting of servant's room and toilet.

Terms: The purchase price shall be paid as follows:

- (a) 10% (ten per centum) thereof in cash on the day of sale.
- (b) The full balance of the purchase price and any other amounts payable by him in terms of the conditions of sale, together with interest against registration of transfer, to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected during office hours and prior to the date of sale, at the offices of the Sheriff of the Supreme Court at 49 Kenston Avenue, Benoni.

Nelson Borman, Coetsee & Partners Inc., Attorneys for Execution Creditor, Sixth Floor, African Bank Centre, 56 Marshall Street, Johannesburg. (Tel. 838-6782.) (Ref. Miss Winter/DF/BN1794.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

CASH CALL AFSLAERS (EDMS.) BPK.

(Reg. No. 63/00271/07)

INSOLVENSIE- EN LIKWIDASIEVEILING VAN INHOUD VAN BABA BOUTIEK, KLERASIE, SKOENE EN BAIE MEER (SONDER RESERVE) OP 15 JULIE 1993, OM 10:00 BY ONS PERSEEL TE AUCTION CITY, KERKSTRAAT 463, ARCADIA, PRETORIA. TEL. (012) 341-1314.

1. Behoorlik daartoe gelas deur die ondergenoemde Opdraggewers verkoop ons per openbare veiling onder meer die volgende items:

2. Babaklere, laaikassies, speelgoed, kotte, stoeltjies, stootwaentjies, truië, rokke, langbroeke, skoene en baie meer.

3. *Die Kurator:* Insolvente boedel **IMS Cajee**, handeldrywende as **Fayse Baby Boutique, Meestersverwysing T1352/92.**

Die Likwidadeur: **House of Fashions (Pty) Ltd**, in likwidasië, **Meestersverwysing T1069/93.**

Terme: Streng kontant of bankgewaarborgde tjeks. BTW sal gehef word.

5. *Besigtiging:* By ons perseel gedurende kantoorure.

6. Reg van onttrekking word voorbehou.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **B. Vermaak, Meestersverwysing T4397/92**, sal ons die bates verkoop te Burgerstraat 25, Suideroord, Johannesburg op 22 Julie 1993 om 12:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 7391 of 2-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **J. Jonker, Meestersverwysing T434/93**, sal ons die bates verkoop te Tannerstraat 40, Krugersdorp-wes op 22 Julie 1993 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 7391 of 2-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die beredderaar in die aangeleentheid van **J. R. Coetzee**, aangestel in terme van die Wet op Landboukrediet, sal ons die bates verkoop te Wonderfontein, Groot Marico, op 20 Julie 1993 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 7391 of 2-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

BOLAND BANK VEILINGS

INSOLVENSIE VEILING VAN MODERNE WOONHUIS GELEË TE ACORNWEG 423, LYNNWOOD GLEN, PRETORIA OP DINSDAG, 13 JULIE 1993 OM 18:00, OP DIE PERSEEL:

Behoorlik daartoe gemagtig deur die Kurator van insolvente boedel **S. J. Janse van Vuuren en A. E. Janse van Vuuren, Meestersverwysing T702/93**, word ondergemelde per openbare veiling aangebied:

Vaste eiendom: Restant van Erf 697, geleë in die dorpsgebied Lynnwood Glen, Registrasieafdeling JR, Transvaal. *Groot:* ± 1 919 m².

Verbeterings: Vierslaapkamerwoning (H.E.S.), aparte sitkamer, eetkamer en woonkamer, waskamer aan kombuis, bediendegewone asook twee buitekamers. Motorafdak vir vier motors. Swembad met onthaalarea, aantrekkamer en toilet. Eiendom is geheel omhein met gevestigde tuin.

Finansiering beskikbaar indien vooraf gereël met Boland Bank Bpk.

Verkoopvoorwaardes: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjeke met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Op Saterdag, 10 Julie 1993 vanaf 10:00 tot 14:00 of soos per afspraak.

Navrae: Ian Coetzee (012) 804-2112.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Nedbanksentrum 246, Pretoriaweg 617, Silverton. (S.A.I.A.)

CAHI AUCTIONEERS, APPRAISERS & STOCK LIQUIDATORS

(CK 87/12616/23)

INSOLVENT ESTATE AUCTION, 7 HECTARE PLOT WITH SPACIOUS DOUBLE STOREY, FOUR-BEDROOMED HOME, POOL AND LAPA PLUS MASSIVE WAREHOUSE:

Duly instructed by the trustee in the insolvent estate **A. I. Barnard, Master's Reference T3313/92**, we will sell on Tuesday, 13 July 1993 at 11:00, on site Plot 23, Witriver Estates (Central Section), Yaderland, Witriver.

Comprising spacious double storey four-bedroomed home, main en-suite, second full bathroom.

Downstairs: Two lounges, dining-room, study, guest W.C., kitchen, pool, lapa, full security, large warehouse (fruit and veg), built to the required specification. Must be seen. View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Ronel of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax (012) 324-2215.

SWANEPOEL & PARTNERS: NELSPRUIT

Duly instructed by the joint liquidators in the matter of **Neldelta Motors BK**, in liquidation, **Master's Reference T1750/93**, we will sell the following:

Movables.

Auction to be held at Bester Street, Nelspruit.

Date and time of auction: Saturday, 10 July 1993 at 10:00.

Auctioneers: Swanepoel & Partners, Prorom Building, corner of Brown and Paul Kruger Streets, Nelspruit, 1200. Tel. (01311) x 52401: Mike Pienaar. (Reference V. A. van Diggelen/lvd.)

RADLEY VEILINGS BK

(CK 87/02062/23)

INSOLVENTE BOEDELVEILING VAN WOONHUIS, SECUNDA — SONDER VOORBEHOUD

1. *Wanneer:* Dinsdag, 20 Julie 1993 om 11:00.
2. *Waar:* Hendrik van der Bijlstraat 10, Secunda.
3. In opdrag van die Kurator van die insolvente boedel **J. J. van der Sandt, Meestersverwysing T1366/93**, verkoop ons die volgende:
 - 3.1 Erf 2079, Secunda, ook bekend as Hendrik van der Bijlstraat 10, Secunda. Die eiendom bestaan uit 'n steen-onder-teëldakwoning met sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, bediendekamer, motorhuis, matie en Novilon. Oppervlakte/ 147 m².
 - 3.2 *Los bates:* Technics PCM EX 30 orrel, 21 pale en 600 plaveiselstene. Namens boedel **S. A. Böhmer, T1559/91**, die volgende: Drie Krugermuntstelle, Krugerrand en mans diamantoring.
 4. *Voorwaardes van verkoop: Eiendom:* Deposito van 20% (twintig persent) van die volle koopprijs by die toeslaan van die bod. Balans 30 dae daarna by wyse van waarborge. *Los bates:* Kontant of bankgewaarborgde tjeks. *L.W.:* Besit en eiendomsreg van die eiendom, by val van die hamer.
 5. Vir nadere besonderhede, skakel Chris Radley by (012) 991-2981 gedurende kantoorure, of (012) 991-2983, saans. Radley Veilings BK, Hoewe 17, Olympus; Posbus 11202, Brooklyn, 0011. Tel. (012) 991-2981.

RADLEY VEILINGS BK

(CK 87/02062/23)

LIKWIDASIEVEILING VAN VERBETERDE SAKEPERSEEL TE NELSPRUIT — SONDER VOORBEHOUD

1. *Wanneer:* Woensdag, 14 Julie 1993 om 11:00.
2. *Waar:* Bellstraat 12, Nelspruit (hoek van Bell- en Henshallstraat).
3. In opdrag van die likwidateur van die **Kosipo Beleggings BK**, in likwidasie, **Meestersverwysing T1413/93**, verkoop ons die volgende:
 - 3.1 Erf 118 in die dorp Nelspruit, Registrasieafdeling JT, Transvaal, groot 1 487 m² ook bekend as Bellstraat 12, Nelspruit. Die eiendom het algemene besigheidsregte en die verbeterings daarop beslaan ongeveer 620 m² en bestaan uit vertoonlokal, kantore, store en toilette. Tans is huurinkomste R6 000 per maand. 'n Baie netjiese perseel en goed geleë.
 4. *Voorwaardes van verkoop: Eiendom:* Deposito van 20% (twintig persent) van die volle koopprijs, by die toeslaan van die bod. Balans 30 dae daarna by wyse van waarborge. Die verkoop van die eiendom is nie onderhewig aan bekragtiging nie. Besit en eiendomsreg by die val van die hamer. *Let wel:* Die eiendom word met en sonder die bestaande huurkontrakte opgeveel.
 5. Vir nadere besonderhede, skakel Chris Radley by (012) 991-2981 gedurende kantoorure, of (012) 991-2983 saans. Radley Veilings BK, Hoewe 17, Olympus; Posbus 11202, Brooklyn, 0011.

RADLEY AUCTIONS CC

(CK 87/02062/23)

LIQUIDATION AUCTION OF MAGNIFICENTLY DEVELOPED CONFERENCE/ACCOMMODATION/RECREATIONAL CENTRE, NEAR JOHANNESBURG AND PRETORIA, AS WELL AS MOVABLES

1. *When:* Friday, 30 July 1993 at 11:00.
2. *Where:* On the property (see location).
3. Instructed by the liquidator of **Sagorins Development (Pty) Ltd**, in liquidation, we are selling the following:
 - 3.1 Remaining portion of Portion 69 of the farm Bultfontein 533, Registration Division JQ, Transvaal, measuring 16,066 hectares, better known as Red Rose Farm. The property has been extensively developed. The property consists of a beautiful manor house, a second home, restaurant/kitchen/bar complex (to be fitted), conference hall, self-contained cottage, thirteen bedrooms (all with en suite bathrooms), workshops, store-rooms, laundry, staff accommodation, seven boreholes (five tested), swimming-pool, wine cellar, established garden, irrigation system, etc. This stylish property has exceptional potential.
 - 3.2 *Loose assets:* Ford tractor, a variety of farming machinery, brick-making machine (cement), irrigation equipment, lawnmowers, etc.
- Conditions of sale: Properties:* Deposit of 15% (fifteen per cent) of full purchase price at fall of the hammer. Balance by way of guarantees 30 days thereafter. *Loose assets:* Cash or bank-guaranteed cheques. *Please note:* The sale of the property is subject to an approval period of 10 days.
5. *Location:* From the Pretoria/Krugersdorp freeway, take the Lanseria/Broederstroom/Randburg turnoff, 1,5 km on the Broederstroom road, turn off to the right on the Nietgedacht road, 1,9 km further turn left into a gravel road, the property is 1 km further on the left.
6. For additional information, please phone Chris Radley at (012) 991-2981 or (012) 991-2983 after hours. Radley Auctions CC, Holding 17, Olympus; P.O. Box 11202, Brooklyn, 0011.

VERED — PROPERTY AUCTION**INSOLVENT ESTATE M. D. ANTHONY AND L. ANTHONY, MASTER'S REFERENCE T2043/93**

Instructed by the trustee in the above matter, we will sell by public auction, Erf 169, Impala Park, Boksburg, being 9 Sola Crescent, Impala Park, Boksburg.

Single-storey dwelling consisting of three bedrooms, two bathrooms, lounge, dining-room, kitchen. Outbuildings consist of double garage and outside toilet.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the trustee.

Terms: 15% (fifteen per cent) deposit in cash or bank-certified cheque immediately, the balance by approved guarantees within 30 days.

Date of sale: Thursday, 22 July 1993 at 14:00 at the property, 9 Sola Crescent, Impala Park, Boksburg. The property can be viewed during the day. Security in attendance.

For further information and to view please phone the auctioneers Vered (011) 646-5432. Fax (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

OWEN L'ANGE AFSLAERS

(BK 87/20496/23)

WOONHUIS — LA HOFF, KLERKSDORP

Behoorlik daartoe gemagtig deur die Kurator van die insolvente boedel **P. W. Visagie, Meestersverwysing T1128/93**, verkoop ons die onderstaande eiendom per publieke veiling op Vrydag, 30 Julie 1993 om 10:00, te die eiendom naamlik Jansenstraat 59, La Hoff, Klerksdorp:

Die eiendom: Erf 263, geleë in die dorp La Hoff, Registrasieafdeling IP, Transvaal, bekend as Jansenstraat 59, La Hoff, Klerksdorp.

Hierdie eiendom is verbeter met 'n omheinde teëldakhuis wat hoofsaaklik bestaan uit 'n oopplan sit-, TV- en eetkamer, moderne kombuis met aparte opwas, drie slaapkamers met ingeboude kaste, volledige badkamer met stort, volvloer matte regdeur en buitegeboue bestaande uit 'n dubbel motorhuis met roldeure, bediendekamer, bediendetoilet en stoorkamer.

Voorwaardes van verkoop:

1. 'n Kontant of bankgewaarborgde tjek deposito van 15% (vyftien persent) van die koopprys op die eiendom is by toeslaan van die bode taalbaar en die balans van die koopprys verseker te word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg binne 30 (dertig) dae na bekragtiging van die koop.

2. Die volle en verdere verkoopvoorwaardes sal op die dag van die veiling voorgelees word.

Vir meer besonderhede of besigtiging skakel die afslaer, Owen L'Ange, Klerksdorp. Tel. (018) 464-1071 of (018) 8-3193.

ONS LEI — ANDER VOLG.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: C. D. SCHUTTE, MASTER'S REFERENCE T2063/91**

Duly instructed by the trustee of the above-mentioned insolvent estate, we will sell by public auction, on site at 18 Smuts Street, Randgate, District of Randfontein, Transvaal, on Monday, 12 July 1993 at 10:30: A four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE D. T. COOKS, MASTER'S REFERENCE T1802/92**

Duly instructed by the trustee in the above-mentioned estate, we will sell by public auction, on site at 110 Vleiroos Street, Winchester Hills Extension 3, District of Johannesburg, Transvaal, on Tuesday, 13 July 1993, at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE C. F. SMIDT AND L. SMIDT, MASTER'S REFERENCE T545/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 59 Matroosberg Street, Noordheuwel Extension 6, District of Krugersdorp, Transvaal, on Wednesday, 14 July 1993 at 10:30: A five-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE L. O'NEIL, MASTER'S REFERENCE T102/93**

Duly instructed by the trustee in the above-mentioned estate, we will sell by public auction, on site at 125 Steenbok Avenue, Leondale, District of Germiston, Transvaal, on Thursday, 15 July 1993, at 10:30: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

MANNIE AUCTIONEERING COMPANY**INSOLVENT ESTATE MARIUS VAN DEN HEEVER, MASTER'S REFERENCE T5179/92**

Duly instructed by the provisional trustee in the above matter, we will sell by public auction on the spot, 5 Galaxy Street, Westonaria, on Friday, 23 July 1993 at 12:30, the following:

Comfortable three-bedroomed family home with pool, Westonaria.

Certain Erf 3226, situated at 5 Galaxy Street, Westonaria, measuring approximately 1 283 square metres, upon which is erected a residence comprising entrance hall, lounge, dining-room, family room, fitted kitchen, three bedrooms (main with dressing room and bathroom en-suite), second bathroom. *Outbuildings:* Double garage, maid's room, toilet and shower, pebble and tar driveway, established garden and fenced pool.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Mondays, Wednesdays and Fridays from 10:30 to 12:30.

For further particulars apply to the auctioneers: Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troye Street (corner Pritchard Street); P.O. Box 9211, Johannesburg, 2000. Tel. (011) 29-9617. Fax (011) 333-3460.

MANNIE AUCTIONEERING COMPANY**INSOLVENT ESTATE W. VAN HEERDEN AND L. VAN HEERDEN, MASTER'S REFERENCE T1261/93**

Duly instructed by the provisional trustee in the above matter, we will sell by public auction on the spot, 23 Lebombo Road, Modder East, Springs, on Monday, 26 July 1993 at 10:30, the following:

Comfortable family home — Modder East.

Certain Erf 469, situated at 23 Lebombo Road, Modder East, Springs, measuring approximately 1 585 square metres, upon which is erected a comfortable home built of plastered brick under tiles comprising carpeted entrance-hall; lounge; dining-room; study; enclosed wood and glass sunroom with sliding door to garden; modern kitchen with eye-level oven and separate hob and extractor fan, three bedrooms (main with bathroom en-suite), second full bathroom. *Outbuildings:* Fitted laundry, maids' quarters and double garage.

Brick surrounds all around the house. Burglar alarmed throughout, burglar proofing and security doors.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view now — watchman in attendance.

For further particulars apply to the auctioneers: Mannie Auctioneering Company, Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troye Street (Corner Pritchard Street); P.O. Box 9211, Johannesburg, 2000. Tel. (011) 29-9617. Fax (011) 333-3460.

DANIE POTGIETER VEILING

In opdrag van die Kurator C. A. Trust (Edms.) Bpk., verkoop ons die ondergenoemde roerende bates in die insolvente boedel **W. J. Schoeman, Meestersverwysing T2780/92**, op Vrydag, 23 Julie 1993 om 14:00 te Murraylaan 43E, Brits, naamlik:

Motorboot, lugversorger, snoekertafel, bruin sitkamerstel en JVC kleur TV.

Navrae: Danie Potgieter (Edms.) Bpk. Tel. (01211) 20403, 22755.

Terme: Streng kontant of bankgewaarborgde tjek.

PINE KRITZINGER AFSLAERS BK**INSOLVENTE BOEDELVEILING**

In opdrag van die Kurator in die insolvente boedel van **Eric Henry Butler, Boedelnommer T1164/93**, verkoop ek op 19 Julie 1993 om 10:00 en te Thoriumweg 4, Uraniaville, Klerksdorp:

Buonderstelle, groot hoeveelheid, bus onderdele, ou vensterrame, skrootyster, bus enjins, ratkaste, handgereedskap, werkswinkeltoerusting, kantoortoerusting en nog baie meer, te veel om op te noem.

Terme: Voetstoots, kontant of bankgewaarborgde tjeks. Verkoper behou die reg om enige van die items voor die aanvang van die veiling te onttrek.

20 Julie 1993 om 10:00 en te die plaas Kafferskraal:

Resterende gedeelte van Gedeelte 63 van die plaas Kafferskraal 400, Registrasieafdeling IP, Transvaal. Groot: 110,5497 hektaar, 70 hektaar ploegbaar en res weiding.

Verbeterings op die eiendom:

'n Sterk volledig toegeruste boorgat, ou stoor en twee nuwe woonhuise.

Eerste huis bestaan uit vier slaapkamers, sit-/woonkamer, studeerkamer, eetkamer, werkskamer, baie groot en goed toegeruste kombuis, spens, waskamer, swembad en lapa, twee motorhuise en drie geboude hondehokke.

Tweede huis is identies aan die eerste, maar net kleiner.

Terme: 'n Deposito van 15% (vyftien persent) betaalbaar op die dag van die veiling by wyse van kontant of 'n bankge-waarborgde tjek. Bekragtiging binne 14 dae en die balans op die koopsom binne 30 dae by wyse van 'n bank- of bougenootskapwaarborg.

Vir verdere besonderhede kontak die afslaer: Pine Kritzinger Afslaers BK, Teaklaan 11, Klerkindustria, Klerksdorp. Tel. (018) 462-9550/1. (Verwysing: mnr. Kritzinger/mnr. Malan/mev. Thomas/mev. Bosch.)

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, RUSTENBURG op 30 Julie 1993 om 10:00 voor die Landdroskantoor te RUSTENBURG die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 25 ('n gedeelte van Gedeelte 10) van die plaas BOSCHHOEK 103, Registrasie Afdeling J Q Transvaal

GROOT: 185,8474 hektaar

Blykens Akte van Transport T23147/1986 in die naam van FREDERICK JOHANNES COENRAAD GIESSING

Ligging van hierdie eiendom: 29 km noordwes van Rustenburg

Geboue en verbeterings wat beweerd word om op die eiendom te bestaan is:—

2 Woonhuise, staalstoor, dubbelmotorhuis met pakkamer, waskamer en strykkamer, arbeidershuise en 2 enjinkamers. Vekeerend omhein en verdeel in kampe. 10 Boorgate en 7 sementdamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AJAC 02719 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 1 Julie 1993.

CAPE • KAAP

OOSTHUIZEN, SWEETNAM & REITZ

IN OPDRAG VAN DIE KURATOR IN INSOLVENTE BOEDEL SAREL STEPHANUS JACOBUS MARAIS, MEESTERS-VERWYSING K49/93, BIED ONS PER OPENBARE VEILING OM 10:00 OP VRYDAG, 23 JULIE 1993, TE ERF 172, HOEK VAN VAN RIEBEECK- EN SMITHSTRAAT, OLIFANTSHOEK, DIE VOLGENDE ROERENDE EN ONROERENDE BATES TE KOOP AAN:

Onroerende eiendom: Woonhuis geleë te Erf 172, hoek van Van Riebeeck- en Smithstraat, Olifantshoek, bestaande uit vier slaapkamers, twee badkamers, sit-/eetkamer, TV-kamer, kombuis met opwas, motorhuis en afdak, gevestigde tuin, ringmuur en draadheining.

Roerende goed:

Voertuie: 1984 Volkswagen Kombi 1900 cc masjien CBK 15887 en 1978 Ford Granada 3 liter CEW 1254.

Vuurwapens: Tika .243 geweer, dubbelloop haelgeweer (maak onbekend), 7 mm Mauser (ou geweer), .22 Long Bruno geweer, BSA windbuks (stukkend), Eusta Kal 30.06 geweer, Remington MA Kal 7 mm geweer met teleskoop, Colt Kal 38 Special rewolwer.

Meubels en toerusting: Dubbelbed en kopstuk, versapper, geweerkuis, twee haardroërs (hand), Sanyo radio kombinasie, haarkrullers (elektriese), wasgoedkassie, Singer naaimasjien, withouttafeltjie, hangkas, eetkamertafel en ses stoele, panelite tafel en ses stoele, lessenaar, Kelvinator yskas, Phillips TV, Kelvinator stoof, Phillips videomasjien, GEC wasmasjien, sitkamerstel drie-stuk, vleissag, twee asbakstaanders, Alaska vrieskas, warmtrollie, twee draadtafels, petrol grassnyer, hangkas, oefenfiets en tuinstel (rooi).

Terme: Onroerende eiendom: 10% deposito op dag van veiling en balans teen registrasie.

Roerende goed: Kontant of bankgewaarborgde tjeks.

Voorwaardes: Te besigtig by die kantore van die afslaaers, mnre. Oosthuizen, Sweetnam & Reitz, Markplein 80, Olifantshoek. Tel. 059512-6 of 2651. (Verw. Mnr. Oosthuizen.)

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, UPINGTON op 28 Julie 1993 om 10:00 voor die Landdroskantoor te UPINGTON die ondergemelde eiendom by publieke veiling verkoop:—

Plaas CRAIG ELLACHIE 156, GELEË in die Afdeling Gordonia, GROOT 9088,5511 hektaar.

Blykens Akte van Transport T772/1986 in die naam van CHRISTIE RUDOLF KOORTZEN

Ligging van hierdie eiendom: 300 km noord van Upington

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, stoor en pakkamer, arbeidershuis, diggat en voorafvervaardigde huis. Jakkalsproef omhein. 2 Boorgate, 8 reservoirs en suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbak 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 serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaaerskommissie onderrworpe 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.

VERWYSINGSNOMMER: DFAA 02566 06G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 1 Julie 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HOFMEYR op 30 Julie 1993 om 10:00 voor die Landdroskantoor te HOFMEYR die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 1 van die plaas MIDDELPLAATS nr 139 in die Afdeling Steynsburg GROOT 345,2498 hektaar

(2) Gedeelte 1 van die plaas WELTEVREDEN nr 3 in die Afdeling Maraisburg GROOT 856,5320 hektaar

(3) Restant van die plaas WELTEVREDEN nr 3 in die Afdeling Maraisburg GROOT 1 687,8120 hektaar

(4) Gedeelte 18 (gedeelte van Gedeelte 15) van die plaas PLAATFONTEIN nr 121 in die Afdeling Steynsburg GROOT 14,2686 hektaar

(5) Die restant van Gedeelte 20 (BELMONT) van die plaas PLAATFONTEIN nr 121 in die Afdeling Steynsburg GROOT 1196,0313 hektaar

Eiendomme (1) tot (3) Blykens Akte van Transport T47020/1987

Eiendomme (4) en (5) Blykens Akte van Transport T1343/1989 in die naam van JOHANNES PETRUS PIENAAR

LET WEL: Ongeveer 8,2950 hektaar van eiendom (1), 6,5100 hektaar van eiendom (2) en 16,5570 hektaar van eiendom (3) is onteien deur die Kaapse Provinsiale Administrasie.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (3): 21 km noord van Hofmeyr

Eiendomme (4) en (5): 15 km suid van Steynsburg

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3): Woonhuis, waskamer, buitekamer, motorhuis en buitekamer, skeerhuis, implementeskuur, koeistal, voerskuur, werkswinkel, voerafdak, motorhuis en 4 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. 18 Boorgate, 4 sementdamme, 17 drinkbakke en 8 tenks.

Eiendomme (4) en (5): Woonhuis, buitekamer, motorhuis, skeerskuur en koeistal en 4 arbeidershuise. Veekerend en jakkalsproef omhein en verdeel in kampe. 6 Boorgate, sementdamme en 12 drinkbakke.

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 voowaardes 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, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAN 04080 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 30 Junie 1993.

AUCOR (PTY) LTD

Duly instructed by the liquidators, **Resolution Trust Company (Pty) Ltd, M. Schmidt**, in the matter of **Selwyn Technologies (Pty) Ltd**, in liquidation, **Master's Reference T130/93**, Aucor will sell by public auction on Wednesday, 14 July 1993 at 10:30 at their premises, 5 Fisher Avenue, Epping Industria: Computers, printers, parts and components and office furniture.

For further particulars contact the acutioneers at Tel. (021) 544-446, Fax, (021) 544-777.

AUCOR (PTY) LTD

Duly instructed by the liquidators, **Coopers & Lybrand, B. B. Nel**, in the matter of **Supreme Holdings Ltd**, (in liquidation) **Master's Reference T4813/92**, Aucor will sell the following assets by public auction on Wednesday, 14 July 1993 at 10:30, at their premises, 5 Fisher Avenue, Epping Industria I.

Oak reception tables, couches, reception chairs, chrome tubular chairs, typist chairs, oak filing cabinets, oak desks, oak computer stand, framed prints, oak credenzas and vacuum cleaner.

For further particulars contact the auctioneers at Tel. (021) 54-4446. Fax. (021) 54-4777.

NATAL

PHIL MINNAAR BK AFSLAERS

(CK 85/01372/73)

BESTORWE INSOLVENTE BOEDELVEILING VAN NOORD-NATALSE PLAAS ASOOK WONING IN SWART WOONGEBIED — DISTRIK NEWCASTLE

In opdrag van die eksekuteur in die bestorwe insolvente boedel **M. A. Twala**, **Boedelnommer 6117/92**, verkoop ons die ondervermelde eiendom per openbare veiling op:

Datum: Donderdag, 15 Julie 1993 om 13:00.

Plek van veiling: Die plaas Doornfontein 172, distrik Utrecht.

Ligging: Ry vanaf Newcastle met Volksruspad tot by Utrecht-afrif, ry 6,8 km tot by Wakkerstrooafrit en draai links, by T-aansluiting draai weer links. Ry 5,2 km en draai links op Wakketstroompad, ry met grondpad vir 2 km en raai links in by plaas. Sien wegwysers.

Beskrywing van eiendom:

Eiendom 1: Restant van onderverdeling 8 (van 1) van die plaas Doornkop 172, distrik Newcastle. *Groot:* 374,3 ha.

Eiendom 2: Woonhuis bestaande uit drie slaapkamers, TV-kamer, badkamer en kombuis.

Terme: 20% (twintig persent) deposito onmiddellik in kontant of bankgewaarborgde tjek en balans verseker te word binne 45 dae na aanvraag.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK, Bus 28265, Sunnyside. Tel: 322-8330/1. Faks (012) 322-8330/1/2.

ORANGE FREE STATE ORANJE-VRYSTAAT

MAREE & VENNOTE

Behoorlik daartoe gelas deur die likwidateurs van Swim's Tyres BK, in likwidasie, **Boedelnommer B658/92**, sal per openbare veiling aangebied word op Vrydag, 30 Julie 1993, om 10:00, te persele geleë te Erf 1225, hoek van Civiclaan en Markstraat, Virginia, die volgende roerende goedere naamlik:

1. *Kantoortoerusting:* Drie lessenaars, vier stoele, ontvangstafel en stoele, tikmasjien, optelmasjien, twee rekenaars, staalkabinet, klein kluis, twee boekrakke en alarmstelsel.

2. *Masjinerie en toerusting:* Kompessor, drie "lifts", balanseermasjien, bandestroper, vier banderakke, bottel "jack", trollie "jack" en werkstafel.

Genoemde artikels sal per kontant aangebied word aan die hoogste bieder.

Vir verdere besonderhede kontak:

Afslers: Maree & Vennote, Pretiumgebou, Herdenkingstraat; Posbus 123, Virginia. Tel. (057) 212-3101.

Mede-likwidateur: F. J. E. Paola, p.a. Paola du Plessis & Van der Merwe, Eerste Verdieping, NFS-gebou, Brandstraat 36, Kroonstad. Tel. (0562) 2-6541/2/3.

UBIQUE AFSLAERS

In opdrag van die likwidateur van **Stephne Restaurant** sal ons die bates verkoop te Chris van Niekerkstraat 18, Sasolburg, op 21 Julie 1993 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 7391 of 2-3841.

Ubique Afslers, Die Meent, Van Riebeeckstraat 123; Posbus 208, Potchefstroom.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, SENEKAL op 30 Julie 1993 om 10:00 voor die Landdroskantoor te SENEKAL die ondergemelde eiendom by publieke veiling verkoop:-

Die plaas GANSVLEI 352, distrik Senekal GROOT: 513,9192

Blykens Akte van Transport T2019/1983 in die naam van GERT HENDRIK ENSLIN

Ligging van hierdie eiendom:- 33 km noordoos van Senekal

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:-

Woonhuis, 4 store, werkwinkel. Veekerend omhein en verdeel in kampe. 4 Boorgate, sementdam, 8 suipkrippe, 7 gronddamme, fontein, spruit, Sandrivier.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:-

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys.

Die saldo van die koopsom, plus 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, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAI 03144 01G 03G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 1 Julie 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 per copy or R80 per annum, post free (Other countries R15 per copy or R100 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.

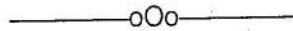
Verdienselike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R12,50 per eksemplaar of R80 per jaar, posvry (Buitelands R15 per eksemplaar of R100 per jaar).

IMPORTANT!!

Placing of languages: *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1992 to 30 September 1993, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*



BELANGRIK!!

Plasing van tale: *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1992 tot 30 September 1993 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

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Important

Please acquaint yourself thoroughly with the
"Conditions for Publication"
of legal notices in the Government Gazette, as
well as the new tariffs in connection therewith

**See List of Fixed Tariff Rates and Conditions on
front inner pages**



Belangrik

Maak uself deeglik vertrouwd met die
"Voorwaardes vir Publikasie"

van wetlike kennisgewings in die Staatskoerant,
asook met die nuwe tariewe wat daarmee in
verband staan

**Sien Lys van Vaste Tariewe en Voorwaardes op
voorste binnebladsye**