REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 337 PRETORIA, 16 JULY JULIE 1993 No. 14969

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

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

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 JUNIE 1993)

LYS VAN VASTE TARIEWE

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

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.

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

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

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

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 ONGEKANSELLEERDE INKOMSTESEËLS.

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

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

(a) die lys van vaste tariewe; of

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

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

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

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 verkoopprys van die Staatsdrukker bestel word. Geen aanspreeklikheid word aanvaar vir die versuim om sodanige *Staatskoerant(e)* te pos of vir vertraging in die versending daarvan nie.

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
GOEWERMENTSKENNISGEWINGS
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 1522/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eiser, en **Mahatalle Petros Modisanyane,** Eerste Verweerder, en **Alinah Mamongale Modisanyane,** 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, 13 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 571, geleë in die dorpsgebied Sebokeng, Eenheid 7-uitbreiding 1, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport TL24129/89.

Grootte: 281 (tweehonderd een-en-tagtig) vierkante meter.

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

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 24ste dag van Junie 1993.

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

Saak 1358/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eiser, en **Sekaleli Ernest Motaung,** Eerste Verweerder, en **Matshediso Tina Motaung,** 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, 13 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 23 van Erf 2864, geleë in die dorpsgebied Evaton, Registrasieafdeling IQ, Transvaal, met alle gebou of verbeterings daarop, gehou kragtens Akte van Transport T18712/90.

Grootte: 529 (vyfhonderd nege-en-twintig) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 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 24ste dag van Junie 1993.

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

Saak 9411/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eiser, en **Abraham Matabane,** Eerste Verweerder, en **Sibongile Lucky Matabane,** 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, 13 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Gedeelte 46 van Erf 77, geleë in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal, met alle geboue of verbeterings daarop, gehou kragtens Akte van Transport T68287/89.

Grootte: 352 (driehonderd twee-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(s).

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 24ste dag van Junie 1993.

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

Case 6512/92

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

In the matter between **Allied Bank** (a division of ABSA Bank Ltd), Plaintiff, and **J. C. Coligionis,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 20 November 1992, the property listed hereunder will be sold in execution, on 6 August 1993 at 11:00, at the premises of the Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 431, Brakpan Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T11218/1992.

The property is defined as a Residential stand, situated at 60 Taft Avenue, Brakpan.

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

Main building: Plaster and brick walls under corrugated iron roof consisting of lounge, living-room, dining-room, kitchen, bedroom with bathroom en suite and second bathroom.

Outbuildings: Single garage, servant's room and outside toilet. Pre-cast walls.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid at to 10% (ten per centum) thereof or R500 (five hundred rand) whichever is the greater, on the day of the sale and the unpaid balance, together with interest on the full amount of the Judgment Creditor's claim at the rate specified in the full conditions of sale, to date of payment, within 14 (fourteen) days, to be paid or secured by a bank or building society guarantee.

(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.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Brakpan this 16th day of June 1993.

P. J. Cowling, for Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Street, P.O. Box 38, Brakpan. (Tel. 744-3924) (Ref. Mr Cowling/BRV/C243/92.)

Case 5200/92

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

In the matter between **Town Council of Brakpan,** Plaintiff, and **A. L. van Alphen,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Brakpan and writ of execution dated 17 March 1993, the property listed hereunder will be sold in execution on 6 August 1993 at 11:00, at the premises of Sheriff of the Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 819, Dalpark, Registration Division IR, Transvaal, held by Deed of Transfer T30283/1983, measuring 955 (nine hundred and fifty-five) square metres.

The property is defined as a residential stand, situated at 25 Cutter Road, Dalpark Extension 1, Brakpan.

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

Main building:

Lounge: One plus dining-room.

Bedroom: Main plus two.

Bathroom: One.

Kitchen: One.

Outbuildings:

Fence: Precast.

Building construction:

Walls: Face bricks.

Roof: Tiles.

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 Courts office.

(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, etc.

(d) The purchase price shall be paid as to 10% (ten per centum) thereof or R500 (five hundred rand) whichever is the greater on the day of the sale and the Judgment Creditor's claim at the rate specified in the full conditions of sale to date of payment, within 14 (fourteen) days to be paid or secured by a bank or building society guarantee.

(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.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court.

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

Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Road, P.O. Box 38, Brakpan. (Tel. 744-3924.) (Ref. Janeke/ah.)

Case 10694/92

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

In the matter between **First National Bank of S.A. Ltd,** Plaintiff, and **N. Karvelas,** Defendant

On Wednesday, 4 August 1993, at the offices of the Sheriff of the Court, Joria Court 4, Du Plessis Street, Florentia, Alberton, a public auction sale will be held pursuant to a judgment of the Court in this action, and a warrant of execution issued in terms thereof and attachment in execution made thereunder, of:

Certain Erf 2634, Brackenhurst Extension 2, also known as 34 Christiaan Street, Brackenhurst, Alberton, measuring 1 500 (one thousand five hundred) square metres.

Improvements: Lounge, three bedrooms, bathroom, toilet, kitchen and outside toilet (these improvements are not warranted).

Salient terms:

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

2. 10% (ten per centum) of the purchase price and auctioneers commission as well as 14% (fourteen per centum) sales tax shall be paid at the sale in cash or by means of a bank-guaranteed cheque and the balance plus interest is payable or must be guaranteed to the Sheriff by an approved bank, building society or any other acceptable guarantee within 14 (fourteen) days from date of sale.

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

Dated at Alberton on this the 24th day of June 1993.

L. F. van Deventer, for Badenhorst-Malan, Attorneys for Plaintiff, Second Floor, Stats Building, Fore Street, New Redruth; P.O. Box 136130, Alberton North. (Tel. 907-2121.) (Fax. 907-2175.) (Ref. LFVD:CK:F33/92.)

Case 4754/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Nabhuda Mosolina Mashiane N.O.,** First Defendant, and **Nabhuda Mosolina Mazibuko,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 2 June 1993, the property listed hereunder will be sold in execution on Friday, 6 August 1993 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 1608 kwaThema Township, Registration Division IR, Transvaal, measuring 227 (two hundred and twenty-seven) square metres, known as 58 Hlabangane Street, kwaThema, Springs.

Registered in the name of James Mazibuko and Nabhuda Mosolina Mazibuko.

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 residence comprising kitchen, bedroom, bathroom and lounge.

Outbuildings: Three outside rooms.

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, 66 Fourth Street, Springs.

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax, both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest thereon at 16% (sixteen per centum) per annum on the preferent creditors' claims as contemplated in rule 43 (7) (a) of the rule of Court from the date of sale to the 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.)

Case 1458/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Pieter Benjemin van den Heever,** First Defendant, and **Sarah Juanette van den Heever,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued 5 May 1993, the property listed hereunder will be sold in execution on Friday, 6 August 1993 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 821, Brenthurst Township, Registration Division IR, Transvaal, measuring 996 (nine hundred and ninety-six) square metres, known as 9 Botha Road, Brenthurst, Brakpan.

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

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

Main building: Painted plaster/bricks under corrugated iron residence comprising lounge, dining-room, three bedrooms, bathroom plus toilet and shower, kitchen and flat.

Outbuildings: Double garage, house-keepers room. *Fencing:* 50% precast and 25% brick. Pool.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per centum) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest thereon at 18,75% (eighteen comma seven five 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 the 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 1575/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **Voltex (Pty) Ltd,** Eiser, en **J. J. van Dyk,** Verweerder

Ingevolge uitspraak van die Landdros, Westonaria, en lasbrief vir eksekusie gedateer 29 Maart 1992, sal die ondervermelde eiendom op 6 Augustus 1993 om 10:00, te die Landdroskantoor te Westonaria, aan die hoogste bieder geregtelik verkoop word:

Erf 1040, Westonaria-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 2 032 (tweeduisend twee-en-dertig) vierkante meter, geleë te Chisholmstraat 14, Westonaria.

Verbeterings: en gewone buitegeboue ten opsigte waarvan, egter, geen waarborg gegee word nie.

Voorwaardes:

1. R5 000 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 dae. Die koper moet transportkoste, belastings ens. betaal.

2. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

3. Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word), mag gedurende kantoor ure by die kantoor van die Balju, Landdroshof, Westonaria, nagesien word.

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

R. V. von Abo, Venter, Von Abo & Kie., Quo Vadissentrum, Pakemanstraat, Westonaria. (Verw. Von Abo/ndp/RV401.)

Saak 8112/93

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

In die saak tussen **N.B.S. Bank Bpk.,** voorheen bekend as Natal Bouvereniging Bpk. (Reg. No. 87/01384/06), Eiser, en **M. A. Kwapeng,** Eerste Verweerder, en **M. A. Kwapeng,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 3 Junie 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 5 Augustus 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in Huurpag gehou deur die Verweerder in Erf 877, Maokeng-dorpsgebied-uitbreiding 1, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 260 (twee honderd en sestig) vierkante meter.

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

Buitegeboue bestaan: Geen.

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 25ste 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/N833/CDN516.)

Case 1126/93

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

In the matter between **Anchor Estates CC,** Plaintiff, and **Moloi, Johannes,** First Defendant, and **Moloi: Mamosiuoa Martha,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 March 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 2620, Dawn Park Extension 4, situate on 57 Lancelot Street, Dawn Park, District of Boksburg, measuring 782 (seven hundred and eighty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling under tiled roof, three bedrooms, two bathrooms, dressing-room, family-room, lounge, kitchen, lock-up garage, servants' quarters with watercloset.

The conditions of sale: The purchase price will be payable 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, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666/7.) (Ref. A0364N/A. Hartman.)

Case 2356/91

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Mogambery Ruthnam Moodley,** First Defendant, and **Yugavathy Moodley,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, District of Westonaria, and writ of execution the property listed hereunder which was attached on 2 December 1992, 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:

Certain Portion 2, of Erf 3318, Lenasia South Extension 7 Township, Registration Division IQ, Transvaal, in extent 339 (three hundred and thirty-nine) square metres, situate at 2/3318 Manganese Crescent, Lenasia South Extension 7.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey, built of bricks and painted plaster, under 17,5 degree pitched tiled roof. *Floor:* Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

Outbuildings: None.

Improvements: Boundary Fencing.

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, First Floor, Barclay Centre, Edwards Avenue, Westonaria. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Westonaria on this the 30th day of June 1993.

Truter Crous Wiggill & Vos, Plaintiff's Attorneys, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) (Ref. Mr Kruger/eb/N171.)

Case 336/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Harvey, George Edward,** First Defendant, and **Harvey, Helena Maria,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 6 August 1993 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 120, Minnebron Township, Registration Division IR, Transvaal, being 27 Gert Bezuidenhout Street, Minnebron, Brakpan, measuring 630 (six hundred and thirty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising an entrance-hall, lounge, kitchen, three bedrooms, bathroom, carport and w.c.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0088 (AU88).]

Case 3647/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank division), Plaintiff, and **Henry, Mervyn Patrick,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 6 August 1993 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 512, Brakpan-Noord Extension 1 Township, Registration Division IR, Transvaal, being 91 Ellis Street, Brakpan-Noord Extension 1, Brakpan, measuring 1 115 (one thousand one hundred and fifteen) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising a lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms and w.c.

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

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

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AF6183 (AB783).]

Saak 22409/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **S. Ngoma,** Eksekusieskuldeiser, en **K. M. Mathebula,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 28 Oktober 1992, sal die onderstaande eiendom op 30 Julie 1993 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 20196, geleë in die dorpsgebied Mamelodi, Registrasieafdeling JR, Transvaal, bekend as 20196 Buffer Zone Extension 3, Mamelodi.

Beskrywing: Woonhuis bestaande uit drie slaapkamers, toilet, kombuis, badkamer en eetkamer.

Verbandhouer: Nedperm Bank, Esselenstraat 272, Sunnyside, Pretoria.

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

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 15de dag van Junie 1993.

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

Saak 21726/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Rose, Harry,** Applikant, en **The Trading Network International (Pty) Ltd** (Reg. No. 67/06032/07), Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof gedateer 11 September 1992, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 5 Augustus 1993 om 10:00, by die kantore van die Balju te Johannesburg, Marshallstraat 131, Johannesburg, aan die hoogste bieder:

Erf: Gedeelte 3 van Erf 174, Linden-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 487 vierkante meter, sonering woonhuis, gehou kragtens Akte van Transport T3317/1989, geleë te 13de Straat 13A, Linden.

Die reserweprys is geen; onderworpe aan bekragtiging.

Die eiendom bestaan uit drie slaapkamers, sitkamer, eetkamer, kombuis, een en 'n half badkamers, buitegeboue, motorhuis en swembad.

Terme en voorwaardes:

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

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

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

Tim du Toit & Kie Ing., Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. mnr. Vorster/ah/LR1.)

Case 8968/92

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mozi Shelembe,** First Defendant, and **Zanele Hlatshwayo,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 7 October 1992, the property listed hereunder will be sold in execution on Friday, 6 August 1993 at 11:00, at the office of the Sheriff of the Magistrate's Court Office, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Lot 18083, Tsakane Extension 8 Township, Registration Division IR, Transvaal, measuring 286 (two hundred and eighty-six) square metres, known as 18083 Thomo Street, Tsakane Extension 8, Brakpan.

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

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

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

The material conditions of sale are:

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

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

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

(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, 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 20% (twenty per centum) per annum on the preferent creditor's claims as contemplated in Rule 43 (7) (a) of the Rule of Court from the date of sale to date of payment to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

(e) 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 16th 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 4914/91

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 **Johannes Matthys Kriel,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 18 September 1992, the property listed hereunder will be sold in execution on Friday, 6 August 1993 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 331, Brenthurst Township, Registration Division IR, Transvaal, measuring 862 (eight hundred and sixty-two) square metres, known as 756 Prince George Avenue, Brenthurst, Brakpan.

The property is zoned Residential 1 in terms of the relevant town-planning scheme.

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

Main building: Plaster/bricks under corrugated iron residence comprising lounge, dining-room, three bedrooms, bathroom and kitchen.

Outbuilding: Housekeeper's room, store-room, fencing pre-cast.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000 then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price, and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 20,75% (twenty comma seven five per centum) per annum on the preferent Creditor's claims as contemplated in Rule 43 (7) (a) of the Rule of Court from the date of sale to date of payment to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

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

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

Dated at Benoni on this the 16th 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. HJF/Mrs Kok.)

Case 9482/93
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 **Hlakuva, Gabriel Kholisile,** First Execution Debtor, and **Hlakuva, Thembi Mildred,** 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, Springs, on 30 July 1993 at 11:00, of the undermentioned leasehold of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Erf 14562, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 14562, Molebaleng Street, kwaThema Extension 2, Springs, measuring 366 (three hundred and sixty-six) square metres.

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

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

Dated at Johannesburg this 10th day of 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 1505/92

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

In die saak tussen **NBS Bank Bpk.,** Eksekusieskuldeiser, en **Kaopeng Elmon Manyaka,** Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 21 Februarie 1993, sal die hiernagenoemde eiendom op Donderdag, 5 Augustus 1993 om 10:00, by die Balju 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 voorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Erf 749, Makulong-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 248 vierkante meter, ook bekend as 749 Makulong Seksie, Tembisa, Kempton Park.

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

Verbeterings: Sitkamer, 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 21% (een-en-twintig persent) per jaar bereken vanaf 1 Februarie 1991 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 18de 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/LN898.)

Case 12907/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Sandton Sheriff's Office at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on 4 August 1993 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Erf 64, Wendywood Township, Registration Division IR, Transvaal, in extent 1 125 square metres, held by virtue of Deed of Transfer T97382/92, also known as 23 Glanville Crescent, Wendywood.

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

Terms: Deposit 10% (ten per cent) of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within fourteen (14) days from date of the sale. Auctioneer's charges, to be calculated as follows: 5% (five per cent) of the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000. Minimum charges R100.

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

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

Case 3918/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Sosolo Samson Mosia,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution issued on 7 May 1993, the property listed hereunder will be sold in execution on Friday, 6 August 1993 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 21459, Tsakane Extension 11 Township, Registration Division IR, Transvaal, measuring 250 (two hundred and fifty) square metres, known as 21459 Paseka Street, Tsakane Extension 11, Brakpan.

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

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

Main building: Bricks under pitched iron residence comprising lounge, two bedrooms, bathroom and kitchen. Fencing: Wire.

The material conditions of sale are:

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

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

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

(d) The purchase price shall be paid as to a deposit of 10% (ten per centum) thereof or if the purchase price is less than R10 000, then the total purchase price, together with the auction charges of the Sheriff of the Magistrate's Court being 4% (four per cent) of the sale price and Value-Added Tax (if applicable), both immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at 18,75% (eighteen comma seven five 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 16th 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. HJF/Mrs Kok.)

Case 29252/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Allied Bank,** Plaintiff, and **Brenner, O. and Brenner, S.,** Defendants

In pursuance of a judgment of the above Honourable Court, and writ of execution, the following property shall be sold in execution by the Sheriff for Nigel, on Friday, 6 August 1993 at 09:00, at the Magistrate's Court, Kerk Street, Nigel, without reserve to the highest bidder:

Certain Erf 54, Alrapark Township, Registration Division IR, Transvaal, situated at 28 Prune Avenue, Alrapark, Nigel, measuring 470 square metres, held by virtue of Deed of Transfer T37446/88.

Zoning: Special Residential.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Dwelling-house, a brick building with corrugated iron roof with kitchen, lounge, two bedrooms, bathroom with toilet, one side concrete walling.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deeds in so far as these are applicable.

2. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by Plaintiff's attorney, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Supreme Court, 29 Third Street, Nigel.

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

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/cb/B21391.)

Case 10866/93
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 **Mtshali, Sibongile (Zulu) NO,** 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, Krugersdorp, on 4 August 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Site 9621, situated in the Township of Kagiso, Registration Division IQ, Transvaal, being 9621 Kagiso, Krugersdorp, measuring 275 (two hundred and seventy-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of 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 the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 23rd 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. Mr Webber/amvb.)

Saak 18553/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.,** voorheen bekend as Saambou-Nasionale Bouvereniging Bpk., Eiser, en **Jacob Dingaan,** Verweerder

Geliewe kennis te neem dat ingevolge 'n uitspraak van bogemelde Agbare Hof op 20 Oktober 1993 en 'n lasbrief vir eksekusie wat daaropvolgend gemagtig is, sal die eiendom hieronder genoem in eksekusie op 6 Augustus 1993 om 11:00, by die kantoor van die Balju, Soshanguve, Gedeelte 83, De Onderstepoort (net noord van Saskomeule), ou Warmbadpad, Bon Accord, aan die hoogste bieder verkoop word:

Sekere reg, titel en belang in die onroerende eiendom bekend as Erf 2647, Blok GG, Soshanguve, geleë in die woongebied van Soshanguve, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 2453/90.

Die beboude eiendom word beskryf as 'n residensiële standplaas met woonhuis wat bestaan uit een verdieping: Kombuis, drie slaapkamers, woonkamer en badkamer.

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 verkoopsvoorwaardes 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 oordragkostes, oordrag belasting, munisipale belasting, belasting, lisensies, sanitêre koste, rente, ens.

(d) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant by ondertekening van die verkoopvoorwaardes betaal, die balans betaalbaar by transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Hooggeregshof, binne 14 (veertien) dae na die verkoping verstrek te word.

(e) Die koper moet die afslaersgelde op die dag van die verkoping betaal.

Die volledige verkoopvoorwaardes lê ter insae te die kantoor van die Balju, Soshanguve.

Geteken te Pretoria op hierdie 29ste dag van Junie 1993.

G. F. T. Snyman, vir Van der Walt & Hugo, Volkskassentrum 1030, Van der Waltstraat, Pretoria. (Verw. mnr. Snyman/ML/R8970.)

Saak 9167/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **M. J. H. Jacobs,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros Pretoria en 'n lasbrief vir eksekusie gedateer 18 Februarie 1993 sal die onderstaande eiendom op 30 Julie 1993 om 11:00, te die kantoor van die Balju Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Saskomeule, ou Warmbadpad, Bon Accord), geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 185, geleë in die dorpsgebied Florauna, Registrasieafdeling JR, Transvaal, bekend as Kamdeboweg 709, Florauna.

Beskrywing: Woonhuis bestaande uit twee sitkamers, eetkamer, kombuis, TV-kamer, drie toilette, twee badkamers, vier slaapkamers, studeerkamer, kroeg, twee motorhuise, bediendekamer en toilet.

Verbandhouer(s): Nedcor Bank, Andriesstraat, Pretoria.

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

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 prokureurs en wat betaalbaar moet wees teen registrasie van transport in die koper se naam.

Gedateer te Pretoria op hede die 16de dag van Junie 1993.

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

Case 9463/93
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 **Ngweneya, Nkanyezi Jeremiah,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the main entrance hall of the Magistrate's Court, Vanderbijlpark, on 30 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale.

Certain all right, title and interest in and to the leasehold in respect of Site 1299, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1299 Evaton North, Vanderbijlpark, measuring 396 (three hundred and ninety-six) square metres.

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

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of 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 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. Mr Webber/amvb.)

Case 11058/93
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 **Aldous, Colleen Michelle,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 4 August 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale.

Certain Portion 85 (a portion of Portion 59), of the farm Lindley 528, Registration Division IQ, Transvaal, being Portion 85 (a portion of Portion 59), of the farm Lindley 528, Krugersdorp, measuring 8,5653 (eight comma five six five three) hectares.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, scullery, two bedrooms and one and a half bathrooms, with outbuildings with similar construction comprising garage, servant's room, toilet and two store-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, 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 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 28352/92
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 **Lund, Raymond John,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at Northview, Unit 2, 45 Richard Drive, Halfway House, on 4 August 1993 at 14:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, at Northview, Unit 2, 45 Richard Drive, Halfway House, prior to the sale.

Certain Erf 79, situated in the Township of Vorna Valley, Registration Division IR, Transvaal, being 79 Chris Barnard Street, Vorna Valley, Halfway House, measuring 1 320 (one thousand three hundred 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 tiled roof, comprising kitchen, lounge/dining-room, three bedrooms and two bathrooms, with outbuildings with similar construction comprising three garages, toilet 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, 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 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. Mr Webber/bt.)

Case 12163/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Graham, Gary Barton,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 6 August 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 may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 613, Constantia Kloof Extension 4 Township, Registration Division IQ, Transvaal, area 1 578 (one thousand five hundred and seventy-eight) square metres, situation 194 Panorama Drive, Constantia Kloof Extension 4.

Improvements (not guaranteed): A house under iron roof, consisting of four bedrooms, two bathrooms, kitchen, scullery, lounge, dining-room, family room, study, servants' quarters, double garage and with stone wall around property.

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

Dated at Johannesburg on this 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. ForeclosuresN141:NP62.)

Saak 22673/92

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

In die saak tussen **Die Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Koekemoer, Matthys Johannes,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van De Klerk, Vermaak & Vennote, Overvaalgebou, Krugerlaan 28, Vereeniging, op 5 Augustus 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van De Klerk, Vermaak & Vennote, Overvaalgebou, Krugerlaan 28, Vereeniging, voor die verkoping ter insae sal lê.

Sekere Hoewe 124, in die dorpsgebied van The De Deur Estates Ltd, Registrasieafdeling IR, Transvaal, ook bekend as Thorntonstraat 124, The De Deur Estates Ltd, De Deur, groot 3,9654 (drie komma nege ses vyf vier) hektaar.

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

Losstaande enkelverdiepingwoonhuis met geteëlde dak bestaande uit kombuis, woon-/sitkamer, familiekamer, vyf slaapkamers, twee badkamers met buitegeboue van soortgelyke konstruksie bestaande uit twee motorhuise, twee bediendekamers, latriene, waskamer, stoorkamer en swembad.

Terme: 10% (tien persent) van die koopprys op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank of bougenootskap of ander aanvaarbare waarborg binne veertien (14) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op die dag van die verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie van R100 (eenhonderd rand).

Gedateer te Johannesburg op hierdie 22ste dag van Junie 1993.

B. W. Webber, vir Ramsay, Webber & Kie., Eiser se Prokureur, Vyfde Verdieping, Glazcosentrum, hoek van Harrison- en Andersonstraat, Johannesburg; Posbus 61677, Marshalltown. (Tel. 838-5451.) (Verw. Foreclosures/bt.)

Case 35236/91
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Willy, Maurice Catteeuw,** 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 Northview, Unit 2, 45 Richard Drive, Halfway House, on 4 August 1993 at 14:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, at Northview, Unit 2, 45 Richard Drive, Halfway House, prior to the sale:

Certain remaining extent of Erf 241, situated in the Township of Buccleuch, Registration Division IR, Transvaal, being 50 Muller Street (North), Buccleuch, Kelvin, measuring 2 025 (two thousand and twenty-five) square metres.

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

A detached single storey brick built residence with metal roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, store-room, laundry, bar area, quest room with bathroom, sewing-room, three bedrooms, two and a half bathrooms, and with outbuildings with similar construction comprising of two garages, servant's room, bathroom 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, 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 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/bt.)

Case 9946/93
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 **Roth Lionel,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Main Entrance-hall of the Magistrate's Court, Vanderbijlpark, on 30 July 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 340, situated in the Township of Vanderbijlpark Central West 5, Registration Division IQ, Transvaal, being 27 De Forest Street, Vanderbijlpark Central West 5, Vanderbijlpark, measuring 650 (six hundred and fifty) square metres.

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

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

Case 34123/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Dames, Lydia Johanna,** First Defendant, and **Dames, Johannes Marthinus,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, Brakpan, at 439 Prince George Avenue, Brankpan, on 6 August 1993 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff, at the time of the sale, and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 830, Dalpark Extension 1 Township, Registration Division IR, Transvaal, being 6 Skamel Street, Dalpark Extension 1, Brakpan, measuring 980 (nine hundred and eighty) square metres.

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

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

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 paid by the purchaser.

Dated at Boksburg on this the 11th day of June 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0057 (AU057).]

Saak 5832/93

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

In die saak tussen **NBS Bank Bpk.,** voorheen Natal Bouvereniging Bpk (Reg. No. 87/01384/06), Eiser, en **Colly Zakias Madonsela,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros Kempton Park, en 'n lasbrief vir eksekusie gedateer 10 Mei 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 12 Augustus 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in Huurpag gehou deur die Verweerder in Erf 52, Elindinga-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 229 (tweehonderd nege-en-twintig) 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 toilet, twee slaapkamers, badkamer, kombuis, eetkamer. *Buitegeboue bestaan:* Geen.

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 7de dag van Junie 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M158/RIM435.)

Case 9405/91

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

In the matter between **Germiston City Council,** Plaintiff, and **J. Breedt,** First Defendant, and **Mrs A. M. Breedt,** Second Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and writ of execution dated 16 November 1992, the property listed herein will be sold in execution on Monday, 9 August 1993 at 10:00, at the offices of the Sheriff Magistrate's Court, to the highest bidder:

Erf 579 Albermarle Township, Registration Division IR, Transvaal, situated at 14 Darrock Street, Albermarle, measuring 1 077 square metres.

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

Improvements: Dining-room, lounge, three bedrooms, study-room, TV-room, two bathrooms, two toilets and two garages.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff Magistrate's Court, Germiston.

Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. Coll/WM.)

Case 949/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd,** (United Bank Division), Plaintiff, and **Labuschagne, Pieter Frederik,** First Defendant, and **Labuschagne, Veronica Ann,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff Brakpan at 439 Prince George Avenue, Brakpan, on 6 August 1993 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 634, Brakpan Township, Registration Division IR, Transvaal, being 113 Gardiner Avenue, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising an entrance-hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom, scullery, garage, servant's room and a w.c.

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

Dated at Boksburg on this the 11th day of June 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0103 (AU103)]

Case 34593/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd,** (United Bank Division), Plaintiff, and **Du Toit, Johanes Willem,** First Defendant, and **Du Toit, Annalien Debora,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff Brakpan at 439 Prince George Avenue, Brakpan, on 6 August 1993 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Deputy Sheriff, Brakpan, prior to the sale:

Certain Erf 623, Minnebron Township, Registration Division IR, Transvaal, being 5 Summerson Street, Minnebron, Brakpan, measuring 660 (six hundred and sixty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, three bedrooms and bathroom.

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

Dated at Boksburg on this the 11th day of June 1993.

Hammond Pole & Dixon, c/o Mark Yammin, Hammond & Partners, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0068 (AU68)]

Saak 12499/92

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

In die saak tussen **NBS Bank Bpk.,** voorheen bekend as Natal Bouvereniging Bpk., (Reg 87/01384/06), Eiser, en **C. R. Manana,** Eerste Verweerder, en **N. S. Manana,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 3 November 1992, word die eiendom hieronder uiteengesit in eksekusie, verkoop op Donderdag, 5 Augustus 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 167, Motsu-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 254 (tweehonderd vier-en-vyftig) vierkante meter.

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

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 ter insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouverenigingslening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 27ste dag van Mei 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M80/MIM789.)

Saak 1409/93

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

In die saak tussen **NBS Bank Bpk.,** voorheen bekend as Natal Bouvereniging Bpk., (Reg 87/01384/06), Eiser, en **Malewatle Elizabeth Nteke** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 11 Februarie 1993, word die eiendom hieronder uiteengesit in eksekusie, verkoop op Donderdag, 5 Augustus 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 1076, Maokeng-uitbreiding 1, Dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 288 (tweehonderd agt-en-tagtig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, sinkdak, bestaande uit toilet, twee slaapkamers, badkamer, kombuis en eetkamer.

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 ter insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouverenigingslening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 18de dag van Mei 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M122/MIM282.)

Saak 10161/90

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

In die saak tussen **NBS Bank Bpk.,** voorheen bekend as Natal Bouvereniging Bpk., (Reg 87/01384/06), Eiser, en **M. J. Mosholi,** Eerste Verweerder, en **F. K. Mosholi,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 30 September 1992, word die eiendom hieronder uiteengesit in eksekusie, verkoop op Donderdag, 5 Augustus 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 1080, Maokeng-uitbreiding 1, dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 293 (tweehonderd 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 eetkamer, badkamer, toilet, twee slaapkamers en kombuis.

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 ter insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouverenigingslening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 27ste dag van Mei 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M69/RIM704.)

Saak 11762/92

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

In die saak tussen **NBS Bank Bpk.,** voorheen bekend as Natal Bouvereniging Bpk., (Reg 87/01384/06), Eiser, en **Shirley van Zyl,** Eerste Verweerder, en **Cornelius Johannes van Zyl,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 21 Oktober 1992, word die eiendom hieronder uiteengesit in eksekusie, verkoop op Donderdag, 5 Augustus 1993 om 10:00, by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere: Erf 180, Bonaero Park-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 796 (sewehonderd ses-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 slaapkamers, kombuis, twee badkamers en eetkamer. Buitegeboue bestaan uit motorhuis, twee afdakke en oprit.

Voorwaardes van verkoping:

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

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê ter 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 28ste dag van Mei 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M64/MIV525.)

Case 3766A/92

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

In the matter between **First National Bank of S.A. Ltd,** Plaintiff, and **J. J. van Zyl,** and **M. M. van Zyl,** Defendants

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution dated 22 February 1993, a sale by public auction without a reserve price will be held on 6 August 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 Defendants:

Remaining extent of Erf 542, Rustenburg, Registration Division JQ, Transvaal, measuring 1 844 square metres, held under Deed of Transfer T25046/90, known as 1 Benoni Street, Rustenburg.

The following particulars are furnished but not guaranteed: Lounge, dining-room, four bedrooms, kitchen, scullery, bathroom, separate toilet, carport, servants' quarters, cement dam and equipt bore-hole.

Terms: Ten per centum (10%) of the purchase price and auctioneers 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 14 days from date of sale.

Dated at Rustenburg this 25th day of June 1993.

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

Case 4151/93
PH 342

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom,** Plaintiff, and **Ncala, Sibongile Eunice,** Defendant

1. The undermentioned property will be sold on 5 August 1993 at 10:00, at the Sheriff's Office, 131 Marshall Street, Johannesburg, in execution of a judgment obtained in the above matter on 6 March 1993:

The Defendant's right, title and interest in and to the leasehold of Erf 3211, Mapetla Extension 1 Township, Registration Division IQ, Transvaal, measuring 300 (three hundred) square metres, held under Certificate of Registered Grant of Leasehold TL20184/1990 and situated at 3211 Mapetla Extension 1, Soweto, Transvaal (the property).

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

3. *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 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, 131 Marshall Street, Johannesburg, during normal office hours.

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

Webber Wentzel, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636) (Ref. Mr J. A. Louw/pdj 55/E210/93.)

Saak 4762/93

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

In die saak tussen **NBS Bank Bpk.,** voorheen bekend as Natal Bouvereniging Bpk. (Reg. No. 87/01384/06), Eiser, en **William Z. Mabunda,** Eerste Verweerder, en **Motlatso E. Mabunda,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 19 April 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 5 Augustus 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerders in Erf 576, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 313 (driehonderd-en-dertien) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, teëldak, bestaande uit toilet, twee slaapkamers, badkamer, kombuis en eetkamer.

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 Mei 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M157/MIM868.)

Saak 5133/93

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

In die saak tussen **Frans Phasha,** en **B. L. Madiba,** Eisers, en **Kgadie Lipson Mabule,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros Kempton Park, en 'n lasbrief vir eksekusie gedateer 2 Junie 1993, word die eiendom hieronder uiteengesit en eksekusie verkoop op Donderdag, 5 Augustus 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die die Verweerder in : Erf 800, Tembisa-dorpsgebied-uitbreiding 1, Registrasieafdeling JR, Transvaal, in die distrik Kempton Park, groot 288 (tweehonderd agt-en-tagtig) vierkante meter.

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

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 29ste dag van Junie 1993.

Petro Herbst, vir Badenhorst-Schnetler Barnard Ing., Eerste Verdieping, Hees & Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. Petro Herbst/P65/H00102.)

Saak 12245/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Marshall Place Mortgages (Pty) Ltd,** (voorheen handeldrywende as Wilfri Investments), Eiser, en **Farrel, Richard Phillip,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 5 Augustus 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, voor die verkoping ter insae sal lê:

Sekere Erwe 639 en 640 Mondeor-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Boswell-laan 199, Mondeor, grootte 1 031 m^2 (een nul drie een) vierkante meter per erf.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

Hoofgebou: Ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, spens, opwasvertrek, drie slaapkamers, twee badkamers/ stort en drie toilette.

Buitegeboue: Dubbelmotorhuis, bediendekamer, waskamer, badkamer en toilet.

Konstruktueer: Baksteen met teël.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word. Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 24ste dag van Junie 1993.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/S512A.)

Saak 20446/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Sander, Helen Karen,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, 13de Verdieping, Metrosentrum, Hendrik Verwoerdrylaan 163, Randburg, op 4 Augustus 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 5067, Bryanston-dorpsgebied-uitbreiding 39, Registrasieafdeling IR, Transvaal, ook bekend as Bruce Close 38, Bryanston-uitbreiding 39, groot 1 504 m^2 (een vyf nul vier) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit: Kaal erf.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word. Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hede die 24ste dag van Junie 1993.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/06/N115E.)

Case 11970/93
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 **Pillay, Vythilinga Jagathesa,** First Execution Debtor, and **Pillay, Tirumoni,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 4 August 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 518, situated in the Township of Azaadville, Registration Division IQ, Transvaal, being 14 Mandir Avenue, Azaadville, Krugersdorp, measuring 694 (six hundred and ninety-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 iron roof, comprising kitchen, lounge/dining-room, family room, laundry, prayer room, play room, dressing room, three bedrooms, two and a half bathrooms with outbuildings with similar construction comprising of garage, two servants' rooms, toilet and shower and swimming-pool.

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

Dated at Johannesburg this 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.)

Case 12432/93
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 **Grant Colin Donaldson,** 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 5 August 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 76, situated in the Township of Rosettenville, Registration Division IR, Transvaal, being 155 Bouquet Street, Rosettenville, 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 double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, study, play room three bedrooms and two and a half bathrooms, with outbuildings with similar construction comprising of garage, servant's room 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, 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 24th day of June 1993.

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

Case 11248/93
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 **Richard Allingham,** 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 5 August 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 Section 4, as shown and more fully described on Sectional Plan SS189/1992, in the building or buildings known as Elmoa Garden Village, situated at Erf 1193, Ridgeway Extension 5, being 4 Elmoa Garden Village, corner of Letitia and Elmoa Streets, Ridgeway Extension 5, Johannesburg.

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section; measuring 171 (one hundred and seventy-one) square metres.

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

A duplex flat with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, pantry, store-room, three bedrooms and two and a half bathrooms, with outbuildings with similar construction comprising of garage. The common property comprising of four servants' rooms, two toilets and 15 garages.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 24th day of June 1993.

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

Case 12162/93
PH 388

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Simbeth Investments CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 6 August 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 of the Supreme Court, prior to the sale:

Certain Portion 11 of Erf 508, Bergbron Extension 8 Township, Registration Division IQ, Transvaal, area 468 (four hundred and sixty-eight) square metres, situation 1366 Edictum Turn, Bergbron Extension 8, Roodepoort.

Improvements (not guaranteed): A vandalised house under iron roof, consisting of three bedrooms, two bathrooms, kitchen, lounge and dining-room, double garage and with brick walls around property.

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

Dated at Johannesburg on this 29th day of June 1993.

F. R. J. Jansen, vir Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN141:NP61.)

Case 12614/93)PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Pieter Mathews le Roux,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort, on Friday, 6 August 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 of the Supreme Court, prior to the sale:

Certain Erf 329, Discovery Township, Registration Division IQ, Transvaal, area 1 183 (one thousand one hundred and eighty-three) square metres, situation 3 Lanyon Terrace, Discovery.

Improvements (not guaranteed): A house under iron roof, consisting of four bedrooms, two bathrooms, kitchen, lounge and dining-room, family room, two studies and servants' quarters with carport.

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

Dated at Johannesburg on this 29th day of June 1993.

F. R. J. Jansen, vir Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN141:NP63.)

Case 19465/92
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 **King, Gary Anthony,** 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 4 August 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 1407, situated in the Township of Mayberry Park, Registration Division IR, Transvaal, being 53 Besembos Street, Mayberry Park, Alberton, measuring 1 067 (one thousand and sixty-seven) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, study, three bedrooms and two bathrooms, with outbuildings with similar construction comprising of garage, servant's room, toilet and 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, 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 28th day of June 1993.

B. W. Webber, 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 32680/92
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 **Alberts, Johan,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston, on 5 August 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, Germiston, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale.

Certain Section 7, as shown and more fully described on Sectional Plan SS 82/90, in the building or buildings known as Casa Petite, situated in the Township of Elspark Extension 1, being 7 Casa Petite, 43 Finch Street, Elspark Extension 1, Germiston.

An undivided share in the common property in the land and building or buildings shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 78 (seventy-eight) square metres.

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

A simplex flat with tiled roof, comprising kitchen, lounge/dining-room, two bedrooms, two toilets and bathroom. The common property comprising of servant's bathroom, toilet and 14 carports.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 28th day of June 1993.

B. W. Webber, 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 11627/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Van Lelyveld, Michael O'Donovan,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 4 August 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, Krugersdorp, 22B Klagburg Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale.

Certain Portion 158 (a portion of Portion 72) of the farm Rietfontein 189, Registration Division IQ, Transvaal, being Portion 158 (a portion of Portion 72), of the farm Rietfontein 189, Krugersdorp, measuring 8,5653 (eight comma five six five three) hectares.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, entrance-hall, study, four bedrooms and one and a half bathrooms, with outbuildings with similar construction comprising of eight servants' rooms and store-room.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 24th day of June 1993.

B. W. Webber, 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 11803/91
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **John Geoffrey Hayward,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 5 August 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 99, situated in the Township of Graighall Park, Registration Division IQ, Transvaal, being 54 Rothesay Avenue, Craighall Park, Johannesburg, measuring 1 267 (one thousand two hundred and sixty-seven) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, family room, bar, four bedrooms and two bathrooms, with outbuildings with similar construction comprising of double garage, two servants' rooms, bathroom, store-room, gym 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, 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 24th day of June 1993.

B. W. Webber, 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 1349/93

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

In the matter between **ABSA Bank Ltd** (a Division of Allied Bank), Plaintiff, and **H. H. Volschenk,** Defendant

In terms of a judgment of the Magistrate's Court for the District of Rustenburg, and a writ of execution dated 15 April 1993, a sale by public auction without a reserve price will be held on 6 August 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:

Remaining portion of Portion 1 of Erf 1291, Rustenburg, Registration Division JQ, Transvaal, measuring 922 square metres, held under Deed of Transfer T63982/92, known as 209 Joubert Street, Rustenburg.

The following particulars are furnished but not guaranteed: Lounge, dining/family room, kitchen, four bedrooms, bathroom, seperate toilet and shower, study and laundry, floors covered with carpets and tiles, garage, servant's room and toilet with bath.

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 21st day of June 1993.

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

Case 11373/88

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

In the matter between **Nedperm Bank Ltd,** and **J. A. Britz**

In pursuance of a judgment in the Court of the Magistrate of Springs dated 12 April 1989, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 August 1993 at 09:00, at the premises of the Magistrate's Court, Church Street, Nigel to be the highest bidder:

Property (1): Erf 105, Nigel, Registration Division IR, Transvaal, measuring 991 square metres.

Postal address: 156 Hendrik Verwoerd Street, Nigel.

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

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

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

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

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 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 28th day of June 1993.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr van Heerden/kj/S88246.)

Saak 19649/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In the saak tussen **Saambou Bank Bpk.,** Eiser, en **Harry Letsoalo,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 3 November 1992, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof Pretoria-Noord, op 6 Augustus 1993 om 11:00, te kantoor van die Balju, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieër verkoop:

1. Erf 2569, in die dorp Soshanguve-GG (voorheen beskryf as Erf 2569, Blok GG, Soshanguve), Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T3622/1002 (voorheen gehou kragtens Sertifikaat van Reg van Huurpag 2582/90), groot 790 vierkante meter.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Huis met sitkamer, twee slaapkamers, kombuis en badkamer (sonder toilet).

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

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

Geteken te Pretoria op hierdie 28ste dag van Junie 1993.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. mnr. Hurter N.G. 43955.)

Case 18802/92
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 **Mahlophe, Make George,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Main Entrance-hall of the Magistrate's Court, Vanderbijlpark, on 30 July 1933 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 1752, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1752, Evaton North, Vanderbijlpark, measuring 457 (four hundred and fifty-seven) square metres.

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

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

Auctioneer's charges, payable on the day of 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.)

Case 4610/93
PH 388

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Radipabe, Tsitsiroane Sydwell,** 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, 5 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 unit comprising section 20 and its undivided share in the common property in the Brighton Court Sectional Title Scheme, area 73 (seventy-three) square metres, situation 111 Brighton Court, 31 Ockerse Street, Hillbrow, Johannesburg.

Improvements (not guaranteed): A flat consisting of bedroom, bathroom, kitchen with lounge.

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 eighter in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on the 28th 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. ForeclosuresN140:NC39.)

Case 11326/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Stand 3/71 Kelvin CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Unit 2, North View, 45 Richards Drive, Halfway House, on Wednesday, 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 Portion 3 of Erf 71, Kelvin Township, Registration Division IR, Transvaal, area 1 883 (one thousand eight hundred and eighty-three) square metres, situation 40 President Way, Kelvin, Johannesburg.

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

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

Dated at Johannesburg on the 28th 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. ForeclosuresN1:NS203.)

Case 23158/92
PH 388

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mulder Van Staden Properties CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Unit 2, North View, 45 Richards Drive, Halfway House, on Wednesday, 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 393, Commercia Extension 9 Township, Registration Division IR, Transvaal, area 977 (nine hundred and seventy-seven) square metres, situation 393 Rotweiler Street, Commercia Extension 9.

Improvements (not guaranteed): A vacant erf.

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

Dated at Johannesburg on the 28th 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. ForeclosuresN1:NS125.)

Case 782/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Nankan Properties CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 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 Portion 35 (a portion of Portion 30) of Erf 2, Inanda Township, Registration Division IR, Transvaal, area 1 500 (one thousand five hundred) square metres, situation 66 Sixth Avenue, Inanda, Sandton.

Improvements (not guaranteed): An incomplete dwelling.

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

Dated at Johannesburg on the 28th 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. ForeclosuresN1:NS11.)

Case 781/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Nankan Properties CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 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 Remaining Extent of Erf 11, Simba Township, Registration Division IR, Transvaal, area 1 982 (one thousand nine hundred and eighty-two) square metres, situation 150 Linden Street, Simba, Sandton.

Improvements (not guaranteed): A vacant erf.

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

Dated at Johannesburg on the 28th 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. ForeclosuresN1:NS10.)

Saak 19393/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Bpk.,** Eiser, en **G. D. van Wyk,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie, gedateer 7 Mei 1993 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid te Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieër op 10 Augustus 1993 om 10:00:

Deel 64, soos getoon en meer volledig beskryf op Deelplan SS223/82, in die gebou of geboue bekend as Petunia, geleë in die dorpsgebied Sunnyside, in die plaaslike gebied van die Stadsraad van Pretoria, groot 56 (ses-en-vyftig) vierkante meter (beter bekend as Petunia Flats 204C, 329 Jorissen Street, Sunnyside).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die 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 Woonstel met sitkamer, slaapruimte, badkamer en balkon.

3. *Terme:* 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria-Sentraal.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. E. du Plessis/RE/JG01253.)

Saak 1580/90

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Bethuel Daysen Shimane Legoete,** Eerste Verweerder, en **Annie Makeromang Legoete,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en lasbrief tot geregtelike verkoop met datum 23 Augustus 1990, sal die ondervermelde eiendom geregtelik verkoop word op 8 Augustus 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang Randfontein, aan die hoogste bieder, naamlik:

Erf 4045, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 416 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL49506/89.

Die volgende verbeterings is verskaf maar nie gewaarborg nie: Enkelverdiepingwoonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Voorwaardes: 10% (tien persent) van die koopsom, in kontant op die dag van verkoping en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastings, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

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

D. J. de Beer, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. de Beer DT N33/90.)

Saak 4422/92

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Mphikeleli Samson Madi,** Eerste Verweerder, en **Emily Matshidiso Madi,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Randfontein, en 'n lasbrief tot geregtelike verkoop met datum 20 Januarie 1993, sal die ondervermelde eiendom geregtelik verkoop word op 6 Augustus 1993 om 14:15, voor die Landdroshof, Pollockstraat-ingang Randfontein, aan die hoogste bieder, naamlik:

Erf 3699, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 276 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL13131/92.

Die volgende verbeterings is verskaf maar nie gewaarborg nie: Enkelverdiepingwoonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet, omhein.

Voorwaardes: 10% (tien persent) van die koopsom in kontant op die dag van verkoping, en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne 21 dae. Die koper moet transportkoste, belastings, ens. betaal. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

Die volledige voorwaardes van verkoop (wat na die verkoop onderteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Parkstraat 40, Randfontein, nagesien word.

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

D. J. de Beer, vir Truter Crous & Wiggill, Prokureurs vir Eiser, Iurisgebou, Posbus 116, Randfontein, 1760. (Verw. mnr. De Beer DT N63/92.)

Saak 2472/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Papie Titus Motshegare,** Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 29 Mei 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:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 1698, Jouberton-uitbreiding 2-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 260 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, 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, sitkamer en familiekamer.

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 22ste 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.

Saak 1390/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **ABSA Bank Bpk.** (United Bank Divisie), Eiser, en **Roelof Jacobus du Bruyn,** Eerste Verweerder, en **Hendrina Johanna du Bruyn,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Ermelo, gedateer 24 Mei 1993, en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 24 Mei 1993, sal die ondervermelde vaste eiendom op 6 Augustus 1993 om 10:00, voor die Landdroskantoor, Ermelo, deur die Balju van die Landdroshof, Ermelo, verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Gedeelte 3 (gedeelte van Gedeelte 1), van Erf 611, geleë in die dorp Ermelo, Registrasieafdeling IT, Transvaal, groot 1 428 vierkante meter, ook bekend as Jansenstraat 39A, Ermelo.

Die eiendom is verbeter.

Woonhuis bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers. Buitegeboue bestaan uit garage, motoronderdak en bediendekamer.

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

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprys aan die Balju betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Ermelo, lewer binne 14 (veertien) dae na datum van verkoping.

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

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

Geteken te Ermelo hierdie 1ste dag van Julie 1993.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350.

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,** 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 36 Ross Street, Potchindustria, Potchefstroom, on Friday, 6 August 1993 at 09:00, namely:

1. Erf 258, Potchindustria Township, Registration Division IQ, Transvaal, measuring 9 567 (nine five six seven) square metres.

2. Erf 168, Potchindustria Township, Registration Division IQ, Transvaal, measuring 4 415 (four four one five) square metres.

The main conditions of sale are:

1. The property will be sold by the Sheriff, Potchefstroom, 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 Potchefstroom.

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, Potchefstroom.

The further conditions of sale will lie for inspection at the offices of the Sheriff, 86 Wolmarans Street, Potchefstroom.

Thus done and signed at Potchefstroom on this 25th 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) 2-3841.]

Saak 3758/92

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **NBS Mortgage Nominees (Pty) Ltd,** No. 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 eiendomme, per geregtelike veiling, verkoop word te Rossstraat 36, Potchindustria, Potchefstroom, op Vrydag, 6 Augustus 1993 om 09:00, te wete:

1. Erf 258, Potchindustria Township, Registrasieafdeling IQ, Transvaal, groot 9 567 (negeduisend vyfhonderd sewe-en-sestig) vierkante meter.

2. Erf 168, Potchindustria Township, Registrasieafdeling IQ, Transvaal, groot 4 415 (vierduisend vierhonderd-en-vyftien) vierkante meter.

Die belangrikste voorwaardes vir verkoop is:

1. Die eiendom sal deur die Balju, Potchefstroom, aan die hoogste bieder verkoop word.

2. Die koper moet 10% (tien persent) van die koopprys, in kontant, betaal op die dag van die verkoping aan die Balju, Potchefstroom.

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, Potchefstroom.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju, Wolmaransstraat 86, Potchefstroom.

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.]

Case 87610/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Gert Johannes Jakobus van der Westhuizen,** Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142A Struben Street, Pretoria, on 11 August 1993 at 10:00, to the highest bidder:

Certain Portion 33 as shown on Sectional Plan SS197/85 in terms of the scheme known as Winterwood, situated on Erf 151, in the Township of Hennopspark Extension 2, Registration Division JR, Transvaal, measuring floor area of 88 square metres, situated at 33 Winterwood Flats, 268 Rhino Street, Hennopspark Extension 2.

Terms and conditions:

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

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

Description of property: Duplex. Lounge, kitchen, two bedrooms, bathroom and w.c.

Common property facilities: Tennis courts, swimming-pool, garden and parking.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Mescorhouse, 30 Margeretha Street, Riverdale.

Signed at Pretoria on this 5th day of July 1993.

Shapiro & Partners Inc., Second Floor, Tudor Chambers, Church Square, Pretoria. (Ref. Mrs Kartoudees/MB/N807.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Landdroshof, Vanderbijlpark, 1911, op Vrydag, 6 Augustus 1993 om 10:00.

Eksekusiekrediteur: **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 vanaf datum van verkoping tot datum van betaling.

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

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

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (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 bank gewaarborgde tjek, en die onbetaalde balans tesame met rent 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: 1937/93.

Vonnisskuldenaar: N. L. Nkonjwa.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 2459, Evaton-Noord, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: 280 vierkante meter.

Beskrywing van eiendom: Woonhuis sonder buitegeboue.

Straatadres van eiendom: Perseel 2459, Evaton-Noord, distrik Vanderbijlpark.

Rente op Vonnisskuld: 18.75%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays Sentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/490.)

Case 6758/93
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 **Seoli, Ephraim Mohau,** 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 5 August 1993 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: All right, title and interest in and to the leasehold in respect of Erf 2605, situated in the Township of Tembisa Extension 6, Registration Division JR, Transvaal, being 2605 Dove Street, Tembisa Extension 6, Kempton Park, measuring 300 (three hundred) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms 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 1st day of July 1993.

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

Case 12445/93
PH104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Randall, Maria Magdalena,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 30 July 1993 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 3, situated in the Township of Van Dykpark, Registration Division IR, Transvaal, being 77 Holly Street, Van Dykpark, Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, two 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 thosand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 1st day of July 1993.

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

Case 3286/92
PH 328

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

In the matter between **Board of Trustees Marina Court,** Judgment Creditor, and **1512 Berea CC,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, and writ of execution dated 27 February 1992, the following property will be sold in execution on Friday, 6 August 1993 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, to the highest bidder:

Unit 17 as shown and more fully described on Sectional Plan SS168/84 in the scheme known as Marina Court in respect of the land and building or buildings situated at Berea Township Local Authority, Johannesburg, of which section the floor area according to the said sectional plan is 138 (one hundred and thirty-eight) square metres in extent.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer, shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the date of the sale, to the Messenger of the Court.

Be pleased to take notice further that the conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Messenger of the Court, A4 Sanlam Industrial Park, Prop Street, off John Street, Selby, Johannesburg East.

Dated at Johannesburg on this the 30th day of June 1993.

Norman Miller, Attorney for the Plaintiff, Third Floor, York House, 46 Kerk Street, P.O. Box 8399, Johannesburg, 2000. (Tel. 834-7984/5/6.) (Ref. Mr Miller/G203/cam.)

Case 23837/91
PH 104

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

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **John Madiwana Chaya Mphuthi,** 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 4 August 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 all right, title and interest in the leasehold in respect of Site 20, situated in the Township of Monaheng, Registration Division JR, Transvaal, being 20 Seque Street, Manoheng Section, Katlehong, Alberton, measuring 730 (seven hundred and thirty) square metres.

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

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 1st day of July 1993.

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

Case 13121/93
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 **Moss, Caroline Wendy,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 30 July 1993 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Portion 36 of Erf 1357, situated in the Township of Atlasville Extension 1, Registration Division IR, Transvaal, being 6 Mockingbird Street, Atlasville Extension 1, Boksburg, measuring 1 115 (one thousand one hundred and fifteen) 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, laundry, four bedrooms, two bathrooms with outbuildings with similar construction comprising garage, two servants' rooms and toilet.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 5th day of July 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 31587/92
PH 168

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **First National Bank of Southern Africa Ltd,** Eiser, en **Ndlamini, Johannes,** Eerste Verweerder, en **Ndlamini, Maboisai Caroline,** Tweede Verweerder

Ter uitvoering van 'n Hofbevel van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in die bogenoemde Hofsaak sal 'n verkoping sonder voorbehoud by die kantoor van die Adjunkbalju, De Klerk, Vermaak & Vennote Ing., Overvaalgebou, Krugerlaan 28, Vereeniging, gehou word op 5 Augustus 1993 om 10:00, van die ondergenoemde eiendom van die Verweerder volgens voorwaardes wat deur die afslaer uitgelees sal word by die kantore van die Adjunkbalju, De Klerk, Vermaak & Vennote Ing., Overvaalgebou, Krugerlaan 28, Vereeniging, voor die verkoping:

Holding 22, Dreamland Agricultural Holdings, Registrasieafdeling IQ, Transvaal, 2,0215 hektaar, gehou onder Transportakte T71294/92 geleë te Barbaraweg 22, Dreamlands, De Deur.

Die volgende inligting is bekend met betrekking tot die verbeterings, alhoewel niks in hierdie verband gewaarborg word nie.

Hoofgebou: Apart enkele woning van 'n ingang, drie slaapkamers, kombuis, 1½ badkamers, eetkamer en sitkamer. Die hele buitekant is baksteenmuur. Geteëlde dak. Vloer is matte en pvc.

Buitegeboue: Die buitekant het 'n boorgat.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van verkoping, die balans betaalbaar teen registrasie van die oordrag, om gesekureer te word deur 'n bank- of bouvereniging- of ander aanvaarbare waarborg om verskaf te word binne 14 (veertien) dae vanaf die datum van verkoping. Afslaerskoste is betaalbaar op die dag van verkoping, en word bereken as volg:

5% (vyf persent) van die opbrengs van die verkoping tot en met 'n bedrag van R10 000 (tienduisend rand) en daarna 2½% (twee en 'n half persent) tot en met 'n maksimum bedrag van R5 000 (vyfduisend rand). Minimum koste R30 (dertig rand).

Datum: 15 Junie 1993.

Lazzara-Leicher, Prokureur vir die Eiser, Tweede Verdieping, Balloon House, Vorsterlaan 39, Glenanda, Johannesburg; Posbus 2165, Southdale, 2135. (Tel. 432-3834.) (Verw. mnr. Lazzara/gg/F65.); en N. C. H. Bouwman, Adjunkbalju van die Hooggeregshof, Overvaalgebou, Krugerlaan 28, Vereeniging. [Tel. (016) 21-3400.]

Saak 1045/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Bernina Saskor (Edms.) Bpk.,** Eksekusieskuldeiser, en **C. M. Lamb,** Eerste Eksekusieskuldenaar, en **M. W. Lamb,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Middelburg, en 'n lasbrief vir eksekusie gedateer 9 Junie 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 30 Julie 1993 om 11:00, voor die adres van die eiendom te Eeufeesstraat 44, Middelburg, Transvaal.

Erf 2455, geleë in die dorp Middelburg-uitbreiding 8, Registrasieafdeling JS, Transvaal, groot 2 085 (tweeduisend vyf-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T5252/1991.

Die eiendom synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastings en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju te Middelburg, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van die verkoping, en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op die 29ste dag van Junie 1993.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Saak 6150/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Ltd** (No. 51/00009/06), Eiser, en **Mthonsela Petrus Tshabalala,** Eerste Verweerder, en **Jabulile Gladys Tshabalala,** Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 14 Oktober 1992, die Verweerder se Reg op Huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 13 Augustus 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die Huurpag ten opsigte van Perseel 9181, in die dorpsgebied Sebokeng, Eenheid 7, Registrasieafdeling IQ, Transvaal, groot 258 (tweehonderd agt-en-vyftig) vierkante meter.

Verbeterings ten opsigte waarvan geen waarborg gegee word nie: Tweeslaapkamerhuis met sitkamer en kombuis.

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, Wet No. 32 van 1944, soos gewysig, en die regte van verbandhouers en ander preferente krediteure.

2. *Die koopprys sal betaalbaar wees soos volg:*

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne veertien (14) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne veertien (14) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die genoemde reg in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof te Vanderbijlpark, en by die Eiser se prokureurs en sal deur die Geregsbode voor die verkoping uitgelees word.

4. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Gedateer te Vanderbijlpark op hede die 30ste dag van Junie 1993.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou.

Saak 7631/92

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Jacobus Daniel Marais,** Eerste Verweerder, en **mev. Isabella Francina Marais,** Tweede Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof, Potchefstroom, en 'n lasbrief vir eksekusie gedateer 23 Februarie 1993, sal die ondergemelde eiendom, per geregtelike veiling, verkoop word te Gedeelte 556 ('n gedeelte van Gedeelte 14), van plaas Vyfhoek 428, Potchefstroom, op Vrydag, 30 Julie 1993 om 10:30, naamlik:

Gedeelte 556 ('n gedeelte van Gedeelte 14), van plaas Vyfhoek 428, Potchefstroom, Registrasieafdeling IQ, Transvaal, groot 1,9882 (een komma nege agt agt twee) hektaar, gehou kragtens Akte van Transport T23196/92.

Bestaande uit 'n baksteenhuis, gepleister en geverf en wat ten volle omhein is, sowel as vier slaapkamers, badkamer en stort, waskamer, koelkamer, kombuis, kroeg, twee motorhuise, gesinskamer, eetkamer, bediendekamer, sitkamer en 'n ingangsportaal.

Daar is ook 'n boorgat en 'n dam.

Die belangrikste voorwaarde vir verkoop is:

1. Die eiendom sal deur die Balju van die Landdroshof, Potchefstroom, aan die hoogste bieder verkoop word.

2. Die koper moet 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof, Potchefstroom. Die balans van die koopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in naam van die koper, welke gemelde waarborg gelewer word aan die Balju van die Landdroshof, Potchefstroom.

3. Die aanbod (kapitale bedrag) sal nie die bedrag belasting op toegevoegde waarde insluit nie, maar sal betaalbaar wees deur die koper op die bedrag aangebied, welke bedrae tesame met die koopprys daarstel, indien die koper 'n vendor is.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju, Potchefstroom, asook by die Landdroskantore te hoek van Greyling- en Wolmaransstraat, Potchefstroom.

Aldus gedoen en geteken te Potchefstroom op hierdie 25ste dag van Junie 1993.

J. B. Kok, vir Theron Jordaan & Smit, Octrongebou, Lombardstraat 62, Potchefstroom, 2520. (Verw. mnr. Kok/ZVB/15227-53129.)

Saak 14506/92

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

In die saak tussen **Stadsraad Kempton Park,** Eiser, en **F. Spires,** Eerste Verweerder, en **E. Spires,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, en 'n lasbrief vir eksekusie gedateer 5 Mei 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju, by die Baljukantoor, Parkstraat 10, Kempton Park, aan die hoogste bieër op 5 Augustus 1993 om 10:00:

Erf 1082, Birch Acres-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 097 (eenduisend sewe-en-negentig) vierkante meter, bekend as Krombekstraat 81, Birch Acres-uitbreiding 3.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër 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.

Woonhuis: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, motorhuis, kombuis en studeerkamer.

Buitegebou: Swembad.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% (agtien persent) per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

Mev. A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Negende Verdieping, Unitedgebou, Sentraallaan 16A, Privaatsak 53, Kempton Park.

Saak 16131/92

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

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.,** Eiser, en **Hugh Michael Keys,** Eerste Verweerder, en **Rose Keys,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 24 Februarie 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, 10 Parkstraat, Kempton Park, aan die hoogste bieër op 5 Augustus 1993 om 10:00:

Erf 2020, Norkem Park-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, bekend as Krokodilrivierstraat 27, Norkem Park.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër 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:

Woohuis: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers en kombuis.

Buitegeboue: Motorafdak.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans, tesame met rente op die Eiser se eis van R92 693,19 vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 17,25% (sewentien komma twee vyf persent) per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

Mev. A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Negende Verdieping, Unitedgebou, Sentraallaan 16A, Privaatsak 53, Kempton Park, 1620. (Verw. mev. Van der Merwe/MB/FN.)

Case 17187/92

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

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and **Dirk Jacobus Coetsee,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 18 January 1993, the following property will be sold in execution on Friday, 6 August 1993 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Portion 9 of Erf 1079, Florida Park Extension 5 Township, Registration Division IQ, Transvaal, in extent 987 (nine hundred and eighty-seven) square metres, held by Deed of Transfer T2773/92, known as 875 Adelaide Avenue, Florida Park Extension 5, District Roodepoort, upon which is erected a detached dwelling of plastered walls under an iron roof, said to contain a lounge, dining-room, study, three bedrooms, kitchen, two bathrooms, in regard to which, however, nothing is guaranteed.

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

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

Dated: 25 June 1993.

Louw & Heyl-Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk & Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/921395/11923.)

Case 5383/92

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

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and **Cornelia Kloppers,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 16 July 1992, the following property will be sold in execution on Friday, 6 August 1993 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 388, Florida Township, Registration Division IQ, Transvaal, in extent 2162 (two thousand one hundred and sixty-two) square metres, held by Deed of Transfer T17585/73, known as 48 Madeline Street, Florida, District Roodepoort, upon which is erected a detached dwelling of brick walls under an iron roof, said to contain a lounge, dining-room, study, four bedrooms, kitchen, three bathrooms, scullery/laundry, outside room, outside store-room, garage, in regard to which, however, nothing is guaranteed.

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

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

Dated: 28 June 1993.

Louw & Heyl-Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk & Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/911455/14593.)

Case 614/93

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

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and **Phillippus Cornelius van der Nest,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort and writ of execution dated 8 February 1993, the following property will be sold in execution on Friday, 6 August 1993 at 10:00, at the Sale Venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Erf 579, Lindhaven Township, Registration Division IQ, Transvaal, in extent 890 (eight hundred and ninety) square metres, held by Deed of Transfer T40597/88, known as 6 Poplar Street, Lindhaven, district Roodepoort, upon wich is erected a detached dwelling of plastered walls under a tiled roof, said to contain a lounge, dining-room, three bedrooms, kitchen, two bathrooms, scullery/laundry, outside room, garage, in regard to which, however, nothing is guaranteed.

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

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

Dated: 28 June 1993.

Louw & Heyl-Phillips & Osmond, Attorneys for Execution Creditor, Third Floor, Sanlam Building, corner of Van Wyk & Joubert Streets, Roodepoort. (Ref. Mr Vlok/CV/930069/12332.)

Saak 11469/92

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

In die saak tussen **Stadsraad van Kempton Park,** Eiser, en **C. J. L. Joubert,** Eerste Verweerder, en **S. J. Joubert,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 28 Mei 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Balju kantoor, Parkstraat 10, Kempton Park, aan die hoogste bieër op 5 Augustus 1993 om 10:00:

Erf 814, Kempton Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1183 (eenduisend eenhonderd drie-en-tagtig) vierkante meter, bekend as Du Plessislaan 24, Kempton Park-uitbreiding 2.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër 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.

Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie.

Woonhuis: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, motorhuis en kombuis. Buitegebou.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 18% (agtien persent) per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Negende Verdieping, Unitedgebou, Sentraallaan 16a, Privaatsak 53, Kempton Park.

Case 972/93

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 **Chiputura, Sonnyboy James,** First Defendant, and **Chiputura, Caroline Minnie,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 7 June 1993 and a writ of execution dated 7 June 1993, the following will be sold in execution without reserve to the highest bidder on 30 July 1993 at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoort Street, Boksburg at 11:15:

Certain Erf 376, Reigerpark Extension 1, Boksburg Township, Registration Division IR, Transvaal, measuring 520 (five hundred and twenty) square metres. Held by the Mortgagor under Deed of Transfer T17532/89, situated at 376 David Fransch Street, Reigerpark, Boksburg.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

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

2. *Conditions:* The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate of the Court, Boksburg.

A substantial building society loan may be given to an approved purchaser should he meet their criteria.

Dated at Boksburg this 29th day of June 1993.

Trollip, Tytherleigh, 2B Bloem Street, Boksburg. (Ref. Mrs A. Scott.)

Saak 296/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Eerste Nasionale Bank Bpk.,** Eiser, en **D. J. Kennedy,** en **W. H. Parsons,** Verweerders

Kragtens vonnis van die bogemelde Landdroshof gedateer 9 Desember 1992, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, om 10:00, op 30 Julie 1993, aan die hoogste bieder verkoop:

Hoewe 106, Homestead, Apple Orchards, Registrasieafdeling IQ, Transvaal, groot 4,0471 hektaar.

Die eiendom word verkoop onderhewig aan die bepalings van die Wet op Groepsgebiede en Landdroshowe. Tien persent van die koopprys is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, Vereeniging binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie:

Woonhuis met vier slaapkamers, sinkdak, TV-kamer, swembad met dubbel motorhuis, geleë te Plot 106, Homestead, Apple Orchards.

Die volledige verkoopvoorwaardes sal bindend wees op die koper en kan gedurende kantoorure te die Balju, Landdroshof, Vereeniging, Beaconsfieldlaan 41A, Vereeniging besigtig word.

Geteken te Meyerton op hierdie 7de dag van Julie 1993.

McLoughlin Porter & Venter, Lochstraat 15D, Meyerton. (Verw. Mnr. Porter/ed/e104.)

Saak 160/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06) (Natal Bouvereniging Bpk.), Eiser, en **J. Nxumalo,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 18 Februarie 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 30 Julie 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom Erf 1597, Evaton-Noord, Registrasieafdeling IQ, Transvaal, groot 308 vierkante meter.

Verbeterings: Sitkamer, kombuis, twee slaapkamers, badkamer, toilet, volvloer matte en omheining.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig en die regte van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping;

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Vanderbijlpark, en by die Eiser se prokureur en sal deur die Balju voor die verkoping uitgelees word.

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

Gedateer te Vanderbijlpark hierdie 28ste dag van Junie 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. I. 30003/ip.)

Saak 6232/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06) (Natal Bouvereniging Bpk.), Eiser, en **M. S. Jelele,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 23 Februarie 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 30 Julie 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom Erf 1467, Evaton-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 330 vierkante meter.

Verbeterings: Sitkamer, kombuis, twee slaapkamers, badkamer, toilet, volvloer matte en omheining.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig en die regte van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping;

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapswaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Vanderbijlpark en by die Eiser se prokureur en sal deur die Balju voor die verkoping uitgelees word.

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

Gedateer te Vanderbijlpark hierdie 28ste dag van Junie 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. N.448/ip.)

Saak 4710/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLAPARK

In die saak tussen **NBS Bank Bpk.,** Reg. No. 87/01384/06 (Natal Bouvereniging Bpk.), Eiser, en **M. A. Phetshwa,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 25 November 1992, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 30 Julie 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof Vanderbijlpark.

Eiendom: Erf 2492, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 vierkante meter.

Verbeterings: Sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n half badkamers, twee toilette, stort, matte en teëls en omheining.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark betaalbaar moet wees teen registrasie van Transport van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Vanderbijlpark, en by die Eiser se prokureur en sal deur die Balju voor die verkoping uitgelees word.

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

Gedateer te Vanderbijlpark hierdie 28ste dag van Junie 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031/6.) (Verw. N.401/ip.)

Saak 3740/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Mthimkulu Peter Ramofolo,** Eerste Verweerder, en **Kedibone Lena Ramofolo,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 16 Junie 1993, sal die ondervermelde eiendom op Vrydag, 6 Augustus 1993 om 09:00, te Balju van die Landdroshof, Championstraat 25, Orkney, 260, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 2555 Kanana-uitbreiding 1-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 300 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, 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 bestaande uit twee slaapkamers, badkamer, kombuis, eetkamer en sitkamer. *Buitegeboue:* Geen.

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

Gedateer te Klerksdorp op hierdie 30ste 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.

Saak 13306/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor /Bank,** Eiser, en **Motsamai Johanes Stemere,** Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 12 Augustus 1992, sal die ondervermelde eiendom op Vrydag, 6 Augustus 1993 om 09:00, te Balju van die Landdroshof, Championstraat 25, Orkney, 260, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die huurpag ten opsigte van Perseel 5235, Kanana-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 203 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, 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 bestaande uit twee slaapkamers, badkamer, kombuis, eetkamer en sitkamer. *Buitegeboue:* Geen.

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

Gedateer te Klerksdorp op hierdie 30ste 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 267/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Patrick Benitto Mkhonza,** First Defendant, and **Busisiwe Clarah Mkhonza,** Second Defendant

In terms of a judgment by the above-mentioned Honourable Court and a warrant of execution against property dated 5 May 1993, the undermentioned immovable property will be sold in execution to the highest bidder on Wednesday, 8 August 1993 at 08:30, at the Magistrate's Court, De Clerq Street, Lydenburg, namely:

Stand 1395, Masising, Registration Division JT, Transvaal, measuring 278 square metres.

Improvements (not guaranteed): Single-storey dwelling with two bedrooms, bathroom, lounge and kitchen.

Conditions of sale:

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

2. Further conditions of sale is contained in the deed of sale which lie open to inspection at the office of the Sheriff Magistrate's Court, Lydenburg, of P.O. Box 287, Lydenburg, 1120, telephone number (01323) 2636, and furthermore at the address of the attorneys hereinafter stated were the same can be viewed during office hours.

Dated at Nelspruit at this 14th day of June 1993.

Swanepoel & Partners, c/o Steenekamp Attorneys, Lexnumerie Building, Church Street, Lydenburg. (Mrs Abrahamse/IA1558.)

Saak 267/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LYDENBURG GEHOU TE LYDENBURG

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Patrick Benitto Mkhonza,** Eerste Verweerder, en **Busisiwe Clarah Mkhonza,** Tweede Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 5 Mei 1992, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieër op Woensdag, 11 Augustus 1993 om 08:30, te Landdroskantoor, De Clerqstraat, Lydenburg, naamlik:

Erf 1395, Masising, Registrasieafdeling JT, Transvaal, groot 278 vierkante meter.

Verbeterings (nie gewaarborg nie): Enkelverdiepingwoonhuis bestaande uit twee slaapkamers, badkamer, kombuis en sitkamer.

Verkoopvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieër verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshofwet, No. 32 van 1944, soos gewysig.

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Lydenburg, van Posbus 287, Lydenburg, 1120, met telefoonnommer (01323) 2636, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 14de dag van Junie 1993.

Swanepoel & Vennote, p.a. Steenekamp Prokureurs, Lexnumeriegebou, Kerkstraat 46, Lydenburg. (mev. Abrahamse/IA558.)

Case 31990/92
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Sipho Aurippa Vilane,** First Defendant, and **Thandiwe Roselina Vilane,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 10 Park Street, Kempton Park, on Thursday, 5 August 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain: All the right, title and interest in the 99-year leasehold in respect of Lot 501, Tsenolong Township, Registration Division IR, Transvaal.

Area: 263 (two hundred and sixty-three) square metres.

Situation: Lot 501, Tsenolong Section, Tembisa.

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

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 exceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent), with a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on 30 June 1993.

F. R. J. Jansen, for Jansen–Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresF32:CA59.)

Case 07659/92
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Sheik Osman Kader,** First Defendant, and **Debbie Yolande Lutchmee Kader,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Magistrate's Court, Westonaria, on Friday, 6 August 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain Erf 886, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, area 540 (five hundred and forty) square metres, situation 886 Harrow Crescent, Lenasia South Extension 1, Johannesburg.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge and dining-room with brick walls around property.

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

Dated at Johannesburg on 30 June 1993.

F. R. J. Jansen, for Jansen–Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5:NT97.)

Saak 24799/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Bpk *versus* **Hans Christoph Knop**

Kragtens 'n Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) op 27 Mei 1993, sal die volgende eiendom op 4 Augustus 1993 om 10:00, deur die Balju, Metro Centre, Hendrik Verwoerdrylaan, Randburg, per publieke veiling verkoop word:

Die Verweerder se eiendom genaamd Gedeelte 1 van Erf 306, Unit 35, Grace Lane, Sunninghill-uitbreiding 7-dorpsgebied Registrasieafdeling IR, Transvaal, geleë te Woonstel 35, Cracelane Sunninghill-uitbreiding 7, 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 die registrasie van transport, waarvoor bank- en/of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoping.

Datum: 1 Julie 1993.

Otto Hayes, St Albansstraat 38, Brixton.

Case 10797/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom Finance Co. (Pty) Ltd,** Plainiff, and **Mareletsi, Lefu Jan,** First Defendant, and **Mareletsi, Maletsatsi Elizabeth,** Second Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 30 July 1993 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale, of the undermentioned property situated at:

Erf 14375, Sebokeng, Unit 11 Township, Registration Division IQ, Transvaal, measuring 258 (two hundred and fifty-eight) square metres, held by Certificate of Registered Grant of Leasehold TL87634/1989, which is zoned as residential and consists of (not guaranteed): A dwelling, two bedrooms, bathroom, kitchen and lounge.

2. *Terms:*

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 6th day of July 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, 26th Floor, Sanlamsentrum, Jeppe Street, P.O. Box 9700, Johannesburg. (Tel. 332-0078.) (Ref. Mr Treisman/Mrs Stratis.)

Case 11216/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom,** Plaintiff, and **Tsheke, Sello Joseph,** First Defendant, and **Tsheke, Matente Sophie,** Second Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark on 30 July 1993 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Main Hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale, of the undermentioned property situated at:

504 Zone 10 Sebokeng 1982, being Erf 504, Sebokeng Unit 10 Township, Registration Division IQ, Transvaal, measuring 293 (two hundred and ninety-three) square metres, held by Certificate of Registered Grant of Leasehold TL23639/1990, which is zoned as residential and consists of (not guaranteed): A dwelling, lounge, dining-room, three bedrooms, bathroom, water-closet, kitchen and garage.

2. *Terms:*

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 2nd day of July 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, 26th Floor, Sanlamsentrum, Jeppe Street, P.O. Box 9700, Johannesburg. (Tel. 332-0078.) (Ref. Mr Treisman/Mrs Stratis.)

Case 12017/93
PH 135

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Eskom,** Plaintiff, and **Sisanga, Bamkayo John,** First Defendant, and **Sisanga, Thabile Patricia,** Second Defendant

1. In the execution of the judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price will be held at Main Hall entrance, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 30 July 1993 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, Main Hall entrance, Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale, of the undermentioned property situated at:

Being Erf 915, Sebokeng Unit 10 Township, Registration Division IQ, Transvaal, measuring 338 (three hundred and thirty-eight) square metres, held by Cetificate of Registered Grant of Leasehold TL62144/1988, which is zoned as residential and consists of (not guaranteed): A dwelling, three bedrooms, bathroom, lounge, dining-room and kitchen.

2. *Terms:*

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

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

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand);

2.2.2 minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 5th day of July 1993.

S. H. Treisman, for Hofmeyr Van der Merwe Inc., Attorneys for Plaintiff, 26th Floor, Sanlamsentrum, Jeppe Street, P.O. Box 9700, Johannesburg. (Tel. 332-0078.) (Ref. Mr Treisman/Mrs Stratis.)

Saak 7951/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk. (87/01384/06),** Eiser, en **Johannes Petrus van Deventer,** Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 12 November 1992, sal die volgende onroerende eiendom, van die Verweerder, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 13 Augustus 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Erf 152, geleë in die Vanderbijlpark Central West 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 650 (seshonderd en vyftig) vierkante meter, geleë te Huxleystraat 12, Vanderbijlaprk.

Verbeteringe (ten opsigte waarvan egter geen waarborg gegee word nie): Drie slaapkamerhuis, met sitkamer, eetkamer, kombuis, badkamer, toilet, volvloermatte, motorhuis, betonmure en bediendekamer met toilet.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die regte van verbandhouers en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank of bougenootskapswaarborg 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 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.

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 eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Gedateer te Vanderbijlpark op hede die 28ste dag van Junie 1993.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordgebou, Attie Fouriestraat, Vanderbijlpark.

Saak 1059/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **Nedcor Bank Bpk.,** voorheen Nedperm Bank Bpk., Eiser, en **G. C. Holtzhausen,** Eerste Verweerder, en **J. M. Holtzhausen,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros te Rustenburg, en lasbrief tot geregtelike verkoping met datum 12 Mei 1993, sal die ondervermelde eiendom op Woensdag, 4 Augustus 1993 om 10:00, voor die Landdroskantoor te Swartruggens, aan die hoogste bieder geregtelik verkoop word, naamlik:

1. Gedeelte 23 ('n gedeelte van Gedeelte 11) van die plaas Brakfontein 404, Registrasieafdeling JQ, Transvaal, groot 314 (driehonderd en veertien) vierkante meter;

2. Gedeelte 24 ('n gedeelte van Gedeelte 11) van die plaas Brakfontein 404, Registrasieafdeling JQ, Transvaal, groot 314 (driehonderd en veertien) vierkante meter;

3. Gedeelte 25 ('n gedeelte van Gedeelte 11) van die plaas Brakfontein 404, Registrasieafdeling JQ, Transvaal, groot 314 (driehonderd en veertien) vierkante meter, ook bekend as Combrinkstraat 20, Swartruggens, gehou kragtens Akte van Transport T93929/92.

Waaarop opgerig is een dubbelverdieping woonhuis van baksteenmure onder 'n sinkdak wat gesê word sewe kamers, buiten kombuis en badkamer en buitegeboue bestaande uit twee motorhuise, stoorkamer, bediendekwartiere en boorgat te bevat ten opsigte waarvan agter 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 bouvereniging se waarborg gelewer te word binne 21 (een-en-twintig) dae. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg. Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word) mag gedurende kantoorure by die kantoor van die Balju, Smitslaan 30, Rustenburg, nagesien word. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

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

KENNISGEWING VAN VERKOPINGS IN EKSEKUSIE

Ingevolge uitsprake van die Landdroshof, Vanderbijlpark, en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 13 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 verbandhouers en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper, vry van kommissie te Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne veertien (14) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne veertien (14) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof, 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, 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.

Saakno: 1706/91

Vonnisskuldenaars: **Mfanelo Andrew Radebe** en **Puseletso Cecilia Radebe**

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van perseel 98 in die dorpsgebied Sebokeng-eenheid 6, Uitbreiding 1, Registrasieafdeling IQ, Transvaal.

Groot: 643 (seshonderd drie-en-veertig) vierkante meter.

Verwysing: **P1/320.**

Beskrywing: Drieslaapkamerhuis met sitkamer, kombuis en badkamer.

Saakno: 7843/92

Vonnisskuldenaar: **Tselane Dimakatso Motsapi**

Eiendom: Gedeelte 6 van Erf 82, geleë in die dorpsgebied Evaton Small Farms, Registrasieafdeling IQ, Transvaal.

Groot: 336 (driehonderd ses-en-dertig) vierkante meter.

Verwysing: **P2/271.**

Beskrywing: Tweeslaapkamerhuis met sitkamer, kombuis, badkamer en bediendekamer.

Gedateer Vanderbijlpark op hede die 28ste dag van Junie 1993.

P. G. S. Uys, vir Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Saak 3334/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.,** Eiser, en **John Sello Mokgatle,** Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik:

Alle reg, titel en belang in huurpag ten aansien van Erf 12684, Kagiso-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, Transvaal, ligging: 12684 Kagiso-uitbreiding 8, in eksekusie verkoop op 11 Augustus 1993 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Verkoopvoorwaardes: Die verkoping is voetstoots aan die hoogste bieër onderhewig aan die Landdroshofwet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. Jan Nel.)

Saak 3333/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Maleke Phillip Ntela,** Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik:

Alle reg, titel en belang in die huurpag ten aansien van Erf 12730, Kagiso-uitbreiding-8-dorpsgebied, Registrasieafdeling IQ, Transvaal, ligging: Sebenzisarylaan 12730, Kagiso-uitbreiding 8, Krugersdorp, in eksekusie verkoop op 11 Augustus 1993 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Verkoopvoorwaardes: Die verkoping is voetstoots aan die hoogste bieër onderhewig aan die Landdroshofwet, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Swart, Redelinghuys, Nel & Vennote, Nedbankgebou 501, hoek van Human- en Krugerstraat, Krugersdorp. (Tel. 953-1112.) (Verw. Jan Nel.)

Saak 1263/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen **ABSA Bank Bpk.** (Reg. No. 86/04794/06), Eiser, en **T. H. D. Smith,** Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof soos toegestaan op 19 Januarie 1993, en daaropvolgende lasbrief vir eksekusie sal die ondervermelde vaste eiendom op Vrydag, 6 Augustus 1993 om 10:00, by die Landdroskantoor te Krugerstraat, Bronkhorstspruit, geregtelik deur die Bode van die Hof, aan die hoogste bieder verkoop word:

Erf 1010, Uitbreiding 1, Bronkhorstspruit, Registrasieafdeling JR, Transvaal, groot 1 000 (eenduisend) vierkante meter.

Voorwaardes: Die verkoping sal onderworpe wees aan die betaling van 10% (tien persent) van die verkoping en 'n bank- of bougenootskapwaarborg moet binne 14 (veertien) dae vanaf datum van verkoping aan die Eiser se prokureurs gelewer word. Die verkoopvoorwaardes wat onmiddellik voor die veiling voorgelees sal word sal lê ter insae by die kantoor van die Balju van die Landdroshof, Cornelisstraat 41, Bronkhorstspruit.

Geteken te Bronkhorstspruit hierdie 25ste dag van Junie 1993.

S. G. Serfontein, vir Faan Serfontein, Prokureur vir Eiser, Markstraat 30, Posbus 79, Bronkhorstspruit. [Tel. (01212) 2-3034/5/6.] (Verw. 1249/92/serf/ho.)

Saak 1454/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **O.T.K. (Koöperatief) Bpk.,** Eiser, en **Petrus Lodewikus Bodenstein,** Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie gedateer 18 Maart 1993, sal die hieronder vermelde eiendom geregtelik verkoop word op Vrydag, 30 Julie 1993, te die kantoor van Landdroskantoor, Emmenisstraat, Nylstroom, aan die persoon wat die hoogste aanbod maak:

Gedeelte 4 van die plaas Middeldoorn 691, Registrasieafdeling KR, Transvaal, groot 365,7407 (drie ses vyf komma sewe vier nul sewe) hektaar, gehou deur die Verweerder kragtens Akte van Transport T21371/1975.

Die volgende inligting word verstrek maar nie gewaarborg nie: Onverbeterd.

Voorwaardes: Die volledige voorwaardes van hierdie verkoping lê ter insae by die Balju vir die Hooggeregshof, Nylstroom, Rentmeestergebou, Potgieterstraat 88, Nylstroom.

Geteken te Pretoria hierdie 2de dag van Julie 1993.

E. J. V. Penzhorn, vir MacRobert De Villiers Lunnon & Tindall Ing., Unitedgebou 501, Andriesstraat 263, Pretoria. (Tel. 28-6770.) (Verw. H257995/LC.)

32764/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Bpk.,** Eiser, en **L. Roux,** Eerste Verweerder, **P. L. Roux,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 14 Junie 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), Bon Accord, aan die hoogste bieër op 13 Augustus 1993 om 11:00:

Gedeelte 34 ('n gedeelte van Gedeelte 9), van die plaas Haakdoornboom 267JR, Registrasieafdeling JR, Transvaal, groot 8,5653 (agt komma vyf ses vyf drie) hektaar, beter bekend as Gedeelte 34 (gedeelte van Gedeelte 9) van die plaas Haakdoornboom 267 JR.

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die 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 Plaas met enkelverdiepingwoonhuis met sitkamer, eetkamer, TV-kamer, opwaskamer, drie slaapkamers, twee badkamers, twee storte, kombuis, buitewoonstel met sitkamer, eetkamer, kombuis, twee slaapkamers, een en 'n half badkamers, twee storte met nog 'n buitewoonstel met sitkamer/eetkamer, kombuis, twee slaapkamers, twee badkamers, twee storte met swembad, plaveisel en buitegeboue.

3. *Terme:* 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank- of bougenootskap gewaarborg wees, welke waarborg binne 14 (veertien) dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria, Wonderboom.

Geteken te Pretoria.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (S. du Plessis/mev. Engels/JR38038.)

Saak 8830/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Ntsokolo Gert Naphakade,** Eerste Verweerder, en **Lilolobi Masekomatho Suzan Naphakade,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 21 Augustus 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 23 Jouberton-uitbreiding 4, Registrasieafdeling IP, Transvaal, groot 388 (driehonderd agt-en-tagtig) vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdoshowe 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 vyf-en-twintig persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: 'n Enkelverdiepingwoning bestaande uit drie slaapkamers, twee badkamers, kombuis, eetkamer en sitkamer. Buitegeboue: Twee motorafdakke.

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 hierdie 29ste dag van Junie 1993.

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

Saak 13458/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Sekgopo Ezekiel Matsheka,** Eerste Verweerder, en **Matorong Elizabeth Matsheka,** Tweede Verweerder

Ingevolge 'n 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 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 1485, Jouberton-uitbreiding 2-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 260 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, 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 bestaande uit: Drie slaapkamers, twee badkamers, 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 29ste 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.

Saak 14115/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Jacobus Petrus Dreyer,** Eerste Verweerder, en **Linda Dreyer,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum, 19 November 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:

Erf 299, La Hoff-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 319 vierkante meter, ook bekend as Jansenstraat 23, La Hoff, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, 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 bestaande uit: Vier slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer, familiekamer.

Buitegeboue: Swembad en vier motorhuise.

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 29ste 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.

Saak 15761/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Nedcor Bank,** Eiser, en **Isaac Mokhobi,** Eerste Verweerder, en **Modiegi Evelyn Mokhobi,** Tweede Verweerder

Ingevolge 'n uitspraak van die Landdros van Klerksdorp, en lasbrief vir eksekusie teen goed met datum, 2 Maart 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:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 426, Jouberton-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Transvaal, groot 260 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, 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 bestaande uit: Twee slaapkamers, badkamer, kombuis en eetkamer.

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 29ste 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.

Saak 202/93

IN DIE LANDDROSHOF VIR DIE DISTRIK THABAMOOPO GEHOU TE LEBOWAKGOMO

In die saak tussen **ABSA Bank Bpk.,** Eiser, en **Thabang Thomas Nkadimeng,** Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros van Lebowakgomo, toegestaan op 3 Junie 1993, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 30 Julie 1993 om 10:15, te die kantore van die Landdros, Lebowakgomo aan die hoogste bieër, naamlik:

Eienaarseenheid F1872, in die dorpsgebied, Lebowakgomo, distrik Thabamoopo, groot 700 (sewehonderd) vierkante meter, gehou kragtens Grondbrief 1332/88.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank of bouverenigingwaarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Pietersburg en kan te enige tyd gedurende kantoorure geïnspekteer word. Die eiendom is soos volg verbeter, maar word niks gewaarborg nie, naamlik - Woonhuis bestaande uit: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, studeerkamer en enkelmotorhuis.

'n Aansienlike bouvereniginglenging kan gereël word vir 'n goedgekeurde koper.

Geteken te Pietersburg op die 28ste dag van Junie 1993.

T. F. Pretorius, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.

Saak 1003/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.**, Reg. 87/01384/06. (Natal Bouvereniging Bpk., Eiser, **E. P. Legadima,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 26 Maart 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 30 Julie 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark.

Eiendom: Erf 2810, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 vierkante meter.

Verbeterings: Sitkamer, kombuis, drie slaapkamers, badkamer, toilet, volvloer matte en omheining.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet No. 32 van 1944, soos gewysig en die regte van die Verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Vanderbijlpark, en by die Eiser se prokureur en sal deur die Balju voor die verkoping uitgelees word.

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

Gedateer te Vanderbijlpark hierdie 29ste dag van Junie 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. I.30040/ip.)

Saak 1004/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.**, Reg. 87/01384/06 (Natal Bouvereniging Bpk.), Eiser, en **mej. M. M. Leemisa,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 26 Maart 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 30 Julie 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark.

Eiendom: Erf 2559, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 289 vierkante meter.

Verbeterings: Sitkamer, kombuis, drie slaapkamers, badkamer, toilet, matte/novilon, en omheining.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet No. 32 van 1944, soos gewysig en die regte van die Verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Vanderbijlpark, en by die Eiser se prokureur en sal deur die Balju voor die verkoping uitgelees word.

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

Gedateer te Vanderbijlpark hierdie 28ste dag van Junie 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. I.30042/ip.)

Saak 1005/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **NBS Bank Bpk.**, Reg. 87/01384/06 (Natal Bouvereniging Bpk.), Eiser, en **A. Makhoali,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 26 Maart 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 30 Julie 1993 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark.

Eiendom: Erf 1689, Evaton-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 352 vierkante meter.

Verbeterings: Sitkamer, kombuis, twee slaapkamers, badkamer, toilet, teëls en omheining.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet No. 32 van 1944, soos gewysig en die regte van die Verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Vanderbijlpark, en by die Eiser se prokureur en sal deur die Balju voor die verkoping uitgelees word.

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

Gedateer te Vanderbijlpark hierdie 29ste dag van Junie 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Attie Fouriestraat, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. I.30043/ip.)

Saak 2952/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.,** Reg. 86/04794/06 (Allied Bank) voorheen handeldrywende as Allied Bouvereniging Bpk., Eiser, en **L. M. Fischedick,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 18 Januarie 1993, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word deur die Balju, Landdroshof, Vanderbijlpark, aan die hoogste bieër op 13 Augustus 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Erf 226, geleë in Vanderbijlpark Central East 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 977 vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, kombuis, badkamer en toilet, badkamer en stort, swembad en patio.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet No. 32 van 1944, soos gewysig en die regte van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

2.1 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

2.2 Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dat van verkoping en welke waarborg, vry van kommissie aan die Balju, Landdroshof, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Vanderbijlpark, en die Eiser se prokureur, en sal deur die Balju, Landdroshof voor die verkoping uitgelees word.

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

Gedateer te Vanderbijlpark op hierdie 29ste dag van Junie 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. A109/R. Ellis.)

Saak 1877/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Natal Bouvereniging,** Eiser, en **Petrus Mcira,** 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 6 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Landdroshof, verkoop word:

Erf 61813, Sebokeng-uitbreiding 17, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Vanderbijlpark, gehou kragtens Verband Akte BL43871/91, grootte 330 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie):

Losstaande baksteen woonhuis onder teëldak bestaande uit sitkamer, badkamer, toilet, kombuis, drie slaapkamers en draamomheining. Geen buitegeboue.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbiljpark hierdie 23ste dag van Junie 1993.

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

Saak 3203/93

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

In die saak tussen **NBS Bank Bpk.**, voorheen bekend as Natal Bouvereniging Bpk. (Reg. 87/01384/06), Eiser, en **N. Coetzer,** Eerste Verweerder, en **G. S. Coetzer,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 15 Maart 1993, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 5 Augustus 1993 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder.

Sekere: Gedeelte 19 van Erf 2293, Dorpsgebied Glen Marais-uitbreiding 16, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 331 (driehonderd een-en-dertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie:

Woonhuis gebou van stene, sinkdak, bestaande uit: Sitkamer, drie toilette, kombuis, drie badkamers, drie slaapkamers, studeerkamer en eetkamer.

Buitegeboue bestaan uit twee motorhuise, oprit, 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 25ste 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/N789/CDN480.)

Saak 5709/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA Bank Bpk.,** Reg. 86/04794/06 (Allied Bank), Eiser, en **C. H. van Deventer,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 16 Oktober 1992, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word deur die Balju, Landdroshof, Vanderbijlpark, aan die hoogste bieër op 13 Augustus 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Erf 345, Vanderbijlpark Central West 6, Registrasieafdeling IQ, Transvaal, groot 650 vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, volledige badkamer, kombuis, motorhuis, volledige buitekamer en steenmure.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshowewet No. 32 van 1944, soos gewysig en die regte van die verbandhouer en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

2.1 10% (tien persent) van die koopprys in kontant op die dag van verkoping.

2.2 Die balans betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg, vry van kommissie aan die Balju, Landdroshof, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, Vanderbijlpark, en die Eiser se prokureur, en sal deur die Balju, Landdroshof voor die verkoping uitgelees word.

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

Gedateer te Vanderbijlpark op hierdie 29ste dag van Junie 1993.

Du Plessis Pienaar & Swart, Ekspasentrum, Tweede Verdieping, Vanderbijlpark. (Tel. 81-2031-6.) (Verw. E20147/R. Ellis.)

Case 1191/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Khuthala Rinah Ray Guqa,** Defendant

On 4 August 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 864, Moseleke East Township, Registrastion Division IR, Transvaal, measuring 294 (two hundred and ninety-four) square metres, also known as Erf 864, Moseleke East, Katlehong, Germiston, District of Alberton (hereinafter called the property):

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom 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 18,75% (eighteen comma seven five per cetum) 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 (R400) 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 5th day of July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MG0017/Miss Kent.)

Case 2305/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mabina Jacob Mabatla,** First Defendant, and **Keneilwe Violet Mofokeng,** Second Defendant

On 4 August 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 1947, Moleleki Extension 3 Township, Registration Division IR, Transvaal, measuring 315 (three hundred and fifteen) square metres, also known as Erf 1947, 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): Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 18% (eighteen per centum) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or four (R400) 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 5th day of July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0372/Miss Kent.)

Case 8805/91

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

In the matter between **Neperm Bank Ltd,** Plaintiff, and **Kwarman Michael Mazibuko,** First Defendant, and **Nomalizwe Julia Mazibuko,** Second Defendant

On 4 August 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 242, Skozana Township, Registrastion Division IR, Transvaal, measuring 346 (three hundred and forty-six) square metres, also known as Erf 242, Skozana, Katlehong, Germiston, District of Alberton (hereinafter called the property):

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom with outbuildings of a similar construction comprising two garages and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 19,85% (nineteen comma eight 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 (R400) 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 5th day of July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MM0068/Miss Kent.)

Case 8060/89

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

In the matter between **Nedperm Bank Ltd,** Plaintiff, and **Samson Sydney Rogers,** First Defendant, and **Mabel Ivriell Rogers,** Second Defendant

On 4 August 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 1574, Eden Park Extension 1 Township, Registration Division IR, Transvaal, measuring 510 (five hundred and ten) square metres, also known as 37 Valiant Street, Eden Park Extension 1, Alberton (hereinafter called the property):

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising four rooms other than kitchen and bathroom with outbuildings of a similar construction comprising garage and carport.

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 (R400) 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 5th day of July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MR0003/Miss Kent.)

Case 5156/91

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

In the matter between **Nedperm Bank Ltd,** Plaintiff, and **Tsekigo Petrus Ngozo,** First Defendant, and **Fikile Jessie Ngozo,** Second Defendant

On 4 August 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 600, Moseleke East Township, Registration Division IR, Transvaal, measuring 435 (four hundred and thirty-five) square metres, also known as Erf 600, Moseleke East, Katlehong, Germiston, District of Alberton (hereinafter called the property):

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and 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 19,85% (nineteen comma eight 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 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 5th day of July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MN0128/Miss Kent.)

Saak 1066/92

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **Ferreira Broers (Edms.) Bpk.,** Eiser, en **J. H. Reyneke,** Verweerder

Ingevolge 'n beslaglegging in eksekusie gedateer 19 Maart 1993, sal die volgende eiendom by die Landdroskantore, Scholtzstraat 111, Lichtenburg, per publieke veiling verkoop word op 6 Augustus 1993 om 10:00:

Gedeelte 2, Erf 1760, geleë in die dorp Lichtenburg, Registrasieafdeling IP, Transvaal, groot 1 071 (eenduisend een-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T85108/1992.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantoor van die Balju vir Lichtenburg, Scholtzstraat 111, Lichtenburg, asook die kantore van Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

Geteken te Lichtenburg op hierdie 15de dag van Junie 1993.

J. J. Sauer, vir Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Sauer/FE70/LL.)

Case 27118/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Phidias Christodoulou,** First Defendant, and **Platon Christodoulou,** Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, N.G. Sinodale Centre, 234 Visagie Street, Pretoria, on 10 August 1993 at 10:00, to the highest bidder:

Certain Erf 972, in the Township of Waverley, Registration Division JR, Transvaal, measuring 2 552 square metres, situated at 1437 Starkey Avenue, Waverley.

Terms and conditions:

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

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

Description of property: Dwelling: Lounge, dining-room, three bedrooms, two w.c.'s, entrance-hall, scullery, kitchen, studyroom, two bathrooms, shower, family room.

Outbuildings: Double garage, three carports, servants, laundry and w.c.

Other improvements: Bore-hole, swimming-pool, paving, metal fence, gates.

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

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

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

Shapiro & Partners Inc., Second Floor, Tudor Chambers, Church Square, Pretoria. (Ref. Mrs Kartoudees/MB/N930.)

Case 14220/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Necor Bank Ltd,** Plantiff, and **Leibbrandt Property Holdings CC,** First Defendant, and **Leibbrandt Bernard Ulrich,** Second Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Midrand Sheriff's Office, at 45 Richards Drive, Unit 2, Northview, Halfway House, on 4 August 1993 at 14:30, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

Holding 135, Erand Agricultural Holdings Extension 1, Registration Division JR, Transvaal, measuring 2,5697 hectares and held by virtue of Deed of Transfer T72654/89, also known as 135, Ninth Road, Erand Agricultural Holdings Extension 1.

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

Terms: Deposit of 10% (ten per centum) of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within fourteen (14) days from date of the sale.

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

Dated at Johannesburg on this the 1st day of July 1993.

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

Case 2673/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Randburg Sheriff's Office, at Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on 3 August 1993 at 10:00, of the undermentioned property on the conditions which will lie for inspection at the offices of the said Sheriff, prior to the sale:

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

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

Terms: Deposit of 10% (ten per centum) of the purchase price and the auctioneer's charges in cash on the day of the sale and the balance plus interest against registration of transfer, to be secured by an acceptable guarantee to be furnished within fourteen (14) days from date of the sale.

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

Dated at Johannesburg on this the 1st day of July 1993.

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

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 29 July 1993 at 10:00:

Nedcor Bank Ltd, Execution Creditor

The hereinafter-mentioned properties/rights of leasehold will be put of for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

Case 5969/93

Judgment Debtor: **Elsabe Ferns.**

Property: Erf 1257, Birchleigh North Extension 1 Township, Registration Division IR, Transvaal, situated at 13 Hennie Street, Birchleigh North.

Improvements: Dwelling-house consisting of lounge, two toilets, family room, two bathrooms, three bedrooms, kitchen and dining-room. Outbuildings consisting of single garage and carport.

File ref.: LN3396.

Case 9949/92

Judgment Debtor: **Nkomane James Dhlamini.**

Property: Right of leasehold i.r.o. Erf 324, Emangweni Township, Registration Division IR, Transvaal, situated at 324 Emangweni Section, Temibsa.

Improvements: Dwelling-house consisting of lounge, kitchen, toilet and two bedrooms.

File ref.: L364/92.

Case 629/93

Judgment Debtors: **Mzwandile Walton Nqebe** and **Vuyokazi Gertrude Nqebe.**

Property: Right of leasehold i.r.o. Erf 779, Emangweni Township, Registration Division IR, Transvaal, situated at 779 Emangweni Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, kitchen and dining-room. Outbuildings consisting of two outside rooms.

File ref.: LN3224.

Case 5590/93

Judgment Debtors: **Masana Samsom Nkabana** and **Paulina Nkabana.**

Property: Right of leasehold i.r.o. Erf 346, Emfihlweni Township, Registration Division IR, Transvaal, situated at 346 Emfihlweni Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, two bedrooms and dining-room. Outbuildings consisting of three outside rooms.

File ref.: LN3388.

Case 9947/92

Judgment Debtors: **Roderick Anthony Macleod** and **Phoebe Ane Macleod.**

Property: Section 27 as shown and more fully described on Sectional Plan SS22/85 in the scheme known as Emmarina in respect of the land and building or buildings situated at Erf 2738, Kempton Park Township, situated at Unit 27, Emmarina Court, Kempton Park.

Improvements: Flat consisting of lounge, toilet, bathroom, bedroom, kitchen, bar, study and dining-room. Outbuildings consisting of carport and single garage.

File ref.: L368/92.

Case 975/93

Judgment Debtors: **Jennifer Mary de Wet.**

Property: Erf 1305, Birch Acres Extension 3 Township, Registration Division IR, Transvaal, situated at 9 Klipmossie Street, Birch Acres.

Improvements: Dwelling-house consisting of lounge, two toilets, kitchen, bathroom, three bedrooms, study and dining-room. Outbuildings consisting of single garage and driveway.

File ref.: LN3245.

Case 6398/93

Judgment Debtor: **Brian Sheppard.**

Property: Erf 193, Birchleigh Township, Registration Division IR, Transvaal, situated at 151 Silverleaf Avenue, Birchleigh.

Improvements: Dwelling-house consisting of lounge, two toilets, family room, bar, two bathrooms, four bedrooms, kitchen, dining-room and study. Outbuildings consisting of double garage, driveway and pool.

File ref.: LN3408.

L. J. v.d. Heever, vir Schumann, Van den Heever & Slabbert, Permanent Plaza, Voortrekker Street, P.O. Box 67, Kempton Park.

Case 16187/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Weldtech Holding (Pty) Ltd,** Plaintiff, and **Michael Farquhar Dewar,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve will be held by the Sheriff of Midrand at the office of the Sheriff, 2 Northview, 45 Richards Drive, Halfway House, Midrand, on 4 August 1993 at 14:30, of one half share of the undermentioned property registered in the name of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff prior to the sale:

Certain: Portion 27 (a portion of Portion 2) of Erf 319, Woodmead Extension 4, Registration Division IR, Transvaal, measuring 543 (five four three) square metres, held by Deed of Transfer T59814/1990.

The following improvements are reported to be on the property, but nothing is guaranteed: None/Vacant land.

The conditions of sale may be inspect at the office of the Sheriff, Midrand.

Dated at Pretoria this 16th day of June 1993.

Rooth & Wessels, Attorney for Plaintiff, Fifth Floor, MBA Building, 527 Church Street, Arcadia, Pretoria. (Ref. Mr Bredell/ Mr McCreath.)

Saak 3225/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Hartbeespoort Stadsraad,** Eksekusieskuldeiser, en **Vasco Vinhas Dos Santos Rocha,** Eksekusieskuldenaar

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie gedateer 27 April 1993, sal die ondergenoemde eiendom geregtelik verkoop word op 30 Julie 1993 om 11:00, voor die kantore van Jules F. Krige, Cassienstraat 89, Schoemansville, Hartbeespoort, aan die hoogste bieër naamlik:

Sekere: Erf 335, in die dorpsgebied Ifafi, Hartbeespoort, Registrasieafdeling JQ, Transvaal, groot 1 627 (eenduisend seshonderd sewe-en-twintig) vierkante meter, gehou deur die eksekusieskuldenaar(s) kragtens Akte van Transport T6703/1982, ook bekend as Buskruitlaan 16, Ifafi, Hartbeespoort.

Verbeterings (wat nie as korrek gewaarborg word nie): Onverbeterde eiendom, goedgeleë.

Materiële voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

2. Die koper is aanspreeklik vir betaling van rente op die koopprys teen die rentekoerse wat betaalbaar is aan preferente skuldeisers, insluitende die Eksekusieskuldeiser, teen die rentekoerse wat van toepassing is vanaf die datum van die verkoping tot datum van registrasie van transport van die eiendom in die naam van die koper.

3. 10% (tien persent) van die koopprys en afslaersgelde, welke betaalbaar is deur die koper, is betaalbaar onmiddellik na die verkoping in kontant of per bankgewaarborgde tjek en die balans van die koopsom is betaalbaar teen registrasie van oordrag, vir welke bedrag die koper aanvaarbare bank- of bouverenigingwaarborge moet lewer aan die Balju van die Landdroshof, Brits, binne 14 (veertien) dae na die verkoping of alternatiewelik die gemelde bedrag binne gemelde tydperk in kontant of per bankgewaarborgde tjek moet inbetaal by die Balju van die Landdroshof, Brits.

4. Oordrag van die eiendom sal geskied deur die Eksekusieskuldeiser se prokureurs. Die koper is aanspreeklik vir betaling van die koste van hierdie aksie asook alle koste verbonde aan die oordrag, insluitende hereregte, seëlregte en alle gelde wat betaal moet word ten einde 'n belastinguitklaringsertifikaat ingevolge artikel 50 van die Ordonnansie op Plaaslike Besture (Transvaal), 1939, of enige wysiging daarvan te verkry.

5. Die volledige voorwaardes van die verkoping sal deur die Balju van die Landdroshof, Brits/afslaer gelees word ten tyde van die verkoping en sal ter insae lê by die kantore van die Balju van die Landdroshof, Brits, Murraylaan 43E, Brits.

Gedateer te Hartbeespoort op hierdie 18de dag van Junie 1993.

J. F. Krige, vir Jules F. Krige, Cassienstraat 89, Schoemansville, Hartbeespoort; P.a. Van Veldenstraat 37, Brits; Posbus 570, Hartbeespoort, 0216. [Tel. (01211) 3-0116/7.] (Verw. Prokureurs vir Eksekusieskuldeiser.)

Case 29731/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Van Niekerk Hermina Jacoba N.O.,** executrix in the estate late Mhlongo Salome Velephi, 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 5 August 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, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 578, Moroka Township, Registration Division IQ, Transvaal, measuring 490 (four hundred and ninety) square metres, situated at Erf 578, Moroka 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, two bathrooms, lounge, dining-room and kitchen. *Outbuildings:* Three garages and three servants' quarters.

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 the 1st day of July 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. M18129/PC.)

Case 12705/93
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 **Moleleki, Gertrude** 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 5 August 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 277, situated in the Township of Protea Glen, Registration Division IQ, Transvaal, being 277 Protea Glen, Soweto, Johannesburg, measuring 336 (three hundred and thirty-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms 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 5th day of July 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 10622/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Leolo, Tladi Moses,** First Defendant, and **Leolo, Masethipile Shiela,** 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 5 August 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 3592, Naledi Township, Registration Division IQ, Transvaal, measuring 224 (two hundred and twenty-four) square metres, situated at Erf 586A, Naledi 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 the 1st day of July 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. L23287/PC.)

Case 14638/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Burukwe Nomfanelo Bestina,** 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 5 August 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 1399, Mofolo North Township, Registration Division IQ, Transvaal, measuring 286 (two hundred and eighty-six) square metres, situated at Erf 1399, Mofolo North Township.

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

Well kept detached single-storey dwelling under asbestos roof, two bedrooms, 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 2nd day of July 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. B21259/PC.)

Case 21261/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Ntuli, Simeleni Gloria,** First Defefendant, **Ntuli, Vusi Sydney,** Second Defendant, and **Ntuli, Maud,** 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 5 August 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 618, Chiawelo Township, Registration Division IQ, Transvaal, measuring 271 (two hundred and seventy-one) square metres, situated at Erf 618, Chiawelo Township.

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

Well kept single-storey dwelling, bedroom, kitchen and lounge. *Outbuilding:* Three servants' quarters and driveway.

The property is zoned residential.

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

Auctioneers charges, payable on the day of the sale, to be calculated as follows:

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 5th day of July 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. N16213/PC.)

Case 13453/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mkwayi, David Nqaba,** First Defendant, and **Mkwayi, Magdeline,** 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 5 August 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 294, Riverlea Township, Registration Division IQ, Transvaal, measuring 275 (two hundred and seventy-five) square metres, situated at 127 Colorado Drive, Riverlea Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Detached single-storey dwelling under asbestos roof, two bedrooms, bathroom, kitchen and lounge. Outbuilding: Carport.

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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on this the 5th day of July 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. M23439/PC.)

Case 14902/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mvabaza, Sigcawo Francis,** First Defendant, and **Mvabaza, Mpho Martha,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 5 August 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the officeof the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 3193, Moroka Township, Registration Division IQ, Transvaal, measuring 290 (two hundred and ninety) square metres, situated at Erf 3139, Moroka Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept single-storey dwelling under iron roof, three bedrooms, two bathrooms, kitchen, lounge 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.

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 this the 6th day of July 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. M23474/PC.)

Case 14857/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Ndlovu Nikiwe Iris,** 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 5 August 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 13687, Diepkloof Township, Registration Division IQ, Transvaal, measuring 166 (one hundred and sixty-six) square metres, situated at 986 Zone 1 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 under iron roof, two bedrooms, kitchen and dining-room. Outbuilding: Three 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.

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 this the 6th day of July 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. N23478/PC.)

Case 26940/91
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 **Mbatha Joseph Richard Vusumuzi,** First Defendant, and **Mbatha Thakane Juliet,** 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, at 131 Marshall Street, Johannesburg, on 5 August 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1883, Moroka Township, Registration Division IQ, Transvaal, measuring 489 (four hundred and eighty-nine) square metres, situated at Erf 1883, Moroka Township.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Well kept detached single-storey dwelling under iron roof, three 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 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 5th day of July 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/M17823/SC.)

Case 25864/90
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 **Mafokoane Masoga Ben,** First Defendant, and **Mafokoane Nomva Virginia,** 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, at 131 Marshall Street, Johannesburg, on 5 August 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the offices of the Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 9408, Pimville Zone 6 Township, Registration Division IQ, Transvaal, measuring 300 (three hundred) square metres, situated at Erf 9408, Pimville Zone 6 Township.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Well kept single-storey dwelling under tiled roof, entrance-hall, lounge, kitchen, three bedrooms, bathroom, bathroom/toilet 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 proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 6th day of July 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/M13119/SC.)

Case 21240/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Ngobeni Samuel Khazamula,** First Defendant, and **Ngobeni Esther,** 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, Midrand, Alexandra, Unit 2 Northview, 45 Richards Drive, Halfway House, on 4 August 1993 at 14:30, 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 may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 22, Block 116, Alexandra Extension 1 Township, now renumbered Erf 1152, Extension 4 Township, in a Development Area situated on Portion 387, of the farm Syferfontein 51, Registration Division IR, Transvaal, measuring 149 (one hundred and forty-nine) square metres, situated at Erf 22, Block 116, Alexandra Extension 1 Township, now renumbered Erf 1152, Alexandra Extension 4 Township, in a Development Area, situated on Portion 387, of the farm Syferfontein 51.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, three bedrooms, bathroom, 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 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. N22054/PC.)

Case 7466/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Gobinca Pinkey Theresa,** 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, Midrand, Alexandra, Unit 2 Northview, 45 Richards Drive, Halfway House, on 4 August 1993 at 14:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, Unit 2, North View, 45 Richards Drive, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 443, Alexandra Extension 1 Township, Registration Division IR, Transvaal, measuring 205 (two hundred and five) square metres, situated at Erf 443, Alexandra Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned residential.

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

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

Signed at Johannesburg on the 30th 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. G20454/PC.)

Case 10633/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Keseng Elizabeth Legae,** 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 4 August 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, Klaburn Court, 22B 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 14003, Kagiso Extension 10 Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 140 (one hundred and forty) square metres, situated at Erf 14003, Kagiso Extension 10 Township, Krugersdorp.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tile roof, two bedrooms, bathroom, kitchen and lounge.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 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) 832-3252.] (Ref. L23300/PC.)

Case 10641/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Pakiso Joseph Mereyotlhe,** First Defendant, and **Segadima Annie Mereyotlhe,** 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 4 August 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, Klaburn Court, 22B 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 9781, Kagiso Township, Krugersdorp, Registration Division IQ, Transvaal, measuring 265 (two hundred and sixty-five) square metres, situated at Erf 9781, Kagiso Township, Krugersdorp.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tile roof, two bedrooms, bathroom, kitchen, lounge 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 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) 832-3252.] (Ref. M23297/PC.)

Case 11233/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Ntoko Elby Mereotlhe,** First Defendant, and **Mmaneli Johanna Mereotlhe,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale witout reserve will be held by the Sheriff, at the Sales Room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 6 August 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sales Room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 3457, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 275 (two hundred and seventy-five) square metres, situated at Erf 3457, Dobsonville Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, dining-room and kitchen. *Outbuilding:* Three garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 24th day of June 1993.

Ismail Ayob & Partners, Plaintiff's Attorneys, 27th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3252.] (Ref. M23336/PC.)

Case 11681/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **James Mlotshwa Seffore,** First Defendant, and **Pauline Sewela Seffore,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale witout reserve will be held by the Sheriff, at the Sales Room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 6 August 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the Sales Room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 7805, Dobsonville Extension 2 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 336 (three hundred and thirty-six) square metres, situated at Erf 7805, Dobsonville Extension 2 Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms, dining-room, kitchen and bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 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) 832-3252.] (Ref. S23366/PC.)

Case 21100/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mthembu, Sophie Lillu NO,** executrix in the estate late **Mthembu, Samuel Sipho,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the Sales Room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 6 August 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sales Room of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9714, Dobsonville Extension 3 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 376 (three hundred and seventy-six) square metres, situated at Erf 9714, Dobsonville Extension 3 Township.

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

Dwelling under tiled roof, three bedrooms, bathroom, kitchen, lounge 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 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. M21146/PC.)

Case 11689/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Silekwa, Nceba,** First Defendant, and **Silekwa, Regina Nomzi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the salesroom of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 6 August 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the salesroom of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 11564, Dobsonville Extension 4 Township, Roodepoort, Registration Division IQ, Transvaal, measuring 150 (one hundred and fifty) square metres, situated at Erf 11564, Dobsonville Extension 4 Township, Roodepoort.

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

Dwelling under tiled roof, two bedrooms, dining-room, kitchen and bathroom.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 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. S23365/PC.)

Case 12459/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Baloi, Johannes Seqaka,** First Defendant, and **Baloi, Nana Mary,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the salesroom of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 6 August 1993 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the salesroom of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 309, Dobsonville Township, Roodepoort, Registration Division IQ, Transvaal, measuring 292 (two hundred and ninety-two) square metres, situated at 309 Ndungayela Street, Dobsonville Township, Roodepoort.

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

Dwelling under iron roof, two bedrooms, kitchen and dining-room.

Outbuildings: Two garages.

The property is zoned Residential.

Terms: 10% (ten per cent) or 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 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. B23397/PC.)

Case 13422/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Parbhoo, Sumati,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the Magistrate's Court, President Steyn Street, Westonaria, on 6 August 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer in front of the Magisterate's Court, President Steyn Street, Westonaria, prior to the sale:

Erf 3453, Lenasia South Township, Registration Division IQ, Transvaal, measuring 876 (eight hundred and seventy-six) square metres, situated at Erf 3453, Impala Street, Lenasia South Township.

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

Dwelling under tiled roof, five bedrooms, three bathrooms, lounge, dining-room, family room and kitchen.

Outbuildings: Three carports.

The property is zoned Residential.

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

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

5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 24th day of 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. P14749/PC.)

Case 12788/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Teale: Robert Clyde,** 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 5 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, prior to the sale:

Certain: A unit consisting of:

(a) Section 13, as shown and more fully described on Sectional Plan 30/78, in the building or buildings known as Reading Court, of which the floor area, according to the sectional plan is 93 (ninety-three) square metres in extent; and

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

Situation: Flat 401, Reading Court, Willie Street, Berea, Johannesburg, area 93 (ninety-three) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen and lounge under slate roof.

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

Dated at Johannesburg on 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. OZ12E/mh/tf.)

Case 13394/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Soldenhoff: Alexander,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 5 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, prior to the sale:

Certain: Erf 1071, Yeoville Township, Registration Division IQ, Transvaal, situation 47 Regent Street, Yeoville, Johannesburg, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under iron roof, partly paved driveway, enclosed with brick walls, flatlet including workshop.

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 23rd day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR285E/mh/tf.)

Case 13111/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Green: George,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 5 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, prior to the sale:

Certain: Portion 1 of Erf 515 Riverlea Township, Registration Division IQ, Transvaal, situation 41 Keiskama Street, Riverlea, area 238 (two hundred and thirty-eight) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under asbestos roof, concrete driveway, 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 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 24th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NV81E/mh/tf.)

Case 8234/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Millar: Trevor Charles,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Germiston, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 5 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, prior to the sale:

Certain:

1. A unit consisting of:

(a) Section 65, as shown and more fully described on Sectional Plan SS189/91, in the scheme known as Southport in respect of the land and building or buildings situated at Bedford Gardens Township, in the area of the Bedfordview Local Authority, of which the floor area, according to the said sectional plan, is 77 (seventy-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.

2. An exclusive use area described as Parking Bay P16, measuring 21 (twenty-one) square metres, being as such part of the common property, comprising the land and the scheme known as Southport in respect of the land and building or buildings situated at Bedford Gardens Township, in the area of the Bedfordview Local Authority, as shown and more fully described on Sectional Plan SS189/91.

Situation: Flat 802, Southport, Kirby Road, Bedford Gardens, area 77 (seventy-seven) square metres.

Improvements (not guaranteed): Bedroom, bathroom, kitchen, lounge, dining-room, enclosed balcony, under slab roof.

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

Dated at Johannesburg on this the 28th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR238/mgh/tf.)

Case 13118/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Tumelo Samuel Valashiya,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 5 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, prior to the sale:

Certain: All right title and interest in the leasehold in respect of Lot 2216, Pimville Zone 2 Township, situation Lot 2216, Pimville Zone 2, area 261 (two hundred and sixty-one) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, two garages/storerooms, under iron and asbestos roof.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 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. OZ1E/mh/tf.)

Case 13119/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mandla Edward Zwane,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 5 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, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 1173, Zola Township, Registration Division IQ, Transvaal, situation Erf 1173, Zola, Soweto, area 229 (two hundred and twenty-nine) square metres.

Improvements (not guaranteed): Two bedrooms, kitchen, dining-room, under asbestos roof, concrete driveway, 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 23rd day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ25E/mgh/tf.)

Case 12789/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Cyril John Harris,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 5 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, prior to the sale:

Certain: Erf 3732, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, situation 12 Corundum Street, Ennerdale Extension 5, area 300 (three hundred) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under tiled roof, brick 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 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 24th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NI4E/mh/tf.)

Case 5951/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Hasani Samuel Baloyi,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Roodepoort at 182 Progress Road, Technikon, Roodepoort, on Friday, 6 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, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 9330, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, situation Site 9330, Dobsonville Extension 3, area 240 (two hundred and forty) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, under tiled roof, 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 17th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NI10E/mh/tf.)

Case 12982/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Suraya Begum Sayed,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Westonaria, at the entrance to the Magistrate's Court, Westonaria, on Friday, 6 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, prior to the sale:

Certain: Erf 808, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, situation 808 Hyde Street, Lenasia South Extension 1, area 416 (four hundred and sixteen) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom with separate toilet, kitchen and lounge.

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 24th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NQ49E/mh/tf.)

Case 10107/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Ltd,** Plaintiff, and **Hester Susanna Steyn,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 5 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, prior to the sale:

Certain: Erf 24, Bellevue, Johannesburg Township, Registration Division IR, Transvaal, situation 9 Sharpe Street, Bellevue, Johannesburg, area 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under iron roof, staff quarters with outside toilet, 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 24th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR297E/mh/tf.)

Case 25746/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mabunang Mita Malema,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 5 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, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Lot 26017, Meadowlands Township, situation 2855B (formerly 26017) Zone 10 Meadowlands, area 196 (one hundred and ninety-six) square metres.

Improvements (not guaranteed): Bedroom, kitchen, dining-room, two garages/storeroom, under iron and asbestos roof, 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 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 2nd day of July 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO12E/mgh/tf.)

Case 2877/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **E P Building Society,** Plaintiff, and **Conatum Investments 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 Sheriff, Roodepoort, at 182 Progress Road, Roodepoort, on Friday, 6 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, prior to the sale:

Certain: Portion 1 of Erf 199, Florida Township, Registration Division IQ, Transvaal, situation Jon Esta Flats, corner of Fifth and Maud Streets, Florida, area 1 499 (one thousand four hundred and ninety-nine) square metres.

Improvements (not guaranteed): A two storey block of flats consisting of 12 flats.

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 5th day of July 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. SJP/R347/sp/mh.)

Case 12460/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Efstratiou Charalamos Savva,** 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 5 August 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:

Section 56, as shown and more fully described on sectional plan SS65/1977 in the scheme known as Berea Towers, situated at 151 Berea Towers, corner of Abel Road and Lily Avenue, Registration Division IQ, Transvaal, measuring 101 (one hundred and one) square metres, situated at 151 Berea Towers, corner of Abel Road and Lily Avenue, Berea.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept attached single-storey dwelling, two bedrooms, bathroom, kitchen, lounge 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 1st day of July 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. E23395/PC.)

Case 9447/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Masango Mlangatshe Lopsy,** 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 office of the Sheriff, 131 Marshall Street, Johannesburg, on 5 August 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 566, Diepkloof Extension Township, Registration Division IQ, Transvaal, situated at Erf 566, Diepkloof Extension 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 tiled roof, three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and study. *Outbuilding:* Two garages and two store-rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 1st day of July 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. M20618/PC.)

Case 25649/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Danny Britz,** Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 11 August 1993 at 10:00, to the highest bidder:

Certain portion 58, as shown on Sectional Plan SS34/80 in terms of the scheme known as Jaapuni, situated on Erf 88, in the township of Weavind Park, Registration Division JR, Transvaal, measuring 68 square metres, situated at 706 Univen, Pitts Street, Weavind Park.

Terms and conditions:

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

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

Description of property: Flat, lounge, one and a half bedrooms, w.c., kitchen and bathroom.

Common property facilities: Pool, garden, drying area and parking.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Office at 142 Struben Street, Pretoria.

Signed at Pretoria on this the 6th day of July 1993.

Shapiro & Partners Inc., Second Floor, Tudor Chambers, Church Square, Pretoria. (Ref. Mrs Kartoudees/MB/N929.)

Case 57545/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Henning Jonathan Bosch,** First Defendant, and **Anita Bosch,** Second Defendant

In execution of a judgment of the Magistrate's Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 11 August 1993 at 10:00, to the highest bidder:

Certain Erf 8, in the Township of Garsfontein Extension 7, Registration Division JR, Transvaal, measuring 1 190 square metres, situated at 325 Issie Smuts Street, Garsfontein Extension 7.

Terms and conditions:

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

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

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

Outbuildings: Garage and w.c.

Other improvements: Brick paving, gates and alarm system.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at 142 Struben Street, Pretoria.

Signed at Pretoria on this 7th day of July 1993.

Shapiro & Partners Inc. Second Floor, Tudor Chambers, Church Square, Pretoria. (Ref. Mrs Kartoudees/MB/N706.)

Case 1459/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Jan Adriaan van der Westshuizen,** Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 11 June 1993, the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 6 August 1993 at 09:00:

Erf 659, situated in the Township of Brits, Registration Division JQ, Transvaal, measuring 1 115 (one thousand one hundred and fifteen) square metres, held under Deed of Transfer T28963/84.

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

Material conditions of the sale are:

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

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

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

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

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

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

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

Dated at Brits on this 30th day of June 1993.

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

Case 1474/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Maria Magrietha Blaauw,** Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 14 June 1993, the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 6 August 1993 at 09:00:

Erf 325, situated in the Township of Schoemansville, Registration Division JQ, Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T18137/92.

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

Material conditions of the sale are:

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

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

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

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

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

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

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

Dated at Brits on this 30th day of June 1993.

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

Saak 3802/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **Bankfin** (voorheen handeldrywende as Santambank), Eiser, en **M. D. de Abreu,** Verweerder

Ingevolge vonnis van bogemelde Hof en lasbrief vir eksekusie gedateer 28 Januarie 1993, sal die hierondergemelde eiendom geregtelik verkoop word aan die hoogste bieder op 6 Augustus 1993 om 09:00, te die Landdroskantore, Brits:

Erf 2765, geleë in die dorpsgebied Brits-uitbreiding 20, Registrasieafdeling JQ, Transvaal, groot 1 661 (eenduisend seshonderd een-en-sestig) vierkante meter, gehou kragtens Akte van Transport T86974/89.

Die volgende verbeterings is op die eiendom, maar in hierdie opsig word niks gewaarborg nie: Vierslaapkamerwoonhuis met buitegeboue.

Vernaamste voorwaardes:

(a) Die verkoping sal deur publieke veiling aangebied word, wat voetstoots sal wees met 'n reserweprys van R120 400 (eenhonderd-en-twintigduisend vierhonderd rand).

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

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Baljukantoor, Brits, 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 koste verskuldig aan die plaaslike owerheid, rente, ens.

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

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

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

Gedateer te Brits hierdie 2de dag van Julie 1993.

E. D. Ras, p.a. E. D. Ras, Prokureur vir Eiser, Perm Plaza, Murraylaan, Posbus 5, Brits, 0250.

Saak 21863/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.,** Eiser, en **G. C. Venter,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof gedateer 2 Maart 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 6 Augustus 1993 om 10:00, by die Landdroskantoor, Krugerstraat, Bronkhorstspruit, aan die hoogste bieder:

Gedeelte 35 ('n gedeelte van Gedeelte 34) van die plaas Jakkalsfontein 528, Registrasieafdeling JR, Transvaal, groot 25,4236 (vyf-en-twintig komma vier twee drie ses) hektaar, gehou kragtens Akte van Transport T78197/1990.

Verbeterings: Huis gebou met steen met sinkdak, omhein met veiligheidsomheining (1,8 meter hoog), stoor en halfgeboude buitegeboue. Ons waarborg geen verbeterings wat op die eiendom aangebring is nie.

Terme en voorwaardes:

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Bronkhorstspruit, onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Balju, Bronkhorstspruit, Corneliusstraat 41, Bronkhorstspruit.

Geteken te Pretoria op hierdie 5de dag van Julie 1993.

Tim du Toit & Kie Ing., Prokureurs namens die Eiser, Volkskassentrum, Negentiende Verdieping, Strijdomplein, Pretoria. (Verw. mnr. Beukes/ad.)

SALES IN EXECUTION

All the sales in execution are to be held at the offices of Sheriff, Beaconsfield Avenue, Vereeniging, 1939, on Friday, 20 December 1993 at 10:00.

Execution Creditor: **Nedcor Bank Ltd.**

The hereinafter mentioned properties 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, Vereeniging.

(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 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, Vereeniging.

Case 9442/90.

Judgment Debtor: **R. Costa.**

Property: Holding 18, Dreamlands Agricultural Holdings, Registration Division IQ, Transvaal.

Measuring of property: Measuring 2,0215 hectares.

Description of property: Vacant land.

Street address of property: Holding 18, Dreamlands A/H, District of Vereeniging.

Interest: 22,75% (twenty-two comma seven five per cent).

L. M. Barnard, for Snijman & Smullen, Plaintiff's Attorney, Barclays Centre, Leslie Street 29, P.O. Box 38, Vereeniging, 1930. (Ref. Mrs Davel/6/107.)

Case 1074/93

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

In the matter between **ABSA Bank Ltd,** United Bank Division, Plaintiff, and **Isabella Elizabeth Olckers,** Defendant

In pursuance of a judgment and warrant of execution, dated 2 April 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 2240, Crystal Park Extension 3 Township, Registration Division IR, Transvaal, in extent 889 (eight hundred and eighty-nine) square metres, held under Deed of Transfer T38217/1991, situated at 2 Sentrust Street, Crystal Park Extension 3, 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: Single storey brick plastered under tiled roof, two bedrooms, with bic, lounge and dining-room combined, melamine kitchen, bathroom with toilet, wall to wall carpets, rhino board ceilings, garage, paved driveway and 3/4 precast walling.

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 Magistrate's Court Office, Arcadia Building, Prince's Avenue, Benoni.

Dated at Benoni on this the 2nd day of July 1993.

N. Miller, for Lovell Miller Dreyer & Kraitzick, Plaintiff's Attorneys, Sogrets House, 48 Woburn Avenue, Benoni. (Ref. N. Miller/CK.)

Case 990/93

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly known as Natal Building Society Ltd, Plaintiff, and **Osman Ismail Bux,** First Defendant, and **Farida Banu Bux,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, on 25 February 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 August 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 1012, Actonville Extension 3 Township, Registration Division IR, Transvaal, situated on 1012 Padiachy Street, Actonville Extension 3, in the Township of Actonville Extension 3, District of Benoni, measuring 301 (three hundred and one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising lounge, TV room, dining-room, kitchen, three bedrooms, dressing area, one and a half bathrooms, shower, two toilets and double garage.

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

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

Dated at Benoni on this the 30th day of June 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg; c/o Hammond Pole & Dixon, 72 Elston Avenue, Benoni. (Tel. 52-8666.) (Ref. NB7518/Mrs Mattheys.)

Case 1644/89

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

In the matter between **United Bank Ltd,** a division of ABSA Bank Ltd, Plaintiff, and **Eralason Estate Agents (Pty) Ltd,** Defendant

In execution of a judgment of the Magistrate of Barberton, and a writ of execution, dated 2 October 1989, the undermentioned property will be sold in execution on Wednesday, 4 August 1993 at 09:00, in front of the Magistrate's Court, Barberton, to the highest bidder, namely:

Erf 51, Barberton Asiatic Township Extension 1, Barberton, Registration Division JU, Transvaal, and Erf 7, Barberton Asiatic Township Extension 1, Barberton, Registration Division JU, Transvaal, held by virtue of Deed of Transfer T4087/77, subject to the conditions therein contained.

Improvements:

Erf 51: Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom with w.c., separate outbuildings and swimming-pool.

Erf 7: Two shops.

The property will be sold without reserve and subject to the terms and conditions of the Magistrates' Courts Act and the rules thereunder to the highest bidder for cash.

The purchaser shall pay 10% (ten per centum) of the purchase price to the Messenger of the Court in cash immediately after the sale. The balance, together with interest thereon, shall be secured by a bank or building society guarantee, payable against registration of transfer and which guarantee shall be delivered within 7 (seven) days from date of sale.

The conditions of sale may be inspected during office hours at the offices of the Messenger of the Court.

Signed at Nelspruit on this 29th day of June 1993.

C. I. Delport, for Delport and Fourie, Seventh Floor, United Building, Brown Street, Nelspruit. (Ref. R. van Graan/B8/91.)

Case 8659/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd,** formerly Nedperm Bank Ltd, Plaintiff, and **Petrus Christiaan Johannes Brits,** First Defendant, and **Ramona Brits,** Second Defendant

Pursuant to a judgment of the above Court and warrant of attachment dated 15 June 1993, the undermentioned property will be sold in execution on Wednesday, 11 August 1993 at 10:00, at the offices of the Sheriff, 142 Struben Street, Pretoria, to the highest bidder:

Portion 1 of Erf 296, Christoburg Township, Registration Division JR, Transvaal, measuring 1 005 square metres, held by the Defendants under Deed of Transfer T69560/90, known as 459 Johann Strauss Street, Christoburg.

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

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

Signed at Pretoria on this the 5th day of July 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.)

Case 3946/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd,** formerly Nedperm Bank Ltd, Plaintiff, and **Helena Elizabeth van der Klashorst,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 6 June 1989, the undermentioned property will be sold in execution on Friday, 6 August 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:

Portion 129 (a portion of Portion 93) of the farm Haakdoornboom 267, Registration Division JR, Transvaal, measuring 8,5653 hectares, held by the Defendant under Deed of Transfer T35179/87, known as Plot 129, Haakdoringboom, Pretoria North.

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

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

Signed at Pretoria on this the 2nd day of July 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 1895/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Bank of Lisbon International Ltd,** Eiser, en **L. G. S. Rabbiter CC,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 1 Januarie 1990, en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 30 Julie 1993 te die Landdroskantore, geregtelik verkoop sal word, naamlik:

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, ter insae lê en behels onder andere die volgende:

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

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

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig sal word.

McLoughlin, Porter & Venter Ing., 31 Merriman Avenue, Vereeniging; P.O. Box 931, Vereeniging, 1930. [Tel. (016) 22-5161.] (Verw. LS/FL0005.)

Saak 5773/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Nthekeleng Josephine Sehole N.O.,** Verweerder

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

Erf 81, geleë in die dorp Tigane, Registrasieafdeling IP, Transvaal, groot 277 (tweehonderd sewe-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T64778/89, bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer en toilet, kombuis met opwas en motorhuis.

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 koopprys is onmiddellik in kontant betaalbaar.

2. Die balans koopprys met rente daarop teen 22,25% (twee 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 2de dag van Julie 1993.

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

Case 4309/93

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

In the matter between **Bronkhorst, Lourens Marthinus,** Plaintiff, and **Baker, M. E.,** Defendant

In pursuance to a judgment of the above Honourable Court, and writ of execution dated 18 May 1993 the undermentioned property will be sold in execution by the Sheriff, Supreme Court, 182 Progress Road, Technikon, District of Roodepoort, on Friday, 6 August 1993 at 10:00, to the highest bidder:

Certain Erf 956, Portion 0009, Florida, measuring 1 155 (one thousand one hundred and fifty-five) square metres, held under Deed of Transfer T32815/1991.

The following improvements subsist on the property but no guarantee thereto is given: Lounge, dining-room, two bathrooms, three bedrooms, passage, kitchen, servants' quarters, double garage, swimming-pool, tiled roof, steel windows, brick walls and fencing. Front, one side and back brick wall, one side wire mesh.

The conditions of sale which shall be read immediately prior to the sale, shall lie for inspection at the offices of the Sheriff, Supreme Court, Roodepoort.

The most important conditions therein contained are the following:

(a) The property shall be sold for cash to the highest bidder without reserve and subject to the rights of the bondholders as set out in the conditions of sale.

(b) The sale will be subject to payment of 10% (ten per cent) of the purchase price on the date of sale as well as payment of the commission due to the Sheriff. A bank or building society guarantee securing payment of the balance must be furnished within 30 (thirty) days of date of the sale.

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

Schalk Britz, Attorneys for Plaintiff, 10 West Street, corner of Main Reef Road, Benoni, c/o Luen Nathan BK, Third Floor, London House, 21 Loveday Street, Johannesburg. (Dx 23.) (Ref. Mr Britz/jk/B547.)

Saak 8632/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **Oostelike Provinsie Bouvereniging,** Eiser, en **David Naidoo,** Eerste Verweerder, en **Sylvia Govender,** Tweede Verweerder

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

Erf 674, Windmill Park-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 1 174 vierkante meter, geleë te Cameronstraat 61, Windmill Park.

Datum: 22 Junie 1993.

H. S. B. van Graan, vir Shane van Graan, Suite 2, IVH-sentrum, Leeuwpoortstraat 142, Boksburg. (Tel. 892-1000.) (Verw. mnr. van Graan/EB.)

Case 3011/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Nontsikelelo Benedicta Bixa,** First Defendant, and **Albert Bixa,** Second Defendant

On 4 August 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 1431, Moleleki Township, Registration Division IR, Transvaal, measuring 200 (two hundred) square metres, also known as Erf 1431, Moleleki, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof comprising three rooms, other than kitchen and bathroom.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act 1944, and the rules made thereunder or any amendment 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 18,75% (eighteen comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or (R400) 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 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 puchaser 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 5 July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MB0023/Miss Kent.)

Case 2715/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Ntombizini Eunice Khumalo,** First Defendant, and **Nyimbini Elifas Masuku,** Second Defendant

On 4 August 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 175, Credi Township, Registration Division IR, Transvaal, measuring 314 (three hundred and fourteen) square metres, also known as Erf 175, Credi, Katlehong, Germiston, District of Alberton, (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising four rooms other than kitchen with outbuildings of a similar construction comprising servants' quarters and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or (R400) 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 5 July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MK0049/Miss Kent.)

Saak 77977/91

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Raad op Plaaslike Bestuursaangeleenthede,** Eiser, en **Marthinus Hertzog Steyn Lombard,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 26 Mei 1993, sal die ondervermelde eiendom op 6 Augustus 1993 om 3:00, deur die Balju, Springs, te Vierdestraat 66, Springs, aan die hoogste bieder geregtelik verkoop word:

Hoewe 94, Vischkuil-landbouhoewes-uitbreiding 1, Registrasieafdeling IR, Transvaal, groot 1,2135 (een komma twee een drie vyf) hektaar, gehou kragtens Akte van Transport T25709/83, bekend as Bethalstraat 94, Vischkuil-landbouhoewes-uitbreiding 1.

Verbeterings (geen waarborg word in hierdie verband gegee nie): Woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, twee stoepe, motorhuis, motorafdak en bediendekamer. Sonering: Onbepaald.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Vierdestraat 66, Springs, en bevat onder andere die volgende:

(a) Die koper moet 'n depositio van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) 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 ses-en-vyftig persent) van die totale koopprys met 'n minimum van R57 (sewe-en-vyftig rand).

Geteken te Pretoria hierdie 1ste dag van Julie 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.)

Case 24533/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Marthinus Christoffel De Nysschen,** Defendant

In execution of a judgment of the Magistrate Court, Pretoria, in this suit, the undermentioned property will be sold by the Sheriff of the Court, 142 Struben Street, Pretoria, on 11 August 1993 at 10:00, to the highest bidder:

Certain Erf 1938, in the Township of Pierre van Ryneveld 7, Registration Division JR, Transvaal, measuring 1 134 (one thousand one hundred and thirty-four) square metres, situated at Hewis Place 13, Kirknesspark, Pierre van Ryneveld 7.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the title deeds act where applicable.

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

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

4. Conditions: The full conditions of sale may be inspected at the Sheriff's offices at Messcor House, 30 Margaretha Street, Pretoria.

Signed at Pretoria.

Shapiro & Partners Inc., Second Floor, Tudor Chambers, Church Square, Pretoria. (Ref. mrs Kartoudees/MB/N925.)

Case 16937/92

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

In the matter between **Petrus Zeelie No,** Execution Creditor, and **Andre Cornelius Marais,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, and writ of execution dated 1 March 1993, the following property will be sold with a reserve price in execution on Friday, 6 August 1993 at 10:00, at the sale venue of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, to the highest bidder, viz:

Stand 681, Helderkruin, Roodepoort, Registration Division IQ, Transvaal, in extent 1 271 (one thousand two hundred and seventy-one) square metres, held by Deed of Transfer T17714/1989, known as 17 Fairchild Street, Helderkruin Extension 1, upon which is erected a detached single-storey, plastered dwelling under tiled roof said to consist of a lounge, family room, study, three bathrooms, kitchen, four bedrooms, passage, laundry, servants' quarters, store-room, double garage, jacuzzi, sauna, swimming-pool, lapa and snoekerroom in regard to which, however, nothing is guaranteed.

Terms: 10% (ten per centum) of the purchase price, in cash at the time of the sale and the balance against registration of transfer to be secured by an approved bank or building society's guarantee to be delivered within 14 (fourteen) days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

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

Dated on this the 1st day of July 1993.

Sharl van Rensburg, Attorney for Execution Creditor, 43 Goldman Street, Florida. (Tel. 472-4502/3.) (Ref. Mr van Rensburg/cl/151/92.)

Saak 8902/92

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

In die saak tussen **Saambou Bank,** Eiser, en **Mashango Piet Chauke,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Wonderboom, Landdroshof in bogemelde saak op 24 Maart 1993, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju van Wonderboom, op 13 Augustus 1993 om 11:00, te die Balju se kantoor te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), verkoop sonder reserwe:

Sekere Erf 109, Blok FF, Soshanguve, Registrasieafdeling JR, Transvaal, groot 513 (vyfhonderd en dertien) vierkante meter.

Die eiendom bestaan uit:

1. Woonuis van baksteen.

2. Bestaan uit: Drie slaapkamers, sitkamer, kombuis en badkamer.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju vir die Landdroshof se fooie en agterstallige belastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju vir die Landdroshof, 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 vir die Landdroshof, ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Soshanguve.

Geteken te Pretoria hierdie 29ste dag van Junie 1993.

P. J. Kleynhans, vir W. D. Saayman, Burgerstraat 249, Pretoria-Noord. (Tel. 546-0153.) (Verw. mev. M. Botha/CS57.)

Saak 8224/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Pinki Lydia Sikoana,** Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 25 Mei 1993, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Wonderboom, op 13 Augustus 1993 om 11:00, te kantoor van die Balju, Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieër verkoop:

1. Erf 60, geleë in die dorpsgebied Soshanguve FF (voorheen beskryf as Erf 60, Blok FF, Soshanguve), Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport, T31496/92 (voorheen gehou kragtens Sertifikaat van Reg van Huurpag 2815/91, groot 594 vierkante meter.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Huis met sitkamer, drie slaapkamers, kombuis en w.k. (sonder geriewe).

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

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

Geteken te Pretoria op hierdie 6de dag van Julie 1993.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. mnr. Hurter CVB 48596.)

Saak 86981/92
PH 163

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Pieter Willem J. Hanekom,** Verweerder

Ingevolge uitspraak van die Landdroshof vir die distrik Johannesburg, gehou te Johannesburg, in bogemelde saak, sal 'n verkoping gehou word op 20 Augustus 1993 om 10:00, by die kantore van die Balju, Leaskstraat 23, Klerksdorp, van die ondergemelde eiendom:

Sekere Erf 1005, Registrasieafdeling IP, Transvaal, groot 954 (negehonderd vier-en-vyftig) vierkante meter, geleë te Roperlaan 12, Ellaton.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Onverbeterde erf.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoop-voorwaardes mag ondersoek word by die kantoor van die Balju te Leaskstraat 23, Klerksdorp, of die Eiser se Prokureurs, Blakes, Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op die 2de dag van Julie 1993.

Blakes, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Posbus 5315, Johannesburg. (Tel. 833-6000.) (Verw. mnr. Rens/cs/ZNH 034.)

Saak 1415/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **S. A. Semakale,** Eerste Verweerder, en **E. M. Semakale,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Evander, toegestaan op 3 Junie 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op 4 Augustus 1993 om 12:00, aan die hoogste bieder, naamlik:

Erf 2509, Kinross-uitbreiding 17-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 612 vierkante meter, gehou kragtens Akte van Transport T24560/92.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, te word versekureer deur 'n goedgekeurde bank- of bouverenigingwaarborg te word gelewer binne 21 (een-en-twintig) dae daarna, asook 4% (vier persent) afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander, besigtig word.

Geteken te Secunda op hierdie 5de dag van Junie 1993.

E. J. Louw, vir Els Prokureurs, Eerste Verdieping, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/evv.)

Saak 23931/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.** (voorheen bekend as Saambou-Nasionale Bouvereniging), Eiser, en **Pule Benjamin Poho,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 9 Februarie 1993, sal alle reg, titel en belang in die huurpag ten opsigte van die ondervermelde eiendom, op 5 Augustus 1993 om 10:00, deur die Balju, Pretoria-Noordwes, by die Olivettihuis 603A, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 6487, geleë in die woongebied Saulsville-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 282 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL57808/89, bekend as Erf 6487, Saulsville, distrik Pretoria.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Woonhuis bestaande uit sit-/eetkamer, kombuis, drie slaapkamers en badkamer.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Pretoria-Noordwes, Olivettigebou 202, hoek van Schubart- en Pretoriusstraat, Pretoria, en bevat onder andere die volgende:

(a) Die koper moet 'n deposito van (10%) tien persent van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 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 29ste dag van Junie 1993.

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

Case 16500/92
PH 168

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Mofokeng, Samuel Mosiuoa,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve, will be held at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, on 5 August 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 984, Mapetla Township, Registration Division IQ, Transvaal, measuring 260 square metres, held under Certificate of Right of Leasehold 984, Mapetla, situate at 984 Mapetla, Soweto.

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

Main building: Two bedrooms, dining-room and kitchen. The inside walls are well plastered and painted. The whole house has a massonite board ceiling and the ceiling in the dining-room has been expensively decorated and the whole house is electrified.

Outbuildings: The outbuildings consist of two separate rooms occupied by tenants. They both have a massonite board ceiling and are also electrified. The garage is also occupied by a tenant. It has no ceiling but is electrified, 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers charges are payable on the day of sale, to be calculated as follows:

5% (five per centum) of the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2½ (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R30 (thirty rand).

Date: 18th June 1993.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F41.)

Case 31852/91
PH 168

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Sebolecwe, Pamela Sibongile,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit a sale, without reserve, will be held at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, on 5 August 1993 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the offices of Deputy Sheriff, 131 Marshall Street, Johannesburg, prior to the sale:

Site 2344, Dube Township, Registration Division IQ, Transvaal, measuring 263 square metres, held under Certificate of Registered Grant of Leasehold TL35378/1990 situate at 2344 Potsoa Street, Dube, Meadowlands.

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

Main building: IBR roof comprising of 2/3 bedrooms, bathroom, dining-room/lounge and kitchen. Entire property is roughly plastered.

Outbuildings: Outbuilding consists of a garage and a room. The yard is walled. Property in a very poor state of repair.

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

5% (five per centum) of the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2½% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charges R30 (thirty rand).

Date: 15 June 1993.

Lazzara-Leicher, Plaintiff's Attorneys, Second Floor, Balloon House, 39 Vorster Avenue, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gg/F16.)

Case 30457/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Androulla Hajipetrou,** Defendant

A sale in execution will be held on 10 August 1993 at 10:00, at NG Sinodal Centre, 234 Visagie Street, Pretoria, of:

Erf 384, situate in the Township Kilnerpark Extension 1, Registration Division JR, Transvaal, measuring 998 square metres, known as 58 Helgaard Street, Kilnerpark Extension 1.

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

Dwelling single storey, brick walls (harvey tiles) roof, fitted carpets, ceramic-novilon, lounge, dining, kitchen, four bedrooms, two bathrooms, shower, two w.c.'s, sun stoep, TV-room, double garage, double carports, outside w.c.'s and SH, laundry, concrete walls, brick drive, carport-alarm, secquence lights, swimming-pool and lapa, brick and tile paving, airconditioning, bore hole and secquence doors.

The conditions of sale may be inspected at the office of the Sheriff Pretoria Central.

Solomon, Nicholson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9755.)

Saak 86945/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Regspersoon van Salvokop 24/80,** Eiser, en **Pierre Jacques van Rooyen,** Verweerder

Ingevolge 'n vonnis van bovermelde Hof en lasbrief vir eksekusie gedateer 3 Junie 1993, sal die ondergenoemde eiendom verkoop word aan die hoogste bieder op Dinsdag, 10 Augustus 1993 om 10:00, te NG Sinodale-sentrum, Visagiestraat, Pretoria:

Deel 4 soos getoon en volledig beskryf op Deelplan 24/80 in die gebou of geboue bekend as Salvokop, groot 58 vierkante meter, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom, soos meer volledig beskryf op die voormelde deelplan, toegeken aan die deel, kragtens die deelnemingskwota van die deel.

Gehou deur die Verweerder, kragtens Sertifikaat van Geregistreerde Deeltitel ST 10434/92 (4) beter bekend as Salvokop 104, Van der Waltstraat 577, Pretoria.

Die volgende verbeterings is aangebring op die eiendom alhoewel niks gewaarborg is daaromtrent nie. Die woonstel bestaan uit een en 'n half slaapkamers, sit- en eetkamer, badkamer en kombuis.

Die verkoopvoorwaardes sal onmiddellik voor die aanvang van die verkoping uitgelees word en lê vir inspeksie by die kantore van die Balju, Pretoria Sentraal.

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

P. T. van der Hoven, Sesde Verdieping, Sanlamsentrum 611, Andriesstraat, Pretoria. [Verw. S9/92 (L)/SVD.]

Saak 6/92

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen **Allied Bouvereniging,** 'n divisie van ABSA Bank, Eiser, en **Johannes Frederick van Eck,** Verweerder

Ten uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus, toegestaan het op 26 Januarie 1993, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 12 Augustus 1993 om 10:00, by die woonhuis te Rabestraat 178, Potgietersrus, aan die hoogste bieder, naamlik:

Erf 2449, in die dorpsgebied Piet Potgietersrus-uitbreiding 1, Registrasieafdeling KS, Transvaal, groot 2 578 m^2 gehou kragtens Transportakte T30817/1978.

Die eiendom kan omskryf word soos volg: Woonhuis geleë te Potgietersrus, gebou van steen onder sinkteëls en bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, studeerkamer, gang, opwas, badkamer met stort, twee spoellatrines, TV-kamer, voorstoep, swembad en aan drie kante omhein met sementpanele en steenmure.

Terme: Die veilingskostes plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne dertig (30) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Potgietersrus, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 2de dag van Julie 1993.

W. A. H. Nel, vir Steytler Nel & Calitz, p.a. Borman Snyman & Barnard, Rentmeestergebou, Voortrekkerweg, Potgietersrus. (Verw. ES.8673/JFW/LR.)

Case 10966/92

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

In the matter between **Fell Ontspanningsoord CC,** Plaintiff, and **Trans Africa Inns (Pty) Ltd,** Defendant

In pursuance of a judgment in the Magistrate's Court, Pretoria, and writ of execution dated 10 May 1993, the immovable property listed hereunder will be sold in execution on Friday, 6 August 1993 at 09:00, in front of the Magistrate's Court, Brits, to the highest bidder:

Portion 164, of the farm Scheerpoort 477, situated in the Registered Area JQ Transvaal.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the date of the sale to the Sheriff of the Court.

Be pleased to take notice further that the conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Brits, 43E Murray Avenue, Brits.

Dated at Pretoria on this the 8th day of July 1993.

Hurwitz & Pashut, Plaintiff's Attorneys, Third Floor, Centenary Building, Bureau Lane, Church Square, Pretoria. (Tel. 323-2614/6.) (Ref. Mr Brazington/rs/F1.)

Case 18054/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

Pursuant to a judgment of the above Court and a warrant of attachment dated 1 November 1991, the undermentioned property will be sold in execution at 11:00, on Friday, 30 July 1993, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder:

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

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

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

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

M. S. L. Coetzee, for Findlay & Niemeyer, Plaintiff's Attorneys, 199 Permanent Building, Paul Kruger Street, Pretoria. (Tel. 326-2487.) (Ref. Mrs Venter.)

Case 1404/91

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

In the matter between **Saambou National Building Society Ltd,** Plaintiff, and **A. R. De A. Aires,** First Defendant, and **T. C. S. L. Aires,** Second Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Vereeniging, dated 15 July 1992, and the subsequent writ of execution, the following property will be sold in execution on Friday, 30 July 1993 at 10:00, at 41A Beaconsfield Avenue, Vereeniging, by the Sheriff of the Magistrate's Court, Vereeniging, to the highest bidder:

Plot 7, Unitas Park Agricultural Holdings.

Ten per cent (10%) of the purchase price is payable in cash on conclusion of the sale and the balance against registration of transfer in the name of the purchaser, to be secured by an acceptable guarantee to be furnished to the Sheriff of the Magistrate's Court, within fourteen (14) days of the date of sale.

The full conditions of sale which shall be binding upon the purchaser may be inspected during office hours at the Sheriff of the Magistrate's Court, Vereeniging.

Dated at Vereeniging this 7th day of July 1993.

M. P. Coetzer, for De Klerk, Vermaak & Partners Inc., Overvaal Building, Kruger Avenue, Vereeniging.

Case 11982/92

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

In the matter between **NBS Bank Ltd (Reg. No. 87/01384/06),** formerly known as Natal Building Society Ltd, Plaintiff, and **Gideon Lourens le Roux,** First Defendant, and **Martha Magdalena le Roux,** 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 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 1514, Impala Park Extension 1 Township, Registration Division IR, Transvaal, situated on 8 Diaz Street, Impala Park Extension 1, in the Township of Impala Park Extension 1, District of Boksburg, measuring 818 (eight hundred and eighteen) square metres.

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

Building built of brick and plaster, tiled roof, comprising of lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, shower, two w.c.' and garage, servants' quarters, w.c. and swimming-pool.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7489P/Mrs Pierce.)

Saak 5631/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.,** Eiser, en **Herbert John Pos,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Hooggeregshof Johannesburg, te Marshallstraat 131, Johannesburg, op 5 Augustus 1993 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Hooggeregshof Johannesburg, voor die verkoping ter insae sal lê:

Erf 565, Robertsham-dorpsgebied, groot 909 vierkante meter, geleë te Lincolnweg 12, Robertsham, Johannesburg, bestaande uit:

Hoofgebou: Sit-/eetkamer, kombuis met ingeboude kaste, drie slaapkamers met ingeboude kaste, badkamer en stort.

Buitegeboue: Bediendekamer, toilet/stort, twee motorhuise, twee motorafdakke en swembad.

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

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

Vendusiekoste 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) op die balans daarvan, tot 'n maksimum kommissie van R6 000 (sesduisend rand), en 'n minimum van R100 (een honderd rand).

Smit & Marais, Eiser se prokureurs, 11de Verdieping, Schreiner Chambers, Pritchardstraat 94, Posbus 1693, Johannesburg. (Tel. 333-7128/9.) (Verw. J. F. Smit/ls/295-93.)

Saak 8757/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Bpk. (652/00738/06),** Eiser, en **Benjamin Soetsane,** gebore 1948-09-09, Eerste Verweerder, en **Madaniel Aletta Soetsane,** gebore 1953-02-06, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 11 Augustus 1993 om 10:00, deur die Balju vir die Hooggeregshof, Hoëveldrif, gehou te die Landdroskantoor, Evander, aan die hoogste bieder:

Erf 138, Embalenhle-uitbreiding 4-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 473 vierkante meter, gehou kragtens Sertifikaat TL89573/88.

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

Straatadres: Hulustraat 13, Embalenhle, Evander.

Verbeterings: Woonhuis met teëldak, sitkamer met gekombineerde eetkamer, kombuis, drie slaapkamers, badkamer, toilet, teëlvloerbedekking 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.

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

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

Gedateer te Pretoria hierdie 6de dag van Julie 1993.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 325-3644.) (Verw. V. Rensburg/Z9112/93/BVDM.)

Saak 7590/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van SA Bpk. (62/00738/06),** Eiser, en **Albert van Lingen** (Identiteitsnommer 5507045012001), Eerste Verweerder, en **Johanna Jeanetta van Lingen** (Identiteitsnommer 5407110005008), Tweede Verweerder

Ter uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 10 Augustus 1993 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Sentraal, gehou te die Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Gedeelte 1 van Erf 388, Villiera-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T68194/1988, ook bekend as 29ste Laan 705, Villieria, Pretoria.

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

Straatadres: 29ste Laan 705, Villieria, Pretoria.

Verbeterings: Woonhuis met sinkdak, sitkamer, kombuis, waskamer, drie slaapkamers, badkamer, drie motorafdakke, buite toilet, werkskamer, voorafvervaardigde omheining, slasto en sementplaveisel.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Pretoria-Sentraal te Tweede Verdieping, Visagiestraat 228, Pretoria.

Gedateer te Pretoria hierdie 5de dag van Julie 1993.

J. A. J. van Rensburg, vir Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 325-3644.) (Verw. V. Rensburg/Z9083/93/BVDM.)

Saak 1745/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **Nedperm Bank Bpk,** Eksekusieskuldeiser, en **N. A. Shabangu,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof, Middelburg, en lasbrief vir eksekusie gedateer 26 Mei 1993, sal die vaste eiendom hieronder genoem, in eksekusie verkoop word op 30 Julie 1993 om 11:00, voor die Dorpsraadkantore te Mhluzi, Middelburg, Transvaal:

Erf 3176, geleë in die dorp Mhluzi, Middelburg-uitbreiding 1, Registrasieafdeling JS, Transvaal, groot 300 (driehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL72727/89.

Die eiendom, synde 'n woonhuis en buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastings en rente op Eiser se eis moet betaal, ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Balju, Middelburg, en ondergetekende se kantoor gedurende normale kantoorure.

Voorwaardes van betaling is 10% (tien persent) deposito op die dag van die verkoping en die balans by wyse van 'n goedgekeurde bank- en/of bouverenigingwaarborg binne 30 (dertig) dae na verkoping.

Geteken te Middelburg op die 2de dag van Julie 1993.

E. Taljaard, vir Brandmuller-Taljaard, Joubertstraat 22, Middelburg, 1050.

Case 33676/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Young: Edward William,** trading as Eds Motors, 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 Magistrate's Court, Kerk Street, Nigel, on Friday, 6 August 1993 at 10:00, of the undermentiond 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 Deputy Sheriff, Nigel: Erf 78, Nigel, situate at 101 Hendrik Verwoerd Street, Nigel.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Brick building with corrugated iron roof, consisting of kitchen, lounge, dining-room, two bedrooms, bathroom with toilet, brick and concrete walling, garage, outside room with toilet, wall to wall carpets.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2½% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charge R30 (thirty rand).

Date: 28 June 1993.

Fluxman Rabinowitz-Raphaely Weiner, Plaintiff's Attorneys, 45th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-4481.) (Ref. Mr S. Perlman.)

Case 33676/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Young, Edward William,** trading as Eds Motors, 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 Magistrate's Court, Kerk Street, Nigel, on Friday, 6 August 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, prior to the sale, at the offices of the Deputy Sheriff, Nigel: Erf 665, Dunnottar, situate at 75 Agnew Street, Dunnottar, Nigel.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Vacant and undeveloped stand, concrete walling.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2½ (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charge R30 (thirty rand).

Date: 28 June 1993.

Fluxman Rabinowitz, Raphaely Weiner, Plaintiff's Attorneys, 45th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-4481.) (Ref. S. Perlman.)

Case 33676/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Young, Edward William,** trading as Eds Motors, 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 Magistrate's Court, Kerk Street, Nigel, on Friday, 6 August 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, prior to the sale, at the offices of the Deputy Sheriff, Nigel: Erf 924, Ferryvale, situate at 6 Ferrybridge Avenue, Ferryvale, Nigel.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Brick building with corrugated iron roof, consisting of kitchen, lounge, dining-room, TV-room, three bedrooms, two bathrooms with toilets, concrete and brick walling, two garages, two carports, outside room with toilet, built-in cupboards, wall to wall carpets.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R10 000 (ten thousand rand) and thereafter 2½ (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand). Minimum charge R30 (thirty rand).

Date: 28 June 1993.

Fluxman Rabinowitz, Raphaely Weiner, Plaintiff's Attorneys, 45th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-4481.) (Ref. S. Perlman.)

Case 15853/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Gasiorowski Giacinta Anna Sonja von Helden,** 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 Deputy Sheriff, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 4 August 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, at the offices of the Deputy Sheriff, Sandton:

Portion 28 (a portion of Portion 1) of Erf 11, Atholl, Registration Division IR, Transvaal, situate at 111 Willow Street, measuring 1 500 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of a plot 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 building society or other acceptable guarantee to be furnished within 21 (twenty-one) days from the date of sale. The sale may be subject to VAT which will be payable by the purchaser.

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).

Date: 14th June 1993.

Langstaffe Bird & Company, Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. E M. Letty/HAS.)

Case 25169/92
PH10

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of SA Ltd,** Plaintiff, and **Shidlovsky: Ezra,** First Defendant, and **Shidlovsky: Leah,** 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 on 5 August 1993 at 10:00, at 15 Lipworth Road, Greswold, Johannesburg, onwards 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 Sheriff's Office, Supreme Court, Johannesburg, prior to the date of sale:

Erf 100, Greswold Township, situate at 15 Lipworth Road, Greswold, Johannesburg.

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

Dwelling-house consisting of a lounge, dining-room, study, three bedrooms, kitchen and breakfast nook, one and a half bathrooms, entrance-hall, sun room, double garage, servant's room, laundry, bathroom and toilet attached.

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

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

7% (seven 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 of R100. VAT is payable on the afore-mentioned amount.

Dated at Johannesburg on this the 7th day of June 1993.

Beder-Friedland Inc., Plaintiff's Attorneys, The Forum, 340 Louis Botha Avenue, Orange Grove, Johannesburg; P.O. Box 51614, Raedene, 2124. (Tel. 485-1025.) (Fax. 485-1335.) (Ref. S. B. Friedland/SR/F23.) (Docex 205, Johannesburg.)

Case 9288/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Strachan, Gail,** Identity Number 630102 0093 080, 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 182 Progress Avenue, Technikon, Roodepoort, on Friday, 6 August 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, Roodepoort, prior to the sale:

Erf 144, Radiokop Extension 3 Township, Registration Division IQ, Transvaal, being 1226 Octave Street, Radiokop Extension 3, measuring 865 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, dining-room, three bedrooms, bathroom and kitchen.

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

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 445490.)

Case 7122/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Mortgage Securities 101 (Pty) Ltd,** Plaintiff, and **Young, Dennis Maclay,** Identity Number 410619 5407 086, 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 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 3 August 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 office of the Sheriff for the Supreme Court, Randburg, prior to the sale:

Erf 2595, Randparkrif Extension 34 Township, Registration Division IQ, Transvaal, being Stand 2595, Bosbok Road, Randparkrif Extension 34, measuring 2 056 square metres, use zone Residential 2.

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

Dwelling-house, consisting of entrance-hall, lounge, dining-room, family room, three bedrooms, bathroom and toilet, separate toilet, kitchen and two garages.

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

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

Dated at Johannesburg on the 21st day of June 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 22-9115.)

Case 531/93
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), and **Kangleas, Kirgiakos** (Identity Number 6510125165003), 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 on the steps of the main entrance at 2 Northview, 45 Richards Drive, Halfway House, Midrand, on Wednesday, 4 August 1993 at 14:30, of the undermentioned property of the Defedant 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, Midrand at Unit 2, Northview, 45 Richard Drive, Halfway House, prior to the sale:

Portion 1 of Holding 532, Glen Austin Extension 3, Agricultural Holdings, Registration Division IR, Transvaal, being Portion 1 of Erf 532, Glen Austin Extension 3, measuring 8 566 square metres.

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

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

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 of R100.

Dated at Johannesburg on 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. P. M. Carter/GGLIT 423438.)

Case 9290/93
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), and **Rahme, Elizabeth-Ann Rosarine** (Identity Number 5110010088005), First Defendant, and **Rahme, David Michael,** 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, 5 August 1993 at 10:00, of the undermentioned property of the Defedants 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:

Remaining Extent of Erf 1978, Highlands North Township, Registration Division IR, Transvaal, being 35 Seventh Avenue, Highlands North, measuring 743 square metres.

Use zone: Residential 1.

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

Dwelling-house: Entrance-hall, lounge, dining-room, family room, four bedrooms, three bathrooms, seperate shower and toilet, dressing-room, kitchen, scullery, playroom, double garage, servants' 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 or building society or other acceptable guarantee to be furnished within 14 days from the date of sale.

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

Dated at Johannesburg on 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. P. M. Carter/GGLIT 371767.)

Case 24712/92
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), and **Amod, Mahomed Aneez Abdul Rashid** (Identity Number 6312215081053), 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, 5 August 1993 at 10:00, of the undermentioned property of the Defedant 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:

Lot 27, Raumarais Park Township, Registration Division IR, Transvaal, being 27 Glen Road, Raumaraispark, measuring 2 217 square metres.

Use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance-hall, lounge, dining-room, family room, study, three bedrooms, two bathrooms, kitchen, pantry, double garage, two servants' quarters, bathroom and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 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 of R100.

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 388658.)

Case 13647/92
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), and **Snyman, Johannes Nicolaas** (Identity Number 5104025055000), 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 182 Progress Avenue, Technikon, Roodepoort, on Friday, 6 August 1993 at 10:00, of the undermentioned property of the Defedant 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, Roodepoort, prior to the sale:

Erf 323, Constantia Kloof Extension 3 Township, Registration Division IR, Transvaal, being 83 David Street, Constantia Kloof, measuring 1 505 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, family room, three bedrooms, two bathrooms, kitchen, two garages, staff quarters, toilet, swimming-pool and jacuzzi.

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

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

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

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 10th Floor, JCI House, 28 Harrison Street, Johannesburg. (Tel. 836-2811.) (Ref. P. M. Carter/GGLIT 353314.)

Case 5415/92

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

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

In pursuance of a judgment dated 22 January 1993, in the above Honourable Court and a warrant of execution, the following property will be sold in execution at the salesrooms of the Sheriff for Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on 6 August 1993 at 10:00, to the highest bidder, viz:

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

The following information is furnished although no guarantee in regard thereto can be given:

Lounge, dining-room, bathroom, three bedrooms, passage, kitchen, precast concrete boundary walling, corrugated iron roof, steel framed windows and brick walls and swimming-pool.

Flat: Lounge, bedroom, bathroom and kitchenette.

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

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

Dated at Florida this 30th day of June 1993.

Richard F. Reed, 1 Penelope Avenue, corner of Gordon Road, Florida North, P.O. Box 145, Florida Hills, 1716. [Tel. 472-3560/1/2/3.]

Case 11252/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Johann van Niekerk,** Defendant

A sale in execution will be held on 11 August 1993 at 10:00, at 142 Struben Street, Pretoria, of:

Erf 351, situated in the Township of Wingate Park, Registration Division JR, Transvaal, measuring 1 240 square metres, known as 778 Richmond Street, Wingate Park.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, tiled roof, fitted carpets, tiles, lounge, dining, study, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, entrance, TV-room, two garages, two carports, servant's room with w.c., laundry, fenced, brick walls and gates and concrete drive pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9698.)

Case 18069/90
PH 437

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Olivier, Catherina** (born Opperman), Plaintiff, and **Olivier, Matthys Machiel Lodewickus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the salesrooms of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, on 6 August 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the salesroom of the Sheriff, 182 Progress Avenue, Technikon, Roodepoort, prior to the sale:

Erf 2922, Witpoortjie, Extension 15 Township, Registration Division IQ, Transvaal, 550 Clanwilliam Street, Extension 15, Witpoortjie, measuring 727 (seven two seven) square metres, held by Deed of Transfer T3927/1988.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of three bedrooms, two bathrooms, lounge, family room, dining-room, kitchen, swimming-pool and double 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).

Dated at Johannesburg this 1st day of July 1993.

Van der Walt & Moll Inc., Plaintiff's Attorneys, 312 Volkskas Building, 76 Market Street, Johannesburg. (Tel. 834-1517.) (Ref. D159.)

Saak 2488/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bpk.,** handeldrywende as United Bank, Eiser, en **Melchoir Jacobus Willmans,** Eerste Verweerder, en **Cosette Willmans,** Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof, Evander, en lasbrief vir eksekusie gedateer 26 Junie 1993, sal die eiendom hieronder genoem verkoop word in eksekusie op 4 Augustus 1993 om 12:00, by die Baljukantore, Evander, aan die hoogste bieër vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, enkelgarage en bediendekamer met toilet.

Eiendom: Gedeelte 5 van Erf 5379, Secunda-uitbreiding 2-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 972 (negehonderd twee-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T26292/1990, geleë te Lateganstraat 11, Secunda-uitbreiding 2.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieër vir kontant.

Gedateer te Secunda op 6 Julie 1993.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/A.315.)

Saak 941/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bpk.** (handelende as United Bank), Eiser, en **Mohammed Omer Alie,** Eerste Verweerder, en **Una Jennifer Alie,** Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 17 Maart 1993, sal die eiendom hieronder genoem verkoop word in eksekusie op 4 Augustus 1993 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieër vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, opwaskamer, drie slaapkamers, badkamer, enkelmotorhuis.

Eiendom: Erf 2654, Kinross-uitbreiding 17-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 640 (seshonderd en veertig) vierkante meter, gehou kragtens Akte van Transport T22002/1986, geleë te Loeriestraat 31, Thistle Grove, Kinross-uitbreiding 17.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieër vir kontant.

Gedateer te Secunda op 6 Julie 1993.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/A.241.)

Saak 2311/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA Bank Bpk.** (handelende as United Bank), Eiser, en **Mark William Brider,** Eerste Verweerder, en **Zahn Laetitia Brider,** Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 21 Junie 1993, sal die eiendom hieronder genoem verkoop word in eksekusie op 4 Augustus 1993 om 12:00, by die Balju se kantore, Evander, aan die hoogste bieër vir kontant, naamlik:

Eiendomsbeskrywing: Ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, vier slaapkamers, twee badkamers elk met stort, bad en toilet, aparte toilet, woonstel aan huis met twee kamers en toilet, twee garages.

Eiendom: Erf 1631, Secunda-uitbreiding 2-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 748 (sewehonderd agt-en-veertig) vierkante meter, gehou kragtens Akte van Transport T24288/1991, geleë te Archbellstraat 9, Secunda-uitbreiding 2.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieër vir kontant.

Gedateer te Secunda op 6 Julie 1993.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou, Posbus 48, Secunda, 2302. (Verw. Jacobs/RE/A.307.)

Saak 457/92

IN DIE LANDDROSHOF VIR DIE DISTRIK CULLINAN GEHOU TE CULLINAN

In die saak tussen **Volkskas Bank,** 'n afdeling van ABSA Bank Bpk., Eiser, en **mev. M. M. Prinsloo,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 16 September 1992, en daaropvolgende lasbrief vir eksekusie, die hierna gemelde eiendom op 13 Augustus 1993 om 11:00, te Landdroskantore, Cullinan, geregtelik verkoop sal word, naamlik:

Gedeelte 61 (gedeelte van Gedeelte 21) van die plaas Rietfontein 366, Registrasieafdeling JR, Transvaal, groot 8,5653 (agt komma vyf ses vyf drie) hektaar, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspruit op hede die 1 Julie 1993.

Wessel Ebersohn, Cilliersgebou, Krugerstraat, Bronkhorstspruit; Posbus 160, Bronkhorstspruit, 1020. [Tel. (01212) 20057/8/9.] (Verw. DV/X122.)

Case 157/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Petrus Kwenane Rampou,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville, and writ of execution dated 23 February 1993, the following property will be sold in execution on 30 July 1993 at 11:00, at the Magistrate's Office, Kerk Street, Fochville, to the highest bidder, viz: All the Defendant's right, title and interest in and to his/her right of leasehold in respect of:

Erf 3365, Wedela Extension 1, Township, Registration Division IQ, Transvaal, in extent 253 (two hundred and fifty-three) square metres, for residential purposes, held by the defendant under certificate of Registered Grant of Leasehold TL87/1991, known as The Property, Erf 3365, Wedela, upon which is erected a detached single-storey dwelling, said to consist of two bedrooms, bathroom, kitchen and lounge/dining-room. No guarantee is however given in respect of the aforegoing description.

Terms: R5000 (five thousand rand) cash (or bank-guaranteed cheque for the said amount in favour of the Sheriff for Potchefstroom Magisterial District) at the time of the sale and the balance against registration of transfer to be secured by an approved bank or building society guarantee to be delivered within 21 (twenty-one) days, the purchaser to pay transfer costs, rated 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, Magisterial District of Potchefstroom, 71 5th Street, Fochville, and at the office of the Plaintiff's attorneys. The Plaintiff is prepared to consider the granting of a bond to an approved purchaser.

Oosthuizen & Roeland, Plaintiff's Attorneys, 51 President Street, Fochville. (Ref. PO/rs/A8202.)

Case 636/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mabyane Solomon Mokone,** First Defendant, and **Mosupye Sarah Mokone,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville, and writ of execution, dated 24 May 1993, the following property will be sold in execution on 30 July 1993 at 11:00, at the Magistrate's Office, Kerk Street, Fochville, to the highest bidder, *viz*:

All the Defendants' right, title and interest in and to their right of leasehold in respect of Erf 1330, Wedela, Registration Division IQ, Transvaal, in extent 364 (three hundred and sixty-four) square metres, for Residential purposes, held by the Defendants under Certificate of Registered Grant of Leasehold TL36149/90, known as the property, Erf 1330, Wedela, upon which is erected a detached single-storey dwelling said to consist of three bedrooms, two bathrooms, kitchen, lounge, dining-room and study. The outbuildings consist of garage.

No guarantee is however given in respect of the aforegoing description.

Terms: R5 000 cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Potchefstroom Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rated etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Potchefstroom Magisterial District, 71 Fifth Street, Fochville, and at the office of the Plaintiff's attorneys.

The Plaintiff is prepared to consider the granting of a bond to an approved purchaser.

Oosthuizen & Roeland, Plaintiff's Attorneys, 51 President Street, Fochville. (Ref. PPO/rs/A 5369.)

Case 262/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Zama Ntshulana,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville, and writ of execution, dated 12 March 1993, the following property will be sold in execution on 30 July 1993 at 11:00, at the Magistrate's Office, Kerk Street, Fochville, to the highest bidder, *viz*:

All the Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 3196, Wedela Extension 1, Registration Division IQ, Transvaal, in extent 191 (one hundred and ninety-one) square metres, for Residential purposes, held by the Defendant under Certificate of Registered Grant of Leasehold TL26901/90, known as Erf 3196, Wedela Extension 1, upon which is erected a detached single-storey dwelling said to consist of three bedrooms, bathroom, kitchen and lounge/dining-room.

No guarantee is however given in respect of the aforegoing description.

Terms: R5 000 cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Potchefstroom Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rated etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Potchefstroom Magisterial District, 71 Fifth Street, Fochville, and at the office of the Plaintiff's attorneys.

The Plaintiff is prepared to consider the granting of a bond to an approved purchaser.

Oosthuizen & Roeland, Plaintiff's Attorneys, 51 President Street, Fochville. (Ref. PPO/rs/A 8358.)

Case 327/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Kholisile Ndobata,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville, and writ of execution, dated 16 March 1993, the following property will be sold in execution on 30 July 1993 at 11:00, at the Magistrate's Office, Kerk Street, Fochville, to the highest bidder, *viz*:

All the Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 3090, Wedela Extension 1, Registration Division IQ, Transvaal, in extent 203 (two hundred and three) square metres, for Residential purposes, held by the Defendant under Certificate of Registered Grant of Leasehold TL19938/91, known as the property, Erf 3090, Wedela, upon which is erected a detached single-storey dwelling said to consist of two bedrooms, bathroom, kitchen and lounge/dining-room.

No guarantee is however given in respect of the aforegoing description.

Terms: R5 000 cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Potchefstroom Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rated etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Potchefstroom Magisterial District, 71 Fifth Street, Fochville, and at the office of the Plaintiff's attorneys.

The Plaintiff is prepared to consider the granting of a bond to an approved purchaser.

Oosthuizen & Roeland, Plaintiff's Attorneys, 51 President Street, Fochville. (Ref. PPO/rs/A 8400.)

Case 1374/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT FOCHVILLE

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **David Osther Ngomane,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Fochville, and writ of execution, dated 25 November 1992, the following property will be sold in execution on 30 July 1993 at 11:00, at the Magistrate's Office, Kerk Street, Fochville, to the highest bidder, *viz*:

All the Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 3539, Wedela Extension 1, Registration Division IQ, Transvaal, in extent 263 (two hundred and sixty-three) square metres, for Residential purposes, held by the Defendant under Certificate of Registered Grant of Leasehold TL35213/91, known as the property, Erf 3539, Wedela, upon which is erected a detached single-storey dwelling said to consist of two bedrooms, bathroom, kitchen and lounge/dining-room.

No guarantee is however given in respect of the aforegoing description.

Terms: R5 000 cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Potchefstroom Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rated etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Potchefstroom Magisterial District, 71 Fifth Street, Fochville, and at the office of the Plaintiff's attorneys.

The Plaintiff is prepared to consider the granting of a bond to an approved purchaser.

Oosthuizen & Roeland, Plaintiff's Attorneys, 51 President Street, Fochville. (Ref. PPO/rs/A 7083.)

Saak 1556/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Johan Louw Roode,** Eerste Verweerder, en **Geraldine Besbe Roode,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 11 Mei 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 4 Augustus 1993 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 1846, Uitbreiding 2, Secunda, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal.

Adres: Broadbentstraat 20, Secunda.

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

Groot: 744 (sewe vier vier) vierkante meters.

Geteken te Secunda op hede hierdie 5de dag van Julie 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Bekker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 1557/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Mantene Elias Memane,** Eerste Verweerder, **Nowandile Christinah Memane,** Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 11 Mei 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaars op 4 Augustus 1993 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 8593, Uitbreiding 12, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

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

Groot: 219 (twee een nege) vierkante meters.

Geteken te Secunda op hede hierdie 5de dag van Julie 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 1963/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

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

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 25 Mei 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar, op 4 Augustus 1993 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 3718, Uitbreiding 8, Secunda, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal.

Adres: Maroelastraat 21, Secunda, beskrywing van eiendom: Drie slaapkamers, kombuis, garage, een en 'n half badkamers en sitkamer.

Groot: 936 (nege drie ses) vierkante meters.

Geteken te Secunda op hede hierdie 5de dag van Julie 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 4712/91

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Petrus Pondo Mahlangu,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 24 Februarie 1992, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 4 Augustus 1993 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 5119, Uitbreiding 9, Embalenhle, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

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

Groot: 416 (vier een ses) vierkante meters.

Geteken te Secunda op hede hierdie 5de dag van Julie 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 617/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **John Booth,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 17 Mei 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 4 Augustus 1993 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 1248, Evander-uitbreiding 2, geleë in die dorp Evander, Registrasieafdeling IS, Transvaal.

Adres: Salonicastraat 18, Evander.

Beskrywing van eiendom: Drie slaapkamers, kombuis, eetkamer, twee badkamers, sitkamer en motorhuis, groot 1 038 (een nul drie agt) vierkante meter.

Geteken te Secunda op hede hierdie 5de dag van Julie 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 1555/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Ronald Sands,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 11 Mei 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 4 Augustus 1993 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 4843, Secunda-uitbreiding 16, geleë in die dorp Secunda, Registrasieafdeling IS, Transvaal.

Adres: Wintershoekstraat 14, Secunda.

Beskrywing van eiendom: Vier slaapkamers, kombuis, familiekamer, eetkamer, een en 'n half badkamers, sitkamer, motorhuis en swembad, groot 835 (agt drie vyf) vierkante meter.

Geteken te Secunda op hede hierdie 5de dag van Julie 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 1559/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Veli Alfred Nsibande,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 11 Mei 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 4 Augustus 1993 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 4206, Embalenhle-uitbreiding 5, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer, groot 316 (drie een ses) vierkante meter.

Geteken te Secunda op hede hierdie 5de dag van Julie 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 1558/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Msondesi Jim Radebe,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 11 Mei 1993 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 4 Augustus 1993 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Gedeelte 8 van Erf 2287, Embalenhle-uitbreiding 8, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Twee slaapkamers, kombuis, badkamer en sitkamer, groot 320 (drie twee nul) vierkante meter.

Geteken te Secunda op hede hierdie 5de dag van Julie 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 1817/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Bpk.**, Eiser, en **Bashisa Eckson Sohlabela,** Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 18 Mei 1993, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 4 Augustus 1993 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 4705, Embalenhle-uitbreiding 9, geleë in die dorp Embalenhle, Registrasieafdeling IS, Transvaal.

Beskrywing van eiendom: Drie slaapkamers, kombuis, badkamer en sitkamer, groot 510 (vyf een nul) vierkante meter.

Geteken te Secunda op hede hierdie 5de dag van Julie 1993.

A. J. G. Viljoen, vir Vos, Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Secunda, 2302. (Tel. 31-2550.)

Saak 3882/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Bpk.**, Eiser, en **John Sidney Mepham,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op Vrydag, 30 Julie 1993 om 10:00, deur die Balju vir die Hooggeregshof, Phalaborwa, gehou by die Landdroskantore, Sealeneweg, Phalaborwa, aan die hoogste bieder:

Erf 1004, Phalaborwa-uitbreiding 2, Registrasieafdeling LU, Transvaal, groot 1 284 (eenduisend tweehonderd vier-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T32260/91, onderhewig aan die voorwaardes daarin vervat en meer spesifiek tot die voorbehoud van mineraleregte.

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

Straatadres: Krugerstraat 2, Phalaborwa.

Verbeteringe: Woonhuis met metaaldak, mat- en teëlvloerbedekking bestaande uit ingangsportaal, sitkamer, eetkamer, studeerkamer, kombuis, waskamer, drie slaapkamers, twee badkamers, buitetoilet, motorafdak, draadomheining, sementplaveisel en vinielswembad.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Phalaborwa, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Phalaborwa, Mediese Sentrum 16, Tambotiestraat, Phalaborwa.

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

F. M. Nel, vir Truter & Wessels, Prokureur vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/SD 277/RO.)

Saak 8125/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Mogoshanyana Frans Madisha,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op Dinsdag, 27 Julie 1993 om 13:00, deur die Balju vir die Hooggeregshof, Ekangala, gehou by die Landdroskantore, Ekangala, aan die hoogste bieder:

Erf 3587, Ekangala D, in die distrik Mkobola, groot 256 (tweehonderd ses-en-vyftig) vierkante meter, gehou kragtens Akte van Grondbrief 20/91.

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

Straatadres: Huis 3587, Ekangala D.

Verbeteringe: Woonhuis met teëldak, mat- en teëlvloerbedekking bestaande uit familiekamer, kombuis, twee slaapkamers, badkamer en draadomheining.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Ekangala, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Ekangala.

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

F. M. Nel, vir Truter & Wessels, Prokureur vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S 480/RO.)

Saak 9258/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Bpk.,** Eiser, en **Tjaart Petrus van Zyl,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op Vrydag, 6 Augustus 1993 om 08:30, deur die Balju vir die Hooggeregshof, Brits, gehou by die Balju vir die Hooggeregshof, Brits, Ludorfstraat 46, Brits, aan die hoogste bieder:

Gedeelte 32 (gedeelte van Gedeelte 4) van die plaas Syferfontein 483, Registrasieafdeling JQ, Transvaal, groot 9,4219 (nege komma vier twee een nege) hektaar, gehou kragtens Akte van Transport T82111/88, onderhewig aan die voorwaardes en serwitute daarin vervat.

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

Straatadres: Van der Hoffstraat, Plot 32, Syferfontein.

Verbeteringe: Tweeslaapkamerwoonhuis met stoor, boorgat (nie toegerus nie), watertenk op toring, werkershuis, Eskom-krag en geen geiser.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Brits, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die Balju vir die Hooggeregshof, Brits, Ludorfstraat 46, Brits.

Geteken te Pretoria op die 1ste dag van Julie 1993.

F. M. Nel, vir Truter & Wessels, Prokureur vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/SD25/RO.)

Case 4985/92

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

In the matter between **The Town Council of Springs,** Plaintiff, and **H. S. Faurie,** 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, 30 July 1993 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 244, Pollak Park Extension 4 Township, Registration Division IR, Transvaal, measuring 1 560 (one thousand five hundred and sixty) square metres, also known s 32 Oasis Street, Pollak Park Extension 4, Springs.

Description of property: Vacant stand.

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

Dated at Springs on this the 2nd day of July 1993.

H. F. Delport, of Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. SH/S3892.)

Saak 8555/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.,** Eiser, en **S. Main,** Eerste Verweerder, **A. J. van Niekerk,** Tweede Verweerder, en **D. Ferreira,** Derde Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 17 Augustus 1992, sal 'n verkoping gehou word op 6 Augustus 1993 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 1071, Witpoortjie-uitbreiding 1, groot 1 591 (eenduisend vyfhonderd een-en-negentig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T47522/91.

Die eiendom is gesoneer Residensieel 1, en is geleë te 182 Drommedarisstraat, Witpoortjie-uitbreiding 1, en bestaan uit 'n sitkamer, eetkamer, badkamer, drie slaapkamers, gang, kombuis, bediendekamer, enkelmotorhuis en teëldak met gepleisterde mure en staalvenster, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 7de dag van Julie 1993.

H. C. Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/241/92/BM764.)

Saak 16867/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **R. G. Day**, Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 21 Januarie 1993, sal 'n verkoping gehou word op 6 Augustus 1993 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Erf 3911, Weltevredenpark-uitbreiding 3, groot 688 (seshonderd agt-en-tagtig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T18139/90.

Die eiendom is gesoneer Residensieel 1, en is geleë te 731 Vaaljakkalsstraat, Weltevredenpark-uitbreiding 3, en bestaan uit 'n sitkamer, gesinskamer, eetkamer, twee badkamers, vier slaapkamers, gang, kombuis en bediendekamer met teëldak met steenmure en staalvensters, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 7de dag van Julie 1993.

H. C. Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/363/92/BD500.)

Saak 16865/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS Bank Bpk.**, Eiser, en **T. Viljoen**, Eerste Verweerder, en **P. S. Viljoen**, Tweede Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 1 Februarie 1993, sal 'n verkoping gehou word op 6 Augustus 1993 om 10:00, by die verkooplokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju, Roodepoort, gelees sal word ten tye van die verkoping, welke voorwaardes by die Baljukantoor, Roodepoort, ter insae sal lê:

Gedeelte 25 van Erf 4312, Weltevredenpark-uitbreiding 30, groot 658 (seshonderd agt-en-vyftig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T38457/92.

Die eiendom is gesoneer Residensieel 1, en is geleë te Kloofhoutstraat 879, Weltevredenpark-uitbreiding 30, en bestaan uit 'n sitkamer, badkamer, drie slaapkamers, gang en kombuis met 'n teëldak, baksteenmure en staalvensters, alhoewel geen waarborg in hierdie verband gegee word nie.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Progresslaan 182, Technikon, Roodepoort.

Gedateer te Roodepoort op die 7de dag van Julie 1993.

H. C. Coetzee, Eiser se Prokureurs, Eerste Verdieping, NBS-gebou, Kerkstraat, Posbus 303, Roodepoort. (Tel. 760-1065.) (Verw. HCC/LE/359/92/BV861.)

Saak 4363/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **Allied Bank Bpk.**, Eksekusieskuldeiser, en **Mpande David Mamba**, Eksekusieskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 20 Januarie 1993, word die hiernavermelde eiendom op Vrydag, 6 Augustus 1993 om 10:00, voor die landdroskantoor, Jan van Riebeeckstraat, Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Gedeelte 115 van Erf 899, geleë in die dorp Wesselton, Ermelo, Registrasieafdeling IT, Transvaal, groot 317 (driehonderd-en-sewentien) vierkante meer, gehou kragtens Akte van Transport TL59443/91 (ook bekend as Mathambamastraat 15, Wesselton). Verbeterde eiendom.

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

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

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

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

Geteken te Ermelo op hierdie 1ste dag van Julie 1993.

B. J. Wheeler, vir Dr. M. M. Nolte, De Clercqstraat 11, Ermelo. (Verw. mev. Adlam/A.3114.)

Case 6781/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Ltd,** Plaintiff, and **Peens Jan Christiaan,** Defendant

In execution of a judgment, of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg, on Wednesday, 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 175, Petervale Extension 4 Township, Registration Division IR, Transvaal, area 1 027 square metres, situation 20 Herbert Road, Petervale Extension 4, Sandton.

Improvements (not guaranteed): Single storey brick dwelling under corrugated iron roof, lounge, dining-room, kitchen, two bedrooms, bathroom, toilet, fitted carpets/tiles, single garage, Corbel paved driveway and concrete walled boundary.

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

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

P. le Mottee, for Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Small Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/N3154.)

Saak 2970/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

in die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06), Eiser, en **M. Bakada,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 22 Mei 1992, sal die ondervermelde eiendom op 11 Augustus 1993 om 10:00, aan die hoogste bieër by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 11364, Kagiso-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 566 (vyfhonderd ses-en-sestig) vierkante meter, ook bekend as Erf 11364, Kagiso-uitbreiding 6, 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 bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang, kombuis, gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:* Tien persent (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 19% (negentien 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 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 1ste dag van Julie 1993.

Willem C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 17, Krugersdorp. (Tel. 953-1026.) (Verw. WVR/LM/IN1597/N159.)

Case 1734/92

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

In the matter between **NBS Bank Ltd,** formerly known as Natal Building Society Ltd, Plaintiff, and **Mosa Lesley Kgoedi,** First Defendant, and **Kedibone Anna Kgoedi,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, and writ of execution dated 3 June 1993, the property listed hereunder will be sold in execution on 6 August 1993 at 11:15, at the Sheriff's Office, 182 Leeupoort Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 208, Vosloorus Extension 8 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, held under Certificate of Registered Grant of Leasehold TL5598/1990, dated 14 February 1990, and situated at 208 Vosloorus Extension 8, Boksburg.

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

A single storey plastered and painted residence, under tiled and concrete roof, comprising lounge, kitchen, three bedrooms, bathroom, toilet and buildings comprising of nil.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of sale, the balance together with interest at 21% (twenty-one per cent) per annum, subject to variation in terms of the rates charged by the Plaintiff from time to time, payable against registration of transfer.

2. Auctioneer's charges, payable on the day of sale, to be calculated on the applicable rate.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Bedfordview on this the 1st day of July 1993.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Plaintiff's Attorneys, Seventh Floor, Beford Centre, Smith Street, Bedford Gardens, Bedfordview, 2008; P.O. Box 75090, Gardenview, 2047. (Tel. 616-4379/4354.) (Ref. M. D. Yammin/eg LN0908.)

Saak 1342/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Shali Charles Sindane,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 27 April 1993, sal die ondervermelde eiendom op 4 Augustus 1993 om 10:00, aan die hoogste bieër by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 13765, Kagiso-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, ook bekend as Erf 13765, Kagiso-uitbreiding 8, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

1.1 Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

1.2 Die voorwaardes van die sertifikaat van geregistreerde huurpag.

1.3 Die volledige verkoopvoorwaardes, en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping met sitkamer, badkamer, drie slaapkamers, gang en kombuis. Gevestigde tuin, omheining, dak, mure en vensters.

3. *Terme:* Tien persent (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 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 bouvereinigingwaarborg 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 29ste 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/IS1674/S216.)

Case 13872/92

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

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Graham Everton,** Defendant

In execution of a judgment of the above Honourable Court dated 8 December 1992, the following property will be sold in execution on Friday, 6 August 1993 at 09:00, at the Magistrate's Court, Kerk Street, Nigel:

Holding 46, Sonstraal Agricultural Holdings, Registration Division IR, Transvaal, measuring 1,7129 (one comma seven one two nine) hectares, also known as 46 Sam Smith Avenue, Sonnestraal, Nigel.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale and the unpaid balance, together with the interest thereon at the rate stipulated in the first mortgage bond registered against the property, to date of payment within 14 (fourteen) days to be paid or secured by an approved bank or building society guarantee.

Conditions: The full conditions of sale which will be read by the Sheriff, Magistrate's Court, Nigel, immediately prior to the sale may be inspected at the Sheriff's Office at 29 Third Avenue, Nigel.

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

M. Levine & Freedman, 201–5 United Building, 177 President Street, Germiston. [Ref. Mr Freedman/OS/50171(G)]

Case 1019/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Nicolaas Johannes van Zyl,** First Defendant, and **Adriana Albertus van Zyl,** Second Defendant

Be pleased to take notice that on 2 August 1993 at 10:00, a public auction sale will be held at Du Pisanie Building, corner of Joubert and Meyer Streets, Germiston, at which the Sheriff of the Magistrate's 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:

Certain Section 18, as shown and more fully described on Sectional Plan SS15/1988, in the building or buildings known as Elandshof (now known as Golden Grove), situated at Georgetown Township, in the area of the Local Authority of which section the floor area according to the sectional plan is 112 square metres. 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 mortgage section in accordance with the participation quota of the mortgaged section, measuring 112 (one hundred and twelve) square metres, held by virtue of Title Deed ST15/1988(18), also known as D2 Golden Grove, corner of Leipoldt and Oosthuizen Streets, Germiston.

Improvements reported: Kitchen, lounge/dining-room, three bedrooms and one and a half bathrooms (which are not warranted to be correct and are not guaranteed) (hereinafter referred to as the property).

The property shall be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944, as amended, regarding to bond holders, as other preferent creditors subject to payment 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 the sale and interest on the unpaid balance at the current building society rate of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within 14 (fourteen) days of the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Du Pisanie Building, corner of Joubert and Meyer Streets, Germiston.

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

M. Berenson, for Huftel Klawansky & Farber, Eighth Floor, Standard Towers, 247 President Street, Germiston. (Tel. 873-9250.) (Ref. BEF/Mrs J. Nadin/N017/92.)

Case 12715/90

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Isaac Setlogelo,** Defendant

On 11 August 1993 at 10:00, a public auction will be held at Johria Court, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's right, title and interest in certain Site 1798, Likole Extension 1 Township, also known as Site 1798, Likole Extension 1, Katlehong, measuring 288 (two hundred and eighty-eight) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A partly completed house consisting of three bedrooms, bathroom, kitchen, lounge and dining-room. Floors, plumbing and electrical wiring needs to be completed.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (whichever is the greater) together with 4% (four per cent) Sheriff's commission and 10% (ten per cent) VAT immediately after the sale and the balance of the price and interest shall, within fourteen days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Alberton this the 24th day of June 1993.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr du Plessis/AS/3747/NEDC/S.)

Case 12628/90

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Isaac Setlogelo,** Defendant

On 11 August 1993 at 10:00, a public auction will be held at Johria Court, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's right, title and interest in certain Site 1777, Likole Extension 1 Township, also known as Site 1777, Likole Extension 1, Katlehong, measuring 280 (two hundred and eighty) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A vacant stand.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or (R1 000) one thousand rand (whichever is the greater) together with 4% (four per cent) Sheriff's commission and 10% (ten percent) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantees payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Alberton this the 24th day of June 1993.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr Du Plessis/AS/3744/NEDC/S.)

Case 4055/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Ltd,** Plaintiff, and **Mitchell Trevor Edward,** First Defendant, and **Mitchell Dawn Doreen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 3 August 1993 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain Erf 635, Sharonlea Extension 16 Township, Registration Division IQ, Transvaal, area 1 028 square metres, situation 635 Raasblaar Street, Sharonlea Extension 16, Randburg.

Vacant land.

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

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

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. le Mottee/N3132.)

Case 6733/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Bankorp Ltd,** trading as Trustbank, Execution Creditor, and **Ben-Paul Properties (Pty) Ltd,** Execution Debtor

In pursuance of a judgment of the Magistrate's Court, Kempton Park, and a warrant of execution dated 26 February 1993, the following property will be sold in execution by Libra Auctioneers CC, of Third Floor, Flora Centre, Ontdekkers Road, Florida, on Thursday, 5 August 1993 at 12:00, and from the premises of the said immovable property, namely:

Portion 36 (a portion of Portion 28), of the farm Vlakfontein 30, Registration Division IR, Transvaal, measuring 2,0235 (two comma nought two three five) hectare, held under Deed of Transfer T9970/1985, and also known as Road 4, Portion 36 (a portion of Portion 28), Norton's Home Estates, Benoni.

Material conditions of sale are:

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

2. The following improvements on the property are reported, but nothing is guaranteed:

(a) *Dwelling-house* (formerly used as offices), consisting of verandah, lounge, dining-room, kitchen, bathroom and covered parking.

(b) *Display room* (formerly camp pride), with two offices and toilets.

(c) *Factory:* Steel and galvanised iron construction which could be utilised for storage purposes, measuring approximately 8 000 square metres.

(d) *Display room* (formerly Beira properties), with two offices and toilets.

(e) *Store-room* and/or recreational area with two toilets, showers and kitchen.

(f) *Factory:* Steel and galvanised iron construction which could be utilised for storage purposes, measuring approximately 1 600 square metres.

(g) *Store-room:* Adjacent to the factory mentioned in (f) above, measuring approximately 550 square metres.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 21,75% (twenty-one comma seven five per cent) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Benoni, at Second Floor, Room 214, Arcadia Building, 84 Princess Avenue, Benoni, Tel (011) 422-3668/9.

Dated at Germiston on the 30th day of June 1993.

C. Mey, for Steenkamp, Du Plessis, Mey & Partners, Execution Creditor's Attorneys, Fourth Floor, Trust Bank Centre, corner of Victoria and Odendaal Streets; P.O. Box 593, Germiston, 1400. (Ref. 4081/E. Schoeman.)

Case 1895/93

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

In the matter between **Bank of Lisbon International Ltd,** Plaintiff, and **L G S Rabbiter CC,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court, granted on 15 April 1993, and subsequent warrant of execution, the following property will be sold in execution on 30 July 1993 at 10:00, at the offices of the Magistrate, Vereeniging, 41A Beaconsfield Avenue, namely:

Holding 14, Homelands Agricultural Holdings, also known as Holding 14, Homelands, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 41A Beaconsfield Avenue, Vereeniging, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of 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 Vereeniging on the 29th day of June 1993.

McLoughlin, Porter & Venter Ing., 31 Merriman Avenue, Vereeniging; P.O. Box 931, Vereeniging, 1930. [Tel. (016) 22-5161.] (Ref. LS/FL0005.)

Case 945/93

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 **Mxolisi David Zondi,** First Defendant, and **Mapula Francina Zondi,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 11 March 1993 the following property will be sold in execution on 11 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 Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 968, Kagiso Township, Registration Division IQ, Transvaal, in extent 255 (two hundred and fifty-five) square metres, for Residential purposes.

Held by the Defendant/s under Certificate of Registered Grant of Leasehold TL27071/1990, known as Erf 968, Kagiso Township, Krugersdorp, upon which is erected a single storied detached dwelling under tile roof consisting of three bedrooms, bathroom, kitchen and lounge/dining-room. No guarantee is however given in respect of the foregoing description.

Terms: R5 000 or 10% (ten per cent) of the purchase price (whichever shall be the greater), in cash (or a bank guaranteed cheque for the said amount in favour of the Sheriff for Kurgersdorp 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 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 Magisteriai 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 2702/93

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 **Seipei Christina Seforo,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 21 May 1993, the following property will be sold in execution on 11 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 Defendant's right, title and interest in and to his/her right of leasehold in respect of Erf 14005, Kagiso Extension 10 Township, Registration Division IQ, Transvaal, in extent 140 (one hundred and forty) square metres, for Residential purposes.

Held by the Defendant/s under Certificate of Registered Grant of Leasehold TL56158/92, known as Erf 14005, Kagiso Extension 10 Township, Krugersdorp, upon which is erected a single storied detached dweling 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: R5 500 or 10% (ten per cent) of the purchase price (whichever shall be 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 transfer to be secured by an approved banker's or building society guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for 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 946/93

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 **Elias Mokokoe,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 11 March 1993, the following property will be sold in execution on 11 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 Defentant's right, title and interest in and to his/her right of leasehold in respect of Erf 12198, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, in extent 408 (four hundred and eight) square metres, for Residential purposes, held by the Defendant/s under Deed of Transfer TL48359/1992, known as Erf 12198, Kagiso Extension 6 Township, 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 400 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank-guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District) at the time of the sale and the balance against registration of the transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp and at the 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 & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 8184/92

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 **James Johannes Lizamore,** First Defendant, and **Idalette Lizamore,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution the following property will be sold in execution on 1 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:

Portion 71 (a portion of Portion 52) of the farm Hillside 170, Registration Division IQ, Transvaal, in extent 8,5653 (eight comma five six five three) hectares, held by the Defendant/s under Deed of Transfer T40672/1987, known as Portion 71 (a portion of Portion 52) farm Hillside 170, District Krugersdorp, upon which is erected a detached single storied dwelling under iron roof consisting of three bedrooms, bathroom, kitchen, dining-room and lounge. The outbuildings comprise a single garage and servant's quarters. There is a borehole on the property. No guarantee is however given in respect of the foregoing description.

Terms: R11 500 or 10% (ten per cent) of the purchase price (whichever shall be the greater) in cash (or a bank guaranteed cheque for the said amount in favour of the Sheriff for Krugersdorp Magisterial District), at the time of the sale and the balance against registration of 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 cost, 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 & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 2179/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Adam Ally,** First Defendant, and **Toulefah Ally,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Westonaria, district of Westonaria, and writ of execution dated 13 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:

Erf 1438, Lawley Extension 1, Township, Registration Division IQ, Transvaal, in extent 448 (four hundred and eighty-four) square metres, held by Deed of Transfer T42008/1990, situated at 1438 Musselcracker Crescent, Lawley, Extension 1.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling under tiled roof comprising of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

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 1st day of July 1993.

S. W. Kruger, for Truter Crous Wiggil & Vos, United Building, 88 Briggs Street, Westonaria. (Tel. 753-1188.) (Ref. Mr Kruger/eb/NC42.)

Case 3265/93
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS Bank Ltd,** Plaintiff, and **Viviers, George Darryl,** First Defendant, and **Viviers, Linda Margaret,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa, (Witwatersrand Local Division), in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, on Friday 6 August 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 prior to the sale at the offices of the Sheriff, Roodepoort:

Being stand 4045, Weltevredenpark Extension 30 (1233 Ringtennis Street, Weltevredenpark Extension 30), measuring 1 086 (one thousand and eighty-six) square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T20842/90.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling-house under tiled roof consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms, shower, two toilets, family room, TV-room and flatlet.

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

Auctioneer's charges, payable on the day of 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 charge R100 (one hundred rand).

Dated at Johannesburg this 1st day of July 1993.

B. S. Fourie, for Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg; c/o Hugo Venter, Fourth Floor, Himont House, 80 Jorissen Street, Braamfontein. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case 01449/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (formerly known as Nedperm Bank Ltd) (Reg. No. 51/00009/06), Plaintiff, and **Johannes Michael Sathekge,** Defendant

In execution of a judgment of the Supreme Court of South Africa, (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Elna Randhof, corner Selkirk Avenue & Blairgowrie Avenue, Randburg, 3 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 sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 251, Sharonlea Township, Registration Division IQ, Transvaal, area 904 (nine hundred and four) square metres, situated at 47 Ebbehout Street, Sharonlea, Randburg.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, two carports, swimming-pool with pre-cast and brick walls around the property.

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

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.)

Case 08871/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (formerly known as Nedperm Bank Ltd) (Reg. No. 51/00009/06), Plaintiff, and **Suliman Ebrahim Nosarka,** 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, Magistrate's Court, President Steyn Street, Westonaria, on 6 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 676, Lenasia South Extension 1, Township, Registration Division IQ, Transvaal, area 400 (four hundred) square metres, situated at 676 Cromwell Street, Lenasia South Extension 1, Westonaria.

Improvements (not guaranteed): A house under tile roof consisting of three bedrooms, bathroom with separate toilet, lounge, kitchen with pre-cast walls and wire fencing 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 (fourteen) days from the date of sale. Auctioneer's charges payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum), to a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on the 29th 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 7156-027.)

Case 22317/91

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

In the matter between **Nedcor Bank Ltd,** No. 51/00009/06, formerly known as Nedperm Bank Ltd, Plaintiff, and **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 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per centum), to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this the 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 26932/92

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

In the matter between **Nedcor Bank Ltd,** No. 51/00009/06, formerly known as Nedperm Bank Ltd, Plaintiff, and **Peter Guy Rupert Simondwood,** 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 5 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 892, Yeoville Township, Registration Division IR, Transvaal, area 495 square metres, situation 47 Frances Street, Yeoville, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room/entrance-hall, garage, servants' quarters and ablutions with brick walls around the property.

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

Dated at Johannesburg on this the 30th 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 7157-005.)

Case 32117/92
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 **Prinsloo Jan Andries,** First Defendant, and **Prinsloo Manda,** 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, 6 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort.

Erf 140, Wilropark Township, Registration Division IQ, Transvaal, measuring 2 733 m^2, held by the Defendants under Deed of Transfer T4715/1985, being 30 Naboom Street, Wilropark, Roodepoort.

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

The dwelling consists of entrance-hall, lounge, dining-room, family room, study, kitchen, scullery, laundry, four bedrooms, bathroom/w.c., bathroom/shower/w.c., shower/w.c., servant's room, double garage, shower/w.c. and swimming-pool.

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

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

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z60651/FCLS/WR/Mr Brewer/djl.) (Account No. Z60651.)

Case 22215/92
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 **Oosthuizen Ardvino,** First Defendant, and **Oosthuizen Nellie 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 sales rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 6 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort.

Erf 2221, Wilropark Extension 12 Township, Registration Division IQ, Transvaal, measuring 1 100 m^2, held by the Defendants under Deed of Transfer T36819/1991, being 6 Biottie Street, Wilropark, Roodepoort.

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

The dwelling consists of entrance-hall, lounge, dining-room, study, kitchen, three bedrooms, two bathrooms/w.c., double garage and w.c.

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

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

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z53352/FCLS/WR/Mr Brewer/djl.) (Account No. Z53352.)

Case 17361/92
PH 287

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 **Mallotas, Andreas Savva,** 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, Boksburg, at 182 Leeupoort Street, Boksburg, on Friday, 6 August 1993 at 11:15, 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, Boksburg, 182 Leeupoort Street, Boksburg:

One half (1/2) share in and to Erf 11, Township of Groeneweide, Registration Division IR, Transvaal, measuring 7 977 m^2, held by the Defendant under Deed of Transfer T12678/1990, being 11 Tunny Street, Groeneweide, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of eight shops with kitchens and store-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 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 29th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Mr King/kw.) (Account No. Z49917.)

Saak 38297/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Regspersoon van Belvoir 59/80,** Eiser, en **Benjamin Pierre Botha,** Verweerder

Ingevolge 'n vonnis van bovermelde Hof en lasbrief vir eksekusie gedateer 27 Oktober 1992, sal die ondergenoemde eiendom verkoop word aan die hoogste bieder op Dinsdag, 10 Augustus 1993 om 10:00, te NG Sinodalesentrum, Visagie-straat, Pretoria:

Deel 17 (woonstel), soos getoon en volledig beskryf op Deelplan 59/80, in die gebou of geboue bekend as Belvoir, groot 102 vierkante meter, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom, soos meer volledig beskryf op die voormelde deelplan, toegeken aan die deel, kragtens die deelnemingskwota van die deel, gehou deur die Verweerder, kragtens Sertifikaat van Geregistreerde Deeltitel ST39223/90 (17) beter bekend as Belvoir 208, Jacob Marestraat 330, Pretoria, en Deel 61 (motorhuis), soos getoon en volledig beskryf op Deelplan 59/80, in die gebou of geboue bekend as Belvoir, groot 18 vierkante meter, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom, soos meer volledig beskryf op die voormelde deelplan, toegeken aan die deel, kragtens die deelnemingskwota van die deel, gehou deur die Verweerder, kragtens Sertifikaat van Geregistreerde Deeltitel ST39223/90.

Die volgende verbeterings is aangebring op die eiendom alhoewel niks gewaarborg is daaromtrent nie: Die woonstel bestaan uit twee en 'n half slaapkamers, sit- en eetkamer, badkamer kombuis en motorhuis.

Die verkoopvoorwaardes sal onmiddellik voor die aanvang van die verkoping uitgelees word en lê vir inspeksie by die kantore van die Balju, Pretoria Sentraal.

Geteken te Pretoria op hierdie 8ste dag van Julie 1993.

P. T. van der Hoven, Sesde Verdieping, Sanlamsentrum 611, Andriesstraat, Pretoria. (Verw. L610/91/SVD.)

Case 7977/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Sagari Stephens Morifi,** First Defendant, and **Seemole Andronicca Morifi,** Second Defendant

A sale in execution will be held on Thursday, 5 August 1993 at 10:00, by the Sheriff for Pretoria North West at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

All right, title and interest in the leasehold in respect of Erf 7283, in the Township of Atteridgeville, Registration Division JR, Transvaal, in extent 406 (four hundred and six) square metres, known as 77 Thindisa Street, Atteridgeville.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, three bedrooms and bathroom.

Inspect conditions at Sheriff for Pretoria North West, 203 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

MacRobert de Villiers Lunnon & Tindall Inc. (Tel. 28-6770 × 242.) (Ref. N1/B-369526/JAA/M. Oliphant.)

Saak 226/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GROBLERSDAL GEHOU TE GROBLERSDAL

In die saak tussen **Cornelius Peypers Fouche,** Eksekusieskuldeiser, en **Albertus Johannes Jacobus Myburgh** en **Susanna Jakoba Myburgh,** Eksekusieskuldenaars

Neem kennis dat kragtens 'n vonnis van die bogemelde Agbare Hof gedateer 5 Mei 1993, en 'n daaropvolgende lasbrief vir eksekusie, die ondergemelde eiendom in eksekusie verkoop sal word deur die Balju, Groblersdal, op 13 Augustus 1993 om 10:00, voor die Landdroskantoor, Groblersdal:

Gedeelte 29 ('n gedeelte van Gedeelte 22) van die plaas Haakdoorndraai 169, Registrasieafdeling JS, Transvaal, groot 30,5197 hektaar, gehou kragtens Akte van Transport T11587/91.

Die volgende besonderhede word verstrek maar nie gewaarborg nie.

Die eiendom soos hierbo genoem is geleë in die distrik Groblersdal.

Verbeterings sluit die volgende in: Baksteenwoning wat bestaan uit drie slaapkamers, sit- en eetkamer, een en 'n half badkamers, twee bediende kamers en stoorkamer.

Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van die Landdroshof (Groblersdal), Bankstraat 1, Groblersdal.

Die vernaamste verkoopvoorwaardes is as volg:

1. Die eiendom sal verkoop word aan die hoogste bieër met reserweprys.

2. Die koper sal 10% (tien persent) van die koopprys in kontant by wyse van 'n bankgewaarborgde tjek op datum van verkoping betaal. Die balans is betaalbaar teen registrasie van eiendom in naam van die koper, en moet gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg, binne 30 (dertig) dae vanaf die datum van verkoping.

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 en onderhewig aan al die voorwaardes van die transportakte en kaart (indien enige) daarvan en nóg die Eiser nóg 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 nóg die Eksekusieskuldeiser of die Eksekusieskuldenaar sal geregtig wees om aanspraak te maak op enige oorskot wat mag bestaan nie.

5. Die verkoping sal verder geskied onderhewig aan die voorwaardes en reëls soos neergelê deur die Wet op Landdroshowe, Wet No. 32 van 1944.

Geteken te Groblersdal op hierdie 6de dag van Julie 1993.

C. L. van Rooyen, vir Leon van Rooyen, Prokureur vir Eiser, Tauteslaan 14, Groblersdal. (Verw. M 1053.)

Saak 86332/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Regspersoon van Belvoir 59/80,** Eiser, en **Garth Edward Larson,** Verweerder

Ingevolge 'n vonnis van bovermelde Hof en lasbrief vir eksekusie gedateer 3 Junie 1993, sal die ondergenoemde eiendom verkoop word aan die hoogste bieder op Dinsdag, 10 Augustus 1993 om 10:00, te NG Sinodalesentrum, Visagiestraat, Pretoria:

Deel 11 (woonstel) soos getoon en volledig beskryf op Deelplan 59/80 in die gebou of geboue bekend as Belvoir, groot 92 vierkante meter, asook 'n onderverdeelde aandeel in die gemeenskaplike eiendom, soos meer volledig beskryf op die voormelde deelplan, toegeken aan die deel, kragtens die deelnemingskwota van die deel.

Gehou deur die Verweerder, kragtens Sertifikaat van Geregistreerde Deeltitel ST5911/80 en ST63886/92 (11) beter bekend as Belvoir 202, Jacob Marestraat 330, Pretoria; en

Deel 91 (motorhuis) soos getoon en volledig beskryf op Deelplan 59/80 in die gebou of geboue bekend as Belvoir, groot 16 vierkante meter, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom, soos meer volledig beskryf op die voormelde Deelplan, toegeken aan die deel, kragtens die deelnemingskwota van die deel.

Gehou deur die Verweerder, kragtens Sertifikaat van Geregistreerde Deeltitel ST5911/80 en ST63886/92.

Die volgende verbeterings is aangebring op die eiendom alhoewel niks gewaarborg is daaromtrent nie. Die woonstel bestaan uit: Twee slaapkamers, sit- en eetkamer, badkamer, kombuis en motorhuis.

Die verkoopvoorwaardes sal onmiddellik voor die aanvang van die verkoping uitgelees word en lê vir inspeksie by die kantore van die Balju, Pretoria Sentraal.

Geteken te Pretoria op hierdie 8ste dag van Julie 1993.

P. T. van der Hoven, vir P. T. van der Hoven, Prokureur, Sesde Verdieping, Sanlamsentrum 611, Andriesstraat, Pretoria. [Verw. B6/92(L)/SVD.]

Case 7802/93
PH 212

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

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Babiolakis Properties CC,** Defendant

In the execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, Fourth Floor, Standard Towers, President Street, Germiston on 5 August 1993 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the premises of the Sheriff prior to the sale, at the offices of the Sheriff, Germiston:

Portion 2 of Erf 3, Township of Oriel, Registration Division IR, Transvaal, measuring 2 668 (two thousand six hundred and sixty-eight) square metres, held by Deed of Transfer T22986/92, situated at 31 Van Buuren Road, Bedfordview, Germiston.

Improvements: Vacant stand.

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

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

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

Moss Morris Inc., Plaintiff's Attorneys, Eighth Floor, The Inner Court, 74 Kerk Street; P.O. Box 7066, Johannesburg. (Tel. 337-2121.) (Ref. Mr Greenfield/T. Kwinana/F603.)

Saak 2934/91

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

In die saak tussen **Nedperm Bank Bpk.,** Eiser, en **P. J. Seerane,** Eerste Verweerder, en **M. M. Seerane,** 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 verkopings sonder 'n reserweprys gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (noord van Saskomeule), ou Warmbadpad, Bon Accord, Pretoria-Noord, op 30 Julie 1993 om 11:00, van die ondervermelde eiendom van die Verweerder, op die voorwaardes wat deur die vendusie-afslaer gelees word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê.

Sekere eiendom: Leasehold Stand 188, Block GG, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve.

Groot: 450 (vier vyf nul) vierkante meter, gehou kragtens Akte van Transport T33736/92 (voorheen sertifikaat van reg van huurpag).

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

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 8ste dag van Julie 1993.

Coetzee Prokureurs, SALU-gebou, 15de Verdieping, hoek van Andries- en Schoemanstraat, Pretoria. (Tel. 320-8101/3/5/6.) (Verw. mnr. Coetzee/RL/159/91.)

Saak 435/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **Stadsraad van Meyerton,** Eiser, en **W. A. M. L. Steffen,** Eerste Verweerder, en **E. Steffen,** Tweede Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 29 Junie 1993 sal die ondervermelde eiendom op 5 Augustus 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: Erf 591, Rothdene (Anglerstraat 77), Registrasieafdeling IQ, Transvaal.

Groot: 1 673 (een ses sewe drie) vierkante meter.

Voorwaardes:

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

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

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 6, Meyerton en sal deur hom uitgelees word by aanvang van verkoping.

Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie: Sit-/eetkamer, drie slaapkamers, twee badkamers, kombuis met opwasplek, buitekamer en badkamer, enkelmotorhuis en motorafdak.

Aldus gedoen en geteken te Meyerton op hede die 29ste dag van Junie 1993.

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

Case 566/93

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

In the matter between **Saambou Bank Ltd,** Plaintiff, and **Mrs Eileen Elizabeth Munitich,** Defendant

On 4 August 1993 at 10:00, a public auction will be held at Johria Court, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sale:

Certain Erf 912, Brackenhurst Extension 1 Township, Registration Division IR, Transvaal, also known as 65 Holzgen Street, Brackenhurst, Alberton, measuring 1 488 (one thousand four hundred and eighty-eight) square metres.

Held: Deed of Transfer No. T11932/1992.

Improvements: The property consists of lounge, family room, dining-room, study, three bedrooms, dressing-room, bath/shower, kitchen, work room, washing-room, bar and snooker room (not guaranteed).

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, No. 1944, and the Rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the Mortgage Bond over the property held by the Plaintiff who was 19% per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price together with Sheriff's commission and 14% VAT immediately after the sale and the balance of the price and interest shall, within 30 days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Alberton on this the 5th day of July 1993.

Badenhorst-Malan, Second Floor, Stats Building, Fore Street, Alberton, 1450. (Tel. 907-2121/2.) (Ref. SJ/S236/92.)

Saak 6015/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Pieter Joosie,** Verweerder

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

Erf 1261, geleë in die dorp Wilkoppies-uitbreiding 34, bekend as Sandlerstraat 14, Wilkoppies, Registrasieafdeling IP, Transvaal, groot 1 270 (eenduisend tweehonderd-en-sewentig) vierkante meter, gehou kragtens akte van Transport T69447/91.

Bestaande uit sitkamer, portaal, eetkamer, gesinskamer, vier slaapkamers, twee badkamers met stort en toilet, aparte stort en toilet, kombuis met opwas, wassery, twee motorhuise en bediendekamer met toilet.

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% van die koopprys is onmiddellik in kontant betaalbaar.

2. Die balans koopprys met rente daarop teen 19,25% 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 8ste dag van Julie 1993.

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

Saak 10966/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA, GEHOU TE PRETORIA

In die saak tussen **Fell Ontspannings Oord BK,** Eiser, en **Trans-Africa Inns (Pty) Ltd,** Verweerder

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:

Gedeeltes 164 van die plaas Scheerpoort, 477, geleë in die area JQ Transvaal.

Terme: Tien persent (10%) van die koopprys en afslaersgelde in kontant op die dag van verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bouverenigingwaarborg tot bevrededing 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, Brits, ter insae lê.

Geteken te Pretoria op hierdie 9de dag van Julie 1993.

Hurwitz & Pashut, Prokureur vir Eiser, Derde Verdieping, Centenarygebou, Bureaulaan, Kerkplein, Pretoria. (Tel. 323-2614/6.) (Verw. mnr. Brazington/rs/F1.)

Saak 6147/92

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

In die saak tussen **Stadsraad van Kempton Park,** Eiser, en **H. J. Britz,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 2 April 1993, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Balju kantoor, Parkstraat 10, Kempton Park, aan die hoogste bieër op 5 Augustus 1993 om 10:00:

Erf 2854, Birch Acres-uitbreiding 17-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 806 (agthonderd-en-ses) vierkante meter, bekend as Storklaan 41, Birch Acres-uitbreiding 17.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Landdroshof Wet en Reëls, daaronder geproklameer en van die terme van die titelaktes, insover dit van toepassing mag wees.

2. Die volgende verbeterings op die eiendom word aangekondig, maar geen waarborg in verband daarmee word verskaf nie.

Woonhuis: Sitkamer, badkamer, toilet, twee slaapkamers en kombuis. *Buitegebou:* Alles onder 'n teëldak.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen rentekoers van 18% per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

Mev. A. M. M. van der Merwe vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Negende Verdieping, Unitedgebou, Sentraallaan 16a, Privaatsak 53, Kempton Park.

Case 77/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOKERONG HELD AT MAHWELERENG

In the matter between **Tony Jardine and Sons,** Plaintiff, and **Piet Kgapola,** Defendant

In execution of a judgment granted by the Magistrate of Mahwelereng on 29 April 1992 and a warrant of execution issued in succession thereof the undermentioned property will be sold in execution on Friday, 6 August 1993 at 10:30, at the offices of the Sheriff of Mokerong, Room No.'s 3 and 4, President Building, 41 Retief Street, Potgietersrus, to the highest bidder, namely:

Ownership Unit 2319, Mahwelereng, situate in the Township of Mahwelereng, measuring 4 900 (four nine nil nil) square feet, held by Deed of Grant 545/76 (Plan BA No. 3/1962), registered under Bond 706/88 in the Deeds Offices, Seshego.

The property can be described as follows: Brick wall building with steel structure. *Roofing:* Steel and corrucated iron, no rooms (not divided) inside.

No guarantee is given in respect of the aforesaid description.

Terms: 10% (ten per centum) of the purchase price payable in cash immediately after the sale and for the balance with interest as stipulated in the conditions of sale, an acceptable bank or building society guarantee must be issued within 30 days from date of sale.

Full particulars of the conditions of sale which will be read out prior to the sale and is available for inspection at the offices of the Sheriff of the Court at Room No.'s 3 and 4, President Building, Retief Street 41, Potgietersrus, during office hours.

Dated at Potgietersrus on this the 9th day of July 1993.

P. S. Mostert, for Borman Snyman & Barnard Inc., Attorneys for Plaintiff, Rentmeester Building, Voortrekker Road, Potgietersrus. (Ref. JJ4577/PSM/RM.)

Saak 2251/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Claassen, Nicolaas Petrus,** Eiser, en **Lombaard, Willem Hendrik,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak in die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 27 Januarie 1993 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju vir die Hooggeregshof, op 5 Augustus 1993 om 10:00, te die kantore van die Balju vir die Hooggeregshof, verkoop:

Sekere Erf 331, Unitaspark-uitbreiding 1, Registrasieafdeling IQ, Transvaal, ook bekend as Jackie Mecklerstraat 5, Unitaspark, Vereeniging, groot 792 vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis met buitegeboue en omhein.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju vir die Hooggeregshof, ten tye van die verkoping, welke verkoping nagegaan kan word by die kantore van die Balju vir die Hooggeregshof.

Geteken te Vanderbijlpark hierdie 16de dag van Junie 1993.

J. H. Greyling, vir Greyling & Vermooten, Prokureur vir Eiser, Consolidatedgebou, Van Rhijn Plein, Vanderbijlpark. (Tel. 81-4024.)

Saak 3536/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Nedcor Bank Bpk.,** Eksekusieskuldeiser, en **Pierre van Schalkwyk,** Eksekusieskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof en lasbrief tot uitwinning gedateer 13 April 1993 word die hiernavermelde eiendom op 11 Augustus 1993 om 10:00, voor die Adjunkbalju, Pretoria-Oos, Strubenstraat 142, Pretoria, in eksekusie verkoop:

Sekere Deel 50, op Deelplan SS96/85 in die gebou bekend as Overton, geleë in die dorpsgebied Silverton, groot 57 (sewe-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST96-50/1985, bekend as Woonstel B101, Overton, De Boulevardstraat 269, Silverton.

Die eiendom is verbeter en bestaan uit 'n woonstel.

Terme: 'n Deposito van 10% (tien persent) van die koopprys op datum van verkoping met goedgekeurde bank- of bougenootskapwaarborg vir die balans koopprys binne 14 (veertien) dae na datum van verkoping moet deur die koper verskaf word.

Verdere voorwaardes is beskikbaar by die plaaslike Adjunkbalju, Pretoria-Oos, te Strubenstraat 142, Pretoria.

Geteken te Pretoria op hierdie 7de dag van Julie 1993.

Brink & Van der Walt, Elimgebou, Proesstraat 181, Pretoria. (Verw. JKVDW/fjvr/347.)

Saak 49/93

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Jan Adriaan du Toit,** Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein op 16 Februarie 1993, en 'n lasbrief vir eksekusie gedateer 17 Februarie 1993, sal die volgende eiendom op 30 Julie 1993 om 14:15, te die Landdroshof, Pollockstraatingang, Randfontein, aan die hoogste bieder verkoop word:

Hoewe 38, Middelvlei-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 1,7614 (een komma sewe ses een vier) hektaar, gehou kragtens Akte van Transport T7588/1959, met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie:

Woonhuis bestaande uit: Sitkamer/eetkamer-ooplan, studeerkamer, drie slaapkamers, twee badkamers, toilet, kombuis en waskamer.

Buitegeboue: Bediendekamer, toilet en motorafdak.

Verkoopvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en die titelvoorwaardes in soverre van toepassing is;

2. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die veiling, die balans van die koopprys plus enige rente betaalbaar, sal in kontant teen registrasie van transport van die eiendom in die naam van die koper betaalbaar wees maar moet intussentyd verseker word deur 'n aanvaarbare bank- of bouverenigingwaarborg;

3. Die eiendom word voetstoots verkoop en nòg die Balju nòg die Vonnisskuldeiser sal aanspreeklik gehou word vir enige gebreke, latent of andersins, aan of in die eiendom.

Die volle verkoopvoorwaardes kan by die kantoor van die Balju, te Parkstraat 40, Randfontein, nageslaan word.

Gedateer te Randfontein op hierdie 1ste dag van Julie 1993.

C. Hammes, vir Hammes & Le Roux, voorheen Van Ryneveld Hammes & Wright, Parkstraat 5, Randfontein; Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. mev. Nolan/la.)

Saak 2293/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Eerste Nasionale Bank,** Eiser, en **Van der Merwe G. J. J.,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof, gedateer 5 September 1991, en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 30 Julie 1993 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 93, Ferryvale-dorpsgebied IR, Transvaal, ook bekend as Doncasterweg 34, Ferryvale, Nigel, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Derde Laan 29, Nigel, ter insae lê en behels onder andere die volgende:

Beskrywing van eiendom: Steengebou met sinkdak, kombuis, sitkamer, drie slaapkamers, badkamer met toilet, beton en draad omheining, garage, buitekamer met toilet, ingeboude kaste en volvloermatte.

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

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

3. Besit onderhewig aan enige huurkontrak.

4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Nigel op hede die 23ste dag van Junie 1993.

Brits Pretorius Kruger & Coetzer Inc., Tweede Laan 35, Nigel, 1490; Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. JHE/E395.)

Saak 2291/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **ABSA Bank Bpk.** (United Divisie), Eiser, en **Kevin Osborne Walsh,** Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning, gedateer 28 Mei 1993, sal die ondergenoemde eiendom verkoop word in eksekusie op Vrydag, 30 Julie 1993 om 10:00, by die Landdroshof, President Krugerstraat, Middelburg, Transvaal, aan die hoogste bieër:

Erf 4389, Middelburg-uitbreiding 13-dorpsgebied, Registrasieafdeling JS, Transvaal, groot 1 410 (eenduisend vierhonderd-en-tien) vierkante meter, met straatadres Jopie Fouriestraat 17, Middelburg, 1050.

1. Die eiendom sal voetstoots verkoop word en sonder reserwe aan die hoogste bieër en sal die verkoping onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet van 1944, soos gewysig.

2. *Die verkoopprys sal betaalbaar wees soos volg:*

2.1 10% (tien persent) van die koopprys op die dag van die verkoping.

2.2 Die onbetaalde balans tesame met rente op die balanskoopsom gereken teen 'n koers van 16,75% (sestien komma sewe vyf persent) per jaar, gereken vanaf datum van die verkoping tot datum van registrasie van die eiendom in die naam van die koper sal betaal word of verseker word by wyse van 'n bank- en/of bouverenigingwaarborg binne 21 (een-en-twintig) dae van datum van verkoping.

3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R10 (tien rand).

4. Die volgende verbeterings is op die eiendom aangebring: Woonhuis met buitegeboue.

5. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan dit reeds nou nagegaan word by die kantore van die Geregsbode, Totiusstraat, Middelburg, Transvaal.

Geteken te Middelburg op hede die 21ste dag van Junie 1993.

J. Boshoff, vir Birman Boshoff & Du Plessis, Eiser se Prokureurs, Middelburg Sakesentrum, Markstraat 22, Posbus 13, Middelburg. (Verw. mnr. Boshoff/ds. AU10/93.)

CAPE · KAAP

Case 5679/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **W. E. Botha,** First Defendant, and **Mrs M. C. Botha,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, dated 10 June 1993, the following will be sold in execution on 2 August 1993 at 09:30, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 3552 (portion of Erf 581), Eerste River, 344 (three hundred and forty-four) square metres, held by Deed of Transfer T508093/89, situated at 9 Cherry Laurel Close, Beverly Park, Eerste River.

Description: Lounge, kitchen, two bedrooms and bath/w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to 10% (ten per cent) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bankers or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8801.

Case 3902/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd,** Execution Creditor, and **Mark A. Lorenzo,** First Execution Debtor, and **Akeeda Lorenzo,** Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River, in the above matter, a sale will be held on Monday, 9 August 1993 at 09:00, on the spot, in front of the Kuils River, Magistrate's Court-house:

Erf 6204, Blue Downs, situated in the Lower Kuils River, No. 1 Local Area, Division of Stellenbosch, situated at 12 Weaver Way, Electric City, Blue Downs, measuring three hundred and sixty-eight (368) square metres, held by Title Deed T64718/1989.

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 at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Kuils River.

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS.BBG.Z25473.)

Case 4879/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd,** Execution Creditor, and **Cuprian M K Sikhwatha,** First Execution Debtor, and **Mrs B. Sikwatha,** Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River, in the above matter, a sale will be held on Monday, 9 August 1993 at 09:00, on the spot, in front of the Kuils River, Magistrate's Court-house:

Erf 4371, Blue Downs, in the Blue Downs Local Area, Division of Stellenbosch, situated at 8 Moorhen Crescent, Electric City, Blue Downs, measuring three hundred and twelve (312) square metres, held by Title Deed T74780/92.

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 at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Kuils River.

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z25751.)

Case 6960/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of S.A. Ltd,** Plaintiff, and **Zanela Sakkie Booi,** First Defendant, and **Jessie Nomcwebe Booi,** Second Defendant

In execution of the Judgment of the Magistrate's Court for the District of Mitchells Plain, in the above matter, a sale will be held in front of the Wynberg Magistrate's Court-house, Church Street, Wynberg, on 5 August 1993 at 10:00, of the following property:

Erf 30418, Khayelitsha, in the area of the City Council of Lingelethu West, Division Cape, in extent three hundred (300) square metres, held by Certificate of Registered Grant of Leasehold TL 75862/91.

The property consists of single dwelling of brick walls under asbestos roof comprising approximately three bedrooms, lounge, kitchen, bathroom/toilet.

1. The sale is subject to the provisions 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/s. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of ten per centum (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Messenger of the Court.

Esau Shapiro Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

Case 38933/92

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **John Frank Morgendal,** First Defendant, and **Anna Johanna Morgendal,** Second Defendant

In the above matter a sale will be held on 4 August 1993 at 10:00, at the site of 30 Douglas Crescent, Ravensmead, being Erf 16737, Parow, in the Municipality of Parow, Cape Division, measuring 345 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen per centum (18%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A complete dwelling comprising of two bedrooms, dining-room, kitchen, two bathrooms and a 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/as.)

Case 4304/93

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

In the matter between **Natal Building Society Ltd,** Plaintiff, and **Mosie Property Inv. CC,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 19 February 1993, the property listed hereunder will be sold in execution on 5 August 1993 at 14:00, at 2 East Bank Road, Zeekoeivlei, to the highest bidder:

Certain Erf 780, Zeekoeivlei, in the Local Area of Zeekoevlei, Division of Cape, known as 2 Eastbank Road, Zeekoeivlei, in extent 724 (seven hundred and twenty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Single dwelling-house with brick walls under a slate roof consisting of three bedrooms, kitchen, lounge, bathroom, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Wynberg. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this the 11th day of June 1993.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/NB82.)

Case 25455/91

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 **Lulama Beatrice Macwili,** Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 6 August 1992, the property listed hereunder, and commonly known as NY 153, No. 23, Guguletu:

All right, title and interest in the leasehold in respect of Erf 2481, Guguletu, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 189 square metres, will be sold in execution on 4 August 1993 at 10:00, at Magistrate's Court, Wynberg, to the highest bidder:

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, asbestos roof, lounge, kitchen, two bedrooms, bathroom, toilet and handbasin.

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 office of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 5109/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Cape Gas Ltd,** Plaintiff, and **Barineze Lilian Dyers,** 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 8 Tafelberg Street, Blackheath, on Monday, 2 August 1993 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 8 Tafelberg Street, Blackheath:

Erf 1606, Gaylee, situated at Gaylee, Administrative District of Stellenbosch, measuring 312m² (three hundred and twelve) square metres, held by Deed of Transfer T17539/1987, also known as 8 Tafelberg Street, Blackheath (hereinafter referred to as the property).

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Tiled roof house, lounge, three bedrooms, kitchen, bathroom and toilet.

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. 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 on this the 3rd day of June 1993.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. R. E. Marcus/sm/32023.)

Case 55062/92

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

ABSA Bank Ltd, trading as United Bank, *versus* **Mandla Gweje Mavuso**

The following property will be sold in execution by public auction held at 8 Monowarr Road, Ottery, to the highest bidder on 4 August 1993 at 12:00:

Erf 352, Ottery, in the Municipality of the Cape Town, Administrative District of the Cape, in extent 481 (four hundred and eighty-one) square metres, held by Deed of Transfer T56058/90, situated at 8 Monowar Road, Ottery.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and separate 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 17,25% (seventeen comma two five per centum) from the date of sale to date of registration of transfer, against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 15561/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Petrus Johannes Groenewald,** First Defendant, and **Jane Groenewald,** Second Defendant

In the above matter a sale will be held on Wednesday, 4 August 1993 at 11:00, at the site of 3 Noorsdoring Crescent, Delft, being Erf 4293, Delft, in the Local Area of Blue Downs, Stellenbosch Division, measuring 236 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen per centum (18%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A complete brick building with an asbestos roof comprising two bedrooms, bathroom, toilet, lounge and kitchen.

4. The complete conditions of sale will be read out at 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/as.)

Case 8308/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of S.A. Ltd,** Plaintiff, and **Jacques Charles Vosloo,** First Defendant, and **Pamela Hester Abrahams,** Second Defendant

In execution of the judgment of the Magistrate's Court for the District of Mitchells Plain in the above matter, a sale will be held in front of the premises situated at Wynberg Magistrate's Court-house, Church Street, Wynberg, on 5 August 1993 at 10:00, of the following property:

Erf 1568, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, in extent three hundred and thirty-five (335) square metres, held by Deed of Transfer T27635/1991.

The property consists of single dwelling with brick walls under tiled roof comprising three bedrooms, kitchen, lounge, toilet and bathroom.

1. The sale is subject to the provisions 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/s. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of ten per centum (10%) of the purchase price immediately and the balance against registration of transfer, in which event he shall be liable for interest on the balance of the purchase price.

3. The sale shall be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Messenger of the Court, Wynberg.

Esau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

Case 10357/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd,** formerly United Bank Ltd, Plaintiff, and **R. Abrahams,** First Defendant, and **M. M. Abrahams,** SecAbrahams, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 14 May 1993, the following will be sold in execution at 10:00, on 11 August 1993, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 13382, Mitchells Plain, measuring 196 (one hundred and ninety-six) square metres, held by Deed of Transfer T32772/90, situated at 82 Cerebes Close, Rocklands, Mitchells Plain.

Description: Semi-detached brick residence under tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom with w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to 10% (ten per cent) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. [Telefax (021) 419-9426.] (Ref. B. Kosmas/GJ/Coll.)

Case 24669/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Universal Steel Enterprises,** Plaintiff, and **MR Kleinsmith,** trading as Bilmech, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, dated 24 September 1992, the following will be sold in execution at 12:00, on 10 August 1993, on site to the highest bidder:

Erf 42195, Cape Town at Crawford, 396 (three hundred and ninety-six) square metres, held by Deed of Transfer T13940/1991, situated at 44 St Kilda Street, Rondebosch East.

Description: Residence consisting of brick walls under tiled roof with lounge, kitchen, three bedrooms, bathroom/w.c. and garage.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to 10% (ten per cent) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. [Telefax (021) 419-9426.] (Ref. B. Kosmas/GJ/Coll.)

Saak 3293/91

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

IN die saak tussen **Volkskas Bank,** Eiser, en **Johannes Aucamp,** Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Strand en lasbrief tot uitwinning, gedateer 11 Oktober 1991, sal die volgende eiendom in eksekusie verkoop word, op die perseel, Yorkstraat 15, Gordonsbaai, op Woensdag, 4 Augustus 1993 om 10:00, aan die hoogste bieër:

Sekere Erf 0000920, Gordonsbaai, munisipaliteit Gordonsbaai, afdeling Stellenbosch. *Groot:* 595 (vyf nege vyf) vierkante meter, gehou kragtens Akte van Transport T66417/1990, ook bekend as Yorkstraat 15, Gordonsbaai.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom en die eiendom sal, onderhewig aan die vooraf-gaande, aan die hoogste bieër verkoop word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Drie slaapkamers, een en 'n halwe badkamers, sitkamer, eetkamer, oopplan kombuis, dubbel motorhuis, bediendekwartiere, goedgevestigde tuin met buite braai.

Betaling: 10% (tien persent) van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 20,75% (twintig komma vyf-en-sewentig) persent per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige Voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige Voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes:* Die volle verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Bode van die Hof.

Leon Frank, vir Frank & Viljoen, Frankgebou, Picklestraat 1, Strand.

Case 3418/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **First National Bank of Southern Africa Ltd,** Judgment Creditor, and **Pieter Jacobus la Grange,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Simon's Town, dated 17 March 1993, and warrant of execution against immovable property, dated 17 March 1993, the following property will be sold in execution at the site, being 31 St James Street, Somerset West, on Tuesday, 10 August 1993 at 12:00, to the highest bidder:

Erf 930, Somerset West, in the Municipality of Somerset West, Division of Stellenbosch, in extent 649 (six hundred and forty-nine) square metres, held by Deed of Transfer T46651/1991, situated at and also known as 31 St James Street, Somerset West.

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

The property consists of a dwelling-house consisting of a single-storey dwelling constructed of plaster brick walls under corrugated roof, consisting of lounge, dining room, kitchen, three bedrooms and bathroom plus a separate flatlet consisting of kitchen, bedroom, lounge and bathroom.

Conditions of sale:

1. The property shall be sold subject to the terms and conditions of the Magistrates' Courts Act and the rules thereunder and of its title deeds and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. 10% (ten per cent) of the purchase price shall be paid in cash or by bank or building society guaranteed cheque upon signature of the conditions of sale and the full balance together with interest at the current rate of 16% (sixteen per cent) per annum calculated on the amount of the Judgment Creditor's claim, which said claim is secured under its first mortgage bond and second mortgage bond (and in the event of there being any other preferent creditor then also the interest payable upon such creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days from the date of sale.

3. The full conditions of the sale which will be read out by the Sheriff immediately prior to the sale may be inspected at the office of the Sheriff for the Magistrate's Court of Somerset West.

Dated at Muizenberg this 21st day of June 1993.

Gerhard Klopper, for G. P. J. Kloppr, Attorneys for Judgment Creditor, Sawas Building, 146 Main Road, Muizenberg. (Tel. 788-1111/2.) (Ref. GK/ss/3410.)

Case 7550/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd,** (formerly United Bank Ltd), Plaintiff, and **Mogammat Tape Bester,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 3 May 1993, the following will be sold in execution on 11 August 1993 at 10:00, in front of the Wynberg Magistrate's Court, to the highest bidder:

Erf 10761, Mitchells Plain, 143 (one hundred and forty-three) square metres, held by Deed of Transfer T21611/87, situated at 19 Daffodil Street, Lentegeur.

Description: A brick dwelling consisting of three bedrooms, bath/w.c., kitchen and lounge under tiled roof.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 5512/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Bankorp Bpk.,** Eiser, en **Johan Petrus van der Spuy,** Eerste Verweerder, en **A. J. van der Merwe,** Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 3 April 1992, sal die Tweede Verweerder se hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 11 Augustus 1993 om 10:00, op die perseel te Derde Laan 196, Parow, 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 6152, Parow, in die munisipaliteit van Parow, afdeling Kaap, groot 485 vierkante meter, gehou kragtens Transportakte T9354/89.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, sitkamer, televisiekamer, eetkamer, kombuis, badkamer, enkelmotorhuis en afdak.

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. 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, Saambou-gebou, Voortrekkerweg 219, Parow en/of Die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326.)

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow.

Case 7548/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd,** (formerly United Bank Ltd), Plaintiff, and **Mogamat Saeid Basardien,** First Defendant, and **Maralda Basardien,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 28 May 1993, the following will be sold in execution on 11 August 1993 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 7200 (portion of Erf 7282) Mitchells Plain, 188 (one hundred and eighty-eight) square metres, held by Deed of Transfer T13460/90, situated at 47 Paddock Crescent, Mitchells Plain.

Description: A brick dwelling consisting of three bedrooms, two bathrooms, kitchen and lounge under tiled roof.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 12524/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **H. Klatie,** First Defendant, and **M. L. Klatie,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 19 February 1993, the following will be sold in execution at 09:30, on 2 August 1993, in front of the Magistrate's Court for the District of Kuils River to the highest bidder:

Erf 8689 (portion of Erf 8732) Brackenfell 263 (two hundred and sixty-three) square metres, held by Deed of Transfer T1983/89, situate at 41 Pine Mews Crescent, North Pine, Brackenfell.

Description: Lounge, kitchen, bath/w.c. and three bedrooms.

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 Act and the rules made thereunder and of the Title Deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 3164/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **H. A. de Jongh,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 10 May 1993, the following will be sold in execution at 09:30, on 2 August 1993, in front of the Magistrate's Court for the District of Kuils River to the highest bidder:

Erf 8961 (Portion of Erf 9012) Brackenfell, 372 (three hundred and seventy-two) square metres, held by Deed of Transfer T30813/92, situate at 26 Hamilton Heights, Marlborough Park, Brackenfell.

Description: Lounge, dining-room, kitchen, one and a half bathrooms, three bedrooms, dressing room, single garage.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and of the Title Deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 1396/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELL'S PLAIN HELD AT MITCHELL'S PLAIN

In the matter between **ABSA Bank Ltd** (formerly United Bank Ltd), Plaintiff, and **Anthony Jacobus Jutzen,** First Defendant, and **Jennifer Martha Ray Jutzen,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchell's Plain, the following will be sold in execution at 10:00, on 11 August 1993, in front of the Magistrate's Court for the District of Wynberg to the highest bidder:

Erf 624, Mandalay, 552 (five hundred and fifty-two) square metres, held by Deed of Transfer T19351/83, situate at 76 Ventre Street, Mandalay.

Description: Single dwelling with brick walls under tiled roof consisting of three bedrooms, kitchen, lounge, bath, w.c. and garage.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and of the Title Deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 900/92

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 **Henry Charles Gordon,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 10 November 1992, and a warrant of execution dated 17 February 1993, the following will be sold in execution on 2 August 1993 at 10:00, at the Courthouse being:

Certain land, situated at Mitchells Plain in the City of Cape Town, Cape Division being Erf 14043, Cape Town, at Mitchells Plain, measuring 168 (one hundred and sixty-eight) square metres, held under Deed of Transfer 71151 dated 27 November 1990, also known as 31 Beaufort Crescent, 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, dining-room, kitchen, bathroom and toilet.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2. the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4. All the amounts mentioned in paragraphs 3.2. and 3.3. above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 8th day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X2C0727/Mrs Wentzel.)

Case 6394/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Johannes Hermanus du Plessis,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 29 July 1992 and warrant of execution dated 21 January 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 22800, Cape Town, at Mitchells Plain, measuring 319 (three hundred and nineteen) square metres, held under Deed of Transfer 19897 dated 28 May 1986, also known as 1 Giraffe Street, Eastridge, 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: One partially demolished building.

3. *Payment:*

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer may arrange;

3.2. the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of twenty-two (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4. All the amounts mentioned in paragraphs 3.2. and 3.3. above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 8th day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X3C0012/Mrs Wentzel.)

Case 895/92

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 **Ernest Johannes Frantz,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain dated 28 July 1992 and warrant of execution dated 4 March 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 35835, Cape Town at Mitchells Plain, measuring 198 (one hundred and ninety-eight) square metres, held under Deed of Transfer 26947, dated 8 May 1991, also known as 33 Merriman Crescent, Eastridge, 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 twenty-two (22%) per centum per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4. All the amounts mentioned in paragraphs 3.2. and 3.3. above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 7th day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X2C0281/Mrs Wentzel.)

Case 43196/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG

ABSA Bank Ltd, trading as United Bank *versus* **Erf 5548 Grassy Park CC**

The following property will be sold in execution by public auction held at 55 Fourth Avenue, Lotus River, to the highest bidder on 5 August 1993 at 12:00:

Erf 5548, Grassy Park at Lotus River in the Local Area of Grassy Park, Cape Division, in extent 469 (four hundred and sixty-nine) square metres, held by Deed of Transfer T61344/91, situated at 55 Fourth Avenue, Lotus River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, three bedrooms, kitchen, two bathrooms, toilet, outbuilding consisting of two rooms 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 18% 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 this 15th day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 3317/93

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

In the matter between **Nedperm Bank Ltd** (formerly South African Permanent Building Society), now Nedcor Bank Ltd, Execution Creditor, and **C. I. Pieterse,** Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 21 May 1993, and in pursuance of an attachment in execution dated 26 May 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 29 July 1993 at 11:00, of the following immovable property situated at 31 Ostrich Street, Rosdedale, Uitenhage, zoned residential, being:

Erf 9842, Uitenhage, in the Municipality and Division of Uitenhage, in extent 325 square metres, held by Conrad Immanuel Pieterse, under Deed of Transfer 11935 dated 28 February 1991, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed:

Single storey detached dwelling under asbestos with two bedrooms, kitchen, lounge, bathroom and garage.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 4% (four per cent) Sheriff's (auctioneer's) charges in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within 21 (twenty-one) days from date of sale.

Dated at Uitenhage this 25th day of June 1993.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Saak 2317/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen **Munisipaliteit Vredenburg-Saldanha,** Vonnisskuldeiser, en **H. Patel,** Vonnisskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof, Vredenburg, sal 'n veiling van die ondergemelde eiendom gehou word op 30 Julie 1993 om 11:00, by die eiendom, naamlik:

Erf 1193, Vredenburg, in die munisipaliteit Vredenburg-Saldanha, administratiewe distrik Malmesbury, groot 297 vierkante meter, geleë te Kootjieskloofstraat 18, Vredenburg, en bestaan uit die volgende alhoewel niks gewaarborg word nie:

'n Supermarkgebou met kombuis, toilette, stoorkamers en kantore.

Veilingvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.

2. Een tiende (1/10) van die koopprys plus enige BTW word betaal aan die afslaer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.

3. Die koper is aanspreeklik vir betaling van die transportkoste, hereregte, agterstallige belastings, diensgelde en enige bykomende koste.

4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdroshof, Vredenburg, en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op hierdie 28ste dag van Mei 1993.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, hoek van Hoof- en Kerkstraat, Vredenburg.

Case 898/92

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 **Mogamat Sadick Fisher,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 28 July 1992, and warrant of execution dated 11 March 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 24671, Cape Town at Mitchells Plain, measuring 155 (one hundred and fifty-five) square metres, held under Deed of Transfer 63286 dated 23 October 1990, also known as 48 Carnation, Lentegeur, 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 10% (ten per centum) 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 Creditors 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 cent) per annum for each month or part thereof from the date of sale to date of registration of transfer.

3.3.2 Interest shall further be paid on any preferent creditors claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within 14 (fourteen) 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 8th day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeek, Cape Town. (Ref. X2C0224/Mrs Wentzel.)

Case 77/92

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 **Raveno Simon Botha,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate for the District of Mitchells Plain, dated 7 May 1992, and warrant of execution dated 3 March 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 26780, Cape Town, at Mitchells Plain, measuring 240 (two hundred and forty) square metres, held under Deed of Transfer 8457 dated 14 February 1989, also known as 12 Ribbok Street, Eastridge, 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 asbestos roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:*

3.1 10% (ten per centum) of the purchase price shall be paid in cash to or by means of a bank or building society guarantee 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 paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within 14 (fourteen) 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 8th day of June 1993.

Silberbauers, Plaintiff's Attorneys, Southern Life Centre, 8 Riebeeck, Cape Town. (Ref. X2C0176/Mrs Wentzel.)

Case 867/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Ltd, trading as United Bank *versus* **Aubrey Percival Neville Eaves** and **Geraldine Lorraine Eaves**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder, on 2 August 1993 at 09:30:

Erf 459, Hagley in the Lower Kuils River 1, local area division of Stellenbosch, in extent 459 (four hundred and fifty-nine) square metres, held by Deed of Transfer T26003/89, situated at 43 Pheasant Way, Halgey, Kuils River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Lounge, kitchen, two bedrooms, bathroom and toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,75% 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.

Saak 1756/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **ABSA Bank Bpk.,** Eiser, en **William Matthew Salter,** Eerste Verweerder, en **Rosemary Salter,** Tweede Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 19 April 1993, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju, op Donderdag 5 Augustus 1993 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 7433, Uitenhage, in die munisipaliteit en distrik Uitenhage, groot 341 vierkante meters, gehou kragtens Transportakte T12795/92, geleë te Ysterhoutstraat 14, Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklike buite geboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (Afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Bairdstraat 4, Uitenhage.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage.

Case 3885/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Ltd,** (Allied Bank Division), Plaintiff, and **Winston Athol Kriel,** Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated, 12 May 1993, the following property will be sold on Friday, 30 July 1993 at 11:30, at the property, namely 49 Summit Road, Beacon Bay, East London, to the highest bidder:

Remainder Erf 26, Beacon Bay (East London North Township), Municipality of Beacon Bay, Division of East London, in extent two thousand two hundred and sixteen (2 216) square metres, held by Deed of Transfer T2902/84, (also known as 49 Summit Road, Beacon Bay, East London), subject to the conditions referred to in the said deed of transfer.

Conditions of sale:

1. The purchaser shall pay ten per cent (10%) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act, as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy. Subject to the aforegoing, the purchaser shall be entitled to possession from the date of sale.

4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.

5. The following information is furnished but not guaranteed:

Vacant plot.

Dated at East London this 23rd day of June 1993.

Russell Esterhuizen & Sephton, Judgment Creditor's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. I. C. Russell.)

Case 63175/91

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

In the matter between **NBS Bank Ltd,** (previously Natal Building Society) (Reg. 87/01384/06), Plaintiff, and **V. Wallaby,** Defendant

On 6 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 28086, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL61252/90, measuring 266 (two hundred and sixty-six) square metres.

Improvements (which are not warranted to be correct and not guaranteed):

Detached single storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, kitchen and bedroom.

The material conditions of sale:

1. Voetstoots and without reserve.

2. Deposit of 10% cash.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office.

Dated at Cape Town on this 22nd day of June 1933.

Heyns & Partners Inc., for D. A. Loney, Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 5822/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd,** (previously Natal Building Society) (Reg. 87/01384/06), Plaintiff, and **T. Gebuza,** Defendant

On 6 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 27301, Nobuhle, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL44365/90, measuring 246 (two hundred and forty-six) square metres.

Improvements (which are not warranted to be correct and not guaranteed):

Detached single storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, kitchen and bedroom.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% cash.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office.

Dated at Cape Town on this 22nd day of June 1993.

Heyns & Partners Inc., for D. A. Loney, Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 9320/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd,** (previously Natal Building Society) (Reg. 87/01384/06), Plaintiff, and **M. L. Swazi,** First Defendant, and **T. B. Swazi,** Second Defendant

On 6 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 23348, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL8483/90, measuring 112 (one hundred and twelve) square metres.

Improvements (which are not warranted to be correct and not guaranteed):

Detached single storey brick and or cement residence under iron roof consisting of: Lounge, bathroom, kitchen and bedroom.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% cash.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 22nd day of June 1993.

Heyns & Partners Inc., for D. A. Loney, Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 7547/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd,** (formerly United Bank Limited), Plaintiff, and **D. Daniels,** First Defendant, and **C. A. Daniels,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 3 May 1993, the following will be sold in execution at 10:00, on 11 August 1993, in front of the Magistrate's Court for the District of Wynberg to the highest bidder:

Erf 15568, Mitchells Plain, 168 (one hundred and sixty-eight) square metres, held by Deed of Transfer T41183/91, situated at 41 Golden Gate Way, Portlands, Mitchells Plain.

Description: Lounge, kitchen, three bedrooms, bath/w.c.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 11172/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), previously Natal Building Society, Plaintiff, and **M. J. Hans,** First Defendant, and **N. M. Hans,** Second Defendant

On 6 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 23801, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL74511/89, measuring 113 (one hundred and thirteen) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey block and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's office.

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

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-on-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 3408/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), previously Natal Building Society, Plaintiff, and **S. W. Siyisi,** First Defendant, and **N. M. Siyisi,** Second Defendant

On 6 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 30448, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL75199/90, measuring 319 (three hundred and nineteen) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 22nd day of June 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 12886/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), previously Natal Building Society, Plaintiff, and **N. P. N. Silinga,** Defendant

On 6 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right, title and interest in and to the leasehold over:

Stand 29665, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL7783/91, measuring 182 (one hundred and eighty-two) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 22nd day of June 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 3434/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), previously Natal Building Society, Plaintiff, and **N. Foloti,** First Defendant, and **N. J. Foloti,** Second Defendant

On 6 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 22394, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL75413/89, measuring 113 (one hundred and thirteen) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bathroom/s.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on the 22nd day of June 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 5977/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd,** formerly United Bank Ltd, Plaintiff, and **K. J. Emin,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River dated 9 June 1993, the following will be sold in execution on 12 August 1993 at 10:45, on site to the highest bidder:

Erf 5503 (portion of Erf 2683), Kraaifontein, 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T7221/1991, situated at 75 Derde Laan, Kraaifontein.

Description: Lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and attached garage.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amount is to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 11190/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), previously Natal Building Society, Plaintiff, and **M. G. Tshefu,** Defendant

On 6 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 27288, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL7849/90, measuring 232 (two hundred and thirty-two) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedrooms.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 22nd day of June 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 13738/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), previously Natal Building Society, Plaintiff, and **N. Msebenzi,** First Defendant, and **A. N. Msebenzi,** Second Defendant

On 6 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this auction, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 21296, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL71512/89, measuring 166 (one hundred and sixty-six) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedrooms.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 22nd day of June 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 13747/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), previously Natal Building Society, Plaintiff, and **M. C. Dani, First Defendant, and T. E. Dani,** Second Defendant

On 6 August 1993 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Wynberg, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell all the right title and interest in and to the leasehold over:

Stand 30965, Khayelitsha, together with all erections or structures thereon in the Township of Khayelitsha, held under Deed of Grant TL71377/89, measuring 174 (one hundred and seventy-four) square metres.

Improvements (which are not warranted to be correct and not guaranteed): Detached single storey brick and or cement residence under iron roof consisting of lounge, bathroom, kitchen and bedrooms.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's office.

Dated at Cape Town on this 22nd day of June 1993.

D. A. Loney, for Heyns & Partners Inc., Fifth Floor, 45-On-Castle, 45 Castle Street, Cape Town. (Tel. 24-0301.)

Case 32882/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Ltd,** trading as United Bank, Plaintiff, and **John Pearce,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town, and writ of execution, dated 29 May 1993, the following property will be sold in execution, at the site of the property, 11 Van der Graaf Road, Table View 741, on Tuesday, 3 August 1993 at 10:30, to the highest bidder:

Certain Erf 5270, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 1 004 (one thousand and four) square metres, held by Deed of Transfer T62187/89, also known as 11 Van der Graaf Road, Table View, 7441.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom/shower/w.c., shower/w.c. and double garage.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16,25% (sixteen comma two five per centum) per annum calculated on the amounts 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 the 21st day of June 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W16514.)

Case 43263/92

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 **Mogamat Sedick Kolia,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, and writ of execution, dated 12 May 1993, the following property will be sold in execution on Monday, 9 August 1993 at 12:00, to the highest bidder at 230 Heideveld Road, Vanguard Estate, Athlone:

Certain Erf 99549, Cape Town, at Athlone, situated in the Municipality of Cape Town, Cape Division, measuring 526 (five hundred and twenty-six) square metres, held by Deed of Transfer T66608/88, also known as 230 Heideveld Road, Vanguard Estate, Athlone, consisting of single dwelling-house under asbestos roof consisting of three bedrooms, kitchen, lounge, bathroom and single garage.

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 aforegoing, 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 cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by 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 23rd day of June 1993.

Buchanan Boyes Thompson Smithers, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 36223/90

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 **Noel Duncan Bergman** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, and writ of execution, dated 30 October 1990, the following property will be sold in execution on Wednesday, 18 August 1993 at 14:00, to the highest bidder at 41 Oxford Street, Rocklands, Mitchells Plain.

Certain Erf 19813, Mitchells Plain, situated in the Municipality of Cape Town, Cape Division, measuring 207 (two hundred and seven) square metres, held by Deed of Transfer T5355/88, also known as 41 Oxford Street, Rocklands, Mitchells Plain, consisting of brick residence under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, 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 cent) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by 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 23rd day of June 1993.

Buchanan Boyes Thompson Smithers, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 13602/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Ltd *versus* **Mlulami Abnal Mjojeli**

In pursuance of a judgment dated 18 May 1993, and an attachment on 22 June 1993, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 30 July 1993 at 14:15:

Erf 879, Ibhayi at kwaZakhele, Administrative District of Port Elizabeth, in extent 265 (two hundred and sixty-five) square metres, situated at 879 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, kitchen and garage.

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 centum) on the date of sale, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintifff's attorneys to be furnished within 21 days of sale. Sheriff's charges four per centum (4%) are also payable on date of sale.

Dated this 1st day of July 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 3087/91

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

Nedperm Bank Ltd *versus* **Sonwabo Harold Funani** and **Phyllis Ntomboxolo Funani**

In pursuance of a judgment dated 11 December 1991, and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 30 July 1993 at 15:00:

Erf 1801, kwaMagxaki Extension 4, in the Administrative District of Uitenhage, in extent 570 (five hundred and seventy) square metres, situated at 174 Cetu Street, kwaMagxaki Extension 4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of three bedrooms, two bathrooms, lounge, dining-room, kitchen and carport.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A. A. Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per centum) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum of R6 000 (six thousand rand) with a minimum of R100 plus VAT] are also payable on date of sale.

Dated this 28th day of June 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 14958/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Ltd *versus* **Siyalo Eunett Zakhe** and **Mavis Zakhe**

In pursuance of a judgment dated 10 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, 30 July 1993 at 14:15:

Erf 196, Motherwell N.U. 4, Administrative District of Uitenhage, in extent 309 (three hundred and nine) square metres, situated at 91 Bikana Street, Motherwell N.U. 4, 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, 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 centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges four per centum (4%) are also payable on date of sale.

Dated this 30th day of June 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 13600/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Ltd *versus* **Monwabisi Elliot Ruka**

In pursuance of a judgment dated 18 May 1993, and an attachment on 22 June 1993, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 30 July 1993 at 14:15:

Erf 10378, Ibhayi, situated in the area of the City Council of Ibhayi, Administrative District of Port Elizabeth, in extent 244 (two hundred and forty-four) square metres, situated at 10378 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 centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges four per centum (4%) are also payable on date of sale.

Dated this 1st day of July 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 11956/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Ltd *versus* **Lena Pietersen**

In pursuance of a judgment dated 12 May 1992 and an attachment on 6 July 1992, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 30 July 1993 at 14:15:

Erf 12894, Bethelsdorp, situated in the Municipality and Administrative District of Port Elizabeth, in extent 162 (one hundred and sixty-two) square metres, situated at 109 William Slammert Drive, Chatty, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a concrete block dwelling under an asbestos 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 West, 36 North 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 on this 30th day of June 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 5248/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **David Wilcocks van der Lingen,** Defendant

In execution of a judgment of the Magistrate's Court in the above-mentioned suit, a sale without reserve will be held at 408 Gatwick, Skyways, Constitution Street, Cape Town, on Thursday, 5 August 1993 at 15:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Mandatum House, Barrack Street, Cape Town.

(a) Section 189, as shown and more fully described on Sectional Plan SS149/1985 (110/1984), in the building or buildings known as Skyways, situated at Zonnebloem, in the Municipality of Cape Town, of which the floor area according to the said sectional plan is 75 (seventy-five) 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; and situated at 408 Gatwick, Skyways, Constitution Street, Cape Town.

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

A 75 square metre main dwelling, consisting of an entrance-hall, lounge, dining-room, kitchen, two bedrooms and bathroom with a water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

4% (four per centum) on the proceeds of the sale, minimum of R100 (one hundred rand), on the proceeds of the sale.

Dated at Cape Town this 2nd day of July 1993.

W. D. Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S511/1546.)

Case 6020/93

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 **Renoir Executive Properties CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial), in the above-mentioned suit, a sale without reserve will be held at 20 Wandel Street, Cape Town, on Thursday, 5 August 1993 at 12:30, of the undermentioned property of the Defendant on the condition which will lie for inspection at the offices of the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town.

Erf 96194, Cape Town, at Gardens, in the Municipality of Cape Town, Cape Division, in extent 112 square metres, and situated at 20 Wandel Street, Cape Town.

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

A 149 square metre main dwelling, consisting of an entrance-hall, lounge/dining-room, kitchen, pantry, two bedrooms and bathroom with a water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

5% (five per centum) on the proceeds of the sale, up to a price of R20 000 (twenty thousand rand), and thereafter 3% (three per centum) up to a maximum of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Cape Town this 1st day of July 1993.

W. D. Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1243/3380.)

Saak 4618/88

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Kitchings,** Eiser, en **Ronald Vincent Barnes,** Eerste Verweerder, en **Ruchey Athene Barnes,** Tweede Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 7 Mei 1993, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 5 Augustus 1993 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 9482, Uitenhage, in Uitenhage, in die Munisipaliteit en distrik Uitenhage, groot 1 115 vierkante meter, gehou kragtens Transportakte T34827/86, geleë te Fantailstraat 9, Rosedale, Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Bairdstraat 4, Uitenhage.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage.

Case 5347/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd,** Execution Creditor, and **Clive Brian Mulligan,** Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River, in the above matter, a sale will be held on Monday, 9 August 1993 at 09:00, on the spot, in front of the Kuils River, Magistrate's Court-house:

Erf 4379, Blue Downs, situated in the Lower Kuils River, No.1 Local Area, Division of Stellenbosch, situated at 14 Warbler Way, Electric City, Blue Downs, measuring 381 (three hundred and eighty-one) square metres, held by Title Deed T73483/88.

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 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 building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank- of building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Kuils River.

Dated at Cape Town on this the 25th day of June 1993.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z25854.)

Case 5345/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd,** Execution Creditor, and **John Andrew Pekeur,** First Execution Debtor, and **Margo Marlene Pekeur,** Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River, in the above matter, a sale will be held on Monday, 9 August 1993 at 09:00, on the spot, in front of the Kuils River, Magistrate's Court-house:

Erf 4392, Blue Downs, situated in the Lower Kuils River, No.1 Local Area, Division of Stellenbosch, situated at 7 Gallinule Street, Electric City, Blue Downs, measuring 325 (three hundred and twenty-five) square metres, held by Title Deed T14033/89.

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 (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 building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Kuils River.

Dated at Cape Town on this the 25th day of June 1993.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z25852.)

Case 1533/92

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

In the matter between **Cape of Good Hope Bank Ltd,** Judgment Creditor, and **S. Benjamin,** Execution Debtor

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Tuesday, 17 August 1993 at 14:00, and at the property of the following immovable property:

Remainder Erf 83811, Cape Town at Retreat, in the Municipality of Cape Town, Cape Division, in extent 1 694 (one thousand six hundred and ninety-four) square metres, held by Certificate of Consolidated Title T5203/1962, situated in 10th Avenue, Retreat, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of Value-Added Tax and the purchaser shall pay Value-Added Tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: Brick building consisting of a service station and workshop and four shops, such shops presently comprising a butchery, tyre shop, paint shop and cafe and house consisting of four bedrooms, bathroom, kitchen and lounge under an asbestos roof.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Wynberg, and at the offices of the undermetioned auctioneers, Permanent Trust Auctioneers, 11th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (A.C. Broodryk/113455.)

Case 5346/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd,** Execution Debtor, and **Keith John Pretorius,** Firts Execution Creditor, and **Hanneline Pretorius,** Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River, in the above matter, a sale will be held on Monday, 9 August 1993 at 09:00, on the spot, in front of the Kuils River, Magistrate's Court-house:

Erf 5340, Blue Downs, situated in the Kuils River, No.1 Local Area, Division of Stellenbosch, situated at 5 Teal Avenue, Electric City, Blue Downs, measuring 366 (three hundred and sixty-six) square metres, held by Title Deed T25994/90.

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 (1/10th) 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 building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Kuils River.

Dated at Cape Town on this the 25th day of June 1993.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. DBS/BBG/Z25851.)

Case 18039/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **Paul Edward Timm,** First Defendant, and **Tina Finalia Bentham,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution, dated 2 February 1993, the property listed hereunder, and commonly known as 5 Tristan Crescent, Wavecrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Friday, 13 August 1993 at 10:00, to the highest bidder:

Erf 45965, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 312 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 28th 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.1362.)

Case 12636/92

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

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **André Anthony van Harte,** First Defendant, and **Elizabeth Anne van Harte,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution, dated 13 November 1992, the property listed hereunder, and commonly known as 78 Berlin Square, Strandfontein Village, will be sold in execution in front of the Magistrate's Court, Wynberg, on Friday, 13 August at 10:00, to the highest bidder:

Erf 37721, Mitchells Plain, in the Municipality of Cape Town, Administrative District of the Cape, in extent 209 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet and single garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 28th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moor Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1281.)

Case 7702/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), formerly Natal Building Society Ltd, Plaintiff, and **Herbert William Cloete,** First Defendant, and **Deborah Jennifer Cloete,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution, dated 13 September 1990, the property listed hereunder, and commonly known as 25 Yellowwood Drive, Kleinvlei, will be sold in execution in front of the Magistrate's Court, Kuils River, on Monday, 9 August 1993 at 09:00, to the highest bidder:

Erf 3946, Eerste River, situate in the Local Area of Melton Rose, Division of Stellenbosch, in extent 423 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of cement blocks with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 28th 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.93.)

Case 4703/92

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

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

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution, dated 4 March 1992, the property listed hereunder, and commonly known as 54 Fulham Avenue, Weltevreden Valley, will be sold in execution in front of the Magistrate's Court, Wynberg, on Friday, 13 August 1993 at 10:00, to the highest bidder:

Erf 2158, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Division, in extent 400 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 28th 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. 962.)

Case 56055/92

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

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

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 12 May 1993, the property listed hereunder, and commonly known as 7 Breston Street, Silverton, Athlone, will be sold in execution in front of the Magistrate's Court, Wynberg, on Friday, 13 August 1993 at 10:00, to the highest bidder:

Erf 126555, Cape Town, at Athlone, in the Municipality of Cape Town, Division of Cape, in extent 281 square metres.

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

Single-storey residence built of brick with asbestos roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet and servant quarters.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 28th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams N.1305.)

Case 30674/91

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

In the matter between **NBS Bank Ltd,** formerly Natal Building Society Ltd (Reg. 87/01384/06), Plaintiff, and **Megamat Rafiek Osman,** First Defendant,
and **Fatimah Osman,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 12 July 1991, the property listed hereunder, and commonly known as 29 Tristan Crescent, Wavecrest, Strandfontein, will be sold in execution in front of the Magistrate's Court Wynberg, on Friday, 13 August 1993 at 10:00, to the highest bidder:

Erf 45954, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 324 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, two bathrooms and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 28th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. William/N.735.)

Case 16070/92

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

In the matter between **NBS Bank Ltd,** formerly Natal Building Society Ltd (Reg. 87/01384/06), Plaintiff, and **James Matthew Fisher,** First Defendant, and **Winifred Harriet Julia Fisher,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 28 April 1992, the property listed hereunder, and commonly known as 23 Newmarket Road, Turfhall Park, Ottery, will be sold in execution at the premises on Friday, 13 August 1993 at 12:00, to the highest bidder:

Erf 3081, Ottery, situate in the Administrative District of the Cape, in extent 505 square metres.

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

Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 28th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. William/N.1012.)

Case 393/93

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

In the matter between **NBS Bank Ltd,** formerly Natal Building Society Ltd (Reg. 87/01384/06), Plaintiff, and **Gladys Norma Pillay,** Defendant

In pursuance of a judgment of the Magistrate's Court of Malmesbury and writ of execution dated 2 March 1993, the property listed hereunder, and commonly known as 44 Fortune Street, Avondale, Atlantis, will be sold in execution at the premises on Friday, 13 August at 10:00, to the highest bidder:

Erf 770, Wesfleur, in Atlantis Residential Local Area, Cape Division, in extent 450 square metres.

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

Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Malmesbury, 71 St Johns Street, Malmesbury. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 28th day of June 1993.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. William/N.1384.)

Case 55260/91

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

In the matter between **Nedcor Bank Ltd** (Reg. 51/00009/06), Judgment Creditor, and **Mervyn Godfrey Daniels,** Judgment Debtor

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, to the highest bidder on 10 August 1993 at 10:00:

Erf 121532, Retreat, 278 square metres.

Improvements reported but not guaranteed: Brick dwelling, asbestos roof, three bedrooms, kitchen and lounge.

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 (insert Auctioneer if necessary—delete this after insertion).

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, which 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 23rd day of June 1993.

Pincus Matz-Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 38586/92

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), Judgment Creditor, and **Sally Ann Nicholas,** Judgment Debtor

The following property will be sold in execution by public auction held at Otjiwanda, 3 Ian Close, Constantia, to the highest bidder on 10 August 1993 at 12:00:

Erf 1659, Constantia, 1 144 square metres.

Improvements reported but not guaranteed: Single storey, brick walls, tiled roof, three bedrooms, two bathrooms, kitchen, servants' quarters and 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, and the offices of Ford and Van Niekerk, Plumstead.

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, which 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 23rd day of June 1993.

Pincus Matz-Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Saak 2324/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Kraaifontein Munisipaliteit,** Eiser, en **J. Gill,** Verweerderes

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Dinsdag, 3 Augustus 1993 om 10:30, op die perseel geleë te Vyfde Laan 231, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as Erf 9990, Kraaifontein, in die Munisipaliteit van Kraaifontein, afdeling Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T9948/87, synde 'n woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet en motorhuis.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 21% (een en twintig per sent) per jaar vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Afslaer I. J. Hugo, Balju, Landdroshof, Northumberlandstraat 29, Bellville.

Geteken te Kraaifontein op hierdie 25ste dag van Junie 1993.

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein.

Saak 4225/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **ESKOM,** Eiser, en **Gerald George Mentoor,** Verweerder

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 3 Augustus 1993 om 11:30, op die plek te Midassingel 75, Pinelea, Brackenfell:

Erf 8646, Brackenfell, in die plaaslike gebied van Scottsdene, afdeling Stellenbosch, groot 248 vierkante meter, gehou deur die Verweerder kragtens Transportakte T66966/89 gedateer 20 November 1989.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 20,75% (twintig komma sewe vyf persent) betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

'n Woonhuis bestaande uit drie slaapkamers, sit-/eetkamer, kombuis, badkamer, toilet en enkelmotorhuis.

4. Die volledige veilingvoorwaardes sal ten tyde van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandstraat 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 15de dag van Junie 1993.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 94-84061.)

Saak 565/93

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Mev. A. Keller,** Verweerderes

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 25 Februarie 1993, en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieër op Vrydag, 30 Julie 1993 om 10:00, op die perseel van die Verweerderes, naamlik:

Erf 525, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, groot eenduisend tweehonderd ses-en-twintig (1 226) vierkante meter, gehou kragtens Transportakte T1280/89, ook bekend as Sunsetlaan 7, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die Reëls daaronder uitgevaardig en ook die voorwaardes van die Titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit portaal, sitkamer, eetkamer, drie slaapkamers, een-en-'n-halwe badkamers, kombuis, motorhuis, buitekamer en buitetoilet.

3. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 24ste dag van Junie 1993.

Duvenage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123, Posbus 104, Oudtshoorn.

Case 4859/93

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 **Steven Wippenaar** and **Josephine Wippenaar,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 11 August 1993 at 09:00:

Erf 1868, Eerste River, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 367 square metres, also known as 12 Suurbraak Street, Melton Rose, Clairwood, Eerste River.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, three bedrooms, kitchen 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 4860/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVERHELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd,** trading as United Bank, Plaintiff, and **Robert William Wilson** and **Joan Levina Wilson,** Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrates' Court, Kuils River, on 11 August 1993 at 09:00:

Erf 960, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 260 square metres, also known as 20 Virtue Crescent, Tuscany Glen, Blue Downs.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, kitchen, three 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.

Saak 37949/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD KAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Gustav Marthinus Johannes Pieterse,** Eerste Verweerder, en **Amelia Pieterse,** Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, gedateer 5 April 1993, sal die ondergemelde eiendom verkoop word op 6 Augustus 1993 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid.

Erf 1005, Walmer, in die munisipaliteit en afdeling Port Elizabeth, groot 2 198 (tweeduisend eenhonderd agt-en-negentig) vierkante meter, gehou kragtens Transportakte T44212/92, ook bekend as Prospectweg 183, Walmer, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom:

(a) 'n Losstaande baksteenwoonhuis met asbesdak bestaande uit vier slaapkamers, sit- en eetkamer, kombuis, twee-en-'n halwe badkamer, gesinskamer en studeerkamer.

(b) 'n Losstaande baksteen buitegebou met asbesdak, enkelmotorhuis, motorafdak, bediendekamer, w.k. en stoorkamer.

Geteken te Port Elizabeth op die 29ste dag van Junie 1993.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/ob.)

Saak 825/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Saambou Bank Bpk.**, Vonnisskuldeiser, en **H. McGregor,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 27 Februarie 1992, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 10 Augustus 1993 om 10:30, op die perseel van Reservoirstraat 18, Ruwari, Brackenfell, aan die hoogste bieder en onderhewig aan die voorwaardes hierna uiteengesit en die verdere voorwaardes wat deur die afslaer by die verkoping uitgelees sal word:

Eiendom: Sekere Erf 1875, Brackenfell, in die munisipaliteit van Brackenfell, afdeling Stellenbosch, groot 819 (agt honderd en negentien) vierkante meter, gehou kragtens Transportakte T8376/1982.

Beskrywing: Die volgende inligting word verstrek maar nie gewaarborg nie: Op die perseel is 'n enkelvlak woonhuis met sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers, bediende kamer en enkelmotorhuis. Die konstruksie is van baksteen met teëldak.

Die eiendom kan inspekteer word in oorleg met Brynard & Brynard, Albie de Waalstraat 16, Brackenfell.

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling, tesame met die afslaerskommissie van 7,7% (sewe komma sewe persent) van die koopprys betaal word. Die balans van die koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Vonnisskuldeiser se prokureur en wat aan die Balju, Landdroshof, binne dertig (30) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volle verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Northumberlandstraat, Bellville.

Datum: 25 Junie 1993.

Brynard & Brynard, Vonnisskuldeiser se Prokureurs, Albie de Waalstraat 16, Brackenfell. (Verw. J. J. Brynard/jk/S333.)

Case 25685/91

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **John Henry Adams,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Mitchells Plain in the Municipality of Mitchells Plain Division, being Erf 34618, measuring 162 square metres, held by the Execution Debtor under Deed of Transfer T26447/1989 dated 1989-05-16, popularly known as 106 Oval Street, Beacon Valley, Mitchells Plain.

The property consists of single dwelling built of brick walls under tiled roof, three bedrooms, kitchen, lounge, toilet, bathroom and dining-room.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rate if any, necessary to enable transfer to be given; (b) insure the property against damage by fire: (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs Castle/KT/M.)

Case 69798/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Maria Arendse,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 0034542, measuring 347 square metres, held by the Execution Debtor under Deed of Transfer T4552/1956 dated 1956-04-04, popularly known as 26 Denchworth Road East, Athlone.

The property consists of single dwelling built of brick walls under tiled roof, three bedrooms, kitchen, lounge, bathroom and w.c.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs Castle/KT/M1094.)

Case 3132/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Mr K. L. L. Abrahams,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 40869, measuring 273 square metres, held by the Execution Debtor under Deed of Transfer T2458/1989 dated 1989-01-16, popularly known as 79 Mariana Crescent, Morgenster, Mitchells Plain.

The property consists of single dwelling built of brick walls under tiled roof, three bedrooms, kitchen, lounge, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without waranty of posession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs Castle/KT/M1050.)

Case 20/93

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

ABSA Bank Ltd, trading as United Bank, *versus* **Rodney Graeme Europa** and **Joadrian Una Europa**

The following property will be sold in execution by public auction held at 88 Villiers Street, Bredasdorp, to the highest bidder on 6 August 1993 at 11:00:

Erf 362, Bredadsdorp, in the Municipality and Division of Bredasdorp, in extent 714 (seven hundred and fourteen) square metres, held by Deed of Transfer T73001/91, situated at 88 Villiers Street, Bredasdorp.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Entrance-hall, kitchen/lounge/dining-room, laundry, three bedrooms, bathroom, toilet, shower/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) per annum 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 the 25th day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 19469/93

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

In the matter between **Saambou Bank Ltd,** Execution Creditor, and **Arthur Roger Henry,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, and writ of execution dated 1 June 1993, the following property will be sold in execution on Thursday, 26 August 1993 at 14:00, to the highest bidder at 60 Harpford Road, Wynberg:

Certain one quarter (¼) share in the remainder of Erf 69623, Cape Town at Wynberg, measuring 1 154 (one thousand one hundred and fifty-four) square metres, held by Deed of Transfer T717/1987, also known as 60 Harpford Road, Wynberg.

Consisting of single storey semi-detached dwelling, built of brick under zink roof, consisting of two bedrooms, lounge, bathroom and kitchen.

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 aforegoing, 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 19,25% (nineteen 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 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 on this the 28th day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case 3355/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Saambou Bank Ltd,** Execution Creditor, and **Anwar Francis,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain and writ of execution dated 1 June 1993, the following property will be sold in execution on Thursday, 26 August 1993 at 12:00, to the highest bidder at 32 Ontara Street, Portlands, Mitchells Plain.

Certain Erf 4081, Mitchells Plain in the Municipality of Cape Town, Cape Division, measuring 188 (one hundred and eighty-eight) square metres, held by Deed of Transfer T38047/92, also known as 32 Ontara Street, Portlands, Mitchells Plain.

Consisting of residence, built with brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, 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 19,5% (nineteen comma 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 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 on this the 28th day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Saak 2915/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES

In die saak tussen **ABSA Bank Bpk.** (voorheen United Bank Bpk., voorheen United Bouvereniging), Eiser, en **Phillip Arthur Andrew Manuel,** Eerste Verweerder, en **Charmaine Anne Manuel,** Tweede Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Somerset-Wes gedateer 26 November 1991, en lasbrief tot uitwinning sal die volgende eiendom in eksekusie verkoop word, voor die Landdroskantoor, Somerset-Wes, op Dinsdag, 10 Augustus 1993 om 10:00, aan die hoogste bieër:

Sekere Erf 2665, Macassar, in die Plaasike Gebied Macassar, afdeling Stellenbosch, groot 300 (driehonderd) vierkante meter, gehou kragtens Transportakte T55089/88, ook bekend as Linklaan 103, Macassar.

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom en die eiendom sal onderhewig aan die voorafgaande, aan die hoogste bieër verkoop word.

2. Die volgende verbeterings aan die eiendom word gemeld maar niks word gewaarborg nie: 'n Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

3. *Betaling:* Tien persent (10%) van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 19,75% (negentien komma sewe vyf persent) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrag versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Hof.

Gedateer te Strand op hierdie 28ste dag van Junie 1993.

A. Loedolff, vir Murray Smith & Swanepoel, Prokureurs vir Vonnisskuldeiser, Unitedgebou, Hoofweg, Strand.

Case 2449/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Ltd, trading as United Bank, *versus* **Daniel Lott** and **Siena Lott**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 9 August 1993 at 10:00, to the highest bidder:

Erf 3838, Kleinvlei, in extent 225 square metres, held by T10700/1989, situated at 18 Riddle Street, Park Avenue Village, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, 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 (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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0219/gl.)

Case 752/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Ltd, trading as United Bank, *versus* **Andre Wilfred Pearce** and **Penelope Peter Pearce**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 9 August 1993 at 10:00, to the highest bidder:

Erf 3267, Blue Downs, in extent 421 square metres, held by T60376/1988, situated at 7 Manchester Street, Malibu Village, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, 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 (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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0161/gl.)

Case 5056/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Ltd, trading as United Bank, *versus* **Gert Manuel** and **Lenie Manuel**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 9 August 1993 at 10:00, to the highest bidder:

Erf 1990, Eerste River, in extent 322 square metres, held by T39166/1989, situated at 22 Concordia Street, Devon Park, Eerste River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms, 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 (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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0248/gl.)

Case 9769/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Ltd, trading as United Bank, *versus* **Richard Nicholas** and **Shaeda Nicholas**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 9 August 1993 at 10:00, to the highest bidder:

Erf 8120, Brackenfell, in extent 283 square metres, held by T13537/1988, situated at 146 Northpine Street, Brackenfell, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and attached single garage.

2. *Payment:* 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 (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.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2086/gl.)

Case 4039/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Ltd, trading as United Bank *versus* **Mohammed Shakie Wasserfall** and **Sumaya Wasserfall**

The following property will be sold in execution in front of the Courthouse for the District of Kuils River, on Monday, 9 August 1993 at 10:00, to the highest bidder:

Erf 733, Blue Downs, in extent 225 square metres, held by T52592/88, situated at 33 Lohr Crescent, Silversands, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet and single garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by 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 Riebeek Street, Cape Town. (Ref. D9U0886/gl.)

Saak 341/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen **Saambou Bank,** Eiser, en **A. Cronje,** Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Caledon, en lasbrief tot uitwinning gedateer 30 Maart 1993, sal die volgende eiendom in eksekusie verkoop word, by die perseel te Carlaweg, Pringlebaai, op Woensdag, 28 Julie 1993 om 11:00, aan die hoogste bieër:

Sekere: Erf 1394, Pringlebaai, in die gebied van die plaaslike raad van Pringlebaai, afdeling Caledon, groot 600 (seshonderd) vierkante meter, gehou kragtens Transportakte T55051/92, ook bekend as Carlaweg , Pringlebaai.

1. Die eiendom sal verkoop word sonder voorbehoud aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê.

2. Die koopprys sal as volg betaalbaar wees:

(a) 10% (tien persent) in kontant by ondertekening van die koopkontrak.

(b) Die balans op registrasie van transport en vir hierdie doel sal die koper 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die veiling verskaf aan die Geregsbode.

3. Die verbeteringe geleë te bogemelde perseel is as volg:

(a) Leë erf.

Die volledige verkoopvoorwaardes sal onmiddellik voor die veiling uitgelees word en lê ook ter insae by die kantore van die Geregsbode, Caledon.

Miller Bosman & Le Roux, Volkskasgebou, Hoofstraat, Somerset-Wes. (Verw. N. J. le Roux/MT/SCS362.)

Saak 16358/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Kraaifontein Munisipaliteit,** Eiser, en **T. J. Pretorius,** Eerste Verweerder, en **M. M. E. Pretorius,** Tweede Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Dinsdag, 3 Augustus 1993 om 10:00, op die perseel geleë te Kotzestraat 44, Kraaifontein. Die onroerende eiendom te koop, staan bekend as:

Erf 4383, Kraaifontein, in die munisipaliteit van Kraaifontein, afdeling Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T48039/85, synde 'n woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers en badkamer.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen die koers betaal deur Ordonnansie 20 van 1974, vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, Vonnisskuldeiser voorsien van 'n bank- of bouvereenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Afslaer, I. J. Hugo, Balju, Landdroshof, Northumberlandstraat 29, Bellville.

Geteken te Kraaifontein op hierdie 25ste dag van Junie 1993.

Smit Kruger & Potgieter, vir J. T. Potgieter, Brightonweg 50, Kraaifontein.

Case 4878/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank of S.A. Ltd,** Plaintiff, and **Loyiso Kholekile Sondlo,** First Defendant, and **Lorna Sondlo,** Defendant

In execution of the judgment of the Magistrate's Court for the District of Mitchells Plain in the above matter, a sale will be held in front of the Wynberg Magistrate's Court House, Church Street, Wynberg, on 5 August 1993 at 10:00, of the following property:

Erf 24983, Khayelitsha, in the area of Lingelethu-West City Council, Administrative District of the Cape, in extent one hundred and eighty-nine (189) square metres, held by Deed of Transfer TL55977/91.

The property consists of one single dwelling of brick walls under asbestos roof comprising of approximately: Two bedrooms, dining-room, kitchen, bathroom/w.c.

1. The sale is subject to the provisions 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/s. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may, however, at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event the purchaser will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

Easau Shapiro, Isaacson & Burman Inc., Plaintiff's Attorneys, 145 Main Road, Claremont.

Saak 21842/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Eskom Finansieringsmaatskappy (Edms.) Bpk.,** Eiser, en **Lesley Andrew Michael van der Bergh,** Verweerder

In die gemelde saak sal 'n veiling gehou word op Vrydag, 6 Augustus 1993 om 11:45, op die plek te Forbessingel 51, Ravensmead.

Erf 16378, gedeelte van Erf 11466, Parow, in die munisipaliteit van Parow, groot 312 vierkante meter, gehou deur die Verweerder kragtens Transportakte T52163/88, gedateer 7 September 1988.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 19,75% (negentien komma sewe vyf persent) per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (alhoewel niks in hierdie opsig gewaarborg word nie): 'n Skakelhuis bestaande uit drie slaapkamers, sit/eetkamer, kombuis, badkamer en toilet.

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, Northumberlandstraat 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 23ste dag van Junie 1993.

Marais Müller, vir E. L. Conradie, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Saak 6413/92

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **ABSA Bank,** Eiser, en **R. W. C. Smith,** Eerste Verweerder, en **J. Smith,** Tweede Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie gedateer, 20 Oktober 1992, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 12 Augustus 1993 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 5638, in die munisipaliteit van Uitenhage, en afdeling Uitenhage, groot 1 305 vierkante meter (eenduisend driehonderd en vyf) vierkante meter, gehou kragtens Transportakte T70613/91, geleë te Scanlanstraat 38, Uitenhage.

Verbeterings: 'n Woonhuis met gebruiklike buite geboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (Afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Cuylerstraat 45, Uitenhage.

Gedateer te Uitenhage op die 24ste dag van Junie 1993.

G. P. van Rhyn Minnaar & Kie., Rhymingebou, Republiek Plein, Uitenhage. (Verw. mej. Ferreira/S04067.)

Case 5561/93

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 **Damon van Rooyen,** First Defendant, and **Jeanette van Rooyen,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated, 27 May 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River on Friday, 30 July 1993 at 09:00, to the highest bidder:

Certain: Erf 2794, Blue Downs, in the Lower Kuils River 1, Local Area, Division of Stellenbosch, in extent 287 (two hundred and eighty-seven) square metres, held by Deed of Transfer T30575/90, also known as 27 Kingston Road, Malibu, Blue Downs, 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 aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A brick dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent Creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

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

Malan Laäs & Scholtz, for G. Visser, Plaintiff's Attorneys, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GUV/SP Z19123.)

Saak 1656/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **E P Building Society,** Eksekusieskuldeiser, en **M. L. Makalima,** Eerste Eksekusieskuldenaar, en **N. G. Makalima,** Tweede Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 3 Junie 1993, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te die Landdroskantoor, Bergrivier Boulevard, Paarl, verkoop word op Donderdag, 5 Augustus 1993 om 10:00, aan die hoogste bieër:

Erf 116, Mbekweni, Paarl, in die munisipaliteit en afdeling Paarl, groot 261 vierkante meter, geleë te V115, Mbekweni, Paarl.

Terme:

1. Die verkoping sal aan die hoogste bieër geskied, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944 soos gewysig, en die reëls en bepalings wat daarvolgens en volgens die Transportaktes gemaak is in soverre dit van toepassing is.

2. Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop teen 17,1% (sewentien komma een persent) per jaar tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank- of bougenootskapwaarborg.

4. Die ander voorwaardes en terme lê ter insae by die kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 24ste dag van Junie 1993.

Faure & Faure, Eiser se Prokureurs, Hoofstraat 227, Paarl.

Saak 1348/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **ABSA Bank Bpk.,** handeldrywende as Volkskas Bank, Vonnisskuldeiser, en **Marius Spies,** Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Vryburg, op 'n lasbrief vir ekskusie gedateer 4 Junie 1993, in bogenoemde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op 13 Augustus 1993 om 10:00 te Grieselstraat, Reivilo, naamlik:

Erf 223, Reivilo, geleë in die Reivilo-dorpsuitbreiding 1, Munisipaliteit Reivilo, afdeling Vryburg, groot 4 550 vierkante meter, gehou kragtens Akte van Transport T422/1990, welke eiendom bekend sal staan as Griesselstraat, Reivilo.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalings van artikel 66 van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder gepromulgeer.

2. Vyftien persent (15%) 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 18,25% (agtien komma twee vyf persent) per jaar vanaf datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar binne 30 dae na datum van die geregtelike verkoping in kontant of verseker deur 'n bank- of bougenootskapwaarborg.

3. Die koper is aanspreeklik vir die betaling van die afslaerskommissie, transportkostes, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantore van die Adjunkbalju, Vryburg, sowel as die Vonnisskuldeiser se prokureurs, Kotze Louw & Swanepoel, Vryburg.

Geteken te Vryburg op hede die 22ste dag van Junie 1993.

Kotze Louw & Swanepoel, Prokureurs vir die Vonnisskuldeiser, De Kockstraat 14, Posbus 123, Vryburg, 8600. [Tel. (01451) 3964.]

Saak 8276/92

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Boland Bank Bpk.,** Eksekusieskuldeiser, en **Stephanus Esias Bates Vermaak,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof, Uitenhage, gedateer 1 April 1993, in die bogemelde aangeleentheid, sal die Eksekusieskuldenaar se onroerende eiendom sonder reserweprys verkoop word voor die Landdroskantoor, Sarel Cilliersstraat, Steytlerville, op Vrydag, 6 Augustus 1993 om 11:30, onderhewig aan die verkoopvoorwaardes wat voor die veiling ter insae lê by die kantoor van die Balju vir die distrik Steytlerville, te Sarel Cilliersstraat, Steytlerville, of Hoofstraat 34, Jansenville, en te kantore Le Roux Cubitt & Cronjé, Blenheimhuis, Bairdstraat 4, Uitenhage, Eksekusieskuldeiser se prokureurs.

Die eiendom is geleë 12 km vanaf Steytlerville op die Slagterville Oorlogspoort Spreeufontein, pad en bestaan uit Gedeelte 5 van plaas Kilwarden (ook bekend as De Poort), geleë in die afdeling Steytlerville, groot 685,2252 hektaar, Transportakte met Kaart No. 30861/77.

Besonderhede van die verbeterings op die eiendom is soos volg maar word geensins gewaarborg nie:

1. Vierslaapkamerhuis; sit-/eetkamer, badkamer en kombuis.

2. Stoor.

3. Twee afdakke vir vee.

4. Vier groot kampte, landkamp en huiskamp.

5. Vyf boorgate, drie windpompe, mono pomp en gat moet nog ontgin word.

6. Elektries lyn loop by die plaas.

Betaalvoorwaardes: 10% (tien persent) van die koopprys kontant op die dag van die verkoping, die balans (tesame met rente daarop teen 24,25% per jaar bereken vanaf datum van verkoping tot datum van registrasie van transport) betaalbaar op oordrag, welke bedrag verseker moet word deur 'n bank of bougenootskap of ander aanvaarbare waarborg wat gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Indien belasting op toegevoegde waarde betaalbaar is, sal die koper verantwoordelik wees vir die betaling daarvan.

Afslaerskommissie teen 5% (vyf persent) bereken op die opbrengs van die veiling tot R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand) betaalbaar in kontant op die dag van die veiling. Minimum kommissie sal R100 (eenhonderd rand) beloop.

Gedateer te Uitenhage op hierdie 22ste dag van Junie 1993.

Le Roux Cubitt & Cronjé, Prokureurs vir Eksekusieskuldeiser, Blenheimhuis, Bairdstraat 4, Uitenhage. (Verw. EVN/mev. Hayes/Inv/B01632.)

Case 39556/91

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

In the matter between **United Bank Ltd,** Judgment Creditor, and **Andrew Kid Mathews,** First Judgment Debtor, and **Leah Mathews,** Second Judgment Debtor

The following property will be sold in execution by public auction held at Wynberg Court to the highest bidder on 4 August 1993 at 10:00:

Description: Erf 9053, Guguletu, in the Area of Ikapa Town Council, Cape Division, in extent three hundred and ninety-eight (398) square metres.

Postal address: 7 Dabua Crescent, Luyoloville, Guguletu.

Improvements: Dwelling: Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet, held by Deed of Transfer TL29754/90.

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 19,75% (nineteen comma seven five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 14th 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 334/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Shakespeare Arends,** Defendant

In pursuance of a judgment in the Magistrate's Court of Knysna, and a warrant of execution dated 16 March 1993, the property hereunder listed will be sold in execution by the Sheriff, Knysna, on 4 August 1993 at 10:00, on the premises to the highest bidder:

Erf 5067, situated in Knysna, in the Municipality and Division of Knysna, measuring 278 square metres, held by Deed of Transfer T49651/87 (also known as Erf 5067, Gladstone Road, Hornlee, Knysna).

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

Flat, four shops and office, double storey, brick walls, tiled floors, IBR roofing, no outbuildings, basement for storage and two toilets. Flat with lounge, dining-room, kitchen, bedroom, bathroom and toilet.

Conditions of sale:

1. The property shall be sold withhout 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 centum) thereof on the date of the sale to the Sheriff of the Court, Knysna, and the balance together with interest thereon at the rate of 10% (ten per centum) per annum from date of sale to date of registration of transfer shall be paid to the Sheriff of the Court, Knysna, within 30 days or secured by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the office of the Sheriff, Knysna, and at the offices of Richard A. Sohn, of Hilhursheim, 42 Main Street, Knysna.

Dated at Knysna this 23rd day of June 1993.

Richard A. Sohn, Plaintiff's Attorneys, Hilhursheim, 42 Main Street, Knysna.

Saak 332/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen **NBS Bank Bpk.**, Vonnisskuldeiser, en **Shakespeare Arends,** Vonnisskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof te Knysna, en 'n lasbrief vir eksekusie gedateer 1 April 1993, sal die volgende eiendom verkoop word deur die Balju, Knysna, aan die hoogste bieër op 4 Augustus 1993 om 10:30, te die ondervermelde perseel:

Formosastraat 17, Hornlee, Knysna.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Geboue bestaande uit woonhuis enkel/dubbelverdieping, baksteenmure, asbesdak, bedekte vloere, eetkamer, sitkamer, studeerkamer, kombuis, drie slaapkamers, badkamer, toilet en garage.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

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

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van die Balju, Knysna, sowel as by die kantoor van prokureur Richard A. Sohn, van Hilhursheim, Hoofstraat 42, Knysna.

Gedateer te Knysna op hierdie 22ste dag van Junie 1993.

Richard A. Sohn, Eiser se Prokureurs, Hilhursheim, Hoofstraat 42, Knysna.

Case 3187/93

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 **Joseph Abrahams,** First Judgment Debtor, and **Brenda Abrahams,** Second Judgment Debtor

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 2 August 1993 at 09:30:

Description: Erf 2319, Eerste River in the Local Area of Blue Downs, Stellenbosch Division, in extent 416 (four hundred and sixteen) square metres, held by Deed of Transfer T62280/92.

Postal address: 6 Paragon Street, Eerste River.

Improvements: Dwelling: Two bedrooms, kitchen, lounge, bathroom and toilet.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest 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 24th 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. W49507/HVN/Mrs Wolmarans.)

Case 4406/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **B. A. Sellidon,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 24684, measuring 148 square metres, held by the Execution Debtor under Deed of Transfer T8104/19891 (dated 1989-02-13), popularly known as 38 Carmatopm Road, Lentegeur, Mitchells Plain.

The property consists of single dwelling built of brick walls under tiled roof, three bedrooms, kitchen, lounge, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M922.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Saak 454/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **F H Loubser Beleggings BK,** Eiser, en **Hendrik Philander,** Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury, en lasbrief vir eksekusie teen goedere gedateer 25 Februarie 1993, sal die volgende eiendom in eksekusie verkoop word, op die eiendom te Klinkerstraat, Mamre, op 12 Augustus 1993 om 10:00, onderhewig aan die verkoopvoorwaardes, hierna vermeld:

Sekere Erf 782, Mamre, groot 736 (sewehonderd ses-en-dertig) vierkante meter, gehou kragtens Akte van Transport T26535/1992, onderworpe aan die voorwaardes daarin vermeld, ook bekend as Klinkerstraat 20, Mamre.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieër verkoop word, maar verder onderhewig aan 'n reserweprys van R11 000.

2. *Betaling:* Tien persent (10%) van die koopprys moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 18,5% (agtien komma vyf per centum) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en in geval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

3. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Malmesbury op hierdie 1ste dag van Julie 1993.

S. S. D. Terblanche, vir Groenewaldt Schoeman & Terblanche, Sanlamsentrum, Hillstraat, Malmesbury.

Saak 251/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Wellington Munisipaliteit,** Eiser, en **Christina Crossney,** Verweerder

In die proses van eksekusie en ten uitvoerlegging van 'n vonnis in bostaande saak, sal die eiendom wat hierna beskryf word, per geregtelike veiling verkoop word by die Landdroshof, Wellington, by die voordeur van die gebou Bosstraat 12, Newton, Wellington, op 3 Augustus 1993 om 10:00. Die verkoping vind plaas volgens die reëls van die Landdroshof en voorwaardes wat beskikbaar is by die adres hieronder verstrek, of by die Geregsbode Wellington, maar onder andere die volgende:

1. Een derde van die koopprys is betaalbaar wanneer die eiendom aan die koper toegesê word deur die Geregsbode, en die balans binne 14 (veertien) dae daarna, tesaam met transportkostes en enige ander agterstallige belastings. Indien die koper versuim om sodanige betalings te doen, kan die koop gekanselleer word, en die koper mag aanspreeklik wees vir verdere kostes.

Erf 2253, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 906 vierkante meter, gehou kragtens T49996/1988.

Louw & Schreve, Fonteinstraat 29, Wellington. (Tel. 3-1171.)

Saak 444/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **South African Mutual Mortgage Investment Corporation (Pty) Ltd,** Eiser, en **Gerhardus Cornelius Kleynscheldt,** Eerste Verweerder, en **Aletta Maria Kleynscheldt,** Tweede Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof, gedateer 28 Mei 1993, en 'n lasbrief tot uitwinning van onroerende goed, gedateer 1 Junie 1993, sal die ondergemelde onroerende eiendom deur die Balju van die Hooggeregshof vir die distrik Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieër voor die Landdroskantore te Kimberley, op Vrydag, 13 Augustus 1993 om 10:00:

Die eiendom wat verkoop word is die volgende:

Sekere Erf 18654, gedeelte van Erf 787, geleë in die stad en distrik Kimberley, groot 407 m^2 (vierhonderd en sewe vierkante meter), gehou kragtens Transportakte 751/92 (ook bekend as Halkettweg 18, Kimberley).

Informasie: Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: Op die eiendom is daar 'n woonhuis met buitegeboue.

Verkoopvoorwaardes: Tien persent (10%) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met afslaerskommissie, en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank- of bouvereniging- of ander waarborg. Die eiendom word verkoop sonder 'n reserweprys, maar onderhewig aan die goedkeuring van die Eiser binne veertien (14) dae na datum van die verkoping. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju van die Hooggeregshof, te Woodleystraat 36, Kimberley.

Gedateer te Kimberley op hierdie 25ste dag van Junie 1993.

Elliott, Maris, Wilmans & Hay, Eiser se Prokureur, Grondvloer, Cheapside, Posbus 179, Kimberley. (Verw. mnr. Haddad/rj/H2343.)

Saak 533/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Bpk.**, Eiser, en **Adrian Jacobus Visser**, en **Susanna Hester Margaretha Visser**, Verweerders

In navolging van 'n vonnis van bogemelde Agbare Hof, gedateer 28 Mei 1993, en 'n lasbrief tot uitwinning van onroerende goed, gedateer 1 Junie 1993, sal die ondergemelde onroerende eiendom deur die Balju van die Hooggeregshof vir die distrik Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieër voor die Landdroskantore te Kimberley, op Vrydag, 13 Augustus 1993 om 10:00:

Die eiendom wat verkoop word is die volgende:

Sekere Erf 101, Kimberley, geleë in die stad en distrik Kimberley, groot 1 512 m^2 (eenduisend vyfhonderd en twaalf vierkante meter), gehou kragtens Transportakte T1245/84 (ook bekend as Michaelstraat 3, Kimberley).

Informasie:

Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: Daar is 'n woonhuis met buitegeboue op die eiendom.

Verkoopvoorwaardes: Tien persent (10%) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank- of bouvereniging- of ander waarborg. Die eiendom word verkoop sonder 'n reserweprys, maar onderhewig aan die goedkeuring van die Eiser binne veertien (14) dae na datum van die verkoping. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju van die Hooggeregshof, te Woodleystraat 36, Kimberley.

Gedateer te Kimberley op hierdie 25ste dag van Junie 1993.

Elliott, Maris, Wilmans & Hay, Eiser se Prokureurs, Grondvloer, Cheapside, Posbus 179, Kimberley. (Verw. mnr. Haddad/rj/H2366.)

Case 1787/92

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

In the matter between **The Municipality of the City of Cape Town**, Judgment Creditor, and **Miss E. S. Theodore**, Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 18765, measuring 160 square metres, held by the Execution Debtor under Deed of Transfer T20640/1989, dated 17 April 1989, popularly known as 5 Amethyst Road, Rocklands, Mitchells Plain.

The property consists of a semi-detached residence with three bedrooms, kitchen, lounge, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. R. Simmer:M889.)

Case 7216/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **R. A. Petersen,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 44771, measuring 308 square metres, held by the Execution Debtor under Deed of Transfer T66989/1990, dated 7 November 1990, popularly known as 7 Capri Way, Strandfontein, Mitchells Plain.

The property consists of single dwelling built of brick walls under tiled roof, three bedrooms, kitchen, lounge, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the office of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. R. Simmer:M1016.)

Case 6855/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **E. I. Rossouw,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 3492, measuring 210 square metres, held by the Execution Debtor under Deed of Transfer T38387/1986, 29 September 1986, popularly known as 8 Denne Close, Westridge, Mitchells Plain.

The property consists of single dwelling built of brick walls under tiled roof, three bedrooms, kitchen, lounge, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable eigher in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. R. Simmer:M1107.)

Case 15405/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **W. J. S. McKenzie,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 34271, measuring 423 square metres, held by the Execution Debtor under Deed of Transfer T52087/1980, dated 31 December 1980, popularly known as 3 Maindy Road, Gleemoor, Athlone.

The property consists of single dwelling built of brick walls under sink roof, two bedrooms, kitchen, lounge, bathroom and w.c.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. R. Simmer:M1011.)

Case 12542/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **D. M. Mini,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 103049, measuring 538 square metres, held by the Execution Debtor under Deed of Transfer T18993/1962, dated 18 December 1962, popularly known as 47 Joanne Road, Landsdowne.

The property consists of single dwelling built of brick walls under tiled roof, three bedrooms, kitchen, lounge, bathroom and w.c., garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. R. Simmer:M1065.)

Case 38301/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **C. S. Wickham,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situate at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 127750, measuring 255 square metres, held by the Execution Debtor under Deed of Transfer T35413/1986, dated 8 September 1986, popularly known as 73A Waterloo Road, Lansdowne.

The property consists of single dwelling built of brick walls under sink roof, two bedrooms, bathroom and w.c., kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge-Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. R. Simmer:M1030.)

Case 2342/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **L. Wagener,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Mitchells Plain in the Municipality of Cape Town, Cape Division, being Erf 40815, measuring 242 square metres, held by the Execution Debtor under Deed of Transfer T18798/1991, dated 2 April 1991, popularly known as 29 Christine Street, Morgenstraat, Mitchells Plain.

The property consists of single dwelling built of brick walls under tiled roof, three bedrooms, kitchen, lounge, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. R. Simmer:M1059.)

Case 1403/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **E. J. Ring,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz: Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 4788, measuring 168 square metres, held by the Execution Debtor under Deed of Transfer T49256/1988, dated 25 August 1988, popularly known as 15 Limpopo Way, Portlands, Mitchells Plain.

The property consists of a semi-detach brick residence built of brick walls under tiled roof, three bedrooms, kitchen, lounge, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. R. Simmer:M1106.)

Case 18169/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Miss J. Shand,** Judgment Debtor

The property described hereunder will be sold at the Court House, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, *viz* certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 9496, measuring 162 square metres, held by the Execution Debtor under Deed of Transfer T25955/1991, dated 3 May 1991, popularly known as 34 Hamerkop Road, Rocklands, Mitchells Plain.

The property consists of a semi-detached double storey residence under tile roof, three bedrooms, kitchen, lounge, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per cent) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma twenty-five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, cost of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1045.)

Case 8243/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **J. Pillay,** Judgment Debtor

The property described hereunder will be sold at the Court House, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, *viz* certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 40937, measuring 397 square metres.

Held by the Execution Debtor under Deed of Transfer T19301/1988, dated 14 April 1988, popularly known as 5 Gail Close, Morgenster, Mitchells Plain.

The property consists of one single dwelling built of brick walls, under tiled roof, three bedrooms, kitchen, lounge, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per cent) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma twenty five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, cost of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M912.)

Case 12543/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **F. H. Oppel,** Judgment Debtor

The property described hereunder will be sold at the Court House, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, *viz* certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 35674, measuring 625 square metres, held by Execution Debtor under Deed of Transfer T19600/1979, dated 23 July 1979, popularly known as 28 Somer Street, Greenhaven.

The property consists of one single dwelling built of brick walls under asbestos roof, three bedrooms, bathroom and w.c., kitchen and lounge.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per cent) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma twenty five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, cost of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M1015.)

Case 3155/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **N. W. Simon,** Judgment Debtor

The property described hereunder will be sold at the Court House, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00 *viz* certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf 5971, measuring 215 square metres, held by the Execution Debtor under Deed of Transfer T4748/1988, dated 29 January 1988, popularly known as 30 Pall Mall Way, Portlands, Mitchells Plain.

The property consists of one single dwelling built of brick walls under tiled roof, three bedrooms, kitchen, lounge, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per cent) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma twenty five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, cost of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Miss R. Simmer:M925.)

Case 10539/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Erf Four Two One Nine Zero Crawford CC,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, *viz*:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 42190, measuring 391 square metres, held by the Execution Debtor under Deed of Transfer T2169/1990 (dated 16 January 0), popularly known as 4 Crawford Road, Rondebosch East.

The property consists of brick wall under tile roof, lounge, kitchen, three bedrooms, bathroom and w.c. and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices or the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs Castle/KT/M1034.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 6138/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **M. W. Jones,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, *viz*:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 76241, measuring 375 square metres, held by the Execution Debtor under Deed of Transfer T30973/1990 (dated 1 June 1990), popularly known as 38 Dirkie Uys Street, Southfield.

The property consists of brick dwelling consisting of two bedrooms, one and a half bathrooms, kitchen, lounge, dining-room and garage under tile roof.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices or the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs Castle/KT/M971.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case 5590/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **M. M. Cornelius,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, *viz*:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, being Erf 113613, measuring 456 square metres, held by the Execution Debtor under Deed of Transfer T41672/1982 (dated 5 November 1982), popularly known as 53 Nineth Avenue, Retreat.

The property consists of brick dwelling, consisting of three bedrooms, kitchen, lounge, two bathrooms and double garage under a tile roof.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices or the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs Castle/KT/M1114.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Saak 2252/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **J. C. Kruger,** Eerste Verweerder, en **C. W. P. Kruger,** Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 22 Maart 1993, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 30 Julie 1993 om 10:00, voor die Landdroskantore, Vryburg, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 3252, Vryburg, geleë in die Vryburg-dorpsuitbreiding 19, munisipaliteit Vryburg, afdeling Vryburg, groot 1 133 vierkante meter, ook bekend as Hartbeesweg 19, Vryburg.

Voorwaardes: Een tiende van die koopprys in kontant of deur middel van 'n bankgewaarborgde tjek aan die Balju, vir die rekening van die Vonnisskuldeiser, betaling waarvan op die verkoopsdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank- of bouverenigingwaarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 28ste dag van Junie 1993.

Dawid Viviers, Prokureurs vir Eiser, p/a Du Plessis-Viviers, Markstraat 136, Posbus 2010, Vryburg, 8600.

Case 33178/92

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

In the matter between **First National Bank of SA Ltd,** Plaintiff, and Anthony Sydney Brown, First Defendant, and **Cecilia Elizabeth Brown,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 4 December 1992, the undermentioned property will be sold in execution at the Magistrate's Court, Bellville, on Monday, 9 August 1993 at 10:00:

Erf 1809, Delft, in the Local Area of Blue Downs, Administrative District of the Cape, measuring 281 (two hundred and eighty-one) square metres, comprising of lounge, dining-room, two bedrooms, bathroom, toilet, kitchen, garage and under tiled roof, and known as 31 Rosendal Street, Voorbrug, Delft.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 21st day of June 1993.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 5703/93

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 **Dumile Gladstone Mbetane,** unmarried, Defendant

In the above matter a sale will be held on Thursday, 12 August 1993 at 10:00, at the Wynberg Court-house:

Being 5 Moune Street, Graceland, Khayelitsha, measuring 161 (one hundred and sixty-one) 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): Single dwelling built with bricks under an asbestos roof consisting of three bedrooms, dining-room, kitchen and bathroom.

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 28th day of June 1993.

E. W. Domingo & Associates, Plaintiff's Attorneys, Grassy Park Shopping Centre, Victoria Road, Grassy Park. (Tel. 706-2873/4/5.)

Case 12161/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society Ltd,** Plaintiff, and **Pradeepkumar Sonilal,** First Defendant, and **Cynthia Sonilal,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 19 October 1992, the undermentioned property will be sold in execution at the premises on Monday, 2 August 1993 at 11:45:

Erf 8176, Brackenfell, in the Scottsdene Local Area, Stellenbosch Division, measuring 310 (three hundred and ten) square metres, and comprising of brick building with tiled roof, lounge, two bedrooms, bathroom, toilet, kitchen and garage, and known as 125 Northpine Drive, Northpine, Brackenfell.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank or building society's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow on this 11th day of June 1993.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case 5843/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **First National Bank Ltd,** Plaintiff, and **Aloudien Toefy,** First Defendant, and **Washela Toefy,** Second Defendant

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain, and writ of execution dated 14 May 1993, a sale in execution will take place on Thursday, 5 August 1993 at 10:00, at the Magistrate's Court, 9 Electric Street, Wynberg, of:

Certain Erf 45948, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 366 (three hundred and sixty-six) square metres, held by the Execution Debtor, under Deed of Transfer T61505/1989.

The property is a single-storey dwelling of brick walls under tiled roof comprising approximately three bedrooms, lounge, kitchen, bathroom and toilet, single garage.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. 10% (ten per centum) 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 Mitchells Plain, who shall be the auctioneer.

Dated at Cape Town this 21st day of June 1993.

MacCallums, for T. A. Goldschmidt, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/SW.)

Case 6564/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Charl Francois Janse van Rensburg,** First Defendant, and **Joshua de Kock Dykman,** Second Defendant

In the above matter a sale will be held on Wednesday, 4 August 1993 at 11:45, at the site of 100 Van Riebeeck Road, Kuils River, being:

Erf 1167, Kuils River, situate in the Municipality of Kuils River, Division of Stellenbosch, measuring 1 983 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declare to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen per centum (18%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick dwelling under a tiled roof comprising of three bedrooms, dining-room, kitchen, bathroom, toilet, servants' quarters and a brick wall garage with a corrugated iron roof.

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/as.)

Case 708/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **Corporate Body of Jolin Court,** Plaintiff, and **S. S. Zakade,** Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 30 April 1993, the following property will be sold on Thursday, 29 July 1993 at 10:15, at the offices of the Sheriff, Downing Street, King William's Town, to the highest bidder:

Unit 20, Jolin Court, Municipality and Division of King William's Town, in extent 88 (eighty-eight) square metres, known as Flat 20, Top Floor of Jolin Court, Market Street, King William's Town, held under Certificate of Registered Sectional Title ST3225/1992.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act, and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: The unit forms part of Jolin Court. The building consists of a ground floor and two additional floors constructed of brick under iron. The unit itself comprises a lounge/dining-room, kitchen, two bedrooms, separate bathroom and w.c., a passage and a balcony leading from the lounge/dining-room.

Dated at King William's Town this 23rd day of June 1993.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, P.O. Box 511, King William's Town.

Case 12780/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provinsial Division)

In the matter between **Lewis Ellis Chesler,** trading as Moneywise, Plaintiff, and **Mohammed Hassen Sonday,** Defendant

In execution of a judgment in 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 53 School Street, Cravenby Estate, Cape, on Thursday, 5 August 1993 at 09:30, 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, Goodwood.

Erf 14741, Goodwood, situate in Goodwood Township Extension 6, in extent 496 (four hundred and ninety-six) square metres, situate at 53 School Street, Cravenby Estate, Cape.

The following information is furnished concerning the improvements to the property (though in this respect nothing is guaranteed): Single dwelling built of bricks under a tiled roof consisting of three bedrooms, television room, kitchen, bathroom and garage.

Terms: Ten per cent (10%) of the purchase price of the property, together with the Sheriff's commission must be paid in cash immediately after the sale. The balance payable against registration of transfer is to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days after the date of sale.

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

Dated at Cape Town on this the 29th day of June 1993.

C. K. Friedlander Shandling & Volks, Attorneys for Plaintiff, Eighth Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Tel. 23-6120.) (Ref. J. R. Volks/MCS/LE9/06-0290.)

Sheriff for the Supreme Court, 70 Voortrekker Road, Goodwood, Cape.

Case 10457/90

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 **Faruma Properties CC,** Defendant

Pursuant to a judgment of the above-mentioned Honourable Court in the above matter dated 3 October 1990, the following property shall be sold in execution by public auction on Friday, 6 August 1993 at 11:00, at Erf 482, portion of Erf 289, Riviersonderend, in the Municipality of Riviersonderend, Division of Caledon:

Erf 482, portion of Erf 289, Riviersonderend, Municipality of Riviersonderend, Division of Caledon, in extent 1 242 (one thousand two hundred and forty-two) square metres, held by virtue of Deed of Transfer T36261/1985.

The conditions of sale will lie for inspection at the offices of the Sheriff of the Supreme Court, Caledon, at 20 Prince Alfred Road, Caledon.

Dated on the 2nd day of July 1993.

Bisset Boehmke & McBlain, Attorneys for the Plaintiff, 13th Floor, Cartwright's Corner House, 19 Adderley Street, Cape Town. (Ref. JNC/BH/M33138.)

Case 19505/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Senator Park Body Corporate,** Plaintiff, and **Miss A. N. Xaluva,** Defendant

The following property will be sold in execution at 220 Senator Park, Keerom Street, Cape Town, on Tuesday, 3 August 1993 at 12:30, to the highest bidder:

Section 40, as shown and more fully described on Sectional Plan SS116/81, in the scheme known as Senator Park, in respect of the land and building or buildings situated at Cape Town, of which the floor area, according to the said sectional plan is forty-three (43) square metres in extent, and held under Certificate of Registered Title Number ST4219/1992.

1. The following improvements are reported but not guaranteed: Residence in extent forty-three (43) square metres.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,5% (eighteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of demand to the date of transfer] against registration of transfer, which amounts are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale to the Execution Creditor's conveyancers.

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 Claremont this 5th day of July 1993.

G. Buswell, for Henkes Buswell, Third Floor, Sanclare, Dreyer Street, Claremont. [Tel. (021) 683-4990.] (Ref. HL138/Mandy.)

Saak 398/92

IN DIE LANDDROSHOF VIR DIE DISTRIK CARNARVON GEHOU TE CARNARVON

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.,** Eksekusieskuldeiser, en **Hendrik Johannes Jacobs** (jr.) Eksekusieskuldenaar

Ter uitvoering van 'n lasbrief vir eksekusie uitgereik in bogemelde saak gedateer 15 Januarie 1993, sal die volgende vaste eiendomme per openbare veiling in eksekusie verkoop word voor die Landdroskantoor, Carnarvon, op Donderdag, 29 Julie 1993 om 11:00, te wete:

Plaas 355, groot 621,5653 hektaar, Plaas 354, groot 46,2527 hektaar, Plaas 350, groot 23,1264 hektaar en Plaas 349, groot 310,7912 hektaar.

Alle bogenoemde gronde is in die afdeling Carnarvon geleë.

Verbeterings: Ten minste vier kampe, drie pompe, sewe suipings, 'n skuur en arbeiderswoning.

Voorwaardes van verkoop: 10% (tien persent) van die koopsom asook Balju se koste betaalbaar op dag van veiling. Balans van koopprys plus rente teen 18% (agtien persent) per jaar vanaf datum van betaling is betaalbaar teen registrasie van transport in die naam van die koper.

Gedateer te Carnarvon op hede die 29ste dag van Junie 1993.

Johannes G. Coetzee, Prokureur vir Eksekusieskuldeiser, Victoriastraat 10, Posbus 18, Carnarvon, 7060.

Case 2321/93

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 **Raymond Williams,** Defendant

In the above matter a sale will be held on Thursday, 5 August 1993 at 11:30, at the site of 30 Burbank Drive, Scottsdene, being:

Erf 1623, Scottsdene, in the local area of Scottsdene, Division of Stellenbosch, measuring 296 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of sixteen per centum (16%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling, comprising of three bedrooms, bathroom, kitchen, living-room and 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 170/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **King William's Town Municipality,** Plaintiff, and **Miss M. C. Ngcibi,** Defendant

In pursuance of a judgment in the above Honourable Court of 2 February 1993, and a writ of execution dated 29 January 1993 the following immovable property will be sold in execution on Thursday, 29 July 1993 at 10:45, at the offices of the Sheriff for the Magistrate's Court (Rose-Innes Auctions), 11A Downing Street, King William's Town:

Erf 4022, King William's Town, Municipality and Division of King William's Town, being 58 Maluti Road, King William's Town, in extent 1 096 (one thousand ninety-six) square metres held by Deed of Transfer T3619/91.

Conditions of sale:

1. The purchaser will pay 10% (ten per centum) of the purchase price on the date of sale. A building society, bank or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 30th day of June 1993.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/DF.)

Case 33890/92

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 **William Patrick Adams,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 12 March 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 Voortrekker Road, Bellville, to the highest bidder on 2 August 1993 at 14:00:

Erf 11482, Parow, in the Municipality of Parow, Cape Division, in extent 495 (four hundred and ninety-five) square metres, street address 5 Forbes Crescent, 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: Four bedrooms, one and a half bathrooms, dining-room, toilet and double garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 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 centum) from the date of sale to date of registration of tranfer 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 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 13268/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **South African Mutual Mortgage Investment Corporation (Pty) Ltd,** Plaintiff, and **Angus William Stephen Peacey,** Defendant

Pursuant to the judgment of the above Court granted on 16 November 1992, and writ of execution issued thereafter, the undermentioned property will be sold in execution on Thursday, 5 August 1993 at 14:00, 7 The Paddocks, Merlot Avenue, Tableview:

Erf 14629, Portion of Erf 13291, Milnerton in the Municipality of Milnerton, Division Cape, in extent two hundred and forty-one (241) square metres, held under Deed of Transfer T66202/89, known as 7 The Paddocks, Merlot Avenue, Tableview.

The following buildings are situated on the property although in this respect nothing is guaranteed.

A single storey, attached dwelling-house, two bedrooms, bathroom, kitchen, lounge and dining-room.

Conditions of sale: 10% of the purchase price together with the Sheriff's charges in cash or by means of bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank, building society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Supreme Court for Cape Town, Mandatum Building, Barrack Street, Cape Town.

Signed at Cape Town this 29th day of June 1993.

M. D. Emmett, for Walker Malherbe Godley & Field, Plaintiff's Attorneys, 1505 Pleinpark, Plein Street, Cape Town. (Ref. M. D. Emmett/j.og/W37376.)

Case 13955/92

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 **George Gert van Wyk,** First Execution Debtor, and **Delia Carnelia van Wyk,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 1 February 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 2 August 1993 at 09:30:

Erf 3872, Kleinvlei, in the Local Area of Blue Downs, Stellenbosch Division, in extent 168 (one hundred and sixty-eight) square metres, street address 8 The Link, Park Avenue Village, Kleinvlei, 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, bathroom, kitchen, toilet and lounge.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 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 Bellville on this 1st day of July 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 945/93

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

In the matter between **Spilkin & Miltz,** Execution Creditor, and **F. P. Kona,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Uitenhage, dated 23 February 1993, the following property will be sold in execution on 5 August 1993 at 11:00, in front of the Magistrate's Court 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 14104, 1403, 20788 and 21187, situated in the Municipality of Uitenhage.

Division of Uitenhage: Measuring 534 square metres, 534 square metres, 1 393 square metres and 419 square metres.

Under transfer: TL5690/1/82, TL5698/1/83, TL9139/1/86 and TL3091/1990.

In favour of: F. P. Kona.

Situated at: kwaNobuhle, Uitenhage.

The following improvements on the property have been reported but nothing 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 mortage 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 1st day of July 1993.

P. W. Hancke, Attorney for Plaintiff, 76 Botha Street, P.O. Box 84, Despatch, 6220. [Tel. (041) 933-5133.]

Saak 945/93

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **Spilkin & Miltz,** Eksekusieskuldeiser, en **F. P. Kona,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof Uitenhage, gedateer 23 Februarie 1993, in bogemelde aangeleentheid sal die eiendomme hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word, sonder reserwe, op 5 Augustus 1993 om 11:00, voor die Landdroskantoor, Uitenhage, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Balju vir die Landdroshof, Cuylerstraat 45, Uitenhage, en wat deur die Balju vir die Landdroshof, Uitenhage, voor die verkoping afgelees sal word, van welke voorwaarde die belangrikste die volgende is:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderhewig aan die bepalings van die Landdroshofwet en reëls en daarvolgens neergelê en die voorwaardes van die Akte van Transport asook die verkoopvoorwaardes.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Een-tiende ($\frac{1}{10}$) van die koopprys sal betaal word in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met rente soos gevra in die Eerste Verbandakte geregistreer teen die eiendom betaalbaar met 'n bank of bouvereningingtjek of waarborg binne tien (10) dae vanaf datum van koop.

Eiendom: Sekere stuk grond geleë in die munisipaliteit van Uitenhage, afdeling Uitenhage.

Erf: 14104, 14103, 20788, 21187, grootte 534 m^2, 534 m^2, 1 393 m^2 en 419 m^2.

Transportakte TL5690/1/82, TL5689/1/83, TL9139/1/86 en TL3091/1990, geleë te kwaNobuhle, Uitenhage.

Ten gunste van F. P. Kona.

Geteken te Despatch op hierdie 1ste dag van Julie 1993.

P. W. Hancke, Prokureur vir Eiser, Bothastraat 76, Posbus 84, Despatch, 6220. [Tel. (041) 933-5133.]

Case 6290/87

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

In the matter between **Ince Wood & Raudenheimer,** Judgment Creditor, and **Mrs T. Fortuin,** Judgment Debtor

In pursuance of judgment granted on 14 November 1988, in the Wynberg 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 12:00, at site to the highest bidder:

Description: Consisting of brick wall under slate roof, lounge, kitchen, three bedrooms, bathroom and garage held by the Defendant under Deed of Transfer 26339/1977, in extent four hundred and ninety-one (491 square metres) square metres.

Postal address: 12 Carwell Road, Lansdowne.

Improvements: As described above.

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, P.O. Box 162, Wynberg, 7800.

Dated at Cape Town this 29th day of June 1993.

D. P. Erleigh, vir Ince Wood & Raubenheimer, Plaintiff's Attorneys, Second Floor, Glaston House, 63 Church Street, Cape Town, 8001. P,O, Box 1405, Cape Town, 8000. [Tel. (011) 23-2457.]

Saak 908/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Albert Lodewyk Willem Jovner,** Eerste Verweerder, en **Magrieta Cornelia Jovener,** Tweede Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 6 Augustus 1993 om 11:00, by die adres van die eiendom te Mossel Place 547, Fraai-uitsig, Kleinbrakrivier, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 547, Kleinbrakrivier, in die gebied van die Plaaslike Raad van Kleinbrakrivier, Rheebok en Tergniet, afdeling Mosselbaai, groot 987 vierkante meter.

Verbeterings: Woonhuis.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshowe No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. Een-tiende ($\frac{1}{10}$) van die koopprys moet in kontant of deur middel van 'n bank gewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae na die veilingsdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastings, diensgelde, belasting op toegevoegde waarde, afslaerskommissie en enige bykomende koste.

4. 'n Verband is beskikbaar aan 'n goedgekeurde koper.

5. Die verkoping geskied volgens die voorwaardes wat ter insae lê by die kantoor van die Balju, Danie de Jagerstraat 24, Mosselbaai.

Gedateer te Mosselbaai hierdie 1ste dag van Julie 1993.

Knopp & Kotze, Prokureurs vir Eiser, Powriestraat 5, Posbus 206, Mosselbaai, 6500.

Case 29891/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Bansah Property Trust,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town Division, being Erf 71457, measuring 792 square metres, held by the Execution Debtor under Deed of Transfer T25512/1991 dated 30 April 1991, popularly known as 65 - 71 Coronation Avenue, Plumstead.

The property consists of brick dwelling consisting of ground floor: Three shops, first floor: Three bedrooms, two kitchens, two lounges, two bathrooms, balcony under a corrugated roof (lot of small outside buildings) and three shacks.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs Castle/KT/M1000.)

Case 181/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **Willem Daniels,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Mitchells Plain Division, being Erf 10807, measuring 188 square metres, held by the Execution Debtor under Deed of Transfer T31024/1989 dated 7 June 1989, popularly known as 74 Daffodil, Lentegeur, Mitchells Plain.

The property consists of single dwelling built of brick walls under tiled roof, three bedrooms, kitchen, lounge, toilet and bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs Castle/KT/M866.)

Case 582/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **George Baadjies,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Mitchells Plain Division, being Erf 3704, measuring 200 square metres, held by the Execution Debtor under Deed of Transfer T65778/1990 dated 2 November 1990, popularly known as 8 Rozendal Road, Westridge, Mitchells Plain.

The property consists of single dwelling built of brick walls under tiled roof, three bedrooms, kitchen, lounge, toilet, bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs Castle/KT/M960.)

Case 1606/92

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

In the matter between **The Municipality of the City of Cape Town,** Judgment Creditor, and **S. J. Loff,** Judgment Debtor

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on 24 August 1993 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Mitchells Plain Division, being Erf 39805, measuring 325 square metres, held by the Execution Debtor under Deed of Transfer T17454/1991 dated 25 March 1991, popularly known as 51 Back Road, Strandfontein.

The property consists of residence built with brick under tiled roof consisting of three bedrooms, kitchen, lounge, bathrooms and toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,25% (nineteen comma two five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, Fourth Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 21-5120.) (Ref. Mrs Castle/KT/M968.)

Case 13226/92

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 **Jan Johannes Koopman,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 17 November 1992, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Kuils River, to the highest bidder on 30 July 1993 at 09:00:

Erf 1529, Gaylee, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 312 (three hundred and twelve) square metres, street address 3 Rooiberg Crescent, Greenfields, Blackheath.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the 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 tiled roof.

(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 14 (fourteen) days of the date of sale.

Dated at Bellville on this 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.

Saak 4264/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen **Munisipaliteit van Vryburg,** Eiser, en **S. Aswat,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 12 Februarie 1993, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 30 Julie 1993 om 10:00, voor die Landdroskantore, Vryburg, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 577, Vryburg, geleë in die Vryburg-dorpsuitbreiding 1, munisipaliteit Vryburg, afdeling Vryburg, groot 595 vierkante meter, ook bekend as Tweede Laan 45, Vryburg.

Voorwaardes: Een tiende (1/10) van die koopprys in kontant of deur middel van 'n bankgewaarborgde tjek aan die Balju, vir die rekening van die Vonnisskuldeiser, betaling waarvan op die verkoopdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank-/bouverenigingwaarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 2de dag van Julie 1993.

Dawid Viviers, p.a. Du Plessis-Viviers, Prokureurs vir Eiser, Markstraat 136, Posbus 2010, Vryburg, 8600.

Saak 355/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen **Allied Bank Bpk.,** Eiser, en **M. Holland-Muter,** Eerste Verweerder, en **M. E. E. Holland-Muter,** Tweede Verweerder

Kragtens 'n bevel in die Landdroshof, Humansdorp, en 'n lasbrief tot eksekusie, gedateer 26 April 1993, sal die ondergelyste eiendom op 6 Augustus 1993 om 10:30, by die kantore van die Balju vir die Landdroshof, te Hoofstraat 3, Humansdorp, in eksekusie verkoop word:

Erf 303, Astonbaai, geleë in die munisipaliteit Jeffreysbaai, afdeling Humansdorp, groot 450 (vierhonderd en vyftig) vierkante meter, 'n leë erf.

1. Die eiendom sal verkoop word aan die hoogste bieër, sonder voorbehoud, en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en reëls.

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bank leningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingwaarborg binne 30 (dertig) dae na datum van verkoping.

3. Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in die verband hiermee gegee word nie: Geen.

Die verkoopvoorwaardes sal voor die aanvang van die verkoping voorgelees word en sal by die kantore van die Balju vir die Landdroshof, te Hoofstraat 3, Humansdorp, ter insae lê.

Gedateer te Jeffreysbaai op hierdie 7de dag van Julie 1993.

C. W. Malan & Kie., Prokureurs vir Eiser, Hoofstraat 52, Humansdorp; Posbus 273, Jeffreysbaai.

Case 52162/91

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

ABSA Bank Ltd, trading as United Bank, versus, **Robert George Justice de Wet,** and **Enid Mary de Wet**

The following property will be sold in execution in front of the Court-house, for the District of Wynberg, on Wednesday, 11 August 1993 at 10:00, to the highest bidder:

Erf 8595 Grassy Park at Grassy Park, in extent 472 square metres, held by T11060/1991, situated at 128 Sixth Avenue, Grassy Park, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/shower/toilet, bathroom/toilet, double garage and laundry.

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 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. D1U1259/gl.)

Case 1887/88

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

ABSA Bank Ltd, trading as United Bank, versus, **Roy Errol Marlow**

The following property will be sold in execution at the site of the property, corner of 8 Palm Avenue and 2 Hawthorne Close, Sunnydale, Fish Hoek, Cape, on Wednesday, 11 August 1993 at 11:00, to the highest bidder:

Erf 465, Noordhoek Township Extension 8, in extent 658 square metres, held by T40897/1987, situated at corner of 8 Palm Avenue and 2 Hawthorne Close, Sunnydale, Fish Hoek, 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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D8U0624/gl.)

Case 7019/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST, HELD AT SOMERSET WEST

ABSA Bank Ltd, trading as United Bank, versus, **Andreas Hermanus Persent,** and, **Anna Persent**

The following property will be sold in execution in front of the Court-house, for the District of Somerset West, on Tuesday, 10 August 1993 at 10:00, to the highest bidder:

Erf 2329, Macassar, in extent 273 square metres, held by T23136/1990, situated at 19 Swawel Avenue, Macassar, 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 cent) per annum calculated on the Judgment Creditor's claim form 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.

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. D2U1487/gl.)

Case 1517/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA Bank Ltd, trading as United Bank, versus, **Louis Lewies,** and **Lewonia Margie Serine Lewies**

The following property will be sold in execution in front of the Court-house for the District of Somerset West, on Tuesday, 10 August 1993 at 10:00, to the highest bidder:

Erf 2304 Macassar, in extent 238 square metres, held by T9675/1986, situated at 81 Koedoe Street, Macassar, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, kitchen, three bedrooms, bathroom, toilet and attached single 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% (sixteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0520/gl.)

Case 7334/93

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

ABSA Bank Ltd, trading as Allied Bank *versus* **Aubrey Patrick Reines** and **Valma Jennifer Reines**

The following property will be sold in execution in front of the Courthouse for the District of Bellville, Voortrekker Road, Bellville, Cape, on Monday, 9 August 1993 at 14:00, to the highest bidder:

Erf 17068, Bellville, in extent 510 square metres, held by T22173/76, situated at 38 Amandel Road, Belhar, 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 cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3A0150/gl.)

Case 3473/92

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

ABSA Bank Ltd, trading as United Bank *versus* **Eleanor Barbara Macleod**

The following property will be sold in execution at the site of the property, 3 Picasso Street, Panorama, Parow, Cape, on Monday, 9 August 1993 at 12:00, to the highest bidder:

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, family room, kitchen, four bedrooms, bathroom/shower/toilet, bathroom/toilet, toilet, detached double garage and swimming pool.

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 Riebeek Street, Cape Town. (Ref. D2U0220/gl.)

Case 7710/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank *versus* **Derek Dennis Green** and **Colleen Green**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 11 August 1993 at 10:00, to the highest bidder:

Erf 37648, Mitchells Plain, in extent 147 square metres, held by T39895/90, situate at 1 Church Way, Strandfontein Village, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 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 Riebeek Street, Cape Town. (Ref. D2U1011/gl.)

Case 10668/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank *versus* **Shaun Neville Christian** and **Tania Christian**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 11 August 1993 at 10:00, to the highest bidder:

Erf 40772, Mitchells Plain, in extent 242 square metres, held by T8084/92, situate at 38 Marianna Crescent, Beacon Valley, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by 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 Riebeek Street, Cape Town. (Ref. D2U1288/gl.)

Case 47864/90

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

ABSA Bank Ltd, trading as **United Bank** *versus* **Phillip Charles Radue** and **Daphne Hendriena Radue**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 11 August 1993 at 10:00, to the highest bidder:

Erf 355412, Mitchells Plain, in extent 320 square metres, held by T50583/84, situate at 8 Bardia, Strandfontein Village, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, 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 Riebeek Street, Cape Town. (Ref. D0U2453/gl.)

Case 20394/89

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

ABSA Bank Ltd, trading as United Bank *versus* **Kulsum Petersen**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 11 August 1993 at 10:00, to the highest bidder:

Erf 103788, Cape Town at Athlone, in extent 459 square metres, held by T36790/81, situate at 15 Saturn Road, Surrey Estate, Athlone, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centuum (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 Riebeek Street, Cape Town. (Ref. D9U0712/gl.)

Case 32679/90

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

ABSA Bank Ltd, trading as United Bank *versus* **Irvin Frederick du Plooy** and **Cheryl Arlene du Plooy**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 11 August 1993 at 10:00, to the highest bidder:

Erf 98, Weltevreden Valley, in extent 466 square metres, held by T24012/89, situate at 30 Sacremento Crescent, Colorado Park, Weltevreden Valley, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, two bedrooms, 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 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 for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2007/gl.)

Saak 305/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **NBS Bank Bpk.,** Eiser, en **H. E. T. Dirks,** Eerste Verweerder, en **M. D. Dirks,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Paarl, gedateer 11 Februarie 1993, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p/a Landdroskantoor, Paarl, per publieke veiling te koop aangebied op 2 Augustus 1993 om 10:00.

Erf 16977, Paarl, ook bekend as De Bussystraat 16, Daljosaphat, Paarl, afdeling Paarl, groot 325 vierkante meter, gehou kragtens Transportakte T48791/90.
kragtens Transportakte T48791/90.

Voorwaardes:

1. Die eiendom sal deur die Balju, Landdroshof van Paarl, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18,75% (agtien komma sewe vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Paarl, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof 7532. (Verw. mev. Swart/EDN269.)

Case 42904/92

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Execution Creditor, and **Christopher Emanuel Edward Harris,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 7 September 1992, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Wynberg, to the highest bidder on 4 August 1993 at 10:00:

Erf 75340, Cape Town at Southfield, in the Municipality of Cape Town, Cape Division, in extent 496 (four hundred and ninety-six) square metres.

Street address: 39 Eighth Avenue, Fairways, Wynberg.

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:

Brick building consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage and tiled roof.

(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, 7 Electric Street, Wynberg.

(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 18% (eighteen per cent) from the date of sale to date of registration of transfer, against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 5th day of July 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 9703/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Execution Creditor, and **John Christopher Abrahams,** First Execution Debtor, and **Jane Patricia Abrahams,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 1 April 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 Wynberg, to the highest bidder on 4 August 1993 at 10:00:

Erf 2212, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 512 (five hundred and twelve) square metres.

Street address: 8 Wembley Close, London Village, Weltevreden Valley.

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:

Single dwelling, brick walls under tiled roof consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

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, 7 Electric Street, Wynberg.

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 18% (eighteen per cent) from the date of sale to date of registration of transfer, against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 5th day of July 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 47683/91

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Execution Creditor, and **Erf 428, Weltevreden Valley CC,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 21 October 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 Wynberg, to the highest bidder on 4 August 1993 at 10:00:

Erf 428, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 400 (four hundred) square metres.

Street address: 8 Mayfair Crescent, London Village, Weltevreden Valley.

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:

Single dwelling with brick walls under tiled roof consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

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, 7 Electric Street, Wynberg.

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% (nineteen per cent) from the date of sale to date of registration of transfer, against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 6th day of July 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 27308/92

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Execution Creditor, and **Azeeza Khan,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 13 August 1992, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Wynberg, to the highest bidder on 4 August 1993 at 10:00:

Erf 7306, Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 445 (four hundred and forty five) square metres.

Street address: 85 Fifth Avenue, Grassy Park.

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:

Single dwelling, brick walls under asbestos roof, consisting of ±three bedrooms, kitchen, lounge, 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, 7 Electric Street, Wynberg.

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% (nineteen 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 apprroved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 6th day of July 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

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 10 August 1993 at 15:30:

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 Roads, Croydon, Faure.

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, 6 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., Attorney for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 6683/92

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 **Philip Stephen Davy,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 26 November 1992 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 5 August 1993 at 10:30:

Erf 4029, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, in extent 496 (four hundred and ninety-six) square metres.

Street address: 240 Fourth Avenue, Kraaifontein.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Three bedrooms, dining-room, lounge, kitchen, bathroom and toilet and tiled roof (no 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 6th day of July 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorney for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 15488/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Execution Creditor, and **Scott William McCall,** First Execution Debtor, and **Lisa Maria McCall,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of The Cape, and 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 5 August 1993 at 10:30:

Erf 10488, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 704 (seven hundred and four) square metres.

Street address: 12 Saasveld Road, Table View.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance-hall, lounge, dining-room, kitchen, three bedrooms and bathroom/w.c.

(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, Mandatum Building, 44 Barrack Street, Cape Town.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 6th day of July 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorney for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 3436/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Allied Bank,** Plaintiff, and **Godfrey le Fleur,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, dated 10 June 1992, the following will be sold in execution on Monday, 23 August 1993 at 10:00, on the steps of the Magistrate's Court at Wynberg, to the highest bidder:

Certain Erf 1863, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative District of the Cape, measuring three hundred and thirty-seven (337) square metres, held by Deed of Transfer T18463/90.

Property lawfully known as 8 Imperial Close, Colorado, Mitchells Plain.

Description: Single dwelling of brick walls under tiled roof consisting of two bedrooms, kitchen, lounge and toilet/bathroom.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer of Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the present interest rate, against registration of transfer, which amounts is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg and Mitchells Plain.

C. & A. Friedlander Inc., Fifth Floor, Sanclare, 21 Dreyer Street, Claremont, 7700. (Ref. C. D. Middlebrook.)

Case 8330/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Afrifa Ltd,** Plaintiff, and **Joel Noel Abrahamse,** 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 25 Second Avenue, Fairways, Wynberg on Wednesday, 18 August 1993 at 12:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 74704, Cape Town, at Wynberg, situated in the City of Cape Town, Cape Division, in extent 495 square metres, and situated at 25 Second Avenue, Fairways, Wynberg.

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

A 209 square metre main dwelling consisting of an entrance-hall, lounge, dining-room, family room, study, kitchen, three bedrooms, bathroom, bathroom with shower, two water closets, a 58 square metre outbuilding consisting of a garage, servants' quarters, water closet, shower and 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 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 6th day of July 1993.

W. D. Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S501/1525.)

Saak 2561/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **United Bank Bpk.** ('n divisie van ABSA Bank Bpk.) (Reg. No. 86/04794/056), Eiser, en **P. N. Norman,** Eerste Verweerder, en **mev. S. Norman,** Tweede Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 22 April 1993, en 'n lasbrief tot beslaglegging van onroerende goed, gedateer 23 April 1993, sal ondergemelde eiendom deur die Balju, te Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieër sonder 'n reserweprys deur die eksekusieskuldeiser, vasgestel voor die Landdroskantoor te Kimberley, op Donderdag, 29 Julie 1993 om 10:00:

Die eiendom wat verkoop word is die volgende: Sekere Erf 6101, Kimberley, geleë in Kimberley-dorpsuitbreiding 21, in die munisipaliteit en administratiewe distrik, Kimberley, Jadestraat 14, Gemdene, Kimberley, groot 694 (ses nege vier) vierkante meter.

Informasie: Die volgende informasie word verskaf, maar nie gewaarborg nie:

Sitkamer, eetkamer, ingangsportaal, drie slaapkamers, kombuis, badkamer met aparte toilet, buitegeboue, "granny flat" met twee slaapkamers, kombuis, sitkamer en badkamer met toilet.

Verkoopvoorwaardes: 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met die afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker word deur 'n goedgekeurde bank-, bouvereniging- of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju, Kimberley.

Gedateer te Kimberley op hierdie 5de dag van Julie 1993.

Potgieter & Greeff, Prokureurs vir Eiser, Tweede Verdieping, Noordkaapgebou, Georgestraat, Kimberley. (Verw. mnr. Greeff/rk.)

Case 1656/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Sipo MacDonald Tanana** (adult male), Defendant

In pusuance of a judgment of the above Honourable Court and a writ of execution dated 29 May, 1993, the following property will be sold on Friday, 30 July 1993 at 11:00, at the property, namely 16 Edge Road, Beacon Bay, East London, to the highest bidder:

Erf 16, Beacon Bay (East London North Township), Municipality of Beacon Bay, Division of East London, in extent 3 432 (three thousand four hundred and thirty-two) square metres, held by Deed of Transfer T3787/1990 (also known as 16 Edge Road, Beacon Bay, East London), subject to the conditions referred to in the said deed of transfer.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act, as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy. Subject to the aforegoing, the purchaser shall be entitled to possession from the date of sale.

4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.

5. The following information is furnished but not guaranteed:

Entrance-hall, lounge, TV-room, study, dining-room, four bedrooms, two bathrooms/w.c., kitchen, and scullery.

Outbuildings: Double garage, laundry, servant's room and w.c.

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

Russel Esterhuizen and Sephton, Judgment Creditor's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. I. C. Russel.)

Sheriff of the Court, East London.

Saak 1431/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Nedcor Bank Bpk.,** Eksekusieskuldeiser, en **John Andrew Peter Odendaal,** Eerste Vonnisskuldenaar, en **Jeanetha Susanna Christina Odendaal,** Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Wellington, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Woensdag, 4 Augustus 1993 om 10:00, te Kleinfontein 278/7, Wellington, geleë op die Bainskloofpad, naby Antonies-vakansieoord, naamlik:

Gedeelte 7, van die plaas Kleinfontein 278, afdeling Paarl, groot 3,6545 (drie komma ses vyf vier vyf) hektaar, gehou deur die Eksekusieskuldenaars kragtens Transportakte T51275/81, onderhewig aan die veilingsvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalings 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 belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Wellington.

Gedateer te Paarl hierdie 16de dag van Julie 1993.

Van Wyk Gaum Fouchee Ing., Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case 67/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT KOKSTAD

In the matter between **NBS Ltd,** Plaintiff, and **A. N. Marubelela,** Defendant

In pursuance of a judgment granted on 25 July 1991, in the Court of the Magistrate, Kokstad, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 4 August 1993 at 10:00, in front of the Magistrate's Court, Kokstad, to the highest bidder:

Description: Lot 843, Bhongweni, Administrative District of Mount Currie, in extent 792 (seven hundred and ninety-two) square metres.

Postal address: 843 Bhongweni, Kokstad.

Improvements: Dwelling-house.

Town-planning: Residential.

Nothing is guaranteed in these respects.

Material conditions:

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

2. The purchaser shall pay a deposito of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within fourteen (14) days after date of sale.

The full conditions may be inspected at the offices of the Sheriff of the Court, Kokstad, or at our offices.

Eagle Barnes & Heyns, Plaintiff's Attorneys, 90 Main Street, Kokstad.

Case 16953/92

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

ABSA Bank Ltd, trading as United Bank *versus* **Peter Michael Oates** and **Veronica Iris Oates**

The following property will be sold in execution at the Magistrate's Court, Goodwood, for the District of Goodwood, on Wednesday, 28 July 1993 at 11:00, to the highest bidder:

Erf 20433, portion of Erf 18534, situated in Edgemead Township Extension 3, in the Municipality of Goodwood, Administrative District of Cape, held by T16666/1977, situated at 19 Kirstenbosch Avenue, Edgemead.

1. The following improvements are reported but not guaranteed:

Dwelling: Roof tiles, walls brick, lounge, kitchen, two bedrooms, bathroom and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Scher Webner & Bliden, Attorneys for Judgment Creditor, 135 Voortrekker Road, Goodwood.

Case 8991/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **First National Bank of S.A. Ltd,** Plaintiff/Execution Creditor, and **John Alexander Longmore,** Defendant/Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 20 April 1993, the property listed hereunder will be sold in execution on Friday, 30 July 1993 at 14:15, at the New Law Courts, North End, Port Elizabeth, to the highest bidder for cash:

Erf 231, Walmer, Municipality and Division of Port Elizabeth, measuring in extent 2 898 (two thousand eight hundred and ninety-eight) square metres, situated at 208 Fordyce Road, Walmer, Port Elizabeth.

Conditions of sale: The purchase price will be payable as to a deposit of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the Court, Port Elizabeth. A substantial building society loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 29th day of June 1993.

M. A. Scheepers, for M. A. Scheepers & Co., Plaintiff/Execution Creditor's Attorneys, Lex House, 4 Cuyler Street, Central Port Elizabeth. (Comp. Ref. F288/MLR.)

Saak 1134/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Anthony Geoffrey Appels,** Eerste Verweerder, en **Anita Appels,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, George, en 'n lasbrief vir eksekusie gedateer 2 April 1993, sal die volgende eiendom verkoop word deur Van Rensburgs Eiendomme en Veilings aan die hoogste bieër op Woensdag, 4 Augustus 1993 om 11:00, te ondervermelde persele:

Erf 14095, George, geleë in die munisipaliteit en afdeling George, groot 595 vierkante meter, gehou kragtens Transportakte T48786/92, ook bekend as Triumphslot 9, Lavalia, George.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Geen.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 16,75% (sestien komma sewe vyf persent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantore van Van Rensburgs Eiendomme en Veilings, Millers Ing., Beaconhuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 5de dag van Julie 1993.

Millers Ing., Eiser se Prokureurs, Meadestraat 123, George.

Saak 699/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Livingstone-John Booysen,** Eerste Verweerder, en **Sonja Booysen,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, George, en 'n lasbrief vir eksekusie gedateer 17 Maart 1993, sal die volgende eiendom verkoop word deur Van Rensburgs Eiendomme en Veilings, aan die hoogste bieër op Woensdag, 4 Augustus 1993 om 10:00, te ondervermelde persele:

Erf 10909, George, geleë in die munisipaliteit en afdeling George, groot 375 vierkante meter, gehou kragtens Transportakte T44284/91, ook bekend as Mainweg 10, Parkdene, George.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie:

Drie slaapkamers, een en 'n half badkamers, sit-/eetkamer, kombuis en motorafdak.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieër en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 16,75% (sestien komma sewe vyf persent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantore van Van Rensburgs Eiendomme en Veilings, Millers Ing., Beaconhuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 5de dag van Julie 1993.

Millers Ing., Eiser se Prokureurs, Meadestraat 123, George.

Case 622/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **First National Bank of Southern Africa Ltd,** Execution Creditor, and **William Lasker,** Execution Debtor

In pursuance of a judgment of the Supreme Court of South Africa and a writ of execution datd 13 May 1993, the property listed hereunder will be sold in execution at 12 Regent Street, Woodstock, on 3 August 1993 at 14:00:

Remainder Erf 11476, Woodstock in the Municipality of Cape Town, in extent 372 square metres, held under Deed of Transfer T3547/1990.

1. The aforementioned property is situated at 12 Regent Street, Woodstock.

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

It comprises a single-storey building with three bedrooms, bathroom, laundry and kitchen.

3. *Payment:* A deposit of 10% (ten per cent) of the purchase price must be paid in cash or by means of a deposit-taking institution guaranteed cheque immediately on the conclusion of the sale and the balance [plus interest at the current rate of 16,21% (sixteen comma two one per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

5. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 6th day of July 1993.

Mallinick Ress Richman & Closenberg Inc., Attorneys for Execution Creditor, Sixth Floor, 2 Long Street, Cape Town. (Ref. E. Morkel/46554.)

Case 5454/92

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 **David George West,** Judgment Debtor

In pursuance of judgment granted on 23 February 1993, in the Somerset West Magistrate's Court, under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10 August 1993 at 14:30, at 23 Mountain Road, Somerset West, to the highest bidder:

Description: Erf 9044, Somerset West, in the Municipality of Somerset West, Division of Stellenbosch.

In extent: 1 217 (one thousand two hundred and seventeen) square metres.

Postal Address: 23 Mountain Road, Somerset West.

Improvements: With a dwelling thereon, held by the Defendant in his name under Deed of Transfer T5954/90.

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 office of the Sheriff of the Magistrate's Court, Church Street, Somerset West.

Dated at Somerset West this 6th day of July 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.]

Saak 13103/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Allied Bouvereniging Bpk.,** Eiser, en **W. E. Fortein,** Verweerder

Ter uitvoering van 'n uitspraak gelewer deur die bovermelde Agbare Hof, op 29 Januarie 1992, in die bovermelde saak, sal 'n veilling sonder voorbehoud gehou word deur die Balju, Kuilsrivier, op 19 Augustus 1993 om 09:00, van die onderver-melde eiendom van die vonnisskuldenaar op die voorwaardes wat tydens die veiling deur die afslaer voorgelees sal word en welke voorwaardes ter insae is in die kantoor van die bovermelde Balju.

Sekere Erf 2039, Blue Downs, in die plaaslike gebied benede Kuilsrivier No. 1, groot 390 (driehonderd en negentig) vierkante meter, ook bekend as Oakstraat 6, Forest Village, Eersterivier, gehou kragtens Transportakte T38064/90.

Die ondervermelde inligting word verstrek ten opsigte van die verbeterings, hoewel niks in hierdie verband gewaarborg word nie. 'n Woning met drie slaapkamers, kombuis, sitkamer, gekombineerde badkamer en toilet, motorhuis.

Voorwaardes: Tien persent (10%) van die koopprys en afslaersgeld sal kontant op die veilingsdag betaal word, die res teen oordrag wat gesekureer moet word deur 'n bank of bouverenigings- of ander aanvaarbare waarborg, wat binne 20 (twintig) dae aan die Balju gelewer moet word. Die koper sal aanspreeklik wees om rente te betaal teen die koers van 20,75% (twintig komma vyf-en-sewentig persent) van die veilingsdatum af tot datum van oordrag aan die gesekureerde krediteur, naamlik, Allied Bouvereniging Bpk., in wie se guns verband oor die eiendom geregistreer is.

Gedateer te Stellenbosch op hede die 8ste dag van Julie 1993.

Carinus & Botha, Prokureurs vir Vonnisskuldeiser, Heroldstraat 19, Stellenbosch.

Case 10710/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Intafine Leasing & Finance (Pty) Ltd,** Plaintiff, and **Barnes & Van Niekerk (Pty) Ltd,** Defendant

In execution of a judgment of the Supreme Court of South Africa, (Cape of Good Hope Provincial Division), in the abovementioned suit, a sale will be held at Field View, 5 Crescent Close, Ottery, on 4 August 1993 at 10:00, of the undermentioned property of the Defendant, on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff for the district of Wynberg, prior to the sale:

Certain freehold land in the Municipality of Cape Town, being Erf 1290, Ottery, Cape Town, measuring 782 (seven hundred and eighty-two) square metres, commonly known as Field View, 5 Crescent Close, Ottery, held by the Defendant under Deed of Transfer T43451/89, dated 17 April 1989.

Description: Single storey dwelling built of bricks under an asbestos slate roof consisting of three bedrooms (one bedroom en-suite), bathroom with bath, basin and water closet, lounge, dining-room, single garage, laundry and maids room with water closet.

Terms: 10% (ten per centum) of the purchase price plus the Sheriff'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 10 (ten) days from date of sale.

Dated at Cape Town this 6th day of July 1993.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Liberty Life Centre, 22 Long Street, Cape Town. (Ref. J. M. Zieff/bl/129153.)

Case 55845/92

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

In the matter between **Dr L. Theron,** Plaintiff, and **Ronald Jacobus Charles Gumbrill,** Defendant

1. On Wednesday, 25 August 1993 at 12:00, at 30 Enslin Road, Ottery, the undermentioned property will be sold in execution of a judgment obtained in the above matter on 18 January 1993:

Remainder Erf 2493, portion of Erf 1300, Ottery, in the Municipality of Cape Town, Cape Division, in extent 811 (eight hundred and eleven) square metres.

2. The improvements to the property consist of the following: Single dwelling built with brick walls under tiled roof, consisting of lounge, kitchen, four bedrooms, toilet, 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 (fourteen) days from the date of 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 with a minimum of R50 (fifty rand).

4. The conditions of sale may be inspected at the office of T. C. Botha, Sheriff of the Magistate's Court, Wynberg.

Dated at Cape Town on the 28th day of June 1993.

Simon Abel & Son, Attorneys for Plaintiff, Sam Newman House, 67 Long Street, Cape Town. (Coll/sw/14525/65519.)

Case 53608/92

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Execution Creditor, and **Geoffrey Pratt Yule,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the district of Wynberg, dated 1 December 1992, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 3 August 1993 at 12:00:

Erf 548, Bergvliet, in the City of Cape Town, Cape Division, in extent 947 (nine hundred and forty-seven) square metres.

Street address: 5 Rose Street, Bergvliet.

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: Single-storey dwelling built of brick and under tiled roof, consisting of four bedrooms, one and a half bathrooms, w.c., lounge, dining-room, kitchen and servants' quarters.

(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, 7 Electric Street, Wynberg.

(4) Payment shall be effected as follows: 10% (ten per centum) 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 twenty-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 the 5th day of July 1993.

W. de Braal, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case 375/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between **Standard Bank of South Africa Ltd,** Plaintiff, and **Nombuyiselo Edith Duna,** Defendant

In pursuance of a judgment of the above Honourable Court dated 17 March 1993, and an attachment in execution dated 18 March 1993, the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Wednesday, 4 August 1993 at 15:00:

Erf 10821, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 273 (two hundred and seventy-three) square metres, situated at 1628 Tshoyi Street, Motherwell, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, comprising lounge, kitchen, two bedrooms and bathroom.

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 Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth, or at the Plaintiff's attorneys. Further details can be obtained from the offices of Plaintiff at 12 Main Street, Port Elizabeth, Tel. 55-7760.

Terms: 10% (ten per centum) deposit and Sheriff's charges of 5% (five per centum) on the proceeds of the sale which shall be paid by the purchaser 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) subject to a minimum of R100 (one hundred rand) on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved or by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth on this 28th day of June 1993.

A. Beyleveld, for Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. Dr A. Beyleveld 52-1416.)

NATAL

Case 1156/92

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **L. S. Zondi,** Defendant

In pursuance of a judgment granted on 13 January 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 the Sheriff's office, 5 Bishop Street, Camperdown (behind the Masonic Lodge) at 11:00:

Description: Unit 1241, in the Township of Mpumalanga-C, District County of Pietermaritzburg, in extent of 452,9 square metres, represented and described on General Plan BA37/1971.

Physical address: Unit C 1241, Mpumalanga.

Improvements: Brick under tile dwelling, three bedrooms, two bathrooms, kitchen, lounge, dining-room and family 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 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.

The full conditions may be inspected at the office of the Sheriff, Camperdown, or at the offices of Dickinson & Theunissen.

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

Vivian Hugh Clift, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp,.)

Case 2073/92

IN THE SUPREME COURT OF SOUTH AFRICA DURBAN AND COAST LOCAL DIVISION

In the matter between **Thos. Barlow & Sons (Natal) (Pty) Ltd,** Plaintiff, and **David Matthys Christoffel Ellis,** Defendant

In the execution of a judgment granted on 3 June 1992, in the Supreme Court of South Africa, Durban and Coast Local Division in the above-mentioned suit, the following property will be sold by the Deputy Sheriff of the Supreme Court, District of Lower Umfolozi, on 29 July 1993 at 11:00 at the Court-house, Union Street, Empangeni, on conditions to be read out by the Deputy Sheriff prior to the sale and which conditions may be inspected at the office of the Deputy Sheriff:

Erf 8732, Richards Bay Extension 28, situated in the Municipality of Richards Bay, Administrative District of Natal, in extent three thousand five hundred (3 500) square metres.

Street address: 17 Brasslink, Alton, Richards Bay.

Improvements: Without constituting a warranty of any nature the property has been improved by the erection thereon of the following:

Brick and steel workshop, brick under corrugated iron building comprising an office and bathroom and shower.

Terms: 10% (ten per cent) of the purchase price, in cash, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys , to be furnished to the Deputy Sheriff, within fourteen (14) days after the date of sale.

Dated at Durban this 7th day of June 1993.

Cox Yeats, 12th Floor, NBS Building, 300 Smith Street, Durban. (Ref. A. I. Hay/jw.)

Case 04704/93

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 Allied Bank, Plaintiff, and **Derrick Dalisu Nkwanyana,** Defendant

In pursuance of a judgment granted on 2 June 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 30 July 1993 at 10:00 at the front entrance to the Magistrate's Court Building, Moss Street, Verulam.

Description: Subdivision 26 of Lot 446, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent (381) three hundred and eighty-one square metres.

Street address: 143 Blenny Road, Newlands East.

Improvements: Brick under tile dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Town-planning Zoning: Special Residential.

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, Verulam.

Dated at Durban this 24th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z14756.)

Case 658/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Makhosazana Princess Mbili,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 6 August 1993 at 10:00, at the offices of the Sheriff, 5 Court-yard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Ownership Unit 1133, Imbali I, situate in the Township of Edendale DD, District of Pietermaritzburg, Natal, in extent of 260 (two hundred and sixty) square metres, represented and described on Deed of Grant 3904.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit 1133, Imbali I, situated in the Township of Edendale DD, 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, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg on this 21ste day of June 1993.

Austen Smith, Plaintiff's Attorneys, Warmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/jh/K121.)

Case 5763/92

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 **Bhekithemba Nichiem Mazibuko,** Defendant

In pursuance of a judgment granted on 13 January 1993, in the above Honourable Court, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 5 August 1993 at 11:00, in front of the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description:* Ownership Unit A1148, situated in the Township of Ngwelezane, District of Enseleni, in extent six hundred and fifty-eight (658) square metres.

(b) *Street address:* A1148 Ngwelezane Township.

(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.

(d) *Zoning/spesial 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 16th day of June 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 4431/92

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 **Mbhekeni Phila Mtetwa,** Defendant

In pursuance of a judgment granted on 6 October 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 5 August 1993 at 11:00, in front of the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description:* Ownership Unit 86, situated in the Township of Ngwelezane, District of Enseleni, in extent ten comma eight hundred (10,800) square metres.

(b) *Street address:* 86 Ngwelezane Township.

(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.

(d) *Zoning/spesial 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 16th day of June 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni.

Case 3298/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **ABSA Bank Ltd,** No. 86/04794/06, formerly Allied Bank Ltd, 87/02375/06, Plaintiff, and **Duzuka Joseph Dlamini,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 20 April 1993, the immovable property described as:

Ownership Site A859, situated in the Township of Gamalakhe, in the District of Izingolweni, in extent 567 square metres, held under Deed of Grant G006260/88, will be sold in execution on Friday, 6 August 1993 at 09:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime, be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

1. (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 (fourteen) days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes and other amounts whatsoever owning 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, bathroom, lounge, dining-room and kitchen.

Dated at Port Shepstone on this the 16th day of July 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/A260/01A001553.)

Case 8/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESTCOURT HELD AT COLENSO

In the matter between **Berg Hardware,** Plaintiff, and **G. J. J. Oberholzer,** Defendant

In pursuance of a judgment in the above Honourable Court, dated 11 March 1992 and a warrant of execution, the undermentioned property will be sold in execution on 27 July 1993 at 10:00, in front of the Magistrate's Court, Albert Street, Estcourt:

Property Sub 1 of Lot 4, situate in the Winterton Health Committee Area and the Tukela Joint Services Board Administrative District of Natal, in extent two thousand and twenty-three (2 023) square metres, situated at 4 Hilview Crescent, Winterton, zone Residential (i) dwelling.

The following improvements of the property are provided, but are not guaranteed: Kitchen, pantry, TV-lounge, workroom, two bedrooms, study, lounge, dining-room and laundry.

Material conditions:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, as well as the conditions of sale, which may be inspected at the Sheriff's Office, 142 Corner Street, Estcourt.

2. Purchaser shall pay 10% (ten per centum) of the purchase price upon conclusion of the sale in cash, and shall guarantee the balance within fourteen (14) days.

3. The property shall be sold voetstoots.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, 142 Corner Street, Estcourt.

Signed at Ladysmith on this the 15th day of June 1993.

C. A. Botha & Partners, Plaintiff's Attorneys, 74 Murchison Street, Ladysmith. (Ref. Mr Louw/EH/UX0062.)

Case 633/92

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

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Plaintiff, and **Elvis Derrick Masikane,** 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 10 August 1993 at 10:00, at the front entrance of the Magistrate's Court Building, Eshowe:

1. (a) *Deeds office description:* Ownership Unit B1959, situate in the Township of Sundumbili, District of Inkanyezi in extent three hundred (300) square metres.

1. (b) *Street address:* B1959 Sundumbili Township.

1. (c) *Property description (not warranted to be correct):* Single storey block under tiled 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, Magistrate's Court of Eshowe.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 22nd day of June 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. 37/92.)

Case 27070/93

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 **Ian George Quilietti,** Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 28 May 1993 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 3 August 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Property description: Sub 4 of Lot 382, Duiker Fontein, situate in the City of Durban, Administrative District of Natal, in extent 979 (nine hundred and seventy-nine) square metres, postal address 383 Blackburn Road, Durban North, 4051.

Improvements: Dwelling consisting of brick and tile comprising lounge and dining-room, entrance-hall, kitchen with built-in cupboards and Defy hob, dining-room, three bedrooms with ceiling fans, bathroom and shower, washbasin and toilet, main en suite, shower, bath, washbasin and toilet, lock-up garage, swimming-pool and lapa, braai and fire place (outside) thatch roof, closed up verandah. Servants' quarters: room, toilet and shower and kitchen. (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 centum) 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 15,5% (fifteen comma five per centum) 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, 15 Milne Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 19th day of June 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/Q1.)

Case 5604/91

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 **Pine Wholesalers & Distributors CC,** First Defendant, **Shaik Mohideen,** Second Defendant, **Eunice Mohideen,** Third Defendant, and **Farouk Mohideen,** Fourth Defendant

The following property shall be sold by the Sheriff for the Supreme Court, Durban, on 30 July 1993 at 10:00, on the steps of the Supreme Court, Supreme Court Building, Masonic Grove, Durban, to the highest bidder without reserve.

Lot 385, Dunns Grant situated in the City of Durban, Administrative District of Natal (previously described as Lot 277 of Portion V of Dunns Grant No. 873) in extent 1 218 square metres held by the joint estate of the Second and Third defendants under Deed of Transfer T9766/1986, and having street address at 62 Pine Road, Clairwood, Durban.

2. Improvements and zoning (which are not warranted to be correct):

2.1 the property is zoned special Residential;

2.2 the property comprises vacant land.

3. *Terms:*

3.1 the sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges (being 5% on the first R20 000 of the price and 3% on the balance, with a maximum of R6 000) in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, 101 Lejaton, 40 St George's Street, Durban, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 9th day of June 1993.

J. M. Koch, for John Koch & Co., Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.559/D11.)

Case 60682/92

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

In the matter between **ABSA Bank Ltd,** No. 86/04794/06, Plaintiff, and **Seabrook No 1 CC** (CK88/35886/23), First Defendant, and **Barry Hibberd,** Second Defendant

In pursuance of a judgment granted on 9 December 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 3 August 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban.

Description: Section 68, as shown and more fully described on Sectional Plan SS205/85 (the sectional plan) in the building or buildings known as Seabrook, situated at Durban, of which the floor area is 27 (twenty-seven) square metres in extent, and an undivided share in the common property and held under Certificate of Registered Sectional Title ST205/85, Section (68) (UNIT).

Street address: 87 Seabrook, 107 Smith Street, Durban.

Improvements: Batchelor flat consisting of bedroom, bathroom and toilet, kitchen recess (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to Sheriff within fourteen (14) from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from the date of the sale (and in the event of there being any other preferent creditor (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, Durban North.

Dated at Durban this 23rd day of July 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z09814/jr.)

Saak 1086/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **Nedperm Bank Bpk.,** Eiser, en **Golden Sipho Nkosi,** Verweerder

Uit kragte van 'n vonnis van die Landdros van Newcastle, en kragtens 'n lasbrief van eksekusie gedateer 7 Junie 1993, sal die volgende onroerende eiendom tesame met alle verbeterings daarop, per publieke veiling op 4 Augustus 1993 om 10:00, voor die Landdroshof, Newcastle, aan die hoogste bieër verkoop word, naamlik:

Unit 2511, Madadeni, Unit 2.

Die voorwaardes van die verkoping mag geïnspekteer word by die kantore van die Balju van die Landdroshof en sal gelees word onmiddellik voor die verkoping.

Geteken te Newcastle op hede die 22ste dag van Junie 1993.

P. G. Steyn, vir De Jager, Kloppers, Steyn & Oberholster, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat 52, Newcastle.

Case 599/92

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

In the matter between **KwaZulu Finance & Investment Corp. Ltd,** Plaintiff, and **Bhekuyise Moses Sibiya,** Defendant

In pursuance of a judgment granted on 3 September 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 10 August 1993 at 10:00, at the front entrance of the Magistrate's Court Building, Eshowe.

1. (a) *Deeds office description:* Ownership Unit B1458, situated in the Township of Sundumbili, District of Inkanyezi, in extent three hundred (300) square metres.

1. (b) *Street address:* B1458, 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 22nd day of June 1993.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. No. 990/92.)

Case 47480/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Prakash Kumar Gokhul,** First Defendant, and **Rosella Gokhul,** Second Defendant

In pursuance of a judgment granted on 23 September 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 6 August 1993 at 10:00, at the front entrance to the Magistrate's Court, Couper Street, Stanger:

Description: Lot 1725, Stanger Extension 19, situated in the Borough of Stanger, Administrative District of Natal, in extent 858 (eight hundred and fifty-eight) square metres.

Address: 19 Violet Street, Stanger Manor, Stanger.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, dining-room, kitchen, toilet and bathroom.

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

(b) The property shall be sold without reserve to the highest bidder.

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

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Stanger.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/SN/05N011333.)

Case 1112/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd), Plaintiff, and **Mandlenkosi Robinson Zulu,** Defendant

In pursuance of a judgment in the Magistrate's Court, Ladysmith, and a warrant of execution issued on 19 May 1993, the following property will be sold in execution on 10 August 1993 at 15:00, at the Magistrate's Court, Ezakheni, to the highest bidder:

Unit 862, situated in the Township of Ezakheni-E, District County of Klip River, in extent 432 (four hundred and thirty-two) square metres.

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

Improved as follows: Two-bedroomed house with lounge, bathroom/toilet and kitchen under iron roof.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deeds in so far as these are applicable.

2. The purchase price shall be paid as to 10% (ten per centum) thereof on the date of sale and the balance to be secured within fourteen (14) days thereafter by a bank or building society guarantee.

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

Dated at Ladysmith on this the 24th day of June 1993.

Macaulay & Riddell, Plaintiff's Attorneys, 126 Murchison Street, Ladysmith.

Case 224/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and **Cynthia Ntombikayise Mavundla,** Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 19 February 1993, the following immovable property will be sold in execution on 30 July 1993 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership Unit A1072, in the Township of Gamalakhe, District of Izingolweni, in extent 499 square metres, represented and described on General Plan BA15/1970, the property is situated at Ownership Unit A1072, Gamalakhe.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a dwelling under brick and tile consisting of two bedrooms, bathroom, lounge and kitchen.

Material conditions of sale: The purchaser shall pay ten per centum (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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this the 7th day of June 1993.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; and/or 8 Archibald Road, Port Shepstone.

Case 11/92

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

In the matter between **Distillers Corporation Ltd,** Plaintiff, and **Eduardo Rodriques,** Defendant

In pursuance of a judgment in the above Honourable Court, dated 12 May 1992, and a warrant of execution, the undermentioned property will be sold in execution on 28 July 1993 at 11:00, in front of the Magistrate's Court, Piet Retief Street, Weenen.

Property: Lot 115, situated in the Borough of Weenen, Administrative District of Natal, in extent 2,4155 square metres, situated at Morcom Street, Weenen.

Zone: Farming.

The following improvements of the property are provided, but are not guaranteed: Three bedrooms with three bathrooms, kitchen, dining-room, lounge, bar, wall to wall carpets, double garage and servants' quarters.

Material conditions:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, as well as the conditions of sale, which may be inspected at the Sheriff's Office, 119 Voortrekker Road, Greytown.

2. Purchaser shall pay 10% (ten per cent) of the purchase price upon conclusion of the sale in cash, and shall guarantee the balance within fourteen days.

3. The property shall be sold voetstoots.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, 119 Voortrekker Street, Greytown.

Signed at Ladysmith on 22 June 1993.

C. A. Botha & Partners, Plaintiff's Attorneys, 74 Murchison Street, Ladysmith. (Ref. Mr Louw/EH/UXW068.)

Case 5432/92

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Edna N. Nzimande,** in her capacity as representative of the estate of the late **Ronald Thulani Buthelezi,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 21 December 1992, the undermentioned property will be sold in execution on 4 August 1993 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain House E63, Osizweni Township. The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 23rd day of June 1993.

Hopkins & Southey, Attorneys for Plaintiff, Suite 12, SA Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle.

Saak 5432/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Ltd,** Eksekusieskuldeiser, en **Edna N. Nzimande,** in haar hoedanigheid as verteenwoordiger van die boedel van wyle **Ronald Thulani Buthelezi,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 21 Desember 1992, word die ondervermelde eiendom op 4 Augustus 1993 om 10:00, voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Huis E63, Osizweni-dorpsgebied, distrik Newcastle. Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

(1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

(2) Die eiendom word voetstoots en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 23ste dag van Junie 1993.

Hopkins & Southey, Prokureurs vir Eiser, Bo Grondvloer 12, SA Perm Arcade, Scottstraat 58, Newcastle. (Verw. ph/218.)

Case 1336/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Ltd,** trading as Volkskas Bank, Plaintiff, and **B. Marais,** Defendant

In terms of a judgment of the above Honourable Court, dated 15 June 1992, a sale in execution will be held on Friday, 30 July 1993 at 09:00, on the steps of the Supreme Court, Durban, to the highest bidder at the reserved price of R125 679,77 (one hundred and twenty-five thousand six hundred and seventy-nine rand and seventy-seven cents) plus interest at the rate of 16% (sixteen per cent) per annum from 6 May 1993, to date of payment.

Subdivision 8 of Lot 39, Cato Manor, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and eighty-five (985) square metres, held under Deed of Transfer T10245/1960, subject to the conditions of title.

Physical address: 141 Grosvenor Road, Glenmore, Durban.

The following information is furnished but not guaranteed:

Improvements: Single-storey house, cement under tile roof, garage attached to main house. *Main house:* Five bedrooms, bathroom—bath/basin, tiled floor, separate shower, two toilets—tiled floor, lounge—carpeted, dining-room—carpeted, kitchen—lino floor, fitted cupboards, servants' quarters—attached to garage, room—toilet/shower and swimming-pool. The property is partly fenced (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accurance hereof is not guaranteed): Special Residential.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 28th day of June 1993.

Strauss Daly, Attorneys for Plaintiff, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Barnard/G02920.)

Case 125/93

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

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

In pursuance of a judgment granted on 17 March 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 11:00, at the Sheriff's Office, 5 Bishop Street, Camperdown (behind the Masonic Lodge).

Description: Unit 1490, in extent 383,0 square metres, situated in the Township of Mpumalanga B, in the County of Pietermaritzburg, represented and described on General Plan BA58/1969.

Physical address: Unit B1490, Mpumalanga.

Improvements: Brick under asbestos dwelling, two bedrooms, bathroom, kitchen and lounge.

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

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within 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, Camperdown, 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 2166/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Mnfanafuthi Joshua Nzimande,** Defendant

In the pursuance of judgment granted on 7 September 1992, in the Port Shepstone Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 August 1993 at 11:00, in front of the Magistrate's Court, Port Shepstone, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A1251, in extent 372 square metres, situated in the Township of Gamalakhe, represented and described on General Plan BA15/1970, held by virtue of Deed of Grant G10868/87.

Physical address: Ownership Unit A1251, Gamalakhe Township.

The property has been improved by the erection of a brick and tile roof dwelling-house thereon, consisting of kitchen, lounge, three bedrooms, bathroom and toilet combined, municipal electricity, water supply and sanitation.

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 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, Port Shepstone.

Dated at Port Shepstone this 23rd day of June 1993.

Barry, Botha & Breytenbach, 16 Bisset Street, Port Shepstone. (Ref. CEB/LG/K169 05S047131.)

Case 04705/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Ltd** (Reg. No. 86/04794/06), Plaintiff, and **Dokhotia Gibson Mhlongo,** Defendant

In pursuance of a judgment granted on 2 June 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 30 July 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Subdivision 27 of Lot 446, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent (385) three hundred and eighty-five square metres.

Street address: 147 Blenny Road, Newlands East.

Improvements: Brick under tile dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

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 24th day of June 1993.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z08688.JR.)

Case 45/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and **Linda Louise St John Skerrett,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 17 February 1993, the following immovable property will be sold in execution on 13 August 1993 at 10:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 265, Port Edward, situated in the Port Edward Town Board, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 4 047 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Lot 265, Port Edward.

Upon the property are four buildings under brick and tile, each comprising of an entrance-hall, lounge, dining-room, open plan kitchen, full bedroom (main en suite), two bedrooms, toilet, bathroom with basin and shower and single garage with servant's toilet.

Material conditions of sale: The purchaser shall pay ten per centum (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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 29th day of June 1993.

John Crickmay & Co., Execution Creditor's Attorneys, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; and/or 8 Archibald Road, Port Shepstone.

Saak 2209/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Corporation Ltd,** Eksekusieskuldeiser, en **Macingwana Edward Makhanda,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 16 Junie 1993, sal die ondervermelde eiendom op 4 Augustus 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit D4947, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop, maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 30ste dag van Junie 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureur vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 13172/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Neethianandthan Rungasamy Naidoo,** First Defendant, and **Shirley Naidoo,** Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 14 June 1993, the immovable property listed hereunder will be sold in execution on Friday, 30 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 5689 (of 5599) of the farm Northdale 14914, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 571 (five hundred and seventy-one) square metres, situated at 4 Butterfly Road, Northdale, Pietermaritzburg, held by Defendants under Deed of Transfer T7510/87.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of brick under asbestos roof, with tiled floors, consisting of lounge, dining-room, kitchen, two bedrooms, bathroom, toilet and store-room.

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 2nd day of June 1993.

Venn Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. Mr Burnett/06N2385/93.)

Case 13174/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Benjamin Henry Niekerk,** First Defendant, and **Louisa Bertha Julia Niekerk,** Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 14 June 1993, the immovable property listed hereunder will be sold in execution on Friday, 30 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 2 of Lot 1762, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 502 (five hundred and two) square metres, situated at 20 Zeederberg Street, Pietermaritzburg, Administrative District of Natal, in extent 502 (five hundred and two) square metres, situated at 20 Zeederberg Street, Pietermaritzburg, held by Defendants under Deed of Transfer T23535/91.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of brick under tile roof, with tiled floors, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, verandah and swimming-pool with a concrete driveway.

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 22nd day of June 1993.

Venn Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. Mr Burnett/06N2385/93.)

Case 13173/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Sathasivan Govindasamy Govender,** First Defendant, and **Krishnaveni Govender,** Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 14 June 1993, the immovable property listed hereunder will be sold in execution on Friday, 30 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 261 (of 249) of the farm Belfort 14040, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 040 (one thousand and forty) square metres, situated at 45 Boundary Road, Northdale, Pietermaritzburg, held by Defendants under Deed of Transfer T13220/89.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of block under tiled roof, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 22nd day of June 1993.

Venn Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. Mr Burnett/06N2385/93.)

Case 9736/92

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Johannes Harris,** Defendant

In pursuance of a judgment granted on 23 October 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 6 August 1993 at 10:00, the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land, being Ownership Unit A5101, in extent 465 square metres, situated in the Township of kwaNdengezi, represented and described on General Plan BA109/1969, held by virtue of Deed of Grant G000567/89.

Physical address: Ownership Unit A5101, kwaNdengezi 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, three bedrooms, bathroom and w.c.'s, 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 19,5% (nineteen comma 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 offices of the Sheriff of the Magistrate's Court, Pinetown.

Dated at Durban this 28th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z09039/35.)

Case 3217/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA Bank Ltd** (No. 86/04794/06), Plaintiff, and **Ravin Maharaj,** First Defendant, and **Keshree Maharaj,** Second Defendant

In pursuance of a judgment granted on 10 May 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 6 August 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description:

(1) A unit consisting of:

(a) Section 16 as shown and more fully described on Sectional Plan SS98/86, in the building or buildings known as "Gourie Mews" situated at Durban of which the floor area, according to the said sectional plan is 146 (one hundred and forty-six) 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 sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST98/86 (16) (unit).

Street address: 16 Gourie Mews, 10 Ireland Street, Verulam.

Improvements: Brick under tile semi-detached flat, comprising of two bedrooms, lounge, dining-room, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

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 sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Verulam.

Dated at Durban this 28th day of June 1993.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. [Ref. Z13619 (509).]

Case 12215/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Martha Johanna Riekert N.O.,** First Defendant, and **Frederick Pieter Botha N.O.,** Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 10 June 1993, the immovable property listed hereunder will be sold in execution on Friday, 30 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:

Lot 107, Cleland Extension 1, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 696 (one thousand six hundred and ninety-six) square metres, situated at 8 Holly Road, Cleland, Pietermaritzburg, held by the Marboth Trust under Deed of Transfer T17143/92.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: A single-storey dwelling constructed of brick under tiled roof, consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms, two toilets, laundry and outbuildings being two garages, carport and workshop.

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 22nd day of June 1993.

Venn Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. Mr Burnett/06N2385/93.)

Case 276/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Z. C. Ntaka,** 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 30 July 1993 at 11:00, at the Sheriff's Office, 5 Bishop Street, Camperdown (behind the Masonic Lodge):

Description: Unit H1097, in the Township of Mpumalanga, District of Mpumalanga, in extent of 337 square metres, represented and described on General plan BA25/1979.

Physical address: Unit H1097, Mpumalanga.

Improvements: Brick under tile dwelling, three bedrooms, bathroom, kitchen, lounge.

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

2. The purchaser shall pay 10% (ten per 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, Camperdown, or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 25th day of June 1993.

M. Baldocchi, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 4900/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **S. Papiah,** First Defendant, and **R. D. Papiah,** Second Defendant

In pursuance of a judgment granted on 26 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, Chancery Lane, Pinetown:

Description: Subdivision 17 of Lot 4660, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 948 square metres, held by Deed of Transfer T22123/88.

Physical address: Subdivision 17 of Lot 4660, Reservoir Hills, formerly known as Subdivision 17 of Lot 817, Westville.

Improvements: Vacant land.

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 Dickinson & Theunissen.

Dated at Pinetown on this the 25th day of June 1993.

M. Baldocchi, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Rf. Mr Clift/sp.)

Case 604/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KwaZulu Finance and Investment Corporation Ltd,** Plaintiff, and **Bhuti Joseph Kweyama,** Defendant

In pursuance of a judgment of the Supreme Court, Pietermaritzburg dated 5 April 1993, and writ of execution dated 20 April 1993, the immovable property listed hereunder will be sold in execution on Wednesday, 4 August 1993 at 10:00, at the main south entrance to Magistrate's Court, Umlazi (near the National and KwaZulu flag post) to the highest bidder:

Ownership Unit 605, Unit BB, Umlazi Township, in the District of Umlazi, Natal, in extent 671 square metres as described and represented on Deed of Grant G4578/86.

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 17,25% (seventeen 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 Supreme Court, Umlazi, Natal, immediately prior to the sale may be inspected at his office at Umlazi, Natal.

Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. K1L/463/evh.)

Saak 213/88

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance and Investment Corporation Ltd,** Eksekusieskuldeiser, en **Sammy Solomon Mngomezulu,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 13 Maart 1993, sal die ondervermelde eiendom op 4 Augustus 1993 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 7197, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 29ste dag van Junie 1993.

P. G. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 12371/93

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

In the matter between **NBS Bank Limited,** Plaintiff, and **Dhevagie Naicker,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 4 June 1993, the following immovable property will be sold in execution on Friday, 30 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg to the highest bidder:

Sub 655 (of 481) of the farm Northdale 14914, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and sixty (260) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situate at 172 Balhambra Way, Newholmes, Pietermaritzburg which property consists of land improved by a single storey dwelling house under brick and tile, comprising three bedrooms, one and a half bathrooms, shower, two w.c.'s, lounge, dining-room, kitchen and pergola. No outbuildings.

Material condition of sale:

The purchaser shall pay ten (10%) per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 30th day of June 1993.

Leslie Simon Pretorius & Dawson Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

R. A. J. P. Dawson, Attorneys for Plaintiff.

Case 12204/92

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

In the matter between **United Bank Ltd** No. 86/04794/06, Execution Creditor, and **Leslie Trevor Hodnett,** and **Mrs Lorraine Ann Hodnett,** Execution Debtors

In pursuance of a judgment granted on 10 April 1992, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 3 August 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban to the highest bidder:

Description: A certain piece of land being: Sub 30 (of 11) of Lot 851, Duiker Fontein, situate in the City of Durban, Administrative District of Natal, measuring one thousand one hundred and thirty four (1 134) square metres.

Postal address: 26 Orange Grove, Greenwood Park, Durban, 4051.

Improvements: Part double storey brick under tile dwelling on elevating stand consisting of: Entrance porch and hall, lounge, dining-room, kitchen, four bedrooms, study, two bathrooms, balcony, two double garages, servants quarters with toilet and shower.

Town-planning: Zoning: Special Residential 650, Special Privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrates Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may by inspected at the offices of the Sheriff for the Magistrates, Court Durban, or at our offices.

Browne, Brodie & Co., Paintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/016/001017/Mrs Chelin.)

Case 2248/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Habib Cassim Ebrahim,** First Defendant, and **Zareena Ebrahim,** Second Defendant

In execution of a judgment of the Suprme Court of South Africa, Natal Provincial Division, the following property belonging to the Defendant, will be sold in execution on 6 August 1993 at 10:00, in front of the Magistrate's Court, Dundee to the highest bidder for cash:

Lot 1682, Dundee (Extension 9) situate in the Borough of Dundee and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent 658 square metres and held under Deed of Transfer T14840/71.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 6 Chockalal Street, Peacevale, Dundee, Natal.

2. The property has been improved by the construction of a brick dwelling under metal roof, comprising four bedrooms, bathroom, toilet, shower/toilet, kitchen, lounge/dining-room and carport.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Brokensha, Meyer & Partners, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 17th day of June 1993.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (Ref. LRM/lv/G.1.)

Case 1410/93

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

In the matter between **Nedcor Bank Limited,** Plaintiff, and **G. H. Zulu,** Defendant

In pursuance of a judgment granted on 19 February 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, in front of the Magistrate's Court, Chancery Lane, Pinetown, at 10:00:

Description: Unit K15 in the Township of Kwadabeka, District of Pinetown, in extent of 367 square metres, represented and described on General Plan 350/1987.

Physical address: Unit K15, Dwadabeka.

Improvements: Brick under tile dwelling: Three bedrooms, bathroom, toilet, kitchen, lounge, dining-room.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown or at the offices of Dickinson & Theunissen.

Dated at Pinetown on this the 28th day of June 1993.

M. Baldocchi, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 4737/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **D. R. Rampersadh,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 16 June 1993, the following immovable property will be sold in execution on Friday, 30 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 67 (of Subdivision III) of Lot 1291, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand two hundred and fifty-four (1254) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 22 Mountain Rise Drive, Mountain Rise, Pietermaritzburg, which property consists of land improved by a double storey dwelling-house under brick and tile comprising four bedrooms, two bathrooms, shower, three w.c.'s, lounge, dining-room, study, kitchen, pantry, scullery and other family room and laundry off kitchen. Outbuildings consist of two garages, servant's and one w.c.

Material conditions of sale:

The purchaser shall pay ten (10%) per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 29th day of June 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 17493/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Simo Petrus Kunene,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 27 August 1992, the following immovable property will be sold in execution on Friday, 30 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 1454 (Imbali III) Edendale, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and sixty (560) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 1454 (Imbali III) Edendale, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under asbestos and brick comprising two bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

Material conditions of sale:

The purchaser shall pay ten (10%) per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 30th day of June 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 11617/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Charles Thulebona Dlamini,** 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 Friday, 30 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 301 of Lot 1486, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and fifty-seven (557) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 113 White Road, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and I B R consisting of three bedrooms, bathroom, w.c., lounge and kitchen with a verandah. Outbuildings consist of carport, stores and w.c.

Material conditions of sale:

The purchaser shall pay ten (10%) per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg and interested parties may contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 30th day of June 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 12446/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Abdul Rashid Seepye,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 26 June 1992, the following immovable property will be sold in execution on Friday, 30 July 1993 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 19 (of 7) of the farm Dunveria 14079, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent eight hundred and forty-eight (848) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 314, Brixham Road, Dunveria, Pietermaritzburg, which property consists of vacant land.

Material conditions of sale:

The purchaser shall pay ten (10%) per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg and interested parties may contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 30th day of June 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 9159/93

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Mvukeni Almon Ntuli,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 17 May 1993, the following immovable property will be sold in execution on 30 July 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 16 of Lot 1683, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 524 square metres.

The following information is furnished regarding the property but is not guaranteed: The property which is situated at 43 Langford Road, Grange, Pietermaritzburg, is a dwelling consisting of lounge and dining-room, three bedrooms, bathroom, separate toilet, store-room and outside toilet.

The zoning is special residential and there are no special privileges attaching to the property.

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 for the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of 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 30th day of June 1993.

J. Leslie Smith & Company, Plaintiff's Attorneys, Third Floor, Brasfort House, 262 Longmarket Street, Pietermaritzburg. (Ref. L. W. A. Trotter/A920/92.)

Case 277/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Mrs Feroza Rassool,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 21 January 1993, the following immovable property will be sold in execution on Friday, 30 July 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

1. Remainder of Subdivision 2 of Lot 2006, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three hundred and fifty-five (355) square metres.

2. Remainder of Subdivision 1 of Lot 2006, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and fifty-six (256) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 19 West Street, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under corrugated iron and brick comprising four bedrooms, two bathrooms, two w.c.'s, lounge, dining-room and kitchen. Outbuildings comprises of car-port, two servants' quarters and w.c.

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 for the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 28th day of June 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorney for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 15032/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Cecil Singatha Ntloko,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 30 July 1992, the following immovable property will be sold in execution on Friday, 30 July 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Remainder of Lot 54, Edendale, situated in the Administrative District of Natal, in extent six thousand nine hundred and eighty-six (6 986) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 54, Edendale, Pietermaritzburg, which property consists of land improved by a double-storey dwelling-house under brick and tile, comprising five bedrooms, two bathrooms, two w.c.'s, lounge, dining-room, study, kitchen and verandah. Outbuildings consist two garages, servant's quarters, store and w.c. Other consists of cottage of three bedrooms, lounge, dining-room and kitchen.

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 for the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 28th day of June 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorney for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 23138/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Mpimi Abednego Mthembu,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 27 October 1992, the following immovable property will be sold in execution on Friday, 30 July 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 572, Ashdown, situated in the Township of Edendale, City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and forty-five (545) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Unnamed Road, Ashdown, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under concrete block and tiles comprising two bedrooms, bathroom, w.c., lounge and kitchen with an entrance verandah. No outbuildings.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff for the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 28th day of June 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorney for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 3194/91

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

In the matter between **CNS Investments,** Plaintiff, and **S. Archary,** formerly trading as Laser Engineering, Defendant

In pursuance of a judgment in the above Honourable Court, and a warrant of execution, dated 2 October 1991, the immovable property described hereunder will be sold in execution on 4 August 1993 at 10:00, in front of the Magistrate's Court, Newcastle, to the highest bidder:

Subdivision 7 of Lot 107, Newcastle (3 Antilia Place).

1. The property shall be sold by the Sheriff of the Magistrate's Court, Newcastle, to the highest bidder without reserve but subject to the provisions of section 66 and of the Magistrates' Courts Act, No. 32 of 1944, as amended.

2. A deposit of 10% (ten per cent) shall be payable on the day of the sale.

3. The balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within one month after sale.

4. The property will be sold subject to the rights of any existing tenant.

5. The Execution Creditor shall be entitled to appoint the attorney to attend to transfer.

Dated at Newcastle on this the 25th day of June 1993.

Pravesh Singh, First Floor, Volkskas Building, 38 Voortrekker Street; P.O. Box 2342, Newcastle.

Saak 3194/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **CNS Investments,** Eiser, en **S. Archary,** voorheen handeldrywende as Laser Engineering, Verweerder

Ten uitvoering van 'n vonnis van gemelde Agbare Hof en 'n lasbrief vir eksekusie, gedateer 2 Oktober 1991, sal die volgende eiendom, wat spesiaal beslagbaar verklaar is, in eksekusie verkoop word op 4 Augustus 1993 om 10:00, voor die Landdroskantore te Newcastle, aan die hoogste bieder:

Onderverdeling 7 van Erf 107, Newcastle (Antilia Place 3).

Verkoopvoorwaardes:

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

2. 'n Deposito van 10% (tien persent) moet op die dag van die verkoping betaal word.

3. Die balans moet binne 14 dae, in kontant, of verseker deur 'n bank- of bougenootskapwaarborg, sodanige betaling en/of waarborg moet verskaf word aan die Balju.

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

5. Die Vonnisskuldeiser is geregtig om 'n prokureur aan te stel om die transport te behartig.

Geteken te Newcastle op hierdie 25ste dag van Junie 1993.

Pravesh Singh, Eerste Verdieping, Volkskasgebou, Voortrekkerstraat 38; Posbus 2342, Newcastle.

Case 784/90

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Sydney Ngcobo,** Defendant

In pursuance of a judgment granted on 30 November 1990, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 4 August 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 J1176, in extent 458 square metres, situated in the Township of Umlazi, represented and described on General Plan BA 172/1971, held by virtue of Deed of Grant G007237/88.

Physical address: Ownership Unit J1176, Township of Umlazi.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single-storey block and tile dwelling comprising of kitchen, dining-room, lounge, three bedrooms, two bathrooms, two w.c.'s 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 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, Umlazi.

Dated at Durban this 25th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z31054/26.)

Case 17369/92

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

In the matter between **Nedcor Bank Ltd,** formerly Nedperm Bank Ltd (Reg. No. 51/00009/06), Plaintiff, and **Bekumuzi Meyiwa,** Defendant

In pursuance of a judgment granted on 16 June 1992, in the Court of the Magistrate Durban, and under a writ of execution issued thereunder, and served on 1 October 1992, the immovable property listed hereunder shall be sold in execution to the highest bidder on 6 August 1993 at 10:00, at the Main East Entrance to the Magistrate's Court, Umbumbulu.

Description: Ownership Unit 992, in the Township of KwaMakhutha, District County of Durban, in extent five hundred and twenty-five (525) square metres.

Postal address: 992 kwaMakhutha Township.

The property consists of a dwelling-house of plastered bricks, under a tile roof with three bedrooms, dining-room, bathroom, lounge, and kitchen with electricity.

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

2. The purchaser shall pay a deposit of 10% (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 of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.1 The purchaser shall be liable for payment of interest at the rate of 20% (twenty per cent) per annum to the Plaintiff and at the prescribed rate of interest to any other preferential creditors on the respective amounts of the award in the plan of distribution from the date of the sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Umbumbulu.

Dated at Durban.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/002674.)

Case 20/93

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 **M. J. Hlengwa,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 23 March 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 3 August 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site C2609, Ezakheni, in extent 342 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G06846/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed.

Improvements: Concrete block under asbestos roof, comprising two bedrooms, living-room, kitchen, w.c. and bathroom combined, in extent 342 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 3 August 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 Black Group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Ltd, within 21 days.

Dated at Ladysmith on this 14th day of June 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street; P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF411.)

Case 5/93

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 **B. P. Ntshangase,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 1 March 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 3 August 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E1660, Ezakheni, in extent 551 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G03384/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed.

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings, w.c. and shower, in extent 551 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 3 August 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 Black Group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Ltd, within 21 days.

Dated at Ladysmith on this 14th day of June 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street; P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF405.)

Case 752/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **NBS Bank Ltd** (Reg. No. 87/01384/06), Plaintiff, and **M. P. I. Xulu,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 5 March 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 3 August 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit B2020, Ezakheni, in the District of Emnambithi, County of Klip River, in extent 560 square metres as shown on General Plan BA 207/1970.

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

Improvements (the accuracy hereof is not guaranteed): Three bedrooms, two bathrooms, two toilets, kitchen, lounge and dining-room combined and garage.

Zoning: Residential.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 3 August 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 purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 15th day of June 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street; P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0237.)

Case 8/93

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 **K. S. Vilakazi,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 14 May 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 August 1993 at 15:00, in front of the Magistrate's Court, Ezakheni:

Site E2918, Ezakheni, in extent 438 square metes, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G01447/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron dwelling, comprising three bedrooms, living-room, kitchen and outbuildings w.c. and shower, in extent 438 square metres.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 10 August 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 Black Group.

4. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Ltd, within 21 days.

Dated at Ladysmith on this 14th day of June 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street; P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF402.)

Case 64575/92

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

In the matter between **Lightning Construction (Pty) Ltd,** Plaintiff, and **Mahomed Ihubh Roshan,** Defendant

In pursuance of a judgment granted on 4 December 1992 in the Court of the Magistrate, Durban, and under 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, 12 Oak Street, Kharwastan, Chatsworth:

Lot 239, Umhlatuzana, situate in the City of Durban, in extent one thousand four hundred and sixty (1 460) square metres, consisting of brick under tile roof dwelling comprising of four bedrooms, lounge, dining-room, toilet, two toilet and bathrooms and garage. *Outbuildings:* Two rooms, kitchen, toilet and bathroom.

Residential address: 56 Collier Avenue, Umhlatuzana Township.

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 27,5% (twenty seven comma five per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff in the plan of distribution from the date of sale to date of transfer.

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 Street, Kharwastan, Chatsworth.

Dated at Durban this 23rd day of June 1993.

Zubeda K. Seedat & Co., Plaintiff's Attorney, Suite 52, KMS House, 173 Grey Street, Durban. (Ref. VP/VG/L43.)

Case 2134/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Ltd (Reg. 87/01384/06),** Judgment Creditor, and **D N O Property Investment Close Corporation,** Judgment Debtor

In pursuance of a judgment granted on 19 April 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 6 August 1993 at 10:00, at the front entrance of the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A unit consisting of:

(a) Section 39 (thirty-nine) as shown and more fully described on Sectional Plan SS269/91, the scheme known as Camarque in respect of the land and building or buildings situated at Umdloti Beach, of which the floor area, according to the said sectional plan is two hundred and forty (240) 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, in extent two hundred and forty (240) square metres.

Postal address: 62 Camarque, 27 North Beach Road, Umdloti.

Improvements: A flat consisting of lounge, dining-room, study, kitchen, three bedrooms, three bathrooms, two showers and four toilets, family room, dressing-room, balcony and undercover parking, held by the Defendant in its name under Deed of Transfer ST11978/92.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

Terms:

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

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately on the property being knocked down to the purchaser and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Magistrate's Court or the auctioneer within 14 days after the sale.

2. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, for Verulam. Interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Umhlanga Rocks this 5th day of July 1993.

P. A. Jenkins, for Gavin Gow & Co., Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks, 4320. [Tel. 561-1011.]; c/o Henry Francis JP, 23 Realty Centre, Umloti Man Road, Verulam; P.O. Box 610, Umhlanga Rocks, 4320. (Tel. 561-1011.)

Case 1162/93

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

In the matter between **Yskor Landgoed (Pty) Ltd,** Plaintiff, and **D. J. Manyathi,** Execution Debtor

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 29 June 1993, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, 4 August 1993 at 11:00, whereby the following property will be sold to the highest bidder, namely:

All the right, title and interest of the leasehold of Lot 1673, Bhekezulu, Administrative District of Vryheid, measuring three hundred and eight (308) square metres and held by virtue of Certificate of Registered Grant of Leasehold 1466/90 and subject to the conditions therein contained, also better known as Lot 1673, Bhekezulu, Vryheid.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Jurisforum Building, Landdrost Street, Vryheid. The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.

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

Dated at Vryheid on this 5th day of July 1993.

Cox & Partners, Plaintiff's Attorney, corner of Market and High Streets, Vryheid.

Case 4306/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Shireen Parboo,** Defendant

In pursuance of a judgment granted on 4 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 6 August 1993 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam.

Description:

(a) Section 74 as shown and more fully described on Sectional Plan SS24/90, in the building or buildings known as Village Mews situated at Tongaat, Administrative District of Natal, of which the floor area according to the said sectional plan is 85 square metres in extent; and

(b) An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section.

Held under certificate of Registered Sectional Title ST24/90(74) Unit.

(2) An exclusive use area described as Yard Y74, measuring 13 (thirteen) square metres being part of the common property, comprising the land and building or buildings known as Village Mews, situated at Tongaat, Administrative District of Natal, as shown and more fully described on Sectional Plan SS24/90 , held under Notarial Cession of real rights about to be registered.

(3) An exclusive use area described as Garden Area G74, measuring 20 (twenty) square metres, being part of the common property, comprising the land and building or buildings known as Village Mews, situated at Tongaat, Administrative District of Natal, as shown and more fully described on Sectional Plan SS24/90, held under Notarial Cession of real rights about to be registred.

Address: Flat 74, Village Mews, Palm Grove, Henrietta Street, Tongaat.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge and dining-room, kitchen, toilet and bath-room.

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

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban.

Case 361/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Henry Nxele,** Defendant

In pursuance of a judgment granted on 23 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 4 August 1993, in front of the Magistrate's Court, Umlazi (near the National KwaZulu Flag Post) at 10:00, to the highest bidder.

Description: Ownership Unit 527, in the Township of Umlazi-Unit 10, District of Umlazi, in extent 325 square metres, represented and described on General Plan BA 11/1973, held under Deed of Grant 2370/231 and signed at Pretoria on 30 April 1992.

Physical address: K527, Umlazi.

Improvements: Single storey brick under asbestos dwelling comprising two bedrooms, bathroom, kitchen, dining-room, electricity (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

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

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 18,75% (eighteen comma seven 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, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 30th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D.Varty/Z12385/nvh.)

Case 3428/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Siphiwe Obed Langa,** Defendant

In pursuance of a judgment granted on 13 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 6 August 1993, in front of the Magistrate's Court, front entrance, Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, at 10:00, to the highest bidder:

Description: Ownership Unit C826, in the Township of Ntuzuma, District of Ntuzuma in extent of 404 square metres, represented and described on General Plan PB 72/1983, held under Deed of Grant G2880/87, signed at Ulundi on 18 February 1987.

Physical address: C826 Ntuzuma Township, kwaMashu.

Improvements:

Double storey brick under tile dwelling comprising:

Upstairs: Five bedrooms, bedroom with en suite, bathroom and toilet.

Downstairs: Lounge, dining-room, kitchen, pantry, bathroom and toilet and double garage (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

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

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 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, Verulam, or at the offices of Strauss Daly Inc.

Dated at Durban this 5th day of July 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z13956/nvh.); c/o Oakford Priory, P.O. Oakford, Verulam.

Case 3433/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Paulos Budokwe,** First Defendant, and **Tolakele Eunice Budokwe,** Second Defendant

In pursuance of a judgment granted on 13 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 6 August 1993, in front of the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, at 10:00, to the highest bidder:

Description: Ownership Unit B87 in the Township of Inanda, Newtown, District of Verulam, in extent of 300 square metres, represented and described on General Plan 173/1981, held under Deed of Grant 5153, signed at Pietermaritzburg, on 6 November 1986.

Physical address: B87 Inanda, Newtown.

Improvements: Single storey brick under asbestos dwelling comprising two bedrooms, 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 Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee and to be approved by the Plaintiff's attorneys to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Verulam, or at the offices of Strauss Daly Inc.

Dated at Durban this 29th day of June 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/Z13949/nvh.); c/o Oakford Priory, P.O. Oakford, Verulam.

Case 5260/92

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

In the matter between **S. Ragaven and Three Others/HAC DADA**

In pursuance of judgement in the Magistrate's Court for the District of Durban, held at Durban, in the above-mentioned case, and by virtue of a writ of execution issued thereon, the property listed hereunder will be sold by public auction to the highest bidder by the Acting sheriff of the Magistrate's Court, Inanda, in the front entrance to the Magistrate's Court Building, Moss Street, Durban, on Friday, 30 July at 10:00:

Description: Lot 220, La Mercy Township (Extension 1), situate in the Township of Tongaat and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent nine hundred and seventy-two (972) square metres.

Physical address: 25 Jasmin Place, Tongaat.

Navanethem Pillay & Co., Attorneys & Conveyancers, Suite 101, Dinvir Centre, 123 Field Street, Durban, 4001; P.O. Box 4592, Durban, 4000. (DX 143 Durban). [Tel. (031) 301-0825/6/7.] [Telefax: (031) 307-4605.]

Case 49832/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Rajesh Dallip Singh,** First Defendant, and **Angela Poovan Singh,** Second Defendant

In pursuance of a judgment granted on 30 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 Friday, 13 August 1993 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Subdivision 1 of Lot 397, Reservoir Hills (Extension 1), situate in the City of Durban, Administrative District of Natal, in extent 1 072 square metres.

Postal address: 32 Bardia Avenue, Reservoir Hills.

Improvements: Three bedrooms, two bathrooms, shower, lounge, dining-room, study, kitchen, pantry, porch and verandah. Basement: Kitchen, two bedrooms, bathroom and w.c., store-room and single garage.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

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

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 12721/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Tharmanasen Narainsamy Govender,** First Defendant, and **Mogambal Govender,** married in community of property to each other, Second Defendant

In pursuance of a judgment granted on 14 April 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, 6 August 1993 at 10:00, in front of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 5421, Verulam (Extension 44), situate in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative Distrct of Natal, in extent 1 067 square metres.

Postal address: 22 Knightsbridge Road, Parkgate, Ottawa, Verulam.

Improvements: Brick under tile dwelling comprising of two bedrooms, lounge, kitchen, dining-room, 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% (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 Avenue, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 28th day of July 1993.

Mulla and Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case 2004/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between **Saambou Bank Ltd,** (No. 87/05437/06), Execution Creditor, and **Angelique Salibas,** Execution Debtor

In pursuance of a judgment granted on 2 March 1993 in the Magistrate's Court, Stanger, and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 6 August 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder, according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale.

Description: Lot 290, Ballitoville, situate in the Ballito Town Board Area, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 833 square metres.

Improvements: Brick under tile dwelling consisting of four bedrooms (main en suite), bathroom/toilet, shower, toilet, lounge/bar, dining-room, TV-room, small room, kitchen, laundry, servant's room, toilet/shower, hot-house and a swimming-pool.

Residential address: 7 Lindsay Drive, Ballito.

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 property shall be sold to the highest bidder at the sale.

3. The purchaser shall pay 10% (ten per centum) of the purchase price immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of sale.

4. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per centum) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Stanger, Natal.

Dated at Stanger on this day of 1993.

Laurie C. Smith Inc., Execution Creditor's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/RJ/S147/DEF.)

Case 110/93

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 **Subhaschand Hariparsad,** First Defendant, and **Premsagar Hariparsad,** Second Defendant, and **Hirdhaynath Hariparsad,** Third Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, Friday, on 30 July 1993 at 10:00:

Description: Lot 1664, Isipingo (Extension 11), situate in the Borough of Isipingo and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent 929 (nine hundred and twenty-nine) square metres, held under Deed of Transfer T22568/1984.

Physical address: 33 Alexander Avenue, Isipingo, Natal.

Zoning: Special Residential.

The property consists of the following:

Single storey house, brick/plaster under tile, the premises are vacant and double garage separate from the house.

Main house: Five bedrooms (underfelt only on floors), two en suite with bathroom/basin/toilet, toilet - tiled floor, bathroom - bath/basin/shower - tiled floor, lounge -underfelt only on floor, dining-room - underfelt only on floor, airconditioned (2) and kitchen -tiled floor - fitted cuboards.

Servants quarters: Three rooms - room attached to garage and toilet.

The property is fully fenced with a concrete fence.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Surpeme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arear 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 Acting Sheriff of the Supreme Court, 101 Legaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 29th day of June 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.5687/slm.)

Case 1451/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLA3IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

In the matter between **The Methodist Curch of Southern Africa,** Plaintiff, and **Harry S. Malembe,** Defendant

In pursuance of the judgment granted on 25 August 1992, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property described hereunder will be sold in execution on Wednesday 18 August 1993 at 10:00, at the Main South Entrance to the Magistrate's Court, Umlazi (near the National and KwaZulu Flag Post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit AA1147, in extent of 470 square metres, situated in the Township of Umlazi, represented and described on General Plan P.B. 266/1982, held by virtue of Deed of Grant 6450/14, physical address: Ownership Unit AA1147, Umlazi Township.

The property is a vacant plot of land without any improvements.

Conditions of sale:

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

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written confirmation 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 the 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 of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 2nd day of July 1993.

Z. E. Buthelezi, for Livingston Leandy Inc., Plaintiff's Attorneys, Ninth Floor, FNB Building, corner of Smit and Field Streets, Durban. (Ref. Mr Buthelezi/dg/36M140001.)

Case 2770/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **Nedperm Bank Ltd,** Plaintiff, and **B. Mkhwanazi,** Defendant

In pursuance of a judgment granted on 29 June 1993, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 5 August 1993 at 11:00, at the Magistrate's Court Empangeni.

1. (a) Deeds office description: Ownership Unit A559, Township of Nseleni, District of Enseleni, measuring four hundred and fifty (450) square metres in extent.

1. (b) Street address: A559 Nseleni.

1. (c) Improvements (not warranted to be correct): Single-storey dwelling consisting of two bedrooms, bathroom, lounge and kitchen.

1. (d) Zoning/Special Privileges of Exemption: 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, Old Sugar Mill Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 5th day of July 1993.

Schreiber Smith, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/N2669/92.)

Case 1071/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **Nedperm Bank Ltd** No. 51/00009/06, Plaintiff, and **Siphindiwe Cynthia Missbe Mkhwanazi,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 29 April 1993, the immovable property described as:

(a) Section 4, as shown and more fully described on Sectional Plan 288/1991, in the scheme known as Anchorage in respect of the land and building or buildings situated at Port Edward, in the Port Edward Town Board Area of which Section the floor area, according to the said Sectional Plan, is 111 square metres in extent, and situated in Selbourne Avenue, Port Edward, 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 No. ST5617/92;

(c) an exclusive use area described as parking area P4, measuring 20 square metres being part of the common property, comprising the land and building or buildings known as Anchorage situated at Port Edward as shown and more fully described on Sectional Plan SS288/91, held under notarial Deed of Cession SK532/92, will be sold in execution on Friday, 6 August 1993 at 10:00, on the Courthouse steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) 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 what so ever 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 duplex unit consisting of: *Downstairs:* Lounge, dining-room, kitchen, carport. *Upstairs:* Two bedrooms, bath toilet, shower and balcony.

Dated at Port Shepstone on this the 16th day of July 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP004/01NP01503.)

Case 33/93

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 **S. M. Kubheka,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 14 May 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 10 August 1993 at 15:00, in front of the Magistrate's Court, eZakheni:

Site A388, eZakheni, in extent 300 square metres, situate in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G03117/87.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Brick under tile dwelling, comprising three bedrooms, living-room, dining-room, kitchen, bathroom and w.c., garage and carport and a verandah.

Extent: 300 square metres.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 10 August 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 bide shall be accepted by the Sheriff.

3. The property is within a black area and is accordingly reserved for ownership of the Black Group.

4. The full purchase price shall be paid in cash or bank guaranteed cheque upon conclusion of the sale.

5. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

6. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorney, or the Sheriff of Klip River, Ladysmith.

7. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 5th day of July 1993.

Maree & Pace, Attorney for Plaintiff,72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF422.)

Case 2761/93

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 **Siphiwe Joseph Mhlongo,** Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Verulam, dated 21 April 1993, and writ of execution, issued thereafter, the property listed hereunder will be sold in execution on 6 August 1993 at 10:00, at the front entrance to the Sheriff's Office, 2 Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

All the Defendant's right, title and interest in and to the property Ownership Unit K2211, in the Township of kwaMashu, District of Ntuzuma, in extent of 309 square metres represented and described on General Plan PB 954/1988, postal address K2211, kwaMashu.

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

A brick under tile dwelling consisting of the following: Two bedrooms, lounge, kitchen and toilet with bathroom, 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, Inanda Road, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 5th day of July 1993.

John Hudson & Company, Attorneys for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAlery/sc.)

Case 3140/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS Bank Ltd** (No. 87/01384/06), Execution Creditor, and **Johannes Marthinus Grobler,** First Execution Debtor, and **Faith Audrey Grobler,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court at Verulam, dated 19 May 1993, and writ of execution, issued thereafter, the property listed hereunder will be sold in execution on 6 August 1993 at 10:00, at the front entrance to the Sheriff's Office, 2 Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

All the Defendant's right, title and interest in and to the property Subdivision 6070 (of 6003) of the farm Zeekoe Vallei 787, situate in the City of Durban, Administrative District of Natal, in extent two hundred and seventy-four (274) square metres.

Postal address: 1 Bonnet Place, Newlands West.

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

A brick under tile dwelling comprising of three bedrooms; lounge; kitchen; toilet and bathroom.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, Inanda Road, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 8th day of July 1993.

John Hudson & Company, Attorney for Execution Creditor, 1803 Eagle Building, 359 West Street, Durban. (Ref. Mr McAlery/sc.)

Case 00124/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Michael Eric Hood,** Plaintiff, and **Bagdadi Property & Investments (Pty) Ltd,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Friday, 30 July 1993 at 09:00:

Description:

(1) Subdivision 16 (of 5) of Lot 703, Brickfield, City of Durban, in extent one thousand five hundred and twelve (1 512) square metres; and

(2) Remainder of Subdivision 5 of Lot 703, Brickfield, City of Durban, in extent one thousand three hundred and fifty-five (1 355) square metres.

Physical address: 222 Sparks Road, Sydenham, Durban.

Zoning: General residential (flats).

Improvements: Single storey house (under construction), brick under tile roof, main building is unoccupied, basement is occupied by two (2) tenants.

Description: Main house: Kitchen, four bedrooms, lounge, dining-room, toilet and bathroom. *Basement:* Two rooms and kitchen. *Outbuildings:* Brick under asbestos, two rooms and toilet/bathroom.

The property is fully fenced.

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 acting Sheriff of the Supreme Court, Durban, 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 acting Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban on this 28th day of June 1993.

M. E. Hood, for Cowley & Cowley, Plaintiff's Attorneys, Lex Chambers, 24 Parry Road, Durban. (Mr Hood/lh.)

Case 52/92

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

In the matter between **Kwazulu Finance & Investment Co. Ltd,** Plaintiff, and **Bongani Julius Makhaye,** Defendant

In pursuance of judgment granted on 27 July 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 4 August 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 BB1617, in extent 593 square metres, situated in the Township of Umlazi, represented and described on General Plan PB574/1986, held by virtue of Deed of Grant G3737/87.

Physical address: Ownership Unit BB1617, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey block and tile dwelling comprising of a kitchen, dining-room, lounge, three bedrooms, two bathrooms and two w.c.'s. 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 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 offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 1st day of July 1993.

Strauss Daly Inc, Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z31282/35.)

Case 66/93

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

In the matter between **KwaZulu Finance & Investment Co. Ltd,** Plaintiff, and **Dumisani Dennis Mdingi,** Defendant

In pursuance of a judgment granted on 25 March 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 4 August 1993 at 10:00, the main south entrance to the Magistrate's Couert, Umlazi (near the National and KwaZulu flag post) to the highest bidder:

Description: A certain piece of land, being Ownership Unit BB579, in extent 441 square metres, situated in the Township of Umlazi, represented and described on General Plan PB409/1984, held by virtue of Deed of Grant 5664/86.

Physical address: Ownership Unit BB579, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey fibreglass and tile 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 17,25% (seventeen comma two five per cent) per annum, to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi.

Dated at Durban this 1st day of July 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z74629/35.

Case 637/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **First National Bank Ltd,** Plaintiff, and **Bheabakubo Sipho Nhleko,** Defendant

In pursuance of a judgment granted on 2 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 5 August 1993 at 11:00. at the Magistrate's Court, Empangeni:

1. (a) *Deeds Office description:*

Ownership Unit Site A1233, Nseleni Township, District of Enseleni, measuring 450 (four hundred and fifty) square metres in extent, represented and described on General Plan BA86/1971 and held under Deed of Grant G004373/89 dated 7 August 1989, specially executable.

1. (b) *Street address:*

Unit A1233, Nseleni Township, Empangeni.

1. (c) *Property description* (not warranted to be correct):

Brick under asbestos dwelling comprising of two bedrooms, kitchen, dining-room, outside toilet and electricity.

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 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.

4. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 14th day of June 1993.

Schreiber Smith, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900, c/o Schreiber Smith, Yellowood Logde, Norman Tedder Lane, P.O. Box 175, Empangeni, 3880. (Ref. Mrs Pascau/11/F0002/93.)

ORANGE FREE STATE
ORANJE-VRYSTAAT

Case 3247/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provinsial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Willem Davitz** (I.D. No. 660529 5086 08 9), First Defendant, and **Linda Davitz,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 30 July 1993 a 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

"Onderverdeling 1 van Erf 1673, geleë in die dorp Ashbury, distrik Bloemfontein, groot 400 (vierhonderd) vierkante meter, gehou kragtens Transportakte T166/1992, onderworpe aan sekere voorwaardes en 'n terugvallingsreg", consisting of lounge/dining-room, kitchen, two bedrooms, bathroom/toilet, tile roof and wire fencing.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R20 000 (twenty thousand rand) or part thereof, 3% (three per centum) on the balance with a maximum of R6 000 (six thousand rand), in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. NS8636.)

Case 440/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Frans Jakobus van Aswegen** (I.D. No. 560829 5015 00 7), First Defendant, and **Maria Elizabeth van Aswegen** (I.D. No. 591014 0031 00 1), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price, is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 30 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, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

"Plot 10, Sonneskyn Kleinplase, geleë in die munisipaliteit Bloemspruit, distrik Bloemfontein, groot 4,2881 (vier komma twee agt agt een) hektaar gehou kragtens Transportakte T8776/1983, onderworpe aan sekere voorwaardes en serwitute", consisting of lounge/dining-room, kitchen, laundry, shower, four bedrooms, two bathroom/toilet, iron roof, wire fencing and slasto paving, and situated at Ninth Avenue, Sonskyn, District of Bloemfontein.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R20 000 (twenty thousand rand) or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 (six thousand rand) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. NS9132.)

Saak 22493/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Allied Bouvereniging Bpk.,** Eksekusieskuldeiser, en **Gavin Richard Theodore Pitt,** Eksekusieskuldenaar

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 25 November 1991, en 'n lasbrief vir eksekusie uitgereik teen Verweerders sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieër op sodanige terme en voorwaardes as wat ten tye van die verkoping voorgelees word deur Kahts, Afslaer van Ellenberg & Kahts Eiendomme, te die perseel geleë te die Landdroskantore, Bloemfontein (Peetlaan-ingang), op Vrydag, 30 Julie 1993 om 10:00, naamlik:

Sekere Erf 2528-uitbreiding 5, geleë in die dorp Ashbury, distrik Bloemfontein, beter bekend as Sonneblomstraat 26, Heidedal, groot 420 (vier twee nul) vierkante meter, gehou kragtens Akte van Transport B11953/86 en B5568/91 (onderworpe aan alle terme en voorwaardes daarin uiteengesit).

Terme: Die koper sal onmiddellik na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde aan die Geregsbode van die Hof betaal, in kontant, en sal sekuriteit stel vir die balans van die koopsom deur die verskaffing van 'n aanvaarbare bank- of bouverenigingwaarborg binne 'n periode van veertien (14) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes lê ter insae ten kantore van die Geregsbode van die Hof en te E. G. Cooper & Seuns, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein hierdie 10de dag van Junie 1993.

Balju van die Hof, Barnesstraat 5, Bloemfontein.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein. [Tel. (051) 47-3374/8.]

Case 1228/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Oostelike Provinsie Bouvereniging,** trading as E. P. Building Society, Plaintiff, and **Pule Same Seutloadi** (I.D. No. 660429 5431 08 7), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division), in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, on Friday, 30 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, Bloemfontein East, 5 Barness Street, Bloemfontein, prior to the sale:

"Erf 4360, geleë in die dorpsgebied Heidedal-uitbreiding 10, distrik Bloemfontein, groot 288 (tweehonderd agt-en-tagtig) vierkante meter, gehou kragtens Transportakte 23655/1992, onderworpe aan sekere voorwaardes, minerale regte en terugvallingsreg", consisting of three bedrooms, lounge, dining-room and bathroom/toilet, and being 12 Geelvis Street, Bloemside, District of Bloemfontein.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R20 000 (twenty thousand rand) or part thereof, 3% (three per centum) on the balance with a maximum of R6 000 (six thousand rand), in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. NE0687.)

Saak 6112/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Bernd Theisinger,** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 6 Mei 1993 sal die ondervermelde eiendom op 30 Julie 1993 om 10:00 te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Plot 17, Ribblesdale-kleinhoewe, geleë in die distrik Bloemfontein, groot 4,5042 hektaar en onderworpe aan sekere serwitute soos volledig daarin uiteengesit, gehou kragtens Transportakte 2611/1986, bestaande uit enkelverdieping-woonhuis met vier slaapkamers, kombuis, sitkamer, eetkamer, twee badkamers, familiekamer, vier motorhuise en 'n swembad.

Die koper moet afslaersgelde, BTW asook 10% 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 Bloemfontein-Oos nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Telefoon: (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCT064.)

Saak 18587/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Nontombi Margaret Maqunqou,** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 27 Oktober 1992 sal die ondervermelde eiendom op 30 Julie 1993 om 10:00 te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 1661, Mangaung, Bloemfontein, groot 254 vierkante meter, gehou kragtens Transportakte T9654/1991 en onderworpe aan sekere voorwaardes soos meer ten volle daarin uiteengesit, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, kombuis, eetkamer, sitkamer en badkamer.

Die koper moet afslaersgelde, BTW asook 10% 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 Bloemfontein-Oos nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Telefoon: (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCM248.)

Saak 20715/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Kgantlape David Moholo,** Eerste Verweerder, en **Tselane Jeannet Moholo,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer 23 November 1992 sal die ondervermelde eiendom op 30 Julie 1993 om 10:00 te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 18539, Mangaung, distrik Bloemfontein, groot 324 vierkante meter soos aangetoon op Algemene Plan L65/1988, gehou kragtens Akte van Transport TL9005/1991, onderworpe aan sekere voorwaardes soos daarin uiteengesit, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, kombuis, badkamer en sitkamer.

Die koper moet afslaersgelde, BTW asook 10% 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 Bloemfontein-Oos nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Telefoon: (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCM251.)

Saak 6438/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Da Silva Properties BK,** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 4 Mei 1993 sal die ondervermelde eiendom op 30 Julie 1993 om 10:00 te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erwe 2852, 2853 en 2854, geleë in die stad en distrik Bloemfontein (ook bekend as Extonweg 142, Hilton). *Groot:* Erf 2852: 1 446 vierkante meter; Erf 2853: 1 398 vierkante meter; en Erf 2854: 1 726 vierkante meter en onderworpe aan sekere voorwaardes daarin uiteengesit.

Erwe 2852 en 2854 gehou kragtens Transportakte T10859/1975 en Erf 2853 gehou kragtens Transportakte T6142/1972, bestaande uit 'n besigheidserf met bestaande geboue.

Die koper moet afslaersgelde, BTW asook 10% 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 Bloemfontein-Oos nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Telefoon: (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCS090.)

Saak 21858/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Meseo Elizabeth Nkwadipo,** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 4 Desember 1992, sal die ondervermelde eiendom op 30 Julie 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 16466, Mangaung, distrik Bloemfontein, groot 240 vierkante meter soos aangetoon op Algemene Plan L64/1988, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL9183/1991, onderworpe aan sekere voorwaardes, bestaande uit enkelverdiepingwoonhuis met twee 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 eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Bloemfontein-Oos nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCN055.)

Saak 177/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LADYBRAND GEHOU TE LADYBRAND

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Teboho Edwin Mohapi,** Verweerder

Ingevolge uitspraak van die Landdros van Ladybrand, en lasbrief tot geregtelike verkoping, gedateer 17 Mei 1993, sal die ondervermelde eiendom op 30 Julie 1993 om 10:00, te Landdroskantoor, Ladybrand, aan die hoogste bieder geregtelik verkoop wórd naamlik:

Sekere reg van huurpag tot Perseel 127-uitbreiding 1, Manyatseng, Ladybrand, groot 292 vierkante meter volgens Algemene Plan L860/1985, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL2554/1987, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, kombuis, sitkamer, badkamer 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 eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die Kantoor van die Balju vir die Landdroshof, Ladybrand, nagesien word.

G. B. A. Gerdener, vir L. Du Preez & Kie., Eiser se Prokureur, Kerkstraat 24A, Posbus 106, Ladybrand, 9745. [Tel. (05191) 3234.] (Verw. mnr. Eagar.)

Saak 22109/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Motlogelwa Moses Marumo,** Eerste Verweerder, en **Dimakatso Annah Marumo,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 8 Desember 1992, sal die ondervermelde eiendom op 30 Julie 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 15017, Mangaung, Bloemfontein, groot 158 vierkante meter volgens Altemene Plan L103/1986, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL628/1988 onderworpe aan sekere voorwaardes soos daarin uiteengesit, bestaande uit enkelverdiepingwoonhuis met drie slaapkamers, badkamer, kombuis, sitkamer 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 eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die Kantoor van die Balju vir die Landdroshof, Bloemfontein-Oos nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCM225.)

Saak 2529/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Sekamotho Susan Smith,** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 13 April 1993, sal die ondervermelde eiendom op 30 Julie 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erf 1360, geleë te Ashbury, distrik Bloemfontein (ook bekend as Rembrandtsingel 38, Heidedal), groot 1 998 vierkante meter, gehou kragtens Transportakte 9232/1985, bestaande uit 'n dubbelverdieping besigheidsperseel met bestaande geboue.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Bloemfontein-Oos nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCS088.)

Saak 1350/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Bpk.,** handeldrywende as Allied Bank, Eiser, en **Koos Booysen,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie, gedateer 24 Mei 1993, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 6 Augustus 1993 om 09:00, voor die hoofingang van die Landdroskantoor, Murraystraat, Kroonstad, deur Liz Venter Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 785, geleë in die dorp Brentpark-uitbreiding 2, distrik Kroonstad, groot 500 (vyfhonderd) vierkante meter, gehou kragtens Akte van Transport T2916/1988, beter bekend as Lawrencestraat 7, Brentpark, Kroonstad. Die eiendom bestaan uit 'n woonhuis met verbeteringe.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad. Die belangrikste voorwaardes daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad.

Geteken te Kroonstad hierdie 22ste dag van Junie 1993.

E. A. Burke, vir Naudé, Thompson & Du Bruyn, Reitzstraat 23, Posbus 932, Kroonstad, 9500.

Saak 20694/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Seipati Julia Letjoko,** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 23 November 1992, sal die ondervermelde eiendom op 30 Julie 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 16100, Mangaung, distrik Bloemfontein, groot 246 vierkante meter soos aangedui op Algemene Plan L64/88, gehou kragtens Akte van Transport TL13037/1990, onderworpe aan sekere voorwaardes soos daarin uiteengesit, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, badkamer, kombuis en sitkamer.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom, en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju, 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureurs, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCL061.)

Saak 18849/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Phakamile Zacharia Rotobane,** Eerste Verweerder, en **Ntombizodwa Bella Rotobane,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 27 Oktober 1992, sal die ondervermelde eiendom op 30 Julie 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 18297, Mangaung, distrik Bloemfontein, groot 251 vierkante meter soos aangedui op Algemene Plan L65/88, gehou kragtens Transportakte TL8511/1992, onderworpe aan sekere voorwaardes, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, kombuis, sitkamer en badkamer.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die kooprys in kontant betaal op die dag van die verkoping van die eiendom, en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju, 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureurs, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (G. B. A. Gerdener/EVDW GCR051.)

Saak 6111/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Motlatsi Johannes Motsapi,** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 18 Mei 1993, sal die ondervermelde eiendom op 30 Julie 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere reg van huurpag tot Perseel 18600, Mangaung, distrik Bloemfontein, groot 250 vierkante meter, soos aangedui op Algemene Plan L65/88, gehou kragtens Transportakte TL9165/1990, onderworpe aan al die voorwaardes daarin uiteengesit, bestaande uit enkelverdiepingwoonhuis met twee slaapkamers, badkamer, kombuis en sitkamer.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom, en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju, 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureurs, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCM261.)

Case 817/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Mami Joseph Seome,** Identity Number 4212185488084, First Defendant, and **Rebecca Gabashwediwe Seome,** Identity Number 5411150681082, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, on Friday, 30 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, Bloemfontein East, 5 Barnes Street, Bloemfontein, prior to the sale:

Stand 18445, Mangaung, District of Bloemfontein, measuring 250 (two hundred and fifty) square metres, as indicated on General Plan L65/1988, held by Certificate of Registered Grant of Leasehold TL10324/1990, subject to certain conditions as set out in the above-mentioned Deed of Transfer, consisting of lounge/dining-room, kitchen, two bedrooms, bathroom, toilet, tile roof and wire fencing.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R20 000 or part thereof, 3% (three per cent) on the balance with a maximum of R6 000 in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. NS9214.)

Saak 4012/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **United Bank,** Eiser, en **Wilhelm Diederick Kaizer Fouche,** en **Beatrix Elizabeth Fouche,** Verweerders

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaan-ingang, op 30 Julie 1993 om 10:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju, voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 17, geleë in die dorpsgebied Hillsboro, in die stad en distrik Bloemfontein, ook bekend as Seeligerstraat 10, Hillsboro, Bloemfontein, groot 1 788 (een sewe agt agt) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Akte van Transport T9045/1988, geregistreer op 24 Augustus 1988.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit 'n woonhuis met sitkamer en kroeg, TV-kamer, eetkamer, studeerkamer, vier slaapkamers, kombuis, twee badkamers met toilet, stort en toilet en buitegeboue bestaande uit dubbelmotorhuis, bediendekamer met badkamer 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 bouvereningingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 28 Junie 1993.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 277, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/jv.)

Saak 1054/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Johannes Lodewikus van der Westhuizen,** Eerste Verweerder, en **Isabella Hendrina van der Westhuizen,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 17 Februarie 1993, sal die ondervermelde eiendom op 20 Julie 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Plot 67, Estoire-nedersetting, munisipaliteit Bloemspruit, distrik Bloemfontein, groot 4,2827 hektaar, gehou kragtens Transportakte 5180/1987 en onderworpe aan 'n Notariële Akte van Serwituut van Reg van Weg K1304/915 ten gunste van die Stadsraad van die munisipaliteit Bloemspruit, bestaande uit enkelverdiepingwoonhuis met drie slaapkamers, badkamer, kombuis, sitkamer en motorhuis.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom, en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju, 'n goedgekeurde bank- of bouvereningingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCW034.)

Saak 20429/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Tobias Gerthardus Coetzee,** Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping, gedateer 25 November 1992, sal die ondervermelde eiendom op 30 Julie 1993 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erf 8007, geleë in die stad en distrik Bloemfontein (Lorrainestraat 32, Bayswater), groot 1 145 vierkante meter, gehou kragtens Transportakte T7379/1989, onderworpe aan sekere voorwaardes, bestaande uit enkelverdiepingwoonhuis met drie slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer, studeerkamer, drie motorhuise en swembad.

Die koper moet afslaersgelde, BTW asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom, en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju, 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Oos, nagesien word.

G. B. A. Gerdener, vir McIntyre & Van der Post, Eiser se Prokureurs, Derde Verdieping, Permgebou, Maitlandstraat 45, Posbus 450, Bloemfontein, 9300. [Tel. (051) 30-2171.] (Verw. G. B. A. Gerdener/EVDW GCC028.)

Saak 12052/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **E P Bouvereniging,** Eiser, en **Leslie Phillip Stewart,** Eerste Verweerder, en **Carolina Frederika Stoffelina Stewart,** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Welkom, gehou te Welkom, en kragtens 'n lasbrief vir eksekusie gedateer 9 Junie 1993, sal die volgende eiendom per publieke veiling vir kontant, op 13 Augustus 1993 om 11:00, te die Tulbaghingang tot die Landdroshof, Welkom, Oranje-Vrystaat, aan die hoogste bieder verkoop word, naamlik:

Erf 5629, geleë in die stad Welkom (Uitbreiding 9), distrik Welkom, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T2305/1987, ook bekend as Karel Bremerstraat 44, Sandania, 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 14% (veertien persent) per jaar op die koopsom, bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde 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 Vonnisskuldeiser.

(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, Symington & De Kok, Sonleyrikamers, Heerenstraat 24, Welkom, gedurende kantoorure.

Gedateer te Welkom op hede die 24ste dag van Junie 1993.

H. H. Carshagen, vir Symington & De Kok, Prokureur vir Eiser, Sonleyrikamers, Heerenstraat 24, Welkom. (Tel. 353-3051.)

Saak 38/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LINDLEY GEHOU TE PETRUS STEYN

In die saak tussen **ABSA Bank Bpk.,** Eiser, en **B. C. Petersen,** Eerste Verweerder, en **S. A. Petersen,** Tweede Verweerder

Ingevolge 'n vonnis in bovermelde Hof gedateer 2 Junie 1993, en 'n beslaglegging in eksekusie gedateer 9 Julie 1993, sal die volgende eiendom by die Landdroskantoor te Petrus Steyn, per publieke veiling verkoop word op 30 Julie 1993 om 11:00:

Erf 278, geleë in die dorp Petrus Steyn, distrik Lindley, groot 3 049 (drieduisend nege-en-veertig) vierkante meter, gehou kragtens Akte van Transport T12661/88, alhoewel daar geen waarborg verskaf word nie, is daar 'n woonhuis geleë op die betrokke eiendom.

Die verkoopvoorwaardes sal uitgelees word voor die aanvang van die veiling, en is ter insae by die kantoor van die Geregsbode, Posbus 320, Frankfort.

Gedateer te Bethlehem op hierdie 28ste dag van Junie 1993.

Moore Harrington De Clerk Ing., Prokureurs vir Eiser, Lindleystraat 29, Posbus 255, Bethlehem, 9700.

Saak 1348/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **ABSA Bank Bpk.,** handeldrywende as Allied Bank, Eiser, en **T. F. Naba,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie gedateer 10 Mei 1993, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 6 Augustus 1993 om 09:00, voor die hoofingang van die Landdroskantoor, Murraystraat, Kroonstad, deur Liz Venter Afslaers, aan die persoon wie die hoogste aanbod maak, naamlik:

Perseel 1648, Seeisoville-uitbreiding 1, distrik Kroonstad, groot 346 (driehonderd ses-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag TL3000/1987, beter bekend as 1648 Gelukwaarts, Kroonstad. Die eiendom bestaan uit 'n woonhuis met verbeteringe.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad. Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouer, soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju en Liz Venter Afslaers, Hillstraat, Kroonstad.

Geteken te Kroonstad hierdie 29ste dag van Junie 1993.

E. A. Burke, vir Naudé, Thompson & Du Bruyn, Prokureur vir Eiser, Reitzstraat 23, Posbus 932, Kroonstad, 9500.

Saak 13945/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bankorp Bpk.,** Eiser, en **David Marx Steyn,** Verweerder

Ten uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 1 Augustus 1991, en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieër op sodanige terme en voorwaardes wat ten tye van die verkoping deur die Geregsbode van die Hof voorgelees word, te die perseel geleë te die Landdroskantore, Bloemfontein (Peetlaan-ingang), op Vrydag, 30 Julie 1993 om 10:00, naamlik:

Sekere Erf 14006, Uitbreiding 87, geleë in die stad en distrik Bloemfontein, groot 1 047 (eenduisend sewe-en-veertig) vierkante meter, gehou kragtens Akte van Transport T5441/1979, onderhewig aan die voorwaardes en serwitute daarin vermeld.

Terme: Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal, en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Geregsbode en E. G. Cooper & Seuns, Cooper Huis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 29ste dag van Junie 1993.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein, 9300. [Tel. (051) 47-3374.]

Saak 20550/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Munisipaliteit Bainsvlei,** Eiser, en **A. J. Badenhorst,** Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros van Bloemfontein, sal verkoping van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaan-ingang van die Landdroshof, Bloemfontein, op Vrydag, 30 Julie 1993 om 10:00:

Sekere Resterende Gedeelte van Plot 45, Spitskop-kleinplase, munisipaliteit Bainsvlei, groot 2,2827 (twee komma twee agt twee sewe) hektaar, gehou kragtens Transportakte T7188/89, en Verbandakte B7617/89 ten gunste van United Bank, grootte 2,2827 (twee komma twee agt twee sewe) hektaar.

Voorwaardes van verkoping:

1. 'n Deposito van 10% (tien persent) van die koopprys is betaalbaar in kontant op datum van verkoping.

2. Vir die balans koopprys moet 'n goedgekeurde bank- of bougenootskapwaarborg, binne 14 (veertien) dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Bloemfontein-Wes, gedurende kantoorure.

Geteken te Bloemfontein hierdie 23ste dag van Junie 1993.

H. T. P. Hutchinson, vir Van der Merwe & Sorour, Prokureur vir Eiser, Sewende Verdieping, Atruimgebou, Elizabethstraat, Bloemfontein.

Saak 11244/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Bankorp Bpk.,** handeldrywende as Trustbank, Eiser, en **Joseph van Heinrich Els,** Verweerder

Ten uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 30 Julie 1992, en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieër op sodanige terme en voorwaardes wat ten tye van die verkoping deur die Geregsbode van die Hof voorgelees word, te die perseel geleë te die Landdroskantore, Bloemfontein, Peetlaan-ingang, op Vrydag, 30 Julie 1993 om 10:00, naamlik:

Sekere Plot 177, synde sekere gedeelte van die plaas Grasslands van Bloemspruit Raad van Beheer, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar, gehou kragtens Akte van Transport T8478/83, onderhewig aan die voorwaardes en serwitute daarin vermeld.

Terme: Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal; en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Geregsbode en E. G. Cooper & Seuns, Cooper Huis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 1ste dag van Julie 1993.

Bode van die Hof, Barnessstraat 5, Bloemfontein.

E. G. Cooper & Seuns, Posbus 27, Bloemfontein, 2900. [Tel. (051) 47-3374.]

Saak 6548/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **United Bank,** Eiser, en **Gertruida Cornelia van Zyl,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaan-ingang, op Vrydag, 30 Julie 1993 om 10:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 669, Langenhovenpark-uitbreiding 2, geleë in die munisipaliteit Bainsvlei, distrik Bloemfontein, ook bekend as Theo Potgieterstraat 16, Langenhovenpark, Bloemfontein, groot 1 160 (een een ses nul) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Akte van Transport T667/1992, geregistreer op 20 Januarie 1992.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met sitkamer, eetkamer, gesinskamer, kombuis, twee slaapkamers, badkamer/toilet, badkamer/toilet/stort, buite toilet en dubbel motorafdak.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Posbus 277, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/jv.W.21860.)

Saak 5110/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eskom Finance Company (Pty) Ltd,** Eksekusieskuldeiser, en **Tlokotsi Joel Senyane,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 12 Mei 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 6 Augustus 1993 om 11:00, voor die Landdroskantoor, Welkom:

Erf 11606, geleë in die dorpsgebied Thabong, distrik Welkom, groot 344 (driehonderd vier-en-veertig) vierkante meter.

Verbeterings: Bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 17% (sewentien) 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 30ste dag van Junie 1993.

J. J. van Rooyen, vir Van Rooyen Mostert Fourie, Prokureurs vir Eksekusieskuldeiser, Heeren II-gebou, Heerenstraat 2, Posbus 4, Welkom, 9460.

Saak 13061/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Standard Kredietkorporasie Bpk.,** Eiser, en **Elias Maloisane,** Verweerder

Uit kragte van 'n vonnis van die Landdros van Bloemfontein en kragtens 'n lasbrief van eksekusie gedateer 23 Augustus 1991, sal die volgende goedere per publieke veiling vir kontant op Vrydag, 30 Julie 1993 om 10:00, by die Peetlaaningang tot die Landdroshof, Bloemfontein aan die hoogste bieër verkoop word, naamlik:

Erf 15158, geleë in die dorp Mangaung, distrik Bloemfontein, groot 150 (een vyf nul) vierkante meter.

Gemelde eiendom bestaan onder andere uit 'n woonhuis, alhoewel niks in die verband gewaarborg kan word nie.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju/Landdroshof, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein gedurende kantoorure.

Geteken te Bloemfontein op hierdie 5de dag van Julie 1993.

F. J. Daffue, Prokureur vir Eiser, Van Deventer & Maree, Eerste Verdieping, Vandamargebou, Fonteinstraat 41, Bloemfontein.

Saak 7400/91

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank van SA Bpk.**, Eksekusieskuldeiser, en **J. W. Tait**, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 22 April 1993, in die Landdroshof te Welkom, sal die volgende eiendom verkoop op Vrydag, 13 Augustus 1993 om 11:00, te die Tulbachingang, Landdroskantore, Heerenstraat, Welkom.

Sekere Erf 6795, Volksweg 24, Welkom, groot 2974 (twee duisend nege honderd vier-en-sewentig) vierkante meter, geleë te die Stad Welkom, distrik Welkom, gehou kragtens Akte van Transport T8579/81 geregistreer op 16 Julie 1981, en onderhewig aan sekere serwitute.

Verbetering: Woonhuis met gewone buitegeboue. Vier slaapkamers, twee badkamers, sitkamer, eetkamer, ontbythoekie, kombuis. Buitegeboue: Motorhuis, Bediendekamer en Swembad.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae verkoop word aan die hoogste bieër, 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 en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16,75% (sestien komma sewe vyf persent) per jaar vanaf 13 Augustus 1993 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 30ste dag van Junie 1993.

M. J. Rossouw, vir Rossouw & Vennote, Prokureur vir Eiser, Derde Verdieping, Unitedgebou, Rykstraat, Posbus 455, Welkom 9640.

Case 5720/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Limited, and prior to that United Building Society Limited, Plaintiff, and **Annelize Loots** (Identity Number 6605080101087), Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrates offices, Baine Street, Sasolburg on Friday, 6 August 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 Sheriff for the Supreme Court's offices at Trust Bank Chambers, Fichardt Street, Sasolburg.

Erf 1378, in the Town Sasolburg (Extension 1) District of Parys, measuring 714 m^2, held by the Defendant under Deed of Transfer T8223/92, being 5 Hammelsberg Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, four bedrooms, bathroom/w.c., servant's room, garage and w.c.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of Transfer, to be secured by a bank or 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 23rd day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z62420/FCLS/WR/Mr. Brewer/djl.)

Saak 4148/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Standard Bank van SA Bpk.**, Eksekusieskuldeiser, en **F. T. Menqe,** Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 26 Augustus 1992 in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 13 Augustus 1993, om 11:00 te die Hoofregeringsgebou (Landdroskantore), Welkom:

Sekere Erf 19610, geleë in die dorp Thabong, distrik Welkom, groot 210 (tweehonderd en tien) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Titel TL13268/91, geregistreer op 21 Oktober 1991, en onderhewig aan sekere serwitute.

Verbeterings: Woonhuis met gewone buitegeboue.

Voorwaardes van verkoping:

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 19% (negentien persent) per jaar tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, nagesien word.

Gedateer te Welkom hierdie 5de dag van Julie 1993.

L. P. Grimsell, vir Andrews & Podbielski, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Boland Bankgebou, Elizabethstraat, Posbus 595, Welkom, 9460. (Verw. Grimsell/es/15515.)

Saak 20407/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Joseph Lekhetho Lekoatsa,** Eiser, en **Elizabeth Mphuru,** Verweerderes

Ingevolge 'n vonnis van die Landdroshof Bloemfontein en 'n lasbrief vir eksekusie gedateer 16 Maart 1993, sal die volgende eiendom op Vrydag, 13 Augustus 1993 om 10:00, te die Landdroshof, Peetlaan, Bloemfontein per publieke veiling deur die Balju, Bloemfontein-Oos verkoop word:

Verweerder se reg titel en belang in Perseel 6229 Phahameng beter bekend as By Hook Lounge.

Die voorwaardes van verkoop is ter insae by die Balju, Bloemfontein-Oos kantore.

Geteken te Bloemfontein op die 25ste dag van Mei 1993.

J. G. Botha, Prokureur vir Eiser, Derde Verdieping, Sondagskoolgebou, Maitlandstraat, Bloemfontein.

PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

VAN'S AFSLAERS

VEILING VAN VEEPLAAS NABY VOLKSRUST. IMPLEMENTE, BEESTE, SKAPE, BOKKE EN PERDE

In opdrag van die beredderaar van bystandsboedel **P. J. J. S. Potgieter, Meestersverwysing T2427/93,** verkoop ons ondervermelde eiendom en losbates per openbare veiling, sonder reserwe, maar onderhewig aan bekragtiging, tensy anders afgekondig tydens veiling, op Donderdag, 22 Julie 1993 om 11:00, veiling word gehou te Zoetendalsvlei.

1. *Beskrywing van plaaseiendom:* Gedeelte 15 ('n gedeelte van Gedeelte 2) van die plaas Zoetendalsvlei 125, Registrasieafdeling HS, Transvaal. *Groot:* 342,6128 hektaar.

Verbeterings: Woning: Twee slaapkamerplaashuisie. *Water:* Sterk boorgat toegerus met dompelpomp en Listerenjin; sinkdam; spruit. *Grond:* 40 hektaar ploegbare lande, 60 hektaar vlei, res natuurlike rooigras-weiding. Verdeel in 5 kampe met suipings.

2. *Implemente en losgoed:* 324 A John Deere toubaler; viertol hooihark; Nigel 42 dorsmasjien; 2 × 7 vt Soilmaster planter; BKB staal-wolpers; Fedmech 1,6 m rondebaler; skroot en Gypsey 3C, 5-bed woonwa.

3. *Lewende hawe:* 65 droë koeie; 35 koeie met suipkalwers; 216 tollies; agt bulle; 20 skaaplammers; 20 gemengde skape; 20 droë bokooie; 30 ooie met lammers; drie merrieperde; twee vullens en drie ryperde.

Nota: Reg voorbehou om enige item by te voeg of te onttrek.

Ligging: Vanaf R23 tussen Standerton en Volksrust, draai suid by Perdekop en volg teerpad vir 6 km wat verander na grondpad. Hou aan vir 19,2 km tot by T en draai oos na Volksrust. Hou aan vir 5,6 km. Plaas geleë op linkerhand. Of 31 km vanaf Volksrust op Vredepad op regterhand. Sien ook rigtingborde.

Betaling: Plaas: 10% (tien persent) van koopprys deposito *plus* afslaerskommissie in kontant of gewaarborgde tjek op veiling. Balans verseker te word met waarborge binne 30 dae na bekragtiging. *Lewendehawe en losgoed:* Kontant of gewaarborgde tjeks alleen op veiling voor verwydering.

Inligting: Skakel Van's Afslaers by (012) 335-2974.

AUCOR (EDMS.) BPK.

INSOLVENTE BOEDEL **W. J. COETZEE, MEESTERSVERWYSING T602/93**

Plaas te koop sonder reserwe op Woensdag, 21 Julie 1993 om 10:30.

Behoorlik daartoe gemagtig deur die Kurator, sal ons hiermee hierdie eiendom verkoop, synde plaas Driefontein 493, Gedeelte 14, Warmbad.

Grootte: 683,2142 hektaar.

Beskrywing: Hierdie uitstekende saaiplaas in die hartjie van die Springbokvlakte met goeie water, het vier netjiese toegeruste boorgate met elektrisiteit en 'n boorgat wat nie toegerus is nie. Die lande is ideaal vir besproeiing. Geboue op die plaas maak voorsiening vir arbeidersakkommodasie en daar is ook netjiese stoorgeriewe wat bestaan uit 'n groot sinkdakstoor.

Aanwysings: Vanaf Pretoria na Warmbad (N1), links by Settlers/Codrington afrit, regs by ou Warmbad/Pretoria-pad, links by Willem Stasie-afdraaipad, oor treinspoor dan 2,5 km op die regterkant.

Besigtiging: Per afspraak.

Terme: 'n 20% deposito (kontant of bankgewaarborgde tjek) met toeslaan van die bod. Die balans deur geskikte waarborg binne 30 dae van bevestiging van verkoop.

Kontak Aucor Afslaers vir verdere inligting: Hatfield-forum-Oos, Arcadiastraat 1077, Hatfield, Pretoria. Tel. (012) 342-2041, (012) 342-3502/5/11. Faks (012) 342-2042.

PHIL MINNAAR AFSLAERS BK

(CK 85/01372/73)

INSOLVENTE BOEDELVEILING VAN DRIESLAAPKAMERWONING MET APARTE WOONSTEL IN OOSTELIKE VOORSTAD GARSFONTEIN, PETORIA

In opdrag van die Kurator in die insolvente boedel **P. de Weerdt Venter, Meestersverwysing T918/93,** verkoop ons per openbare veiling, hierdie eiendom op Woensdag, 28 Julie 1993 om 10:00.

Plek van veiling: Hoek van Elvira- en Corinnestraat, Garsfontein, Pretoria.

Beskrywing van eiendom: Erf 299, Garsfontein, beter bekend as Corinnestraat 701, Garsfontein, Pretoria, groot 1 541 m^2.

Verbeteringe: Ingangsportaal, sit-, eet- en TV-kamer, drie slaapkamers, twee badkamers, kombuis met ooghoogte oond, gedeeltelik matte en teëls, bediendekamer met geriewe, plaveisel, ommuur, gevestigde tuin, veiligheidshekke, diefwering, asook staanteëldak.

Woonstel: Ruim eenslaapkamerwoonstel met ingeboude kaste, badkamer, kombuis met genoeg kaste asook volvloermatte.

Besigtiging: Daagliks tussen 10:00 en 14:00.

Terme: 20% (twintig persent) deposito en balans binne 45 dae na bekragtiging.

Verdere navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar Afslaers, Bus 28265, Sunnyside. Tel. 322-8330/1/2. Faks (012) 322-9263.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

LIKWIDASIE VERKOPING VAN FABRIEK EN PANEELKLOPPERSTOERUSTING TE: CONCORDIAWEG 104, SILVERTON-UITBREIDING 12, PRETORIA, OP 30 JULIE 1993 OM 10:00

In opdrag van die likwidateur van **V.M.R. Services BK,** in likwidasie, **Meestersverwysing T1934/93,** verkoop ons genoemde eiendom en roerende bates per openbare veiling, bestaande uit:

Eiendomme:

1. Erf 1805; verbeter met 'n volledige fabrieksgebou van staalkonstruksie, beton- en steenmure. Mans- en damestoilette vir die bestuur, mans- en damesaantrekkamers en toilette vir die werkers. Vier kantore, kompressorkamer, stoorkamer, gereedskapkamer en onderdak-spuitverfarea. Groot werkswinkel met twee roldeure. Eiendom algeheel omhein met veiligheidsheining. Oppervlakte van erf 3 520 m^2, oppervlakte van fabriek 1 128 m^2.

2. Erf 1806; aangrensende standplaas, oppervlakte 2 909 m^2 en tesame met Erf 1806 omhein.

Afslaresnota: Erwe 1805 en 1806 sal gesamentlik en afsonderlik aangebied word.

Ander: Motorwrakke, kantoormeubels, gereedskap, drukpers, gereedskapkaste met gereedskap, sweismasjiene, bankslypers, guillotine, werkstafels en vele meer.

Verkoopvoorwaardes: Eiendom: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborge vir die balans binne 30 dae na bekragtiging deur die likwidateur.

Ander: Kontant of bankgewaarborgde tjek by die toeslaan van die bod. Registrasie van kopers sal plaasvind.

BTW betaalbaar: 14% (veertien persent) op eiendom en los bates.

Besigtiging: By die adres of reël met die afslaer.

Vir meer besonderhede skakel die afslaers by (012) 341-1314 gedurende kantoorure.

VAN'S AFSLAERS

VEILING VAN PLASIE NABY DELMAS

In opdrag van die Kurator van insolvente boedel **N. J. R. Rabe, Meestersverwysing T5103/92,** verkoop ons ondervermelde eiendom per openbare veiling, sonder reserwe, maar onderhewig aan bekragtiging op Vrydag, 23 Julie 1993 om 11:00, te Gedeelte 13, Leeuwpoort 205, Delmas.

Beskrywing: Gedeelte 13 van die plaas Leeuwpoort 205, Delmas, Registrasieafdeling IR, Transvaal.

Groot: 51,4433 hektaar.

Verbeterings: Woning: Bestaande uit drie slaapkamers (met eie badkamers); sit-, eet-, gesinskamer; kombuis en opwas. *Woonstel:* Bestaande uit twee slaap- en badkamers; kombuis, sit/eetkamer.

Ander: 3 motorhuise, 3 stoorkamers; bediendekwartiere; kraal; stalle en hoenderhokke. Twee boorgate (een met windpomp en een met elektriese pomp); sementdam; gronddam in spruit; Evkom-krag.

Ligging: ± 4,3 km vanaf Delmas op die R42 na Bronkhorstspruit aan regterkant van pad.

Betaling: 10% (tien persent) van koopprys as deposito *plus* afslaerskommissie in kontant of gewaarborgde tjek. Balans verseker te word met waarborge binne 30 dae na bekragtiging.

Inligting: Skakel Van's Afslaers by (012) 335-2974.

PROPERTY MART SALES

(Established 1963)

WILLOW PARK EXTENSION 6

Duly instructed by the trustee of insolvent estate **J. E. Mare, Master's Reference T203/93**

Erf 361, Wilro Park Extension 6, being 1 170 square metres in extent and situated at 54 Elkie Drive. The homestead is a renovated flat roof home of pleasing countenance and comprises an impressive double width front entrance door which opens into a tiled entrance hall. An extra large family room is carpeted and features a small water casquade. The view from this room is magnificent. The dining-room is adequate and leads to an outside braai/entertaning area with both open and covered portions. The kitchen is nicely finished with a double eye-level AEG oven and a centrally positioned four-plate hob. The TV-room area is off the bedroom area and is intended for family rather than entertaining usage. Three bedrooms are well appointed and the two bathrooms (m.e.s.) are well finished. A working BBR burglar alarm system is directly linked to armed response. A small wine cellar is an added feature. All carpets in the house are in clean and good condition.

Sale takes place on the spot on Thursday, 22 July 1993 at 11:00.

Terms: 20% (twenty per cent) deposit at the drop of the hammer in cash or bank-guaranteed cheque. Balance within 30 days from date of confirmation by bank or building society guarantee.

Auctioneers: Property Mart, 244 Louis Botha Avenue, First Floor, Pogir Bastion House, Orange Grove; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax (011) 728-5215. Evenings (011) 462-3731 A. W. Hartard.

PINE KRITZINGER AFSLAERS BK

INSOLVENTE BOEDEL VEILING

In opdrag van die Kurator in die insolvente boedel van **Pieter Willem Visagie, Meestersverwysing T1128/93,** verkoop ek die volgende bates op Vrydag, 23 Julie 1993 om 10:00, te Teaklaan 11, Klerkindustria, Klerksdorp:

'n Groot aantal fotografiese toerusting, eetkamerstel, sitkamerstel, kamerverdeler, kroeg, National videomasjien, Kenwood hoëtroustel, stoel, telefoontafeltjie, Fuchs yskas, Kelvinator yskas, strykplank, enkelbed met matras, skildery, Flymio elektriese grassnyer en 'n tafel.

Terme: Bates word voetstoots verkoop. Kontant of bankgewaarborgde tjeks.

Vir nadere besonderhede kontak die afslaers: Pine Kritzinger Afslaers BK, Teaklaan 11, Klerkindustria, Klerksdorp. (Verw. mnr. Kritzinger/mnr. Malan/mev. Thomas/mev. Bosch.)

PINE KRITZINGER AFSLAERS BK

INSOLVENTE BOEDEL VEILING

In opdrag va die Kurator in die insolvente boedel van **Michael Johannes Engelbrecht, Meestersverwysing T383/93,** verkoop ek die volgende bates op Vrydag, 23 Julie 1993 om 10:00, te Teaklaan 11, Klerkindustria, Klerksdorp:

Sitkamerstel, kleur TV, twee dennehout bedkassies, vier staal kombuiskaste, twee enkelbeddens met matrasse, spieëlkas met bedkopstuk, kamerverdeler, tafel met ses stoele, dubbelbed met matras, enkelbed met kopstuk, koffietafels, "pool" tafel met stokke en balle, dubbelbed slaapkamerstel, drie enkelbed matrasse, buffeltrofee, gemsboktrofee en blouwildebeestrofee.

Terme: Bates word voetstoots verkoop. Kontant of bankgewaarborgde tjeks.

Vir nadere besonderhede kontak die afslaers: Pine Kritzinger Afslaers BK, Teaklaan 11 Klerkindustria, Klerksdorp. (Verw. mnr. Kritzinger/mnr. Malan/mev. Thomas/mev. Bosch.)

PINE KRITZINGER AFSLAERS BK

INSOLVENTE BOEDEL VEILING

In opdrag van die Kurator in die insolvente boedel van **Ockert Johannes Hendrik Bosch en Jacoba Margaritha Bosch, Meestersverwysing T143/93,** verkoop ek die volgende bates op Vrydag, 23 Julie 1993 om 10:00, te Teaklaan 11, Klerkindustria, Klerksdorp:

Fuchsware yskas, Kelvinator dubbeldeur yskas, Ocean vrieskas, vier-stuk sitkamerstel, silwer lamp, los mat, Kenwood hoëtroustel, vier-stuk sitkamerstel, National videomasjien, koffietafel, "pottery" waterval, 77 Delft ornamente, muurspieël, rakkie, badkamertafeltjie, Kelvinator tuimeldroër, kassethouer, Venter Elite 6 sleepwaentjie met neuskas en spaarwiel, 1988 Ford Bantam bakkie.

Terme: Bates word voetstoots verkoop. Kontant of bankgewaarborgde tjeks.

Vir nadere besonderhede kontak die afslaers: Pine Kritzinger Afslaers BK, Teaklaan 11, Klerkindustria, Klerksdorp. (Verw. mnr. Kritzinger/mnr. Malan/mev. Thomas/mev. Bosch.)

VERED PUBLIC AUCTION

DAYCORIA (PTY) LTD, TRADING AS DAYCOR CONSTRUCTION, MASTER'S REFERENCE T1188/93

Building material, Turner Morris brick cutter, wall and floor tiles, steel doors, bricks, slate, timber, scaffolding, furniture and computers.

Terms: Cash or bank-certified cheque only. VAT will be added.

Date of sale: Friday, 23 July 1993 at 12:00 at Daycor Construction, 20-48 Richards Drive, Halfway House, Midrand.

For further information and to view please phone the auctioneers Vered (011) 646-5432. Fax (011) 486-1618.

PROPERTY MART

(Established 1963)

Duly instructed by the provisional trustees in the insolvent estate **A. A. Verryne, Master's Reference T1856/93,** Erf 27, Ferndale, Randburg, situated at 484 Long Street, Ferndale and 4 105 square metres in extent. The improvements comprise of a double storey house with lounge, dining-room, TV-room kitchen, four bedrooms with build-in cupboards. The outbuildings comprise of four garages, servants' quarters with ablution facilities. The property is further improved with a large swimming-pool.

Sale place on the spot on Wednesday, 28 July 1993 at 11:00.

Terms: 20% deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days from the date of sale by bank or building society guarantee.

Auctioneers: Property Mart, 244 Louis Botha Avenue, First Floor, Pogir Bastion House, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax (011) 728-5215. Evening (011) 793-6164 C. Mostert.

TRAKMAN'S AUCTIONEERS (PTY) LTD

Instructed thereto by the liquidator of **Klaus Fentrich Export CC,** in liquidation, **Master's Reference T114/93,** we will sell the assets at our mart, 5 First Street, New Doornfontein, Johannesburg, on Thursday, 22 July 1993 at 10:30.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, Box 53544, Troyeville, 2139. Tel. (011) 614-7135.

BERNARDI AUCTIONEERS, APPRAISERS & ESTATE AGENTS

Favoured with instructions by the trustee in the insolvent estate **Savvy's Tobacco World (Pty) Ltd, Master's Reference T2233/93,** a large quantity of assorted watches, tobacco, lighters, gift lines, coffee perculators, toasters and TV's, to be sold out of hand at less 50% (fifty per cent) for a period of two weeks as of Friday, 16 July 1993 to Friday 30 July 1993, balance to be sold on public auction on Wednesday, 4 August 1993 at 11:00.

Terms: Cash only.

Bernardi Auctioneers, Appraisers & Estate Agents, 155 Glyn Street, Colbyn. Tel. (012) 43-6914/5.

BERNARDI AUCTIONEERS, APPRAISERS & ESTATE AGENTS

Favoured with instructions by the trustee in the insolvent estate **Savvy's Distributors & Importers CC, Master's Reference T1095/93,** a large quantity of assorted watches, tobacco, lighters, gift lines, coffee percul ators, toasters and TV's, to be sold out of hand at less 50% (fifty per cent), for a period of two weeks as of Friday, 16 July 1993 to Friday, 30 July 1993, balance to be sold on public auction on Wednesday, 4 August 1993 at 11:00.

Terms: Cash only.

Bernardi Auctioneers, Appraisers & Estate Agents, 155 Glyn Street, Colbyn. Tel. (012) 43-6914/5.

BERNARDI AUCTIONEERS, APPRAISERS & ESTATE AGENTS

Favoured with instructions by the trustee in the insolvent estate of **Omni Ad, Master's Reference T2650/92,** we will sell by public auction, on Saturday, 17 July 1993 at 11:00:

Office furniture and computer unit (as is).

Bernardi Auctioneers, Appraisers & Estate Agents, 155 Glyn Street, Colbyn. Tel. (012) 43-6914/5.

BERNARDI AUCTIONEERS, APPRAISERS & ESTATE AGENTS

Favoured with instructions by the trustee in the insolvent estate **C. J. Groenewald, Master's Reference T2657/91,** we will sell by public auction on Friday, 30 July 1993 at 11:00, on site:

Kameeldrift smallholding, being Portion 75 of the farm Kameeldrift No. 313, in extent 8,7404 hectares, with improvements.

Viewing: Daily by appointment.

Bernardi Auctioneers, Appraisers & Estate Agents, 155 Glyn Street, Colbyn. Tel. (012) 43-6914/5.

TRAKMAN'S AUCTIONEERS (PTY) LTD

Instructed thereto by the liquidator of **Matrix Electronic Systems (Pty) Ltd,** in liquidation, **Master's Reference T3232/92,** we will sell the assets at our mart, 5 First Street, New Doornfontein, Johannesburg, on Thursday, 22 July 1992, at nfontein, Johannesburg, on Thursday, 22 July 1992, at 10:30.

Terms: Cash.

Trakma's Auctioneers (Pty) Ltd, Box 53544, Troyeville, 2139. Tel. (011) 614-7135.

TRAKMAN'S AUCTIONEERS (PTY) LTD

Instructed thereto by the trustee of insolvent estate **C. R. Weir, Master's Reference T33/93,** we will sell the assets at our mart, 5 First Street, New Doornfontein, Johannesburg, on Thursday, 22 July 1993 at 10:30.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, Box 53544, Troyeville, 2139. Tel. (011) 614-7135.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **D. H. JENNINGS, MASTER'S REFERENCE: T3467/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 5 Hoogenhout Crescent, Lonehill Extension 7, District of Sandton, Transvaal, on Tuesday, 20 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

ESTATE LATE: **G. A. BARNES, MASTER'S REFERENCE: 2768/92/8**

Duly instructed by the Executor in the above-mentioned deceased estate, we will sell by public auction, on site at 15 Marise Crescent, Sunninghill Extension 6, District of Sandton, Transvaal, on Wednesday, 21 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: **J. H. BEUKES AND M. W. BEUKES, MASTER'S REFERENCE: T1037/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 323 Duncan Street, Jameson Park, District of Nigel, Transvaal, on Tuesday, 20 July 1993, at 12:00: A three-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **L. S. FERREIRA, MASTER'S REFERENCE T808/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 14 Molopo Street, Leachville Extension 1, District of Brakpan, Transvaal, on Tuesday, 20 July 1993, at 10:30: A two-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **M. P. STERLEY AND L. C. STERLEY, MASTER'S REFERENCE: T1620/93**

Duly instructed by the provisional trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 60 Kanna Street, Northmead Extension 4, District of Benoni, Transvaal, on Monday, 19 July 1993, at 10:30: A four-bedroomed home.

For further particulars and viewing contact the auctioneers: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **M. W. CRAWFORD, MASTER'S REFERENCE: T548/93**

Duly instructed by the trustee in the above-mentioned insolvent estate, we will sell by public auction, on site at 1245 Muurbal Avenue, Weltevreden Park Extension 30, District of Roodepoort, Transvaal, on Monday, 19 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.

CAHI AUCTIONEERS, APPRAISERS & STOCK LIQUIDATORS

(CK 87/12616/23)

INSOLVENT ESTATE AUCTION PLOT WITH 300 SQUARE METRE HOME, ABUNDANT WATER SUPPLY, VAN DER MERWES KROON, VEREENIGING

Duly instructed by the trustee in the insolvent estate **J. A. Nortje Master's Reference T4552/92,** we will sell on Friday, 23 July 1993, at 11:00 on site:

Plot 59, Van der Merwes Kroon. Measuring 2,3 hectares, with a spacious three-bedroomed home, main en-suite, TV-lounge, spacious kitchen with eye-level oven and hob, separate scullery and laundry. Outbuildings.

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 information contact Greg of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. (S.A.I.A.)

CAHI AUCTIONEERS, APPRAISERS & STOCK LIQUIDATORS

(CK 87/12616/23)

INSOLVENT ESTATE AUCTION THREE-BEDROOMED HOME, FALCON RIDGE, VEREENIGING

Duly instructed by the trustee in the insolvent estate **P. W. Roodt and A. Roodt, Master's Reference T115/92,** we will sell on Friday, 23 July 1993, at 11:00 on site:

70 Reynolds Street, Falcon Ridge, Vereeniging, also known as Stand 134, Falcon Ridge.

Three-bedroomed home, main en-suite, second bathroom, spacious kitchen with separate scullery, lounge cum TV-lounge, separate dining room, double lock-up garage, paved driveway. Property walled.

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 information contact Greg of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. (S.A.I.A.)

JAAP VAN DEVENTER AFSLAERS

PUBLIEKE VEILING

Behoorlik daartoe gemagtig deur die Kurator in die insolvente boedel van **G. C. Newman,** sal die ondervermelde eiendomme aangebied word op 6 Augustus 1993 om 11:00, te die eiendomme:
s 1993 om 11:00, te die eiendomme:

1. Gedeelte 3, Erf 784 (Meyerstraat 5A), Middelburg, groot 2 010 vierkante meter.
2. Gedeelte 5, Erf 784 (Meyerstraat 5), Middelburg, groot 1 890 vierkante meter.

Verbeterings Meyerstraat 5A:

Hierdie is 'n pragtige woonhuis op 'n groot erf, bestaande uit die volgende: Vier slaapkamers, sitkamer, eetkamer, TV-kamer, drie motorhuise, twee pragtige badkamers, 'n baie mooi kombuis met opwas en bediendekwartiere. Hierdie is werklik 'n pragtige plek en 'n moet om te sien, geleë in 'n gesogde woonarea.

Meyerstraat 5:

Hierdie is 'n leë erf aangrensend tot bogemelde eiendom. Die waarde van hierdie twee eiendomme aangrensend tot mekaar is baie hoog.

Afslaersnota: 'n Pragtige woonhuis, goed versorg en 'n moet om te sien.

Voorwaardes van koop: 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskapswaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapskoerse.

Vir meer besonderhede: Kontak Hercules Campher (0132) 2-5203 kantoorure, of 2-1170 na-ure.

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

INSOLVENT ESTATES AND LIQUIDATION SALE OF LARGE QUANTITY OF HAND TOOLS, SPANNERS, SCREWDRIVERS, PLIERS, ADHESIVES, ETC. QUANTITY MOTOR ALARMS AND IMMOBILISERS, TELEPHONE EXCHANGE SYSTEM, FAX MACHINE, TRAILER, STEEL SHELVING, AND FIRE-ARMS.

Duly instructed thereto as set out hereunder, we will sell, entirely without reserve, at our auction rooms, 181 Louis Trichardt Street, Mayville, Pretoria, on Wednesday, 21 July 1993 at 10:00, the undermentioned items:

1. **Tool & Auto Requisites Port Elizabeth (Pty) Ltd,** in liquidation, **Master's Reference T1915/92:** A large and varied selection of combination and ring spanners, sockets, screwdrivers, saws, files, pliers, wire strippers, hole saws and mandrels, hammers, punches, number and letter punches, spirit levels, chisels, wheel spanners, locks, paint brushes, adhesives, silicones, sealants, glue, twist drills, sickles, funnels, oil cans, battery cables, calipers, and large quantity keys and key blanks for car and mortice locks, etc.

2. **Trailer & Allied Components CC,** in liquidation, **Master's Reference T915/93, President Insurance Co Ltd,** in liquidation, **Master's Reference T4566/92,** insolvent estate **D. L. Bevan, Master's Reference T4249/92,** and estate late **A. M. Stewart:** Lucy telephone exchange, Nashua fax Ricoh Fax 20, Easy Tip trailer, Morgon 14 mm drill press, steel shelving, workbench. Quantity steel shelving. Hege 9 mm pistol, Carrero & Astelarro .410 shotgun. A quantity of Laser motor alarms and immobilisers, Stealth Shurlock immobilisers, remote, jack plug and alarm modules, sirens, loudspeakers, antennas, used speaker covers, stationery cabinet, glass counter, fire extinguisher, chain block, and selection of used tools.

Auctioneer's note: Owners of hardware stores are advised to attend the sale of the tools etc., as they will be sold in large lots at auction prices.

Terms: Strictly cash or bank-guaranteed cheques.

Viewing: Monday and Tuesday, 19 and 20 July 1993 only.

For further details: Monday and Tuesday, 19 and 20 July 1993 only.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. (Tel. 335-2931/2.)

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

in conjunction with MEYER AUCTIONEERS CC

IMPORTANT LIQUIDATION SALE OF PARTLY-COMPLETED NORTH-FACING BLOCK OF FLATS WITH OUTSTANDING DEVELOPMENT POTENTIAL PLUS ADJOINING FLAT SITE, PRETORIA NORTH

Duly instructed thereto by the trustee in the insolvent estate of **C. P. Coetzee, Master's Reference T415/93,** we will sell, subject to confirmation on Friday, 30 July 1993 at 10:00 on the spot, i.e. 213 Emily Hobhouse Street, Pretoria North, the undermentioned properties:

1. Erf 1045, Pretoria North, measuring 2 186 square metres, being 213 Emily Hobhouse Street, on which is erected: A well-situated partly-completed north-facing block of flats consisting of 10 one-bedroomed, 15 two-bedroomed and 10 three-bedroomed well-designed flats, and 28 garages. *Zoning:* FSR 1.8. *Height zone:* 19 metres. *Coverage:* 40% (fourty per cent). The above block is approximately 60% (sixty per cent) completed and is situated in a quiet and popular residential area of Pretoria North.

2. Adjoining flat site Erf 1025, Pretoria North, measuring 2 552 square metres, being 215 Emily Hobhouse Street, on which is erected: An old brick under iron dwelling. *Zoning:* FSR 1.8. *Height zone: 19 metres. Coverage:* 40%.

N.B.: A loan will be considered by the bondholders for an approved purchaser.

Auctioneer's note: Property developers and building contractors are urged to view the above properties, which are ideally situated in a sought-after area of Pretoria North, and offer outstanding development potential.

Terms: 15% (fifteen per cent) deposit on day of sale and balance within 30 days of confirmation.

Note: Contact the auctioneers in connection with the payment of VAT on the above.

For further details: Contact the auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 181 Louis Trichardt Street, Mayville, Pretoria. Tel. (012) 335-2931/2; or Meyer Auctioneers CC, P.O. Box 36800, Menlo Park, 0102. [Tel. (012) 323-7821.]

TRAKMAN'S AUCTIONEERS (PTY) LTD

Instructed thereto by the liquidator of **S. M. Dodo Fashion Boutiques (Pty) Ltd,** in liquidation, **Master's Reference T1437/93,** we will sell the balance of stock and the fixtures and fittings from four shops at our mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 3 August 1993 at 10:30.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, Box 53544, Troyeville, 2139. [Tel. (011) 614-1735.]

TRAKMAN'S AUCTIONEERS (PTY) LTD

Instructed thereto by the liquidator of **ME Fashions CC, in liquidation, Master's Reference T1436/93,** we will sell the balance of stock and fixtures at our mart, 5 First Street, New Doornfontein, Johannesburg, on Tuesday, 3 August 1993 at 10:30.

Terms: Cash.

Trakman's Auctioneers (Pty) Ltd, Box 53544, Troyeville, 2139. [Tel. (011) 614-1735.]

AUCOR (PTY) LTD

PUBLIC AUCTION — MAGALIESKRUIN

IN THE MATTER OF INSOLVENT ESTATE **C. J. MINNAAR, MASTER'S REFERENCE T4745/92**

RESIDENTIAL STAND TO BE SOLD WITHOUT RESERVE ON FRIDAY, 23 JULY 1993 AT 10:30

Duly instructed by the trustee, we will hereby sell this property being Erf 632, Magalieskruin Extension 12, better known as 10 Adell Crescent, Magalieskruin, Pretoria.

Description: This residential stand is a large erf measuring up to 1 358 m^2. It is in an attractive, up-and-coming area, and is conveniently situated near schools and shopping centres. Being in a crescent, this north-facing stand is set in peaceful surroundings.

Directions: In Zambesi Drive turn right into Veronica Street, turn left into Stephan Street, right into Marsula Street and then right again into Adell Crescent.

View: Open for viewing.

Terms: A 20% (twenty per cent) deposit (cash or bank-guaranteed cheque) on the fall of the hammer. The balance must be paid by suitable guarantees within 30 days of confirmation of sale. There is a seven day confirmation period.

For further details please contact Aucor Auctioneers: Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. [Tel. (012) 342-2041, 342-3502/5/11.] [Fax (012) 342-2042.]

CAPE · KAAP

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, KENHARDT op 6 Augustus 1993 om 10:00 voor die Landdroskantoor te KENHARDT die ondergemelde eiendomme by publieke veiling verkoop:-

(1) Restant van die plaas Bysteek nr 327 in die Afdeling Kenhardt GROOT 4911,3004 hektaar

Eiendom (1) blykens Akte van Transport T17358/1984

(2) Gedeelte 1 van die plaas BYSTEEK NR 327 in die Afdeling Kenhardt GROOT 4914,0425 hektaar

Eiendom (2) blykens Akte van Transport T39810/1985

L.W. Ongeveer 22,2 hektaar van eiendom (1) en 23 hektaar van eiendom (2) is deur Yskor onteien en in die naam van die Staat gevestig.

in die naam van MARTHINUS NICOLAAS GERHARDUS BURGER

Ligging van hierdie eiendomme: 78 km noordwes van Brandvlei

Geboue en verbeterings wat beweer word om op die eiendomme te bestaa is:- 2 Woonhuise, stoor, toor met buitekamer, 3 arbeidershuise. Veekerend omhein en verdeel in kampe. 8 Boorgate, 17 reservoirs, suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbak rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:-

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 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, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DFAB 02014 02G 03G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 8 Julie 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggereshof, ADELAIDE op 6 Augustus 1993 om 10:00 voor die Landdroskantoor te ADELAIDE die ondergemelde eiendomme by publieke veiling verkoop:-

(1) Die restant van die Plaas no 207 in die Afdeling Fort Beaufort GROOT 1228,4927 hektaar

Eiendom (1) blykens Akte van Transport T1228/1983 en geregistreer in die naam van DAVID JUAN VAN NIEKERK.

(2) Gedeelte 1 van die Plaas no 207 in die Afdeling van Fort Beaufort GROOT 317,8135 hektaar

(3) Gedeelte 2 van die Plaas no 207 in die Afdeling van Fort Beaufort GROOT 822,3493 hektaar

Eiendomme (2) en (3) blykens Akte van Verdelingstransport T1225/1983 en geregistreer in die naam van WILLEM ADRIAAN VAN NIEKERK.

L.W. eiendomme (2) en (3) is gekoppel en word as 'n eenheid verkoop.

Die titelakte ten opsigte van eiendom (1) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:-

Eiendom (1): 12 km noord van Adelaide

Eiendomme (2) en (3): 14 km noord van Adelaide

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:-

Eiendom (1) Woonhuis, buitekamer, skeerskuur en 4 arbeidershuise. Geheel veekerend en jakkalsproef omhein en verdeel in kampe. 3 Gronddamme, fontein, Waterkloofspruit en 4 grondbesproeiingsdamme.

Eiendomme (2) en (3) 2 Buitekamers, 2 lusernskure en 4 arbeidershuise. Geheel veekerend en jakkalsproef omhein en verdeel in kampe. 3 Gronddamme, fontein, Waterkloofspruit en 3 grondbesproeiingsdamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:-

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een, koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAA 03341 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 16 Julie 1993.

NATAL

DALES BROS. AUCTION SALES

On instructions from the trustee of insolvent estate **B. S. Abbott, Master's Reference N288/92,** public auction sale in our Pinetown saleroom, 57 Crompton Street, on 24 July 1993 at 10:55:

50 Unsecured debentures in Bedfordview Health and Raquet Club. This entitles the holder to family membership for 40 m00808031years, expiring on 2031-01-31.

MAREE AUCTIONEERS

INSOLVENT AUCTION EMPANGENI

Maree Auctioneers, duly instructed by the trustees of the insolvent estate **Maragathamma Pather, Master's Reference N594/92,** will offer for sale by public auction:

12 × metal shelves, 16 × metal clothes racks, 30 × clothes hanger, Empisal kh-680 knitting machine, Singer sewing machine No. BM411731, Singer sewing machine No. 80955009, Singer sewing machine No. 1280, Singer machine No. OA109333, Singer sewing machine No. F750999A, Singer sewing machine No. 1280/OA006508, Singer sewing machine No. OA068031, Empisal sewing machine No. Z820564, Mar Gritzinger sewing machine No. 797902, cash register Positron Bat Next No. 1-92, Empisal sewing machine VIP 395979, childrens presses, school uniforms, cottons, zips and buttons, 17 × metal triangle shelf support, garning roll stand and 27 × plastic crates.

Terms: Cash or bank cheque.

Date: 23 July 1993 at 10:00.

Venue: Old Sugar Mill, Millway, Nyala Park, Empangeni.

For further particulars and appointment to view, contact: Maree Auctioneers Tel. (0351) 2-3552.

ORANGE FREE STATE
ORANJE-VRYSTAAT

UBIQUE AFSLAERS

In opdrag van die likwidateur **Tumahole Investments (Edms.) Bpk.,** handeldrywende as **Paruma Hotel,** in likwidasie, sal ons die bates verkoop te hoek van Gibbon- en Schochetstraat, Parys, op 27 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 likwidateur van **S A M Flanges BK,** sal ons die bates verkoop te Shocketstraat 12, Industriële gebied, Parys, op 28 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.

GRUNOW FROST & VILJOEN AFSLAERS

INSOLVENTE BOEDELVEILING

In opdrag van die Kurator in die insolvente boedel van **Duncan Bekker, Boedelnommer B95/93,** Provinsie Oranje-Vrystaat, sal die volgende roerende en onroerende eiendom voetstoots per openbare veiling te koop aangebied word:

Datum: Vrydag, 23 Julie 1993 om 10:00.

Plek: Te industriële Erf 1033, geleë te Webbstraat 9, ligte industriële gebied, Odendaalsrus.

Roerende eiendom: 5-stuk sitkamerstel, 6-stuk sitkamerstel, kas, lessenaar, staalrak, 5-stuk slaapkamerstel, enkelbed met matras, enkelbed met matras, stoel en rak, glas/chroom tafeltjie, 5-stuk eetkamerstel, spieëlkas, stoel, hoëtroustaander, metaal en hout tafel, enkelbed met matras, kis-tipe vrieskas, pine tafeltjie, pine tafel, kas, kroegstoel, boekrak, kas, boekrak en pine stoel.

Onroerende eiendom:

1. Erf 2443, groot 1 227 vierkante meter, te Goudrifweg 53, Odendaalsrus (moderne vierslaapkamerhuis met swembad en buitegeboue).

2. Erf 1033, groot 1 615 vierkante meter, te Webbstraat 9, ligte industriële gebied, Odendaalsrus. (Industriële besigheidsgebou, met werkswinkel.)

3. Erf 2444, groot 1 668 vierkante meter, te Goudrifweg 51, Odendaalsrus (onverbeterd).

4. Erf 2513, groot 1 053 vierkante meter, te Diamantstraat 25, Odendaalsrus (onverbeterd).

5. Erf 2546, groot 1 080 vierkante meter, te Goudrifweg 56, Odendaalsrus (onverbeterd).

6. Erf 6, groot 1 487 vierkante meter, te Weberstraat 38, Odendaalsrus (onverbeterd).

Verkoopvoorwaardes: Volledige verkoopvoorwaardes sal gedurende kantoorure ter insae lê by die kantore van die afslaers asook by die kantoor van die Kurator, H. G. van der Walt, by McIntyre & Van der Post, Derde Verdieping, Permgebou, Maitlandstraat 45, Bloemfontein, Tel. (051) 30-2171. Enige van bogenoemde roerende en onroerende eiendom kan voor die plaasvind van die veiling onttrek word.

Betalingsvoorwaardes: Streng kontant of bankgewaarborgde tjek met dag van veiling.

Navrae by die afslaers: Grunow Frost & Viljoen, Viljoengebou, Grondvloer, Odendaalstraat 51, Odendaalsrus. Tel. (057) 4-4055/6/7 (Peet Viljoen).

ALFA AFSLAERS

OPENBARE VEILING

Behoorlik daartoe gelas deur die mede-likwidateurs van **Erf Sewe Vyf Agt Beleggings (Edms.) Bpk.**, in likwidasie, **Boedelnommer B606/92,** sal per openbare veiling aangebied word op Vrydag, 30 Julie 1993, om 10:00, te perseel Erf 758, Bothaville, synde die perseel geleë te hoek van Van Riebeeck- en Rivierstraat, Bothaville, die volgende onroerende eiendom naamlik:

1. Sekere Erf 758, geleë te hoek van Van Riebeeck- en Rivierstraat, Bothaville, tesame met alle verbeteringe daarop.

Verkoopvoorwaardes: Volledige verkoopvoorwaardes sal gedurende kantoorure ter insae lê by die kantore van die afslaers asook by die kantoor van die mede-likwidateur, mnr. F. J. E. Paola, p.a. Paola Du Plessis & Van der Merwe, NFS-gebou, Brandstraat 36, Kroonstad.

Afslaers: Alfa Afslaers, p.a. mnre. P. S. Venter & Kie, Bothastraat 22, Bothaville. Tel. (0565) 2855/2664.

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.

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"Conditions for Publication"

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