REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 337 PRETORIA, 23 JULY / JULIE 1993 No. 14999

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

Case 31775/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Rubenstein, David Allen,** First Defendant, and **Rubenstein, Shirley,** Second Defendant

In pursuance of a judgment in the above Honourable Court against the above-mentioned Defendant and a warrant of execution issued on 12 January 1993 a sale without reserve of the following property will be held in at 131 Marshall Street, Johannesburg, on 12 August 1993 at 10:00, viz:

Description: Erf 88, in the Township of Linksfield, Township, Registration Division IR, Transvaal, measuring 2 025 (two thousand and twenty-five) square metres, held by Deed of Transfer T45812/1991, situated at 18 Krans Street, Linksfield.

Improvements (Nothing in this respect is guaranteed):

Terms: 10% (ten per centum) of the purchase price in cash on the first day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges 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 2,5% (two and a half per centum) up to a maximum fee of R5 000 (five thousand rand), minimum charges R20 (twenty rand).

The conditions of sale may be inspected during office hours at the office of the Sheriff, 131 Marshall Street, Johannesburg, District of Johannesburg.

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

Bell Dewar & Hall, Plaintiff's Attorneys, 20th Floor, 78 Fox Street, Johannesburg. (Tel. 838-8830.) (Ref. Ms Wilson /35034.)

Case 8262/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Ltd,** Plaintiff, and **Brett, Pieter Jacobus Casparus,** First Defendant, and **Brett, Maria Adriana,** Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 12 August 1993 at 10:00, at the office of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Remaining extent of Erf 776, in the Township Vereeniging, Registration Division IQ, Transvaal, in extent 991 (nine hundred and ninety-one) square metres, held under Deed of Transfer T66908/92, situated at 42 George Street, Vereeniging.

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

Improvements: A dwelling-house with a tile roof, three bedrooms, kitchen, dining-room/lounge, two toilets, two garages, bathroom and stoep.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of the transfer at the rate of 16,75% (sixteen comma seventy-five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen)days of the sale.

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

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

Orelowitz Attorneys, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate, P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737.) [Ref. N5489(VER)/Mr Orelowitz/sb.] N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 11203/92

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 **Da Silva, A. A. P. M. C.,** First Defendant, and **Da Silva, H. Y.,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Boksburg dated 16 June 1993, and a writ of execution dated 16 June 1993, the following will be sold in execution without reserve to the highest bidder on 6 August 1993 at 11:15, at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoort Street, Boksburg:

Certain Erf 689, Dawn Park Extension 2 Township, Registration Division IR, Transvaal, measuring 809 (eight hundred and nine) square metres, held by the mortgagor under Deed of Transfer T28382/1991, situated at 17 Emma Street, Dawn Park Extension 2, Boksburg.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

1. Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance 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 in 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 7th day of July 1993.

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

Case 1666/91

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

In the matter between **Saambou Bank Bpk.,** Creditor, and **E. I. Martin,** Debtor

In pursuance of a judgment in the above Honourable Court, and a writ of execution dated 9 July 1992, the property hereunder will be sold in execution on Friday, 6 August 1993 at 10:00, in front of the Magistrate's Court, Dellville Street, Witbank:

Erf 78, Schoongezicht, Registration Division JS, Transvaal.

The property being a dwelling-house and outbuildings will be sold voetstoots to the highest bidder, who will have to comply with the conditions of sale which are available for inspection at the offices of the Sheriff of the Magistrate's Court, Witbank, and the agents for the Judgment Creditor, Erasmus Ferreira & Ackermann, Athlone Centre, Athlone Avenue, Witbank.

Dated at Witbank on this 1st day of July 1993.

H. J. Erasmus, for Erasmus Ferreira & Ackermann, Athlone Centre, First Floor, Athlone Avenue, P.O. Box 686, Witbank. (Tel. 6-1711.) (Ref. Mr Erasmus/UL13.)

Saak 1842/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **C. D. J. Gunter,** Eerste Verweerder, en **J. B. Gunter,** Tweede Verweerder

Ingevolge 'n vonnis wat toegestaan is in die Landdroshof, Witbank, en 'n lasbrief vir eksekusie wat gemagtig is op 7 Mei 1993, sal die vaste eiendom waarop beslag gelê is, in eksekusie verkoop word deur die Balju van die Landdroshof, te die Landdroshofkantore, Dellvillestraat, Witbank, op Vrydag, 6 Augustus 1993 om 10:00, naamlik:

Erf 496, Dorpsgebied, Registrasieafdeling JS, Transvaal.

Die eiendom synde 'n woonerf word voetstoots verkoop aan die hoogste bieder wie al die verkoopvoorwaardes nakom, wat ter insae moet lê by die Balju van die Landdroshof Witbank, en die agente van die skuldeiser Erasmus, Ferreira & Ackermann, Witbank.

Gedateer te Witbank op hede die 1ste dag van Julie 1993.

Erasmus Ferreira & Ackermann, Athlonesentrum, Athlonestraat, Posbus 686, Witbank. (Tel. 6-1711.) (Verw. mnr. Erasmus/UL28.)

Saak 3351/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Raesibe Angelinah Mahlangu,** Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 16 Maart 1993, en ten uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Pretoria-Noord op 20 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 190, geleë in die dorp Soshanguve-FF, voorheen beskryf as Erf 190, Blok FF, Soshanguve, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T31549/92, voorheen gehou kragtens Sertifikaat van Reg van Huurpag 206/92, groot 336 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 sit-/eetkamer, drie slaapkamers, badkamer/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 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 kantore van die Balju van die Hooggeregshof van Pretoria-Noord.

Geteken te Pretoria op hierdie 6de dag van Julie 1993.

J. J. Hurter, vir Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. mnr. Hurter CVB 46724.)

Saak 26638/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beherende Liggaam van Lancaster Court Regspersoon,** Eiser, en **J. P. Nel,** Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 7 April 1992, en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op 10 Augustus 1993 om 10:00, te die Balju-sentraal, Sinodalesentrum 234, Kamer 1E, Visagiestraat 228, Pretoria, te wete:

1. A. Akteskantoorbeskrywing: Lancaster Courtwoonstelle 102, Van der Waltstraat 518, Pretoria, Eenheid 6, Erf 2579, van die skema bekend as Lancaster Court, Skema SS30/89, groot 91 vierkante meter onder geregistreerde Titel ST75480/1991.

b. *Straatadres:* Lancaster Courtwoonstelle 102, Van der Waltstraat 518, Pretoria.

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

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

2. *Verkoopvoorwaardes:*

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

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te die Balju, Pretoria-sentraal, Sinodalesentrum, Kamer 1E, Visagiestraat 228, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 6de dag van Julie 1993.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/AM/2498.)

Case 2588/91

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

In the matter between **The Town Council of Springs,** Plaintiff, and **D. Venter,** 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, 6 August 1993 at 15:00 at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 718, Welgedacht Township, Registration Division IR, Transvaal, measuring 1 437 (one thousand four hundred and thirty-seven) square meters, also known as 90 Third Avenue, Welgedacht, Springs.

Description of property: Vacant stand.

Conditions: The sale will be subject to payment of the full purchase price in cash on the date of sale or a bank or building society guaranteed cheque to be furnished on the date of the sale. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

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

H. F. Delport, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. SH/S16892.)

Saak 391/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG, TRANSVAAL, GEHOU TE HEIDELBERG, TRANSVAAL

In die saak tussen **Saambou Bank Bpk.,** Eiser, **Henriette Jansen,** Verweerder

Geliewe kennis te neem dat ingevolge 'n lasbrief vir eksekusie uitgereik in bogenoemde Agbare Hof is daar beslag gelê op die volgende vaste eiendom:

Bestaande uit Erf 2440, Overkruin, Heidelberg, Registrasieafdeling IR, Transvaal.

Bogenoemde eiendom sal per eksekusieveiling verkoop word op 6 Augustus 1993 om 10:00 by die Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, aan die hoogste bieder.

Voorwaardes van verkoop: Betaling van 'n deposito van 10% (tien persent) van die koopprys asook 4% (vier persent) kommissie van die koopprys is onmiddelik betaalbaar aan die Balju die dag waarop die veiling gehou word. 'n Waarborg vir die balans moet gelewer word binne 14 (veertien) dae na die veiling gehou is. Verdere verkoopvoorwaardes is ter insae by die Balju van Heidelberg, Transvaal.

Geteken te Heidelberg op hede die 30ste dag van Junie 1993.

W. Liebenberg, vir Liebenberg & Malan Ing., Ueckermannstraat 20, Posbus 136, Heidelberg, 2400. (Verw. mev. V. d. Lith/cb/S164.)

Case 2090/93

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

In the matter between **Moser Employees Housing (Pty) Ltd,** Plaintiff, and **Cornelia Petronella Erasmus,** Defendant

In pursuance of a judgment by the Magistrate's Court, Germiston, and writ of execution, the property listed herein will be sold in execution on Monday, 23 August 1993 at 10:00 at the offices of the Sheriff, Magistrate's Court, Du Pisani Building, Joubert Street, Germiston, to the highest bidder:

Portion 43 (a portion of Portion 1) of Erf 75, Klippoortje Agricultural Lots Township, Registration Division IR, Transvaal, situated at 8 Swart Street, Cruywagen Park, Germiston, measuring 1 004 square metres.

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

Improvements: Dwelling-house under tin roof consisting of lounge, dining-room, bathroom and toilet, three bedrooms and kitchen.

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 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, Kempton Park.

Date: 28 May 1993.

Mr Maddern, Wright, Rose-Innes, Plaintiff's Attorneys, Allied Building, 170 Meyer Street, Germiston. (Ref. Mr Maddern.)

Saak 2185/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Jabulani Kleinbooi Kabini,** Eerste Verweerder, en **Notemba Gladys Kabini,** Tweede Verweerder

Ingevolge die uitspraak van die Landdros, Middelburg, Transvaal, en Lasbrief tot geregtelike verkoping gedateer 10 Junie 1993 sal die ondervermelde eiendom op 20 Augustus 1993 om 10:00 te die Landdroskantoor, Middelburg, Transvaal, verkoop word:

Erf 3079, geleë in die dorpsgebied Mhluzi, groot 275 (tweehondred vyf-en-sewentig) vierkante meter, gehou kragtens Akte van Transport TL50568/89.

Die eiendom bestaan uit 'n teëldakwoning, volvoermatte met drie slaapkamers, sitkamer, eetkamer, badkamer en kombuis.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die prokureur vir die Eiser, asook die Balju, Middelburg, gesien word.

Datum: 5 Julie 1993.

H. F. Brauckmann, vir Verster & Brauckmann, Prokureur vir die Eiser, Posbus 414, Middelburg, 1050. [Tel. (0132) 43-1033/2/4/5/7.]

Case 31473/92
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of SA Ltd,** Execution Creditor, and **Mabusela, Pearl Lulama,** 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 6 August 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 2578, situate in the Township of Dawn Park Extension 4, Registration Division IR, Transvaal, being 86 Lancelot Street, Dawn Park Extension 4, Boksburg, measuring 1 071 (one thousand and seventy-one) square metres.

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

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

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

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

Dated at Johannesburg this 6th day of July 1993.

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

Case 25940/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Ltd,** Plaintiff, and **Hosia Mohlabane,** First Defendant, and **Wonder Dipuo Mohlabane,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following property without reserve will be sold in execution to the highest bidder, to be held on 13 August 1993 at 11:15, at the Sheriff's Office, 182 Leeupoort Street, Boksburg:

Erf 511, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 300 square metres, held by the First and Second Defendants under Deed of Transfer TL29697/90.

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

Dwelling-house consisting of three bedrooms, bathroom and toilet, lounge, dining-room, kitchen and garage. Fenced with wire. Cement paving.

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

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

D. J. Fourie, for MacRobert De Villiers Lunnon & Tindall Ing., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R358208/as.)

Saak 16156/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS Bank Bpk.,** Eiser, en **M. Beneke,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 30 Maart 1993, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria-Oos, Strubenstraat 142, Pretoria, aan die hoogste bieer op 11 August 1993 om 10:00:

Erf 6, geleë in die dorpsgebied Wapadrand-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 1 378 (eenduisend driehonderd agt-en-sewentig) vierkante meter, beter bekend as Wapadrandstraat 782, Wapadrand-uitbreiding 1.

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieer 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 so ver dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie:

'n Enkelverdiepingwoonhuis met eetkamer, sitkamer, kombuis, opwaseenheid, drie slaapkamers, twee badkamers, twee storte met ingangsportaal, TV-kamer, buite woonstel met sit-/eetkamer, kombuis, slaapkamer en badkamer met motorhuise.

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-Oos.

Geteken te Pretoria.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. S. du Plessis/Mev Engels/JR38021.)

Case 12613/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Maika: King,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 11 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: All the right, title and interest in the 99-year right of leasehold in respect of Erf 13638, Kagiso Extension 8 Township, Registration Division IQ, Transvaal, area 363 (three hundred and sixty-three) square metres, situation 13638 Kagiso Extension 8, Krugersdorp.

Improvements (not guaranteed): A house consisting of three bedrooms, 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 (twenty thousand rand) and thereafter 3% (three per cent), with a maximum fee of R6 000 (six thousand rand) and a minimum of R100 (one hundred rand).

Dated at Johannesburg on the 7th day of July 1993.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N140:NC105.)

Saak 9662/89

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.** (Allied Bank Divisie), Eiser, en **Prince, Herbert Walter,** Eerste Verweerder, en **Prince, Dawn Aneatte,** Tweede 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 12 Augustus 1993 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die Vendu-afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê. Kort beskrywing van eiendom, ligging, straatnommer, ens.:

Sekere: Erf 5291, Eldoradopark-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Slagberglaan 20, Eldoradopark-uitbreiding 4, grootte 639 m^2 (ses drie nege) vierkante meter.

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

Hoofgebou: Sitkamer, kombuis, twee slaapkamers en badkamer/toilet.

Buitegeboue: Geen.

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, 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 (twintig duisend 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 28ste dag van Junie 1992.

Botha Moll & Vennote, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8148.)

Case 7886/92

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **D. R. Johnson,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 3 June 1993, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 13 August 1993 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property (1): Erf 458, Dersley, Springs, Registration Division IR, Transvaal, measuring 963 square metres.

Postal address: 25 Orpiment Avenue, Dersley, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with tiled roof, lounge, dining-room, bathroom, toilet, shower and toilet, kitchen, three bedrooms and carport.

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

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

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

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

Dated at Springs on this the 8th day of July 1993.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/N91064.)

Case 1041/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Marroy Investments CC,** First Defendant, **Roy Kenneth Hart,** Second Defendant, and **Kenneth Hart,** Third Defendant

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 28 October 1992, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 13 August 1993 at 15:00, at the premises of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property (1): 1778 Selcourt Extension 3, Springs, Registration Division IR, Transvaal, measuring 1 250 square metres.

Postal address: 64 Phoenix Road, Selcourt Extension 3, Springs.

Improvements (but nothing is guaranteed in respect hereof): Brick building with tiled roof, four bedrooms, three toilets, two lounges, kitchen, two bathrooms, double garage, servant's room, toilet and swimming-pool.

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

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

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

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

Dated at Springs on this the 7th day of July 1993.

J. H. van Heerden, for J. H. van Heerden & Cohen, Second Floor, Permanent Building, 74 Third Street, Springs. (Ref. Mr Van Heerden/kj/J00158.)

Case 27846/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Johannes Jacobus Jordaan,** First Defendant, and **Sonja Jordaan,** 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 25 August 1993 at 10:00, to the highest bidder:

Certain Erf 1995, in the Township of Pierre van Ryneveld Extension 7, Registration Division JR, Transvaal, measuring 1 020 square metres, situated at 14 Petersingel, Kirknesspark, Pierre Van Ryneveld 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:* Dwelling, lounge, dining-room, bathroom, two w.c.'s, kitchen, three bedrooms and shower.

Other improvements: Terrace.

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, Riverdale, Pretoria.

Signed at Pretoria on this 12th day of July 1993.

Shapiro & Partners Inc., Second Floor, Tudor Chambers, Church Square, Pretoria. (Ref. Mrs Kartoudees/MB/N938.)

Case 1380/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Hermanus Johannes Hendrik Claassens N.O.,** in his capacity as Trustee for the time being to the Sumanie Trust, Defendant

A sale in execution will be held on 20 August 1993 at 11:00, at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Holding 28, situated in Montana Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,2122 hectares, known as Plot 28, Third Road, Montana Agricultural Holdings.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey dwelling, brick walls, tiled roof, tiles, fitted carpets, slasto, novilon, lounge, dining, study, kitchen, pantry, six bedrooms, three bathrooms, shower, four w.c.'s, entrance-hall, TV-room, front stoep, two garages, garages attached to dwelling, two sevants' rooms, large store, fenced, court-yard, screenwall and barbeque, brick pavings, septic tank, borehole and pump.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9699.)

Case 3560/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Woodline Timber Industries (Pty) Ltd,** Plaintiff, and **Ken Dekenah,** Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the front of the main entrance to the Magistrate's Court, Barberton, on Friday, 6 August 1993 at 10:00, of the undermentioned properties of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 2974, situated in the Township of Barberton Extension 6, Registration Division JU, Transvaal (also known as 5 Tambotie Street, Barberton), in extent 1 000 (one thousand) square metres, held by Deed of Transfer T21600/79.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: One storey face brick dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, en suite, toilet, single garage, outbuilding, workshop, store-room and swimming-pool; and

Erf 1519, situated in the Township of Barberton, Registration Division JU, Transvaal (also known as 32 Pilgrim Street, Barberton), in extent 248 (two four eight) square metres, held by Deed of Transfer T877/90.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Flat IBR business premises, consisting of w.c., three offices and a show-room.

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

Dated at Pretoria on this 7th day of July 1993.

C. B. Yeo, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. (Tel. 320-8500.) (Ref. CBY/vt S.287/93.)

Case 3048/91

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

In the matter between **Allied Bank,** a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Martin Faul,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 29 August 1991, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 20 August 1993 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Portion 1 of Erf 882, Leachville Extension 1, situated at 10 Touwsrivier Street, in the Township of Leachville Extension 1, District of Brakpan, measuring 966 (nine hundred and sixty-six) 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 a lounge, dining-room, two bedrooms, kitchen, bathoom, double garage and a 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, Brakpan.

Dated at Boksburg on this the 7th day of July 1993.

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) [Ref. Mrs Teixeira/AF0873 (AB373).]

Case 232/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THABAMOOPO HELD AT LEBOWAKGOMO

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and **Sello Lazarus Mokoto,** First Execution Debtor, and **Mapula Stella Mokoto,** Second Execution Debtor

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as Ownership Unit D3672 in the Lebowakgomo Township, District of Thabamoopo, in extent 750 square metres, will be sold in front of the Court-house of the above Court, on 27 August 1993 at 10:00, without reserve and to the highest bidder:

Improvements (which are not warranted to be correct and not guaranteed): Three bedroomed brick dwelling with dining-room, family room, two bathrooms, kitchen, lounge and study. Outbuildings consist of double garage and three servants' rooms.

The material conditions of the sale are:

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

2. The sale is voetstoots and subject to:

2.1. The Magistrates' Courts Act and the rules made thereunder;

2.2. the conditions of the title deed, and

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

Signed at Pietersburg on the 8th day of July 1993.

L. F. de Lange/mp, for Meyer, Pratt & Luyt, Docex 5, P.O. Box 152, Pietersburg, 0700; Legnum Park, 20 Market Street, Pietersburg, 0699. [Tel. (01521) 7-1133.] [Fax. (01521) 7-4161.]

Saak 2371/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen **NBS Bank Ltd,** Eiser, en **J. R. Theron,** Eerste Verweerder, en **H. S. B. Theron,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Alberton gedateer 14 Mei 1993 en 'n lasbrief vir eksekusie gedateer 13 Mei 1993, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 11 Augustus 1993 om 10:00, deur die Balju, vir die Landdroshof te Johria Hof, Du Plessisstraat, Alberton, naamlik:

Sekere Standplaas 270, Roodebult-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Camelthornstraat 64, Roodebult, groot 709 vierkante meter, gehou deur J. R. Theron en H. S. B. Theron onder Akte van Transport T20116/91.

Sonering: Residensieel.

Spesiale gebruiksvergunnings of vrystellings: Geen.

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

Woonhuis met gepleisterde baksteen mure, teëldak en bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n halwe badkamers met twee toilette.

Buitegeboue: Motorhuis en bediendekamer.

Terme en voorwaardes van verkoping:

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 18% (agtien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

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

Gedateer te Alberton op hede die 13de dag van Mei 1993.

Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton. (Verw. mnr. Ungerer/PP/N33.)

Saak 1470/92

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **ABSA Bank Bpk.,** handeldrywend as United Bank, Eksekusieskuldeiser, en **D. J. van Zyl,** Eerste Eksekusieskuldenaar, en **C. M. van Zyl,** Tweede Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Delmas gedateer 30 Maart 1993, sal 'n eksekusie verkoping gehou word by die Landdroskantoor, Delmas, op 20 Augustus 1993 om 10:15, van die ondervermelde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Balju van die Landdroshof gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, voor die verkoping ter insae sal lê:

Hoewe 78, Eloff Small Holdings, Registrasieafdeling IR, Transvaal, gehou kragtens Akte van Transport T26988/1983.

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

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

Geteken te Delmas op hierdie 6de dag van Julie 1993.

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

Case 16207/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Coenrad Josephus Slabbert,** 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 930, in the Township of Moreletapark Extension 2, Registration Division JR, Transvaal, measuring 1 444 square metres, situated at 682 Withdoring Street, Moreletapark 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: Lounge, kitchen, dining-room, four bedrooms, two bathrooms, shower, two w.c.s', entrance-hall, TV-room, darkroom and scullary.

Outbuildings: Double garage, patio/stoep, servant's and w.c.

Other improvements: Swimming-pool, screenwalls, alarm system and paved driveway.

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 9th day of July 1993.

Shapiro & Partners Inc., Second Floor, Tudor Chambers, Church Square, Pretoria. Mrs Kartoudees/MB/N900.)

Saak 7176/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayalethu Home Loans (Pty) Ltd,** Eiser, en **R. P. Phala,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 13 Augustus 1993 op 10:00, per publieke veiling deur die Balju, Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3392, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied kwa-Quqa-uitbreiding 5, Registrasieafdeling JS, Transvaal, gehou kragtens Grondbrief T26886/1978, grootte 324 (drie twee vier) vierkante meter.

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

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju ter insae.

Gedateer te Witbank op hierdie 7de dag van Julie 1993.

J. M. Krügel, vir Harvey Nortje Ingelyf, hoek van Smutslaan en Northeystraat, Smuts Park, Posbus 727, Witbank.

Saak 1696/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **J. J. Botes,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Kantoor van die Balju, Landdroshof Vereeniging, te Beaconsfieldlaan 41A, Vereeniging op 6 Augustus 1993 om 10:00.

Hoewe 17, River Park-landbouhoewes, Registrasieafdeling IR, Transvaal, groot 2,1414 vierkante meter, gehou kragtens Akte van Transport T26871/85, bekend as Parklaan 17, River Park.

Verbeterings: 'n Enkelverdieping, drie slaapkamers woning met studeerkamer, enkel geriewe, sinkdak, dubbel motorafdakke, slaapkamer teëldak woonstel en stoorkamer.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 20% (twintig duisend) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouverening of ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vereeniging binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 5de dag van Julie 1993.

E. Rossouw, vir Rossouw & Prinsloo, NBS-gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. ER/mev. C. Venter.)

Saak 2180/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.,** Eksekusieskuldeiser, en C. M. Mbokani, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 19 Mei 1993, toegestaan is, op 13 Augustus 1993 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 1706, geleë in die dorpsgebied kwa-Guqa-uitbreiding 4, Registrasieafdeling JS, Transvaal, groot 267 (twee ses sewe) vierkante meter, gehou kragtens Akte van Transport T65716/91.

Die eiendom is as volg verbeter (nie gewaarborg): 'n Woonhuis met twee slaapkamers, kombuis, badkamer en eetkamer.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

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

J. M. Krügel, vir Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 2842/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.,** Eksekusieskuldeiser, en **mev A. M. Potgieter,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 10 Junie 1993 toegestaan is, op 6 Augustus 1993 om 09:00, te die betrokke perseel, naamlik: Erf 723, Reyno Rif-uitbreiding 5, Witbank (Harlekynstraat 25, Reyno Rif-uitbreiding 5, Witbank) in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere Erf 723, Reyno Rif-uitbreiding 5, Witbank, Registrasieafdeling JS, Transvaal, groot 1 596 vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T42412/92.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 8ste dag van Julie 1993.

Zak Ferreira Ingelyf, Prokureurs vir die Eiser, Northey Forum, Northeystraat, Posbus 2799, Witbank, 1035. (Verw. IPF/mev. Pieterse.)

Case 10872/93
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 **Offer, Daniel,** First Execution Debtor, and **Offer, Carole Rosalyn,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Johannesburg on 12 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 168, situated in the Township of Bellevue (Johannesburg), Registration Division IR, Transvaal, being 45 and 45A St George's Street, Bellevue, 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:

Two semi-detached single storey brick built residences with iron roof, both comprising kitchen, lounge/dining-room, study, two bedrooms, bathroom with outbuildings with similar construction comprising of servant's room, toilet and store-room.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per 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 8th 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 18795/92
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 **Puza, Ndoda Haword,** First Execution Debtor, and **Puza, Vuyelwa Lizzie,** 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 main entrance-hall of the Magistrate's Court, Vanderbijlpark on 6 August 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 Erf 1440, situated in the Township of Evaton North, Registration Division IQ, Transvaal, being 1440 Evaton North, Vanderbijlpark, measuring 343 (three hundred and forty-three) square metres.

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

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 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 of R6 000 (six thousand rand), minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 8th day of July 1993.

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

Saak 1528/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG GEHOU TE HEIDELBERG

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Sichaba Thomas Mashiloane,** Verweerder

Geliewe kennis te neem dat ingevolge 'n lasbrief vir eksekusie uitgereik in bogenoemde Agbare Hof, is daar beslag gelê op die volgende vaste eiendom:

Bestaande uit Erf 1573, Ratanda, Heidelberg, Registrasieafdeling IR, Transvaal.

Bogenoemde eiendom sal per eksekusieveiling verkoop word op 6 Augustus 1993 om 10:00, by die Landdroskantoor, Begemanstraat, Heidelberg, Transvaal, aan die hoogste bieder.

Voorwaardes van verkoop: Betaling van 'n deposito van 10% (tien persent) van die koopprys asook 4% (vier persent) kommissie van die koopprys is onmiddellik betaalbaar aan die Balju die dag waarop die veiling gehou word. 'n Waarborg vir die balans moet gelewer word binne 14 (veertien) dae na die veiling gehou is. Verdere verkoopvoorwaardes is ter insae by die Balju van Heidelberg, Transvaal.

Geteken te Heidelberg op hede die 28ste dag van Junie 1993.

W. Liebenberg, vir Liebenberg & Malan Ing., Ueckermannstraat 20; Posbus 136, Heidelberg. (Verw. mev. V d Lith/cb/S143.)

Case C314/90

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

In the matter between **Nedcor Bank Ltd,** formerly Nedperm Bank Ltd, Plaintiff, and **Fanaye Elmon Nkomo,** First Defendant, and **Cyndrella Mamazane Nkomo,** Second Defendant

In pursuance of judgment in the above Honourable Court and a warrant for execution, the following immovable property will be sold in execution on 13 August 1993 at 12:00, at the office of the Magistrate, Kabokweni, to the highest bidder:

Stand 148, situated in the Township of Kanyamazane in the District of Nsikazi, measuring 768 (seven six eight) square metres.

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

Conditions of sale:

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

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

Dated at Nelspruit this 7th day of July 1993.

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

Case 22917/92
P.H.430

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Thiebaux, Miss Chantal,** trading as La Boheme, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, the property listed herein will be sold on 12 August 1993 at 10:00, at the Office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 457 and 458, Troyeville Township, Registration Division IR, Transvaal, each erf in extent 495 (four hundred and ninety-five) square metres, held under Deed of Transfer T439/1990, situated at 18 Beelaert Street, Troyeville, Johannesburg.

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

Improvements: Residential dwelling with outbuildings.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 19% (nineteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

A. R. Wedcliffe, Plaintiff's Attorneys, Eighth Floor, 122 President Street, corner of Troye Street, Johannesburg, P.O. Box 8827, Johannesburg, 2000. (Tel. 29-4041/2/3.)

Saak 1866/93

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

In die saak tussen **NBS Bank Bpk.,** voorheen handeldrywende as Natal Bouvereniging Bpk. (Reg. No. 87/01384/06), Eiser, en **Andre Nico Viljoen,** Eerste Verweerder, en **Elsa Susanna Viljoen,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 22 Maart 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 Erf 1648, Birchleigh-uitbreiding 6-dorpsgebied, Registrasieadeling IR., Transvaal, in die distrik Kempton Park, groot 1 000 (eenduisend) vierkante meter.

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

Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, twee toilette, familie/TV-kamer, twee badkamers, drie slaapkamers, kombuis en eetkamer. Buitegeboue bestaan uit motorhuis, afdak, oprit en swembad.

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 9de dag van Junie 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M129/MIV566.)

Saak 4459/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BOKSBURG GEHOU TE BOKSBURG

In die saak tussen **Witfield Park Slaghuis,** Eiser, en **A. J. van der Walt,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en geregtelike lasbrief, sal die ondervermelde eiendom op 16 Augustus 1993 om 10:00, by die Baljukantore, geregtelik deur die Balju, Germiston, aan die hoogste bieder verkoop word sonder voorbehoud, 'n halwe aandeel van die volgende:

Erf 95, Elandshof, Registrasieafdeling IR, Transvaal, geleë Golden Grove M4, Leipoldstraat, Germiston, groot 112 (eenhonderd-en-twaalf) vierkante meter, gehou kragtens Akte van Transport ST29483/1991.

Beskrywing: 'n Halwe aandeel van die volgende:

Hoofgebou: Eetkamer, sitkamer, drie slaapkamers, toilet en badkamer.

Buitegeboue: Motorhuis en omheining.

Die volledige verkoopvoorwaardes wat onmiddellik voor die veiling voorgelees sal word, sal by die kantoor van die Balju, Landdroshof, Germiston, ter insae lê.

Die belangrikste voorwaardes daarin vervat is die volgende:

(a) Die eiendom sal verkoop word aan die hoogste bieder sonder voorbehoud en onderworpe aan die regte van die verbandhouer soos vervat in die koopvoorwaardes.

(b) Die verkoping sal onderworpe wees aan die betaling van 10% (tien persent) van die koopprys op die dag van die verkoping asook betaling van die kommissie verskuldig aan die Balju, 'n bank- of bouverenigingwaarborg vir betaling van die balans moet binne 14 (veertien) dae vanaf die datum van die verkoping verskaf word.

Gedateer te Boksburg op die 5de dag van Julie 1993.

S. J. Botha, Prokureur, Mainstraat 49, Posbus 13391, Witfield, Boksburg, 1460. (Tel. 823-2428/9.) (Verw. mnr. Botha/HB.)

Case 9438/91

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

In the matter between **Germiston City Council,** Plaintiff, and **Mrs. A. J. Minnie,** Defendant

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

Erf 195, Delville Township, Registration Division IR, Transvaal, situated at 52 Galway Street, Dellville, Germiston, measuring 868 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 bedroom, one and a half bathroom, one and a half toilets, garage, shed, sink roof and fence.

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 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 7405/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **David Sethubatha Nteso,** First Defendant, and **Liesbet Notie Nteso,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in this suit, a sale without reserve will be held by the Sheriff of Klerksdorp at the office of the Sheriff, 11 Teak Avenue, Klerk Industria, Klerksdorp, on 11 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 offices of the Sheriff prior to the sale:

Certain Erf 10946, Jouberton Extension 6, Registration Division IP, Transvaal, measuring 350 square metres, held by Certificate of Right of Leasehold TL10831/1989.

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

Improvements: Dwelling under tile roof consisting of two bedrooms, bathroom, kitchen and lounge.

Reserve price: Without reserve.

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 guarantee, acceptable to the Plaintiff's attorney, to be furnished to the Sheriff within 30 (thirty) days from the date of the sale.

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

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

Savage Jooste & Adams Inc., for Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Leinberger/RM/J33.)

Saak 13508/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Owen Wiggings Trust Participation Nominees (Pty) Ltd** (Reg. No. CK67/3460), Eiser, en **Sossbro CC** (Reg. No. CK90/37919/23), Eerste Verweerder, en **Gemini Kitchen Equipment CC** (Reg. No. CK90/38225/23), Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof gedateer 12 Januarie 1993, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 12 Augustus 1993 om 10:00, te die kantoor van die Balju vir die Hooggeregshof, Johannesburg, Marshallstraat 131, Johannesburg, aan die hoogste bieder:

Gedeelte 1 van Erf 571, Kew-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T28728/1974.

Verbeterings: Grond met 'n oppervlakte van 1 487 m^2 waarvan 1 037 m^2 deur geboue bedek word. Op die grondvloer is daar kantore van 278,28 m^2 'n stoorkamer vir klaargemaakte produkte van die fabriek. Die fabriek beslaan uit 636,77 m^2. Daar is twee eerste-vloer areas waarvan die eerste die kantore is met 'n oppervlakte van 67,91 m^2 die tweede 'n stoorarea en ruskamer vir arbeiders. Dit beslaan 'n area van 162,06 m^2.

Terme en voorwaardes:

Terme: Die koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 30 (dertig) dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

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

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

Gildenhuys Van der Merwe Ing., Prokureurs vir Eiser, 15de Verdieping, Sanlam Plaza-Oos, Schoemanstraat 285, Pretoria. [Tel. (012) 322-8534.] (Verw. mnr. Campher/ap.)

Case 7300/93
PH 430

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Victor, David Alan,** trading as Quick Fix TV, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 12 August 1993 at 10:00, at:

The Office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder.

Erf 1499, Berea Township, Registration Division IR, Transvaal, in extent 759 (seven hundred and fifty-nine) square metres, held under Deed of Transfer T11895/1988, situated at 80 Barnato Street, Berea, Johannesburg.

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

Improvements: Residential dwelling with outbuildings.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 16% (sixteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

A. R. Wedcliffe, Plaintiff's Attorneys, Eighth Floor, Eplow House, 122 President Street, corner of Troye Street, Johannesburg, P.O. Box 8827, Johannesburg, 2000. (Tel. 29-4041/2/3.)

Case 14589/91

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

In the matter between **Germiston City Council,** Plaintiff, and **V. H. Ming,** Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston, and writ of execution dated 21 January 1993, the property listed herein will be sold in execution on Monday, 16 August 1993 at 10:00, at the offices of the Sheriff, Magistrate's Court, Du Pisanie Building, Joubert Street, Germiston, to the highest bidder:

Erf 329, Wychwood Township, Registration Division IR, Transvaal, situated at 4 Protea Road, Wychwood, measuring 984 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, TV-room, two bathrooms, toilet, garage, shed, sink roof and fence.

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 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 7302/92
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 **Abraham Themba Mahlangu,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 6 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, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Site 5354, situated in the Township of Tsakane Extension 5, Registration Division IR, Transvaal, being 15354, Tsakane Extension 5, Brakpan, measuring 264 (two hundred and sixty-four) square metres,

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, bedroom 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 23rd day of June 1993.

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

Case 23159/92
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Lazarus, Charles Alec,** 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, 13 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 2439, Lenasia South Extension 2 Township, Registration Division IQ, Transvaal, area 400 (four hundred) square metres, situated at 2439 Falcon Crescent, Lenasia South Extension 2.

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

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other 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 this the 23rd day of June 1993.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorney, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosurfesN5:NT208.)

Case 11120/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of S.A. Ltd,** Plaintiff, and **Ramond Thomas Johnson,** Defendant

In terms of of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held at the Sheriff's Office, 8 Park Street, Kempton Park, on Thursday, 12 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 conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 1012, Birchleigh Extension 1 Township, Registration Division IR, Transvaal (also known as 32 Gerke Street, Birchleigh X1), measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T47601/89, subject to the conditions contained therein and specially subject to the reservation of mineral rights.

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

Single-storey dwelling with tiled roof consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., w.c./shower, servant's room with w.c. garage, swimming-pool, concrete paving and precast fencing.

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

Dated at Pretoria this 23rd day of June 1993.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S920/93.)

Case 18132/92
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 **Shongwe, Lawrence Themba,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 6 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, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 15527, situated in the Township of Tsakane Extension 5, Registration Division IR, Transvaal, being 15527 Tsakane, Extension 5, Brakpan, measuring 240 (two hundred and forty) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, loung/dining-room, bedroom 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 16th 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 24860/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Caltex Oils SA (Pty) Ltd,** Plaintiff, and **All Make Mobile Motors (Pty) Ltd,** First Defendant, and **N. A. Hieber,** Second Defendant, and **R. W. Hieber,** Third Defendant

Pursuant to a judgment against the above Third Defendant of the above Honourable Court in the above-mentioned matter dated 9 February 1993 and an attachment of execution, the following property of the Third Defendant will be sold in execution on Friday, 13 August 1993 at 10:00, at the Magistrate's Court, corner of Klopper and Van Staden Streets, Rustenburg, to the highest bidder subject to the conditions which will be read by the acutioneer at the sale:

Erf 250, Proteapark, Registration Division JQ, Transvaal, measuring 1 388 (one thousand three hundred and eighty-eight) square metres and held under Deed of Transfer T11219/1979. The property is also known as 291 Kruger Street, Rustenburg.

The following improvements are situated on the property although in this respect nothing is guaranteed:

A flat roofed dwelling consisting of a laundry, kitchen, dining-room, living-room, entrance-hall, lounge, study, three bedrooms, bathroom with toilet, bathroom without toilet, separate toilet, servant's room and toilet, laundry, double garage and swimming-pool. The premises is fenced with concrete walls.

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

The full conditions of sale are lying for inspection at the offices of the Sheriff of the Supreme Court, Van Velden-Duffey Building, 37 Steen Street, Rustenburg, (Tel. 0142-21135.) (Ref. Mr Klynsmith/ADUT.).

Dated at Pretoria this the 24th day of June 1993.

MacIntosh Cross & Farquharson, Attorneys for Plaintiff, 210 Permanent Buildings, 246 Paul Kruger Street, Pretoria. (Ref. Mr Coetzee/EV/D173/92.)

Saak 4766/93

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 **Penelope Ann Madeleine Rudolph,** Eerste Verweerder, en **Andries Pieter Rudolph,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 17 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 Erf 653, Rhodesfield-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: 'n Woonhuis gebou van stene, tëeldak, bestaande uit sitkamer, drie toilette, familie/TV-kamer, kroeg, drie badkamers, vyf slaapkamers, kombuis, eetkamer en studeerkamer. Buitegeboue bestaan: Twee motorhuise, afdak en oprit.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaaar 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 22ste dag van Junie 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M156/MIR244.)

Case 6575/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Fidelity Bank Ltd,** Plaintiff, and **Grobler-Steyn Property Holdings (Pty) Ltd,** First Defendant, and **Johan Grobler,** Second Defendant, and **Gerald Steward Steyn,** Third Defendant, and **Grobler-Steyn Planateurs Ingelyf,** Fourth Defendant

In execution of a judgment of the Supreme Court of South Africa, (Transvaal Provincial Division), in this suit, a sale wihtout reserve will be held by the Sheriff of Pretoria North East at the Sinodale Centre, 234 Visagie Street, Pretoria, on 10 August 1993 at 10:00, of the undermentioned property of the First 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 at 228 Visagie Street, Pretoria, prior to the sale:

Certain Erf 1385, Silverton Extension 1, Registration Division JR, Transvaal, measuring 6 4834 (six four eight three four) hectare, held under and by virtue of Deed of Transfer T78076/1991.

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

Improvements: Business premises consisting of numerous offices.

Reserve price: Without reserve.

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

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

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

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Leinberger/RM/S562.)

Case 28634/92
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 **Robbertze, Hendrik Lodewyk,** 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 6 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, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 1626, situated in the Township of Geduld Extension, Registration Division IR, Transvaal, being 39 Brann Street, Geduld Extension, Springs, measuring 549 (five hundred and fourty-nine) square metres.

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

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

Saak 7509/93

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

In die saak tussen **Saambou Bank Bpk.,** Vonnisskuldeiser, en **Sindiswa Beauty Xinindlu,** Eerste Vonnisskuldenaar, en **Tozamile Taai,** Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 25 Mei 1993, sal die volgende eiendom verkoop word in eksekusie op 12 Augustus 1993 om 10:00, by die Baljukantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 762, Makulong-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Erf 762 Makulong, grootte 253 (tweehonderd drie-en-vyftig) vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18, Posbus 47, Kempton Park. (Tel. 975-4941.)

Saak 11118/91

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

In die saak tussen **Saambou Bank Bpk.,** Vonnisskuldeiser, en **Eva Velaphi Mthembu,** Eerste Vonniskuldenaar, en **Boy Albert Mthembu,** Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 14 Oktober 1991, sal die volgende eiendom verkoop word in eksekusie op 12 Augustus 1993 om 10:00, by die Baljukantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaars se reg, titel en aanspraak in en tot Erf 1352, Tembisa-uitbreiding 4-dorpsgebied, Registrasieafdeling JR, Transvaal, geleë te Erf 1352, Tembisa-uitbreiding 4, grootte 412 (vierhonderd en twaalf) vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en sal die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18, Posbus 47, Kempton Park. (Tel. 975-4941.)

Saak 6280/93

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

In die saak tussen **Saambou Bank Bpk.,** Vonnisskuldeiser, en **Dawid Schalk Bester,** getroud binne gemeenskap van goedere met Maria Magdalena Bester, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 17 Mei 1993, sal die volgende eiendom verkoop word in eksekusie op 12 Augustus 1993 om 10:00, by die Baljukantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 2018, Norkem Park-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Krokodilrivierrylaan 31, Norkem Park-uitbrieding 4, grootte 991 (negehonderd en een-en-negentig) vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis met buitegeboue.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18, Posbus 47, Kempton Park. (Tel. 975-4941.)

Case 8082/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Johann Valentine Von Hagen,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria Central, at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 10 August 1993 at 10:00, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

(a) Section 56, as shown and more fully described on Sectional Plan SS384/85 in the building/s known as Roodeberg, situated at Erf 731,Township Gezina, Local Authority City Council of Pretoria, of which the floor area, according to the said sectional plan is 78 (seventy-eight) square metres, in extent, known as Flat 701, Roodeberg, 615 Adcock Street, Gezina, Pretoria.

(b) An undivided share in the common property in the land and building/s as more fully shown and 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 ST384/85(56) (UNIT).

The following information is furnished, though in this regard nothing is guaranteed: Well kept unit in neat high rise complex situated close to all amenities, consisting of living-room, two bedrooms, bathroom, toilet and kitchen. Common property consisting of servant's room, corridors, bathroom, two servant's toilets, stairways, transformer room, lift and 56 garages.

Terms: The sale with reserve. Deposit of 10% (ten per centum) 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 the Plaintiff's attorney and to be furnished to the Sheriff, Pretoria Central within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Second Floor, 228 Visagie Street, Pretoria.

Dated at Pretoria on this the 28th day of June 1993.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/57492.)

Saak 6998/93
PH 74

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Investec Bank Bpk.,** Eiser, en **Christodoulou, Basilios,** Verweerder

Neem asseblief kennis dat die ondervermelde eiendom van die Eksekusieskuldenaar in eksekusie verkoop sal word op 12 Augustus 1993 om 10:00, by die kantore van die Balju van die Hooggeregshof te Marshallstraat 131, Johannesburg.

Neem verder kennis dat die eiendom wat verkoop word geleë is te Mullerstraat 113, Bellevue, Johannesburg.

Die eiendom staan bekend as Erf 313, Bellevue, Johannesburg-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter.

Die eiendom bestaan uit 'n normale baksteenhuis met die gewone buitegeboue. Die motorpad bestaan uit plaveisel en die eiendom is omring deur voorafvervaardighde betonmure. Die woning het 'n sinkdak.

Neem verder kennis dat die verkoopvoorwaardes by die kantoor van die Balju van die Hooggeregshof te Marshallstraat 131, Johannesburg, ingesien kan word.

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

Dreyer & Nieuwoudt, Prokureurs vir Eksekusieskuldeiser, Vyfde Verdieping, Volkskasgebou, Marketstraat 76, Johannesburg; Posbus 62197, Marshalltown. (Tel. 833-1790.) (Verw. C/19/J. L. Dreyer/MR.)

Saak 7261/93

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

In die saak tussen **Saambou Bank Bpk.,** Vonnisskuldeiser, en **Martina Johanna van der Walt,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 28 Mei 1993, sal die volgende eiendom verkoop word in eksekusie op 12 Augustus 1993 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 1624, Van Riebeeckpark-uitbreiding 15-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Christoffelstraat 50, Van Riebeeckpark-uitbreiding 15, grootte 862 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Onverbeterde eiendom.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18; Posbus 47, Kempton Park. (Tel. 975-4941.)

Saak 7507/93

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

In die saak tussen **Saambou Bank Bpk.,** Vonnisskuldeiser, en **Meriam Dora Nkwana,** Eerste Vonnisskuldenaar, en **Peter Mnisi,** Tweede Vonnisskuldenaar

As gevolge van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 28 Mei 1993, sal die volgende eiendom verkoop word in eksekusie op 12 Augustus 1993 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 1179, Tembisa-uitbreiding 4-dorpsgebied, Registrasie-afdeling JR, Transvaal, geleë te Erf 1179, Tembisa-uitbreiding 4, grootte 315 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18; Posbus 47, Kempton Park. (Tel. 975-4941.)

Saak 15962/92

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

In die saak tussen **Saambou Bank Bpk.,** Vonnisskuldeiser, en **Benite Catharina Coetzee,** Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 14 Januarie 1993, sal die volgende eiendom verkoop word in eksekusie op 12 Augustus 1993 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 155, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Uitsighelling 58, Kempton Park-Wes, grootte 612 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Woonhuis met buitegebou.

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

4. Die volledige verkoopvoorwaardes sal deur die Balju van hierdie Agbare Hof uitgelees word voor die verkoping en lê ook ter insae by sy kantore en by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18; Posbus 47, Kempton Park. (Tel. 975-4941.)

Case 9459/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Meyer, Stefanus Johannes Nicolaas,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate' s Court, Pollock Street, Randfontein, on 6 August 1993 at 14:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, Pollock Street, Randfontein, prior to the sale.

Certain Erf 112, situated in the Township of Randgate, Registration Division IQ, Transvaal, being 72 Strydom Street, Randgate, Randfontein, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

Dated at Johannesburg this 24th day of June 1993.

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

Case 8725/93
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 **Fox, Kenneth Alistair,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Benoni, on 12 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale.

Certain Erf 2011, situated in the Township of Benoni, Registration Division IR, Transvaal, being 19 Tenth Avenue, Benoni, measuring 1 190 (one thousand one hundred and ninety) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, entrance-hall, laundry, three bedrooms, bathroom with outbuildings with similar construction comprising two garages, servant's room, toilet 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 24th day of June 1993.

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

Case 11671/93
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 **Taylor, John,** First Execution Debtor, and **Taylor, Gail,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Randburg, on 10 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale.

Certain Portion 15 of Erf 572, situated in the Township of Malanshof Extension 17, Registration Division IQ, Transvaal, being 163 Getrude Street, Malanshof Extension 17, Randburg, measuring 458 (four hundred and fifty-eight) square metres.

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

Dated at Johannesburg this 25th day of June 1993.

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

Case 12226/87

IN THE SURPEME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd** (formerly Nedperm Bank Ltd), Plaintiff, and **Horst Bosch,** Defendant

Pursuant to a judgment of the above Court and a warrant of attachment dated 23 September 1987, the undermentioned property will be sold in execution on Friday, 13 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:

Erf 237, situated in the Township of Pretoria North, Registration Division JR, Transvaal, measuring 2 552 square metres, held by the Defendant under Deed of Transfer T31427/75, known as 419 Danie Theron Street, 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: A house comprising lounge, dining-room, three bedrooms, bathroom, kitchen, carport and garage.

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 14th day of July 1993.

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

Case 12448/93
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 **Khabanyane, Loyiso Victor,** First Execution Debtor, and **Khabanyane, Khuthala Carina,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 11 August 1993 at 10:00, of the undermentioned leasehold of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 9, situated in the Township of Mngadi, Registration Division IR, Transvaal, being 9 Mngadi, Katlehong, measuring 280 (two hundred and eighty) 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, two bedrooms, bathroom with outbuildings with similar construction comprising of 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, 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.

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

Saak 91/24920

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Allied Bouvereniging Bpk.**, Eiser, en **Iqbal Morad,** 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 De Klerk, Vermaak & Vennote, Overvaalgebou, Krugerlaan 28, Vereeniging, op 12 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 97, Zakariyya Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Paprikastraat 97, Zakariyya Park-uitbreiding 1, grootte 600 (seshonderd) vierkante meter.

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

Hoofgebou: Sitkamer, eetkamer, kombuis, badkamer/toilet, drie slaapkamers en aparte waskamer.

Buitegeboue: Geen.

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, Posbus 1588, Johannesburg. (Tel. 331-6521.) (Verw. Rossouw/cw/03/AF110.)

Saak 8549/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA Bank Bpk.,** (voorheen handeldrywende as Bankorp Bpk.) Eiser, en **Smit, Noeline Olga,** 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 12de Straat 56, Springs, op 13 Augustus 1993 om 11:00, 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 162, Petersfield-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Kentsirkel 10, Petersfield, Springs, grootte 1 576 (een vyf sewe ses) vierkante meter.

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

Hoofgebou: Sitkamer, eetkamer, TV-kamer, kombuis, opwasvertrek, drie slaapkamers, badkamer/stort en aparte toilet, gang en werkskamer.

Buitegeboue: Motorhuis, bediendekamer, toilet en swembad.

Konstruktueer: Baksteen met sink.

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, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/B274.)

Case 11633/93
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 der Merwe, Dennis Stephen,** First Execution Debtor, and **Van der Merwe, Terry Ann Eleanor,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 6 August 1993 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain: Erf 1077, situated in the Township of Brakpan-Noord Extension 3, Registration Division IR, Transvaal, being 3 Roux Street, Brakpan-Noord Extension 3, measuring 870 (eight hundred and seventy) square metres.

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

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

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

Dated at Johannesburg this 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, P.O. Box 61677, Marshalltown, Johannesburg. (Tel. 838-5451.) (Ref. Foreclosures/bt.)

Saak 12649/93

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

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Mabuya Molefe Petros,** Verweerder

Volgens vonnis van bogemelde Hof, sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 12 Augustus 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 2376, Dhlamini-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 242 vierkante meter, geleë te Huis 2376, Dhlamini, Soweto.

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

Datum: 25 Junie 1993.

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

Saak 10025/93

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

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Odekerken, Kathleen Glenda,** Eerste Verweerder, en **Odekerken, Peter Nicolas,** Tweede Verweerder

Volgens vonnis van bogemelde Hof, sal per veiling die volgende eiendom op 12 Augustus 1993 om 10:00, verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Deel 38, soos getoon en vollediger beskryf op Deelplan 97/81, in die gebou of geboue bekend as Clarendon Heights, waarvan die vloeroppervlakte 83 vierkante meter groot is, ook bekend as Woonstel 406, Clarendon Heights, hoek van Twist- en Brucestraat, Berea, Johannesburg.

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

Datum: 25 Junie 1993.

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

Case 13516/93
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 **Johnson, Charles William,** First Execution Debtor, and **Johnson, Rita Susan,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 12 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, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Erf 3054, situated in the Township of Glenvista Extension 6, Registration Division IR, Transvaal, being 24 Thaba'Nchu Street, Glenvista Extension 6, Johannesburg, measuring 1 960 (one thousand nine hundred and sixty) 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, study, laundry/scullery, pantry, three bedrooms, two and a half bathrooms with outbuildings with similar construction comprising of two garages, servant's room, bathroom and swimming-pool.

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

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

Dated at Johannesburg this 29th day of June 1993.

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

Case 13287/93
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 **Christodoulou, Basilios,** 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 12 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 3384, situated in the Township of Glenvista Extension 6, Registration Division IR, Transvaal, being 64/66 Thaba Bosigo Street, Glenvista Extension 6, Johannesburg, measuring 1 031 (one thousand and thirty-one) square metres.

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

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

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

Dated at Johannesburg this 29th day of June 1993.

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

Saak 12651/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Kelly Jean,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 12 Augustus 1993 om 10:00, verkoop word deur die Balju, te Marshalltown 131, Johannesburg, op voorwaardes wat by sy kantoor, ingesien kan word:

Erf 99, Meredale-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 2 179 vierkante meter, geleë te Thomasstraat 46, Meredale.

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

Enkelverdiepingwoonhuis met sitkamer, eetkamer, familiekamer, studeerkamer, vyf slaapkamers, drie badkamers, kroeg, kombuis en waskamer, twee motorhuise en afdak, swembad, bediendekamer en toilet.

Datum: 25 Junie 1993.

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

Saak 11017/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Maila Madikana Reuben,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 12 Augustus 1993 om 10:00, verkoop word deur die Balju, te Marshalltown 131, Johannesburg, op voorwaardes wat by sy kantoor, ingesien kan word:

Erf 1261, Protea Glen-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 216 vierkante meter, geleë te Erf 1261, Protea Glen, Soweto.

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

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

Datum: 25 Junie 1993.

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

Saak 6231/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Mbele Olga,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 12 Augustus 1993 om 10:00, verkoop word deur die Balju, te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor, ingesien kan word:

Erf 1432, Diepkloof-uitbreiding-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 375 vierkante meter, geleë te Huis 1432, Diepkloof-uitbreiding).

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

Enkelverdiepingwoonhuis met sitkamer, eetkamer, drie slaapkamers, twee badkamers/toilette, aantrekkamer, kombuis en motorhuis.

Datum: 25 Junie 1993.

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

Saak 12650/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Mnguni Kalatshi Alpheus,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 12 Augustus 1993 om 10:00, verkoop word deur die Balju, te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor, ingesien kan word:

Erf 540, Emdeni-uitbreiding 2, Dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 294 vierkante meter, geleë te Huis 540, Emdeni-uitbreiding 2, Soweto.

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

Enkelverdiepingwoonhuis met sitkamer, twee slaapkamers, badkamer en kombuis.

Datum: 25 Junie 1993.

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

Case 11867/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Hendricks, Billy Simon,** Defendant

In execution 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, 12 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 3020, Eldorado Park Extension 3 Township, Registration Division IQ, Transvaal, area 281 (two hundred and eighty-one) square metres, situated at 656 Olienhout Street, Eldorado Park Extension 3, Johannesburg.

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

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

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

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. FöreclosuresN5:NT351.)

Saak 3011/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **Stadsraad van Nelspruit,** Eiser, en **S. E. Lundy,** Verweerder

Eksekusieverkoping gehou te word te Landdroskantoor, Besterstraat, Nelspruit, op 13 Augustus 1993 om 10:00, van:

Erf 674, geleë in die geproklameerde dorpsgebied van Sonheuwel-uitbreiding 1, Nelspruit, Retgistrasieafdeling JT, Transvaal, groot 1 848 (eenduisend agthonderd agt-en-veertig) vierkante meter.

Die eiendom is geleë en staan bekend as Erf 674, Sonheuwel-uitbreiding 1, Nelspruit.

Verbeterings bestaan uit: 'n Leë erf.

'n Substansiële bouvereniging verband kan gereël word vir die goedgekeurde koper.

Terme: 10% (tien persent) kontant op die dag van die verkoping en die balans teen oordrag wat verseker moet word deur 'n goedgekeurde waarborg wat verskaf moet word binne 21 (een-en-twintig) dae na datum van die verkoping.

Die verkoopsvoorwaardes kan ingesien word by die kantore van die Adjunkbalju, Nelspruit.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/pd/H3807.)

Saak 7843/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Mohafa Edwin,** Eerste Verweerder, en **Mohafa Maria Lindiwe,** Tweede Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die volgende eiendom op 12 Augustus 1993 om 10:00 verkoop word deur die Balju te Marshallstraat 131, Johannesburg, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1966, Protea Glen-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 264 vierkante meter, ook bekend as Erf 1966, Protea Glen-uitbreiding 1, Soweto.

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

Datum: 25 Junie 1993.

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

Saak 15492/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NBS Bank Bpk.** (Reg. No. 87/01384/06), Eiser, en **G. J. Richardson,** Identiteitsnomer 5707065014008, Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 13 Augustus 1993 om 10:00, te die eiendom geleë aan Sangirostraat 33, Stilfontein-uitbreiding 4, per publieke veiling verkoop word:

Erf 3424, geleë in die dorp Stilfontein-uitbreiding 4, Registrasieafdeling IP, Transvaal, groot 748 (sewhonderd agt-en-veertig) vierkante meter, gehou kragtens Akte van Transport T27308/1991.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Bestaande uit 'n woonhuis met die volgende: Enkelverdiepingwoonhuis met teëldak en baksteenmure, vloere: volvloermatte en novilon, drie slaapkamers, badkamer, twee toilette, aantrekkamer, sitkamer, eetkamer, kombuis, motorhuis, buite-toilet en omheining: Betonmure.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 14 (veertien) dae na veiling.
3. Besit en okkupasie teen betaling van die deposit en kostes.
4. Verdere voorwaardes by Balju ter insae.
5. Koper betaal BTW op alle belasbare lewerings.

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

J. H. Coetzee, vir Kantor, Du Toit & Coetzee, Eerste Verdieping, NBS-gebou, Boomstraat, Klerksdorp, 2570. (Verw. mev. Immelman/N149.)

Saak 7678/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Bloemfontein Board of Executors and Trust Co. Ltd,** Eiser, en **Pieter Hendrik Henning,** Eerste Verweerder, en **Anna Henning,** Tweede Verweerder (in hul hoedanigheid as Trustees van die Piet Henning Trust)

Ingevolge 'n uitspraak van hierdie Hof en eksekusiebevel, gedateer 4 Junie 1993, word die onroerende eiendom hierna genoem, in eksekusie verkoop op 10 Augustus 1993, te die kantore van die Balju, Pretoria-Sentraal, Tweede Verdieping, Sinodalesentrum, Visagiestraat 228, Pretoria:

Die voormelde eiendom is Erf 37, Hatfield-dorpsgebied, Registrasieafdeling JR, Transvaal, beter bekend as Arcadiastraat 1038, Hatfield, Pretoria, groot 2 552 (tweeduisend vyfhonderd twee-en-vyftig) vierkante meter.

Laasgenoemde eiendom bestaan uit die volgende verbeterings:

Dubbelverdieping, vier slaapkamers, twee badkamers, kombuis, opwaskamer/spens, sitkamer, eetkamer, studeerkamer, balkon, bediendekamer met badkamer, swembad, tennisbaan, sauna, twee motorhuise, granny flat en muuromheining met elektroniese hekke.

Die eiendom is verbeter maar niks word gewaarborg nie. Die verkoopvoorwaardes kan nagegaan word by die kantore van die Balju, Pretoria-Sentraal, te Sinodalesentrum, Visagiestraat 228, Pretoria, en bestaan hoofsaaklik uit:

1. *Terme:* Die koper moet 'n deposito van 10% (tien persent) van die kooprys, Balju se fooie en agterstallige belasting 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 prokureurs goedgekeur is, die waarborg aan die Balju binne 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

2. Die koper sal aanspreeklik wees vir betaling van afslaersgelde op die dag van die verkoping.

Geteken te Pretoria hierdie 29ste dag van Junie 1993.

P. J. Kloppers, vir Malan & Steyn, Prokureur vir Eiser, Derde Verdieping, R & J-gebou, Kerkstraat 421, Arcadia. (Tel. 322-7012.) (Verw. P. J. Kloppers/858/sds.)

Saak 3156/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **M. E. Gouws NO,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 4 Mei 1993, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, Pretoria-Oos, op 11 Augustus 1993 om 10:00, te kantoor van die Balju, Strubenstraat 142, Pretoria, aan die hoogste bieër verkoop:

Erf 556, van die dorp Lynnwood Glen, ook bekend as Blantonstraat 74, Lynnwood Glen, Registrasieafdeling JR, Transvaal, gehou kragtens Akte van Transport T43323/1964, groot 2 378 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 vier slaapkamers, drie aparte toilette, sitkamer, gesinskamer, kombuis, twee badkamers, twee aparte storte, eetkamer, studeerkamer, waskamer, dubbelgarage met bediendekamer en toilet, stoorkamer, swembad en boorgat.

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 bouverengiging-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 2de dag van Julie 1993.

Van Zyl Le Roux & Hurter Ing., Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. mnr. Laubscher/CR/42526.)

Case 13935/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Meiring: Gerald Malcolm,** First Defendant, and **Meiring Mathilda Louise,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 12 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 and which may be inspected at the office of the Sheriff, of the Supreme Court, prior to the sale:

Certain Erf 1001, Ridgeway Extension 4 Township, Registration Division IQ, Transvaal, area 1 040 (one thousand and forty) square metres, situation 24 Fiona Road, Ridgeway Extension 4.

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 and with precast and brick walls around property.

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

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

F. J. R. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5:NT175.)

Case 05668/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Keet: Johannes Lodewikus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 22B Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, on Wednesday, 11 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 Plot 65, Protea Ridge Agricultural Holdings, Registration Division IQ, Transvaal, area 2,0215 (two comma nought two one five) hectares, situation Plot 65, Sterkfontein Road, Krugersdorp.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be 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 6th day of July 1993.

F. J. R. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN140:NC116.)

Case 10083/88

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Bartlett: Freddy,** 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, 12 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 4580, Eldorado Park Extension 8 Township, Registration Division IQ, Transvaal, area 317 (three hundred and seventeen) square metres, situation 44 Abraham Andrews Street, Eldorado Park Extension 8, Johannesburg.

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

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

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

F. J. R. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresN5:NT345.)

Saak 1469/92

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen **ABSA Bank Bpk.** (United Bank Division), Eksekusieskuldeiser, en **B. E. Smith,** Eerste Eksekusieskuldenaar, en **J. E. M. J. Smith,** Tweede Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Delmas, gedateer 16 Februarie 1993, sal 'n eksekusieverkoping gehou word by die Landdoskantoor, Delmas, op 20 Augustus 1993 om 10:00, van die ondervermelde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Balju van die Landdroshof gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, voor die verkoping ter insae sal lê:

Gedeelte 1 van Erf 10, Delmas-dorpsgebied, en resterende gedeelte van Erf 10, Delmas-dorpsgebied, Registrasie-afdeling IR, Transvaal, gehou kragtens Akte van Transport T5761/1992.

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

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

Geteken te Delmas op hierdie 25ste dag van Junie 1993.

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

Case 21892/92
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 **Storm: Dawid Johannes,** First Execution Debtor, and **Storm: Fredericka Petro,** Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 12 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 1089, situated in the Township of Birchleigh Extension 1, Registration Division IR, Transvaal, being 27 Springbok Avenue, Birchleigh Extension 1, Kempton Park, measuring 991 (nine hundred and ninety-one) square metres.

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

A detached single storey brick built residence under tiled roof, comprising kitchen, lounge/dining-room, family room, three bedrooms, two bathrooms with outbuildings with similar construction, comprising two carports, toilet, granny flat 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, 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 5th 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.)

Saak 5275/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.,** Eksekusieskuldeiser, en **I. T. Lehloo,** en **M. S. M. Lehloo,** Verweerders/Eksekusieskuldenaars

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 9 Oktober 1992, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 6 Augustus 1993 om 10:00, by die Landdroskantore, Vanderbijlpark:

Beskrywing: Sekere verbeterde eiendom geleë in die dorpsgebied Sebokeng Unit 14, Registrasieafdeling IQ, Transvaal.

A: Synde: Erf 19658, groot 264 (tweehonderd vier-en-sestig) vierkante meter.

B: Erf 19659, groot 286 (tweehonderd ses-en-tagtig) vierkante meter.

Drieslaapkamerhuis, teëldakwoning met studeerkamer, enkelbadkamer, dubbel garages met draadomheining, gebou oor die twee eiendomme. Die straatadres van die eiendom is 19658/9 Zone 14, Sebokeng.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 16de dag van Junie 1993.

E. H. Lyell, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21, Vereeniging, Posbus 83, Vereeniging. (Tel. (016) 21-4471.)

Saak 2042/92

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

In die saak tussen **NBS Bank Bpk.** (voorheen handeldrywende as Natal Bouvereniging Bpk., Reg. No. 87/01384/06), Eiser, en **Piet Mabitsela,** Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros Kempton Park, en 'n lasbrief vir eksekusie gedateer 26 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 1282, Tembisa-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 285 (tweehonderd vyf-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 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 23ste dag van Junie 1993.

N. J. Nel, vir Nel & Oosthuizen, Longstraat 25, Kempton Park. (Verw. mev. Cloete/M125/RIM724.)

Saak 1523/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Nedcor Bank Ltd** (51/00009/06), Eiser, en **Kefentse Victor Lioma,** Eerste Verweerder, en **Desiree Zandile Lioma,** Tweede Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 5 April 1993, die Verweerder se reg op huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 20 Augustus 1993 om 10:00, by die Landdroskantoor, Vanderbijlpark, te wete:

Alle reg, titel en belang in die huurpag ten opsigte van:

Perseel 229, in die dorpsgebied Sebokeng Eenheid 10-uitbreiding 3, Registrasieafdeling IQ, Transvaal, groot 475 (vierhonderd vyf-en-sewentig) vierkante meter.

Verbeterings ten opsigte waarvan geen waarborge gegee word nie: Drieslaapkamerhuis met sitkamer, eetkamer, kombuis, twee badkamers en motorhuis.

Verkoopvoorwaardes:

1. Die reg sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig en die regte van 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 14 (veertien) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 (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 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, Prokureur vir Eiser, Rooth & Wessels, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Case 2836/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The African Bank Ltd,** Plaintiff, and **Babana Lazarus Khumalo,** First Defendant, and **Poppy Sophie Khumalo,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Wonderboom, on Friday, 13 August 1993 at 11:00, at the office of the Sheriff Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills, old Warmbaths Road, Bon Accord) of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

All right, title and interest in the leasehold in respect of Erf 5599, Mamelodi Township, Registration Division JR, Transvaal, known as 5599 Section O, Mamelodi, extent 300 square metres, held under Certificate of registered Grant of Leasehold TL65074/1988.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling consisting of two bedrooms, dining-room, kitchen, outbuildings consist of garage, toilet and servants' quarters. Property is fenced.

Terms: The sale is with reserve. Deposit of 10% (ten per centum) 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 the Plaintiff's attorney and to be furnished to the Sheriff, Wonderboom, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Dated at Pretoria this 5th day of July 1993.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Beach/jm/57098.)

Saak 6428/93

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 **Saayman Investments BK,** Eerste Verweerder, en **S. Bitzos,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 9 Junie 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 Eenheid 24, Glen Mykonos, geleë te Erf 1869, dorpsgebied Glen Marais-uitbreiding 10, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 96 (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, teëldak, bestaande uit sitkamer, drie slaapkamers, twee badkamers, twee toilette en kombuis.

Buitegeboue bestaan: Motorhuis, oprit en swembad in kompleks.

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 30ste 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/N818/CDN502.)

Saak 4506/93

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

In die saak tussen **Saambou Bank Bpk.,** voorheen bekend as Saambou-Nasionale Bouvereniging Bpk. (Reg. No. 87/05437/06), Eiser, en **M. P. Steyn,** Eerste Verweerder, en **F. S. Steyn,** Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park, en 'n lasbrief vir eksekusie gedateer 9 Junie 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 Gedeelte 2 van Erf 366, dorpsgebied Bredell-landbouhoewes-uitbreiding 1, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 9 902 (negeduisend negehonderd en twee) vierkante meter.

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

Buitegeboue bestaan: Twee motorhuise: Eiendom is omhein met draad.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 1ste dag van Julie 1993.

J. H. B. Schnetler, vir Badenhorst—Schnetler Barnard Ing., Eerste Verdieping, Hees en van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Elias/S1161/CDS174.)

Case 10780/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Erasmus: Johannes Francois,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 11 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 the farm Humbug 514, Registration Division JQ, Transvaal, area 1,6495 (one comma six four nine five) hectares.

Situation: Remaining Extent of the farm Humbug 514, Hekpoort.

Improvements (not guaranteed): A house under tiled roof consisting of two bedrooms, bathroom, kitchen, dining-room and family room with study.

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 30th day of June 1993.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorney, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foreclosures N8:NK1.)

Saak 821/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Natal Bouvereniging Bpk.,** Eiser, en **D. M. M. Maleke,** 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 20 Augustus 1993 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Landdroshof, verkoop word:

Erf 135, Zone 10, Sebokeng, Vanderbijlpark, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Vanderbijlpark, gehou kragtens Verbandakte BL64206/89, grootte 338 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteenwoonhuis onder teëldak bestaande uit sitkamer, eetkamer, een en 'n half badkamers, twee toilette, kombuis, drie slaapkamers, draadomheining en geen motorhuis of 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 Vanderbijlpark hierdie 28ste dag van Junie 1993.

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

Case 10503/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Coetzee: Francois Philippus,** 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, 12 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 1069, Westdene Township, Registration Division IR, Transvaal, area 558 (five hundred and fifty-eight) square metres.

Situation: 63 Ararat Street, Westdene.

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

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

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. Foeclosures N4:NB103.)

Saak 130268/92

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Eerste Nasionale Bank Bpk.,** Eiser, en **P. V. Ward,** Eerste Verweerder, en **J. B. Ward,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Vereeniging, en 'n lasbrief vir eksekusie gedateer 23 Februarie 1993, sal die volgende eiendom in eksekusie verkoop word te, die Balju vir Vereeniging se kantoor, 41A Beaconsfield Laan, Vereeniging, op 6 Augustus 1993 om 10:00, aan die hoogste bieder naamlik:

Erf 8, Mid Ennerdale-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T35907/90, ook bekend as 8 Negende Laan, Ennerdale.

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

Hoofgebou: Gepleister met geteëlde dak, sitkamer, twee slaapkamers, badkamer, gang en kombuis.

Buitegeboue: Geen.

Titelakte voorwaarde: Streng vir woning doeleindes alleenlik.

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

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

Gedateer te Johannesburg op hierdie 28ste dag van Junie 1993.

Alberts Van Biljon & Schickerling, Eerste Verdieping, Protea Sentrum, Highstraat, Brixton. (Verw. Alberts JA 206.92B.)

Case 7281/89

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

In the matter between **First National Bank,** Plaintiff, and **H. P. C. Buitenbach,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 4 September 1992, and subsequent warrant of execution the following property will be sold in execution on 6 August 1993 at 15:00, at the offices of the Sheriff, Springs, Fourth Street, Springs, namely:

Erf 127, Geduld Township, held by Deed of Transfer T10929/9188, measuring 495 square metres, Registration Division IR, Transvaal.

Description of the property: Brick building, zinc roof, three bedrooms, toilet, bathroom, kitchen, lounge, garage and servant's room.

Terms: Ten per centum (10%) of the purchase price and four per centum (4%) auctioneer's charges (minimum R10) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale. The purchaser shall be liable to pay interest at the rate of 20% (twenty per cent) per annum from the date of sale until the date of transfer of the property to the secured creditor, namely, First National Bank, in whose favour bonds are registered over the property. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

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

B. Cooper, for Ivan Davies Theunissen, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. Mr Ashton/NK/DN2411.)

Saak 16736/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Stadsraad van Pretoria,** Eksekusieskuldeiser, en **J. W. S. Maritz,** Eksekusieskuldenaar

Kragtens 'n uitspraak in die Hof van die Landdros Pretoria, en 'n lasbrief vir eksekusie gedateer 28 April 1993, sal die onderstaande eiendom op 5 Augustus 1993 om 10:00, te die kantoor van die Balju Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 2 van Erf 1533, gelë in die dorpsgebied Pretoria, Registrasieafdeling JR, Transvaal, bekend as Court 210, Pretoria.

Beskrywing: Woonhuis bestaande uit sitkamer, kombuis, spens, TV-kamer, toilet, badkamer, drie slaapkamers, motorhuis, afdak, bediendekamer en toilet.

Verbandhouers: Trustbank, hoek van Schubart- en Visagiestraat, Pretoria.

Terme: Die verkoopvoorwaardes wat op die verkoping betrekking het, lê ter insae by die Balju Landdroshof Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Die belangrikste voorwaardes daarin vervat is die volgende:

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

Gedateer te Pretoria op hede die 29ste dag van Junie 1993.

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

Case 8700/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Fidelity Bank (Pty) Ltd,** Plaintiff, and **Moreleta Park Hardware and Garden Centre CC,** First Defendant, and **Louis Barend Marais,** Second Defendant, and **Walter Cedric Brown,** Thrid Defendant, and **Petronella Catharina Marais,** Fourth Defendant, and **Ethel Jessie Brown,** Fifth 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 Pretoria East at the office of the Sheriff, at 142 Struben Street, Pretoria, on 11 August 1993 at 10:00, of the undermentioned property of the Third Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff prior to the sale:

Certain Erf 359, Die Wilgers Extension 9, Registration Division JR, Transvaal (situated at 117 Power Avenue, Die Wilgers), measuring 1 250 square metres, held under and by virtue of Deed of Transfer T27570/1979.

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

Improvements: Residential dwelling consisting of four bedrooms, double garage and servants' quarters.

Reserve price: Without reserve.

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

Auctioneer's charges: Payable on the date of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter at 3% (three per centum) on the balance, subject to a maximum fee of R5 000 and a minimum fee of R50.

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

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mr Leinberger/RM/S608.)

Saak 6680/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Livingwater Developments (Edms.) Bpk.**, Verweerder

Ten uitvoerlegging van 'n vonnis wat die Landdroshof, Pietersburg, toegestaan het op 27 November 1992, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 18 Augustus 1993 om 10:00, te Uitspranrylaan 153, Bendor, Pietersburg, aan die hoogste bieder, naamlik:

Erf 56, geleë in die dorpsgebied Bendor, Registrasieafdeling LS, Transvaal, groot 1 487 (eenduisend vierhonderd seween-tagtig) vierkante meter, gehou kragtens Akte van Transport T69370/91.

Terme: Die veilingskostes plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) 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, te Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 10de dag van Maart 1993.

P. C. Calitz, vir Steytler, Nel & Calitz, Eerste Verdieping, Pioniersentrum, Marestraat 52, Posbus 496, Pietersburg, 0700.

Case 4184/93

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

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Robin Mark Stanley,** First Defendant, and **Mrs Amanda Stanley,** Second Defendant

Pursuant to a judgment of the above Honourable Court, dated 17 February 1993, and a warrant of execution dated 14 April 1993, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 20 August 1993 at 10:00, in front of the Court-house, Fox Street Entrance, Johannesburg:

Certain Erf 380, Regents Park Township, Registration Division IR, Transvaal, situation 60 Victoria Street, Regents Park, Johannesburg.

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

Improvements: A dwelling of face brick under corrugated iron consisting of a lounge, three bedrooms, kitchen and bathroom.

Outbuildings: A garage and double servants' quarters, toilet and shower.

Area: 495 square metres, property is held under Deed of Transfer T38022/86.

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 an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg on this the 1st day of July 1993.

R. Reichman–Israelsohn, for Israelsohn Von Zwiklitz, Hunts Corner, 20 New Street South; P.O. Box 6467, Johannesburg. (Tel. 833-5514.) (Ref. BR2754/COLL/PM/LR.)

Case 567/90

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Johannes Marthinus Meyer,** Defendant

A sale in execution will be held on 20 August 1993 at Wonderboom, Portion 83, De Onderstepoort, Bon Accord, of:

Erf 566, situated in Dorandia Extension 10, Registration Division JR, Transvaal, measuring 892 square metres, known as 526 Fay Street, Dorandia Extension 10.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, tiled roof, fitted carpets, novilon, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, TV-room, double garages, concrete walls, swimming-pool, bore-hole, drive pavings, sceenwalls and gates.

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

Solomon, Nicolson, Rein & Verster, Plantiff's Attorney. (Ref. Mr Stolp/RH/M.8487.)

Saak 24732/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Annemarie Swanepoel,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 9 Februarie 1993 en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 13 Augustus 1993 om 11:00, by die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder:

Gedeelte 113 ('n gedeelte van Gedeelte 2), van die plaas Lusthoff 114, Registrasieafdeling JR, Transvaal, groot 8,5653 hektaar, gehou kragtens Akte van Transport T47158/91, geleë in die distrik Wonderboom.

Daar is geen reserweprys nie.

Die eiendom bestaan uit 'n woonhuis met vier slaapkamers, drie badkamers, sit/eetkamer, T.V.-kamer, studeerkamer, twee kombuise, naaldwerkkamer, garage, twee stoorkamers en 'n boorgat. Eiendom is omhein met doringdraad. Geen waarborg word in hierdie verband gegee nie.

Terme en voorwaardes:

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof, Wonderboom, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantoor van die Balju, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord.

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

Tim Du Toit & Kie. Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 325.2277/88.) (Verw. mnr. De Vos/mvz.)

Case 232/93

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

In the matter between **United Bank,** a Division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Pamela Louise Aitken,** First Defendant, and **Henry Aitken,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 February 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 August 1993 at 11:15, at the Sheriff of the Court, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Holding 120, Bartlett Agricultural Holdings Extension 2, situated at 120 Ridge Road, in the Township of Bartlett Agricultural Holdings Extension 2, District of Boksburg, measuring 2,0655 (two comma nought six five five) hectares.

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

Building built of brick and plaster, iron roof, comprising an entrance-hall, lounge, dining-room, three bedrooms, one w.c., kitchen and a bathroom with a shower.

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

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

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

Hammond Pole & Dixon, Attorneys for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) [Ref. Mrs Teixeira/AU0084 (AU84).]

Case 34500/92

IN THE SUPREME COURT OF SOUTHERN AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Khonzani: Hopson Zwelitsha,** 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, Johria Hof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 11 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 all the right, title and interest in the 99 Year Leasehold in respect of Site 9261, Tokoza Extension 2 Township, Registration Divison IR, Transvaal, area 315 (three hundred and fifteen) square metres, situation Site 9261, Tokoza Extension 2.

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

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

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

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresF32:CA19.)

Saak 4373/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaat Provinsiale Afdeling)

In die saak tussen **Bloemfontein Board Nominees Ltd,** Eiser, en **P. K. J. van Wyk,** Verweerder

Ter uitvoering van die uitspraak gelewer in bogemelde saak op 3 Januarie 1991, en vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 20 Augustus 1993 om 11:00, te die kantore van die Balju, Pretoria-Noord, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, distrik Pretoria:

Sekere Gedeelte 109 ('n gedeelte van Gedeelte 1), van die plaas Bultfontein 107, geleë in die Registrasieafdeling JR, distrik Pretoria, groot 35,9743 (vyf-en-dertig komma nege sewe vier drie) hektaar, gehou kragtens Transportakte T17198/68.

Verbeterings: Woonhuis met drie slaapkamers, badkamer, sitkamer, eetkamer en kombuis.

Buitegeboue: Twee garages, twee toilette, agt bediendekamers en stoor.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op die Hooggeregshof, No. 59 van 1959, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 20,54% (twintig komma vyf vier persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Pretoria-Noord, te Gedeelte 83, De Onderstepoort, ou Warmbad, Bon Accord, distrik Pretoria, en Rossouw & Vennote, Tweede Verdieping, SA Property House, Elizabethstraat 6, Bloemfontein. Tel. (051) 305870, ingesien word.

Geteken te Bloemfontein hierdie 6de dag van Julie 1993.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureurs vir Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Case 507/91

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

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and **Ronald John Broadstock** and **Tina Jane Broadstock,** Execution Debtors

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as Erf 971, in the Town of Warmbaths Extension 5, Registration Division KR, Transvaal, in extent 1 276 square metres, held by Deed of Transfer 68282/88, will be sold in front of the Court-house of the above Court at 10:00, on 26 August 1993 without reserve and to the highest bidder:

Improvements (which are not warranted to be correct and not guaranteed): Three bedroomed brick dwelling under iron roof with two bathrooms, kitchen, lounge, dining-room and family room. Outbuildings consist of three garages, store-room, servant's room and toilet. Swimming-pool. Property fenced and situated on 22 Apiesdoring Avenue, Warmbaths.

The material conditions of the sale are:

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

2. The sale is voetstoots and subject to:

2.1 The Magistrate's Court Act and the rules made thereunder

2.2 the conditions of the title deed, and

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

Signed at Pietersburg on the 8th day of July 1993.

L. F. de Lange, for Meyer, Pratt & Luyt, c/o Lanser & Williams, 16 Sutter Road, P.O. Box 18, Warmbaths, 0480.

Case 536/91

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

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and **Karel Christiaan Frederick Venter,** Execution Debtor

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described as Erf 608, in the Town Warmbaths, Registration Division KR, Transvaal, in extent 1 487 square metres, held by Deed of Transfer T38462/89, will be sold in front of the Court-house of the above Court at 10:00, on 26 August 1993, without reserve and to the highest bidder.

Improvements (which are not warranted to be correct and not guaranteed): Ten double storey-flats under iron roof, each consisting of two bedrooms, bathroom, kitchen and lounge. Outbuildings consist of carport and toilet. Property fenced. A swimming-pool, five jacuzzi's and ablution block are also situated on the property.

The material conditions of the sale are:

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

2. The sale is voetstoots and subject to:

2.1 The Magistrate's Court Act and the rules made thereunder

2.2 the conditions of the title deed, and

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

Signed at Pietersburg on the 8th day of July 1993.

L. F. de Lange, for Meyer, Pratt & Luyt, c/o Lanser & Williams, 16 Sutter Road, P.O. Box 18, Warmbaths, 0480.

Case 9762/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **David Alexander Sutherland Watt,** First Defendant, and **Naomi Watt,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Court, corner of Klopper and Van Staden Streets, Rustenburg, on Friday, 13 August 1993 at 10:30, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Rustenburg, Van Velden-Duffey Building, 37 Steen Street, Rustenburg.

Portion 1 of Erf 474, situated in the Town of Rustenburg, Registration Division JQ, Transvaal, measuring 1 428 (one thousand four hundred and twenty-eight) square metres, held by virtue of Deed of Transfer T48021/89, and known as 17 Byron Street, Rustenburg North.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with tiled roof, carpeted and tiled floors, consisting of entrance hall, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/shower and toilet. Outbuildings consist of servant's room and toilet. There is a swimming-pool on the property.

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 are also payable by the purchaser on the day of sale.

Dated at Pretoria on this the 8th day of July 1993.

H. Abro, for Hack, Stupel & Ross, Attorneys for Plaintiff, Standard Bank Chambers, Church Square, Pretoria, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] [Ref. H. Abro/JD/HA2223(A).]

Saak 59/91

IN DIE LANDDROSHOF VIR DIE DISTRIK SWARTRUGGENS GEHOU TE SWARTRUGGENS

In die saak tussen **Die Dorpsraad van Swartruggens,** Eksekusieskuldeiser, en **J. A. Visser,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die geregsbode, Swartruggens te Landdroskantoor, Jan van Riebeeckstraat, Swartruggens op 6 Augustus 1993 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde geregsbode:

Sekere Erf 170, 171 en 172, in die voorstad van Swartruggens, Registrasieafdeling JP, Transvaal, ook bekend as Hertzogstraat, Swartruggens.

Verbetering (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Erf nie geen geboue nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier persent) afslaersgelde (minimum R10) in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 18,50% (agtien komma vyf nul persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Rustenburg op 2 Julie 1993.

Wessels & Le Roux, Prokureur vir Eksekusieskuldeiser, Tweede Verdieping, Unitedgebou, Steenstraat 60, Posbus 54, Rustenburg. [Tel. (0142) 2-0221] (Verw. AP/mev. M. Mare/MM01979 0300.)

Case 6809/88

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

In the matter between **Denver Finance (Pty) Ltd,** Plaintiff, and **Rodger Norman Pillay,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg and a warrant of execution dated 7 June 1988, the following property will be sold in execution, on 6 August 1993 at 10:00, at the Sheriff's Office at 41A Beaconsfield Avenue, Vereeniging, to the highest bidder:

Certain Portion 3 of Erf 6626, Ennerdale Extension 2, measuring 476 square metres, known as 3 Hedera Street, Ennerdale Extension 2.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds, in so far as these are applicable.

2. The following improvements on the property have been reported, but nothing is guaranteed: Zoned special Residential area.

3. *Terms:* The purchase price shall be paid as per 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 1st mortgage bond registered against the property to date of payment, within fourteen (14) days to be paid or secured by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Court, Vereeniging immediately prior to the sale, may be inspected at his office, Vereeniging and at the office of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

Dated at Johannesburg on this 1st day of July 1993.

E. A. Ronbeck, for Bredell & Murray, Plaintiff's Attorneys, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg. (Ref. Mrs Mazzola/Mrs Van Zyl/d06.)

Case 6810/88

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

In the matter between **Denver Finance (Pty) Ltd,** Plaintiff, and **Jonathan Ronnie Dearman,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Johannesburg and a warrant of execution dated 8 March 1993, the following property will be sold in execution on 6 August 1993 at 10:00, at the Sheriff's Offices, 41A Beaconsfield Avenue, Vereeniging to the highest bidder:

Certain Erf 3410, Ennerdale Extension 3, measuring 1 286 square metres, known as 24 First Avenue, Mid Ennerdale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder, and of the title deeds, in so far as these are applicable.

2. The following improvements on the property have been reported, but nothing is guaranteed: Zoned special Residential area.

3. *Terms:* The purchase price shall be paid as per 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 1st mortgage bond registered against the property to date of payment, within fourteen (14) days to be paid or secured by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Court, Vereeniging immediately prior to the sale, may be inspected at his office, Vereeniging and at the office of Bredell & Murray, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg.

Dated at Johannesburg on this 1st day of July 1993.

E. A. Ronbeck, for Bredell & Murray, Plaintiff's Attorneys, Suite 607, Nedbank Gardens, 33 Bath Street, Rosebank, Johannesburg. (Ref. Mrs Mazzola/Mrs Van Zyl/D06.)

Case 9543/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Yolanda van Tonder,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Pretoria East at 142 Struben Street, Pretoria, on Wednesday, 25 August 1993 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pretoria East, at 142 Struben Street, Pretoria.

1. (a) Section 66 as shown and more fully described on Sectional Plan SS294/85 in the scheme known as Cabana Glen in respect of the land and building or buildings situated at Faerie Glen Extension 1, City Council of Pretoria of which the floor area according to the said sectional plan is 116 (one hundred and sixteen) square metres, in extent and known as Flat 502, Cabana Glen, 377 Manitoba Street, Faerie Glen Extension 1, Pretoria; 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 Deed of Transfer ST73678/92.

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

A unit consisting of lounge, dining-room, kitchen, three bedrooms and two bathrooms.

2. (a) Section 41 as shown and more fully described on Sectional Plan SS294/85 in the scheme known as Cabana Glen in respect of the land and building or buildings situated at Faerie Glen Extension 1, City Council of Pretoria of which the floor area according to the said sectional plan is 17 square metres in extent, known as Garage 41, Cabana Glen; 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 Deed of Transfer ST73678/92.

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

A unit consisting of a garage.

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

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

Dated at Pretoria on this the 8th day of July 1993.

H. Abro, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] [Ref. H. Abro/JD/GT1156(B).]

Saak 8762/93

IN DIE HOOGGEREGSHOF VAN SUID AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Bpk. *versus* **Lotriet, Daniel Wessel**

Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 4 Mei 1993, sal die volgende eiendom op 19 Augustus 1993 om 10:00, deur die Balju, Vierde Verdieping, Standard Towers, Presidentstraat 247, Germiston, per publieke veiling verkoop word:

Die eiendom genaamd resterende gedeelte van Gedeelte 6 van Erf 16, Klippoortjie Agricultural, Lots-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te Parkhillweg 40, Klippoortjie met alle verbeterings daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 7 Julie 1993.

Otto Hayes, St Albansstraat 38, Brixton.

Case 4005/93

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

In the matter between **NBS Bank Ltd,** formerly trading as Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Matodzi Moses Kutama,** First Defendant, and **Sibongile Franscisca Kutama,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 21 June 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Stand 16834, Vosloorus Extension 26 Township, Registration Division IR, Transvaal, situated on 16834 Vosloorus Extension 26, in the Township of Vosloorus Extension 26, District of Boksburg, measuring 308 (three hundred and eight) square metres.

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

Building built of semi face brick and plaster, tiled roof, comprising of two bedrooms, kitchen, living-room, toilet and bathroom.

The conditions of sale:

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

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

Dated at Boksburg on this the 7th day of July 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. N7170F/Mrs Pierce.)

Case 4485/93

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 **Pieter Andreas van Zyl,** First Defendant, and **Annete Alta van Zyl,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 15 June 1993 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 695, Beyers Park Extension 12 Township, situated on 17 Eros Street, Beyerspark Extension 12, in the Township of Beyerspark Extension 12, District of Boksburg, measuring 847 (eight hundred and forty-seven) square metres.

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

Building built of brick and plaster, tiled roof, comprising lounge, dining-room, family room, kitchen, three bedrooms, bathroom, bathroom with shower, separate w.c., double garage and w.c.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. AF6244/Mrs Teixeira.)

Case 321/91

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

In the matter between **Allied Bank,** a division of ABSA Bank Ltd (Reg. No. 86/04794/06), Plaintiff, and **Jan Christiaan Kriek,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 6 February 1991 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 27 August 1993 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Portion 20 of Erf 174, Witfield, situated at 13 Bester Street, in the Township of Witfield, District of Boksburg, measuring 991 (nine hundred and ninety-one) square metres.

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

Building built of brick and plaster, tiled roof, comprising an entrance-hall, lounge, two bedrooms, bathroom, w.c., kitchen and a swimming-pool.

The conditions of sale:

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) [Ref. Mrs Teixeira/AF0708 (AU208).]

Case 10252/93
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IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of S.A. Ltd,** Execution Creditor, and **Mathe: Dumisani Sydwell,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suite, a sale without reserve will be held at the Sheriff's Office, Johannesburg, on 12 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: Portion 32 of Erf 1952, situated in the Township of Malvern, Registration Division IR, Transvaal, being 449 and 449A Fox Street, Malvern, Johannesburg.

Measuring: 1 952 (one thousand nine hundred and fifty-two) square metres.

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

A semi-detached single storey brick built residence with iron roof, both comprising kitchen, lounge/dining-room, family 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 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 9th day of July 1993.

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

Saak 11830/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

Saambou Bank Bpk. *versus* **Maier, Tracy Lynn**

Hofbevel toegestaan in die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), op 8 Junie 1993, sal die volgende eiendom op 12 Augustus 1993 om 10:00, deur die Balju, Vierde Verdieping, Standard Towers, Presidentstraat, Germiston, per publieke veiling verkoop word:

Die eiendom genaamd Erf 83, Bedfordview-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te 70 Bedford Place, Sovereignstraat, Bedfordview, met alle verbeteringe daarop.

Terme: 10% (tien persent) van die koopprys in kontant as 'n deposito op die dag van die verkoping en die balans by registrasie van transport, waarvoor bank- of bougenootskapwaarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoop.

Datum: 7 Julie 1993.

Otto Hayes, St Albansstraat 38, Brixton.

Case 10734/91

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

In the matter between **NBS Bank Ltd,** formerly trading as Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Thamie Joseph Zozi,** First Defendant, and **Gabisile Maria Zozi,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 30 December 1991, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 25 August 1993 at 10:00, at the Sheriff's Office, Johria Court, 4 Du Plessis Road, Forentia, Alberton, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 93, Tokoza Extension 2 Township, situated on 93 Tokoza Extension 2, in the Township of Tokoza Extension 2, District of Alberton, measuring 250 (two hundred and fifty) square metres.

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

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

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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, Alberton.

Dated at Benoni on this the 9th day of July 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666) (Ref. N7321P/Mrs Mattheys.)

Case 9590/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **P. R. Klaasen,** Defendant

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution, the property listed hereunder which was attached on 9 June 1993 will be sold in execution on Friday, 20 August 1993 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, to the highest bidder:

All right, title and interest in section 6 Merlynda Heights Kenilworth Township, in extent 79 (seventy-nine) square metres, situate at 34 Diering Street, 6 Merlynda Heights, Kenilworth.

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

Residence: Flat.

Rooms: Lounge, dining-room, kitchen, two bedrooms, bathroom, toilet, garden and parking.

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, Fox Street entrance, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Tel. 29-3913/4.)

Saak 4348/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Die Beheerliggaam van Ebenpark** Eiser, en **Melinda Rhoda Fourie,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 4 Februarie 1993, uitgereik deur die Hof te Pretoria, sal die volgende eiendom verkoop word deur die Balju te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat op 5 Augustus 1993 om 10:00, aan die hoogste bieër:

Eenheid 56, in die Deelskema bekend as Ebenpark SS129/86, geleë te Erf 3332, Pretoria-dorpsgebied, in die Plaaslike Bestuur Pretoria, groot 43 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel SGDT 129/86(56)(Unit), ook bekend as Ebenpark 314, Kerkstraat 233, Pretoria-Wes.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word onderhewig aan die bepalings van artikel 66 van Wet No. 32 van 1944, 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: Enkelwoonstel met mure gepleister en geverf. Woning bestaan uit slaapkamer, badkamer met toilet, sitkamer en kombuis. Die vloerbedekking is Sitkamer—teëls, kombuis—novilon, badkamer—sement en slaapkamer—mat.

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

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Pretoria-Wes, Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Geteken te Pretoria op die 30ste dag van Junie 1993.

Bloch Gross & Genote, Prokureurs vir Eiser, Charterhuis, Bosmanstraat 179, Pretoria. (Verw. mnr. Serfontein/ES/P1515/09.)

Saak 8124/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Khulu Themba,** Verweerder

Volgens vonnis van bogemelde Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 11 Augustus 1993 om 10:00, verkoop word deur die Balju te Johria Hof, Du Plessisweg 4, Florentia, Alberton, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 861, Likole-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 218 vierkante meter, geleë te Likole 861, Katlehong.

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

Datum: 13 Julie 1993.

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

Case 1173/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WHITE RIVER HELD AT WHITE RIVER

In the matter between **Town Council of White River,** Plaintiff, and **Niboloma Beleggings BK,** Defendant

In terms of a judgment granted and warrant of execution issued on 27 October 1992, the undermentioned property will be sold in execution at the Magistrate's Offices, Kruger Park Street, White River, on 27 August 1993 at 12:00:

Erf 1277, Portion 13, White River.

The property will be sold without reserve and subject to the terms and conditions of the Magistrates' Courts Act, to the highest bidder. The sale will be voetstoots and the conditions of sale are open to inspection during office hours at the offices of the Messenger of the Court, White River.

Signed at White River on this the 5th day of July 1993.

P. J. Lourens, for Schutte, Lüneburg, Botha & Partners, Kruger Park Street; P.O. Box 482, White River. (Ref. Mrs Terblanche S381/950.)

Saak 1173/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITRIVIER GEHOU TE WITRIVIER

In die saak tussen **Stadsraad van Witrivier,** Eiser, en **Niboloma Beleggings BK,** Verweerder

Ten uitvoerlegging van 'n vonnis en lasbrief vir eksekusie uitgereik in bogemelde Hof op 27 Oktober 1992, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantore te Kruger Parkstraat, Witrivier, op 27 Augustus 1993 om 12:00, naamlik:

Erf 1277, Gedeelte 13, Witrivier.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaarde van die Landdroshofwet en reëls aan die hoogste bieër verkoop word. Die verkoping sal geskied voetstoots en die voorwaardes van die verkoping sal gedurende kantoorure by die Balju van Witrivier, ter insae lê.

Geteken te Witrivier op hede die 5de dag van Julie 1993.

F. R. P. Schutte, vir Schutte, Lüneburg, Botha & Vennote, Kruger Parkstraat 8B; Posbus 482, Witrivier. (Verw. mev. Terblanche S381/950.)

Case 14900/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Luvuno Andries,** 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 12 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 1050, Township of Senaoane, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at 1050 Ameyane Street, Township of Senaoane.

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 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 the 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 9th 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. L23472/PC.)

Case 10154/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Zilwa Zukiswa Nobabalio,** 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 12 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 379, as shown and more fully described on Sectional Plan SS116/1983, in the scheme known as Highrise, in respect of the land and building or buildings, Registration Division IQ, Transvaal, measuring 49 (forty-nine) square metres, situated at Erf 379, Highrise Building, Primrose Terrace, Berea, Johannesburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single-storey dwelling, bedroom, 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 the 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 9th 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. Z23264/PC.)

Case 05114/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Ramashidza Mohulana William,** First Defendant, and **Ramashidza Selinah Tshimongadzo,** 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 12 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:

All right, title and interest in the leasehold in respect of Erf 734, Protea North Township, Registration Division IQ, Transvaal, measuring 273 (two hundred and seventy-three) square metres, situated at Erf 734, Protea 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 tiled roof, three bedrooms, bathroom, kitchen and lounge/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 the 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 8th 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. R20281/PC.)

Case 22028/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mashwe Kemalemang Mirriam,** 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 12 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 389, Mapetla Township, Registration Division IQ, Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 389 Mapetla 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, two bedrooms, dining-room and kitchen.

Outbuilding: Two garages.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the 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 9th 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. M16359/PC.)

Case 14898/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Myeni Nozinqwazi Anna,** 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 12 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 1080 Chiawelo Township, Registration Division IQ, Transvaal, measuring 298 (two hundred and ninety-eight) square metres, situated at Erf 1080, Chiawelo 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.

Outbuilding: Two garages and bathroom.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the 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 7th 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. M23475/PC.)

Case 03704/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Nxukumeshe, Dumizeni Winston,** First Defendant, and **Nxukumeshe, Rose,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 12 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:

All right, title and interest in the leasehold in respect of Portion 26 of Erf 343, Moroka Township, Registration Division IQ, Transvaal, measuring 396 (three hundred and ninety-six) square metres, situated at Portion 26 of Erf 343, Moroka 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, 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 the 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 8th 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. N19965/PC.)

Case 3930/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Sangion, Alistair Anthony,** First Defendant, and **Sangion, Jeanitta Jane,** 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 offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 12 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 584, Ennerdale Extension 1 Township, Registration Division IQ, Transvaal, measuring 323 (three hundred and twenty-three) square metres, situated at 53 Taurus Street, Ennerdale Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, two bathrooms, lounge, dining-room, kitchen and car-port.

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 the 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 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. S13908/PC.) C/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 7901/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Moodaley Madavan,** 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 offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 12 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 902, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 376 (three hundred and seventy-six) square metres, situated at 902 Cardamine Crescent, Zakariyya Park Extension 4 Township.

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 the 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. M23171/PC.) C/o N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case 10486/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Nkonzo Alfred,** 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, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 11 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, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 10166, Tokoza Extension 5 Township, Registration Division IR, Transvaal, measuring 252 (two hundred and fifty-two) square metres, situated at Erf 10166, Tokoza Extension 5 Township.

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 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. N23278/PC.)

Case 27232/92
PH 7

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Phokane Lenias Jomo,** 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 Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 11 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, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 6075, Moleleki Extension 2 Township, Registration Division IR, Transvaal, measuring 212 (two hundred and twelve) square metres, situated at Erf 6075, Moleleki Extension 2 Township.

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

Dwelling consisting of lounge, dining-room, kitchen, bedroom and bathroom/toilet.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 1st 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. No. P22578/SC.) (Ref. IMA/P22578/SC.)

Case 8667/90
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 **Sehlako Thapelo Sammuel,** 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 Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 11 Augustus 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, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 299, Mngadi Township, Katlehong, Registration Division IR, Transvaal, measuring 372 square metres, situated at Erf 299, Mngadi Township, Katlehong.

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

Dwelling consisting of three bedrooms, kitchen, lounge, dining-room and bathroom/toilet.

The property is zoned Residential.

Terms: 10% (ten per cent) of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 this 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. No. S16802/SC.) (Ref. IMA/S16802/SC.)

Case 5827/92
PH 7

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

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Kamela Sipho Lucas,** First Defendant, and **Kamela Agnes Moipone,** 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 Johriahof, 4 Du Plessis Street, Florentia, Alberton, on 11 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, Johriahof, 4 Du Plessis Street, Florentia, Alberton, prior to the sale:

Erf 139, Spruitview Extension 1 Township, Registration Division IR, Transvaal, measuring 401 (four hundred and one) square metres, situated at Erf 139, Spruitview Extension 1 Township.

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

Dwelling under tiled roof, lounge, kitchen, three bedrooms, bathroom, toilet 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 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. No. K19037/SC.) (Ref. IMA/K19037/SC.)

Case 13390/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Peter: Hendorson,** 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, Vanderbijlpark, Main Entrance-hall, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 13 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 608, Sebokeng Unit 6 Extension 1 Township, Registration Division IQ, Transvaal, situated at Lot 608, Sebokeng Unit 6 Extension 1, area 299 (two hundred and ninety-nine) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under tiled roof, staff quarters, rick driveway and property enclosed.

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 12th day of July 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. OZ9E/mgh/tf.)

Case 07534/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedperm Bank Ltd,** Plaintiff, and **Srand 265 Orchards CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 12 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 Remaining extent of Erf 265, Orchards Township, Registration Division IR, Transvaal, situated at 243B Louis Botha Avenue, Orchards, area 1 514 (one thousand five hundred and fourteen) square metres.

Improvements (not guaranteed): Three offices, three toilets and hand-wash-basins, kitchen, boardroom, strong-room, show room, reception area, under iron roof, garage, two store-rooms, concrete driveway, enclosed with precast walls.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. BR117E/mgh/tf.)

Case 13391/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Jenkins, Terence Gilbert,** 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, 12 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 1125, Rosettenville Extension Township, Registration Division IR, Transvaal, situated at 38 George Street, Rosettenville Extension, area 519 (five hundred and nineteen) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, dining-room, family room, garage/store-room, under iron roof, staff quarters, concrete driveway and enclosed with precast walls.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NY37E/mgh/tf.)

Case 13743/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plainiff, and **Mbele, Boyi Boyi Josiah,** 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, 12 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 prior to the sale:

Certain all right, title and interest in the leasehold in respect of Lot 2613 Orlando East Township, Registration Division IQ, Transvaal, situated at Erf 2613 Orlando East, area 363 (three hundred and sixty-three) square metres.

Improvements (not guaranteed): Bedroom, kitchen, dining-room, two garages/store-rooms, under iron roof, concrete driveway and enclosed with wire fencing.

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

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. N09E/mgh/tf.)

Case 12980/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mathabathe: Chipane Obed,** 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, 12 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 13945, Diepkloof Township, Registration Division IQ, Transvaal, situated at Erf 1201 (formerly 13945) Zone 1, Diepkloof, area 415 (four hundred and fifteen) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, under asbestos roof, enclosed with precast and brick walls and 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 29th day of June 1993.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NO8E/mgh/tf.)

Case 12977/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Jones: Howard,** 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, 12 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 287, Meredale Extension 2 Township, Registration Division IQ, Transvaal.

Situation: 1 Valk Avenue, Meredale, area 1 212 (one thousand two hundred and twelve) square metres.

Improvements (not guaranteed): Three bedrooms, one and a half bathrooms, kitchen, lounge, dining-room, family room, study, garage/store-room, swimming-pool, under tiled roof, staff quarters with outside toilet, brick driveway and enclosed with precast walls.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of either (i) 10% (ten per cent) of the purchase price or (ii) 10% (ten per cent) of the balance owing on the home loan account which the Defendant has with the Plaintiff in this matter, whichever is the greater, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society 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 29th day of June 1993.

Maisels Smith & Lowndes, Attorneys for Plaintiff, 12th Floor, Medical Centre, 209 Jeppe Street, Johannesburg. (Tel. 337-3142.) (Ref. NY28E/mgh/tf.)

Saak 2231/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **NBS Bank Bpk.,** Eiser, en **R. L. Lesikare,** Eerste Verweerder, en **M. J. Lesikare,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Westonaria en lasbrief vir eksekusie gedateer 5 November 1992, sal die ondervermelde eiendom op 20 Augustus 1993 om 10:00, voor die Landdroshof te Westonaria, aan die hoogste bieder geregtelik verkoop word:

Erf 3340, Bekkersdaldorpsgebied, Registrasieafdeling IQ, Transvaal, groot 420 vierkante meter, geleë te 3340 Bekkersdal.

Verbeterings: Woonhuis 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, belasting 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 kantoorure 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, vir Venter Von Abo & Kie., Quo Vadis-sentrum, Pakemanstraat 7, Westonaria. (Tel. 753-1155/6.)

Saak 2521/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.,** Eksekusieskuldeiser, en **M. P. Espag,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 18 Mei 1993, toegestaan is, op 13 Augustus 1993 om 09:00, te Erf 3019, Dienspad 129, Uitbreiding 16, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Erf 3019, geleë in die dorpsgebied van Witbank, Registrasieafdeling JS, Transvaal, groot 1 370 (een drie sewe nul) vierkante meter, gehou kragtens Akte van Transport 16915/1973.

Straatadres: Dienspad 129, Uitbreiding 16, Witbank.

Die eiendom is as volg verbeter (nie gewaarborg):

'n Woonhuis met drie slaapkamers, kombuis, sitkamer, motorhuis, swembad, twee badkamers, eetkamer en afdak.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 8ste dag van Julie 1993.

Harvey Nortje Ing., Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 2288/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.,** Eksekusieskuldeiser, en **J. M. Bucibo,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 19 Mei 1993, toegestaan is, op 13 Augustus 1993 om 10:00, te Landdroshof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Erf 1999, geleë in die dorpsgebied Phola, Registrasieafdeling JS, Transvaal, groot 344 (drie vier vier) vierkante meter, gehou kragtens Akte van Transport TL52556/91.

Die eiendom is as volg verbeter (nie gewaarborg):

'n Woonhuis met twee slaapkamers, kombuis, sitkamer en badkamer.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 8ste dag van Julie 1993.

J. M. Krügel, vir Harvey Nortje Ing., Prokureurs vir die Eiser, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 2157/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Khayalethuome Loans (Pty) Ltd,** Eiser, en **P. P. Masilela,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van die Huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid, op 13 Augustus 1993 om 10:00, per publieke veiling deur die Balju, Witbank, te Landdroshof, Delvillestraat, Witbank, verkoop word:

Erf 3100, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Kwa-Guqa gehou kragtens Grondbrief TL68443/91.

Grootte: 200 (twee nul nul) vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie).

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

Die 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 Witbank op hierdie 9de dag van Julie 1993.

Harvey Nortje Ingelyf, Smuts Park, hoek van Smutslaan en Northeystraat, Posbus 727, Witbank.

Saak 3011/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **Nedcor Bank Bpk.,** Eksekusieskuldeiser, en **mnr. T. S. en mev. P. M. Moya,** Eksekusieskuldenaars

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 11 Junie 1993 toegestaan is, op 6 Augustus 1993 om 10:00, te die Landdroskantoor, Witbank in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Sekere: Erf 3884, kwaGuqa-uitbreiding 7, Witbank, Registrasieafdeling JS, Transvaal.

Groot: 280 vierkante meter.

Gehou: Gehou deur die verbandgewer kragtens Akte van Transport TL9913/93.

Die verkoping is onderhewig aan die volgende voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 12de dag van Julie 1993.

Zak Ferreira Ingelyf, Prokureurs vir die Eksekusieskuldeiser, Northey-forum, Northeystraat, Posbus 2799, Witbank, 1035. (Verw. IPF/Mev. Pieterse.)

Saak 1852/90

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **Nedperm Bank Bpk.,** Eiser, en **mnr. M. P. de Pinna,** Verweerder

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op 18 Augustus 1993 om 09:00, by die Landdroskantoor, Barberton:

Erf 2037, geleë in die dorpsgebied van Barberton, Registrasieafdeling JU, 369 Transvaal (Titelakte T3902/84 en 14038/85), groot 1 487 (eenduisend vierhonderd en sewe-en-tagtig) vierkante meter, ook bekend as Shebaweg 82, Barberton. Steenhuis met sinkdak, badkamer, drie slaapkamers, sit/eetkamer, toesluitmotorhuis, afdak, bediendetoilet en waskamer en alle verdere verbeteringe.

Hierdie erf sal aan die hoogste bieër vir kontant verkoop word onderhewig aan enige verbande, indien enige, asook die voorwaardes uiteengesit in die verkoopvoorwaardes wat by die Balju van die Landdroshof se kantoor vir insae lê.

Geteken te Barberton op hierdie 6de dag van Julie 1993.

B. van Rensburg, vir Bekker Van Rensburg, Generaalstraat 10, Posbus 253, Barberton, 1300. (Verw. JJVR/sc/N421/N244.)

Case 8526/89

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

In the matter between **Nedperm Bank Ltd,** Plaintiff, and **Duduzile Elizabeth Xaba,** Defendant

On 11 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 2676 (formerly Erf 449) Likole Extension 1 Township, Registration Division IR, Transvaal.

Measuring 295 (two hundred and ninety-five) square metres, also known as Erf 2676 (formerly Erf 449) Likole Extension 1, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported: (which are not warranted to be correct and are not guaranteed) Detached single storey brick built residence under iron roof comprising one room other than kitchen and toilet.

The material conditions of sale are:

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

2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 21,75% (twenty-one comma seven five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 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 days (14) 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 12 July 1993.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MX0020/Miss Kent.)

Case 10061/92

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

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

In pursuance of a judgment in the Court for the Magistrate of Benoni on 2 November 1992 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 19 August 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 851, Maokeng Extension 1 Township, Registration Division IR, Transvaal, situated on 851 Third Street, Maokeng Extension 1, Tembisa, in the Township of Maokeng Extension 1, Tembisa, District of Kempton Park, measuring 851 (eight hundred and fifty-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 of lounge, kitchen, two bedrooms, bathroom and w.c.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, Kempton Park.

Dated at Benoni on this the 12th day of July 1993.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 52-8666.) (Ref. N7475P/Mrs Mattheys.)

Case 1133/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Francis Phungwayo,** Defendant

On 11 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 11461 (formerly Erf 790), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 225 (two hundred and twenty-five) square metres, also known as Erf 11461 (formerly Erf 790), Tokoza Extension 2, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

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 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 of all benefits, risks and liability shall pass to the purchaser.

Dated at Germiston on this 12th July 1993.

H. R. Jaskolka, for Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. 825-1015.) (Ref. MP0012/Miss Kent.)

Case 9468/91

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

In the matter between **Nedperm Bank Ltd,** Plaintiff, and **Mncedisi Talbert Bele,** Defendant

On 11 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 290, Mavimbela Township, Registration Division IR, Transvaal, measuring 269 (two hundred and sixty-nine) square metres, also known as Erf 290, Mavimbela, Katlehong, Germiston, District of Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage and servants' quarters.

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 therefore 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 12th 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. MB0002/Miss Kent.)

Case 5438/91

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

In the matter between **Nedperm Bank Ltd,** Plaintiff, and **Dubula Andriek Khoza,** First Defendant, and **Hleziphi Winnie Khoza,** Second Defendant

On 11 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 316, Mngadi Township, Registration Division IR, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, also known as Erf 316, Mngadi, 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 four rooms other than kitchen and bathroom.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefore 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 12th 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. MK0023/Miss Kent.)

Case 2717/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Lazarus Maleka,** Defendant

On 11 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 1516, Othandweni Extension 1 Township, Registration Division IR, Transvaal, Registration Division IR, Transvaal, measuring 314 (three hundred and fourteen) square metres, also known as Erf 1516, Othandweni Extension 1, Tokoza, Alberton (hereinafter called the property).

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under tiled roof, comprising 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 therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) 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 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 Germistion on the 12th 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. MM0376/Miss Kent.)

Case 8714/92

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Linda Joel Mazibuko,** First Defendant, and **Mamotseko Victorina Mazibuko,** Second Defendant

On 11 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 538, Skozana Township, Registration Division IR, Transvaal, measuring 307 (three hundred and seven) square metres, also known as Erf 538, 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 tiled roof, comprising three rooms other than kitchen and bathroom 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 therefore 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 19,25% (nineteen comma two five per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) 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 purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on the 12th 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. MM0312/Miss Kent.)

Case 2306/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Phetenane Velie Nkukwana,** Defendant

On 11 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 Lot 10012, Tokoza Extension 5 Township, Registration Division IR, Transvaal, measuring 287 (two hundred and eighty-seven) square metres, also known as Lot 10012, Tokoza Extension 5, 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 therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18% (eighteen per cent) per annum at the time of preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) 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 purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on the 12th 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. MN0094/Miss Kent.)

Case 1403/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Joseph Erasmus van Greuning** en **Johanna Wilhelmina van Greuning,** Defendants

Pursuant to a judgment of this Court and subsequent warrant of execution dated 21 June 1993, the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 13 August 1993 at 09:00:

Erf 526, 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 T23178/78.

The following improvements exist on the property although in this respect nothing is guaranteed:

Four bedroomed dwelling-house, double garage and swimming-pool.

Material conditions of the sale are:

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

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

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

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

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

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

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

Dated at Brits this 12th day of July 1993.

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

Case 268/91

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Rulyn du Plessis,** Defendant

Pursuant to a judgment of this Court and subsequent warrant for execution dated 28 September 1993, (reissue) the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 13 August 1993 at 09:00:

Erf 131, situated in the Township of Elandsrand, Registration Division JQ, Transvaal, measuring 1 461 square metres, held under Deed of Transfer T42107/90.

The following improvements exist on the property although in this respect nothing is guaranteed: Dwelling-house, shed lapa and swimming-pool.

Material conditions of the sale are:

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

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

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

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

(e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balans 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 cent) of the purchase price as roukoop.

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

Dated at Brits this 12th day of July 1993.

E. D. Ras, Attorney for Plaintiff, Perm Plaza, Murray Avenue, P.O. Box 5, Brits, 0250.

Saak 8838/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Die Standard Bank van Suid-Afrika Bpk.,** Eiser, en **Maria Adriana Karsten,** 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, 10 Augustus 1993 om 10:00, deur die Balju vir die Hooggeregshof Pretoria Sentraal, gehou by die N.G. Sinodalesentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

'n Eenheid wat bestaan uit:

(a) Deel 21, soos getoon en vollediger beskryf op Deelplan SS173/81, in die skema bekend as Moultonsentrum, ten opsigte van die grond en gebou of geboue geleë te resterende gedeelte Erf 1168, Waverley, Pretoria-dorpsgebied, in die gebied van die Stadsraad van Pretoria Plaaslike Bestuur, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 65 (vyf-en-sestig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue wat op gemelde deelplan aangetoon en vollediger beskryf word en wat aan gemelde deel ooreenkomstig die deelnemingskwota van gemelde deel toegedeel is, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST173/81 (21) (eenheid).

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

Straatadres: Moulton 205, Moultonlaan, Waverley, Pretoria.

Verbeteringe: Woonstel met metaaldak, bestaande uit ingangsportaal, familiekamer, een en 'n halwe slaapkamers, badkamer, kombuis, mat- en teëlvloerbedekking en motorafdak.

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 Pretoria Sentraal, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof Pretoria Sentraal, N.G. Sinodalesentrum, Visagiestraat 228, Pretoria.

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

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S484/RO.)

Saak 738/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Saambou Bank Bpk.**, Eiser, en **Koekemoer, Marthinus William,** Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 28 Mei 1993, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 20 Augustus 1993 om 09:00, te die Landdroskantore, Kerkstraat, Nigel, geregtelik verkoop sal word, naamlik:

Erf 1375, Nigel-uitbreiding 2, Nigel, ook bekend as Caledonweg 49, Nigel, 1490, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Derde Laan 29, Nigel, ter insae lê en behels onder ander die volgende:

Beskrywing van eiendom: Siersteengebou met sinkdak, kombuis, kombuis, eetkamer, sitkamer, badkamer, toilet, drie slaapkamers, betonomheining, garage en dubbel motorafdak, buitekamer 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. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Nigel op hede die 9de dag van Julie 1993.

Brits Pretorius Kruger & Coetzer Inc., Tweede Laan 35, Posbus 467, Nigel, 1490. [Tel. (011) 739-2445.] (Verw. JHE/D1298.) Aan die Balju van die Landdroshof.

Saak 10601/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Nedcor Bank Bpk.**, Eksekusiekrediteur, en **G. W. Bashford,** en **R. F. Bashford,** Vonnisskuldenaar

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Vrydag, 20 Augustus 1993 om 10:00.

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

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

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

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

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

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragskoste, 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 rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

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

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

Eiendom: Hoewe 34, Rood's Gardenslandbouhoewes, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: 2,0233 hektaar.

Beskrywing van eiendom: Vyfslaapkamerwoning met enkel geriewe en ekstra ses vertrek gebou.

Straatadres van eiendom: Lucas Strachanstraat 11, Roodstuine, Vereeniging.

Rente op vonnisskuld: 19,25%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureurs, Barclayssentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/475.)

VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Landdroskantoor, Vanderbijlpark, 1993, op Vrydag, 27 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 Baljukantoor, Vanderbijlpark, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragskoste, 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 ook al die meerdere is, tesame met die Balju se kostes van 4% (vier persent) van die koopprys, onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

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

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

Saak 11072/92.

Vonnisskuldenaar: **Eksekuteur in die boedel van wyle T. M. Mhlanga.**

Eiendom: Alle reg, titel en belang ten opsigte van die huurpag in Perseel 2015, Stretford-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal.

Grootte van eiendom: Groot 448 vierkante meter.

Beskrywing van eiendom: Drieslaapkamerwoning met geen motorhuis.

Straatadres van eiendom: Perseel 2015, Stretford-uitbreiding 1 (Palm Springs).

Rente op vonnisskuld: 19,25%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclayssentrum, 29 Lesliestraat, Posbus 38, Vereeniging, 1930. (Verw. mev. Davel/6/428.)

Case 3563/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Pierre van Schalkwyk,** Defendant

In pursuance of a judgment of the above Honourable Court on 13 April 1993, in the above-mentioned suit a sale in execution will be held at the Sheriff for the Supreme Court, 142 Struben Street, Pretoria, on Wednesday, 11 August 1993 at 10:00, of the following property:

Certain Section 50, on Sectional Plan SS96/85, in the building known as Overton, situated in the Township of Silverton, measuring 57 (seventy-five) square metres, held under Title Deed ST95-50/1985, known as Flat B101, Overton, 269 De Boulevard Street, Silverton.

The property is improved with a flat.

Terms: 10% (ten per centum) 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 or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of the sale.

Further information is available at the offices of the Sheriff of the Supreme Court at above-mentioned address.

Dated at Pretoria on this the 7th day of July 1993.

Brink & Van der Walt, Elim Building, 181 Proes Street, Pretoria. (Ref. JKVDW/fjvr/347.)

Saak 12313/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Kragtens 'n uitspraak in die Hof van die Landdros, Pretoria, en 'n lasbrief vir eksekusie gedateer 23 April 1993 sal die onderstaande eiendom op 10 Augustus 1993 om 10:00, te die kantoor van die Balju, Pretoria Sentraal, N. G. Sinodalesentrum, Visagiestraat 234, Pretoria, geregtelik verkoop word aan die hoogste bieër, naamlik:

Die eiendom wat verkoop word bestaan uit Gedeelte 11, van Erf 1977, geleë in die dorpsgebied Villieria Registrasieafdeling JR, Transvaal, bekend as 28ste Laan 754, Villieria.

Beskrywing: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, TV-kamer, twee toilette, twee badkamers, vyf slaapkamers, studeerkamer, twee motorhuise, bediendekamer en toilet.

Verbandhouer: Eerste Nasionale Bank, Kerkplein, Pretoria.

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

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

Gedateer te Pretoria op hede die 12de dag van Julie 1993.

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

Case 57648/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Gert Johannes Jacobs,** Defendant

A sale in execution will be held on 11 August 1993 at 10:00, at 142 Struben Street, Pretoria, of Erf 114, situated in the Township of The Reeds Extension 6, Registration Division JR, Transvaal, measuring 1 000 square metres, known as 11 Shaw Street, The Reeds Extension 6.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, tiled roof, fitted carpets, novilon, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s, dressing-room, single garage, outside w.c., concrete walls, courtyard, s/walls, f/stoep and concrete pavings.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9494.)

Case 62334/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Hendrik Loedolf Blankenberg Bosman,** First Defendant, and **Helena Christina Bosman,** Second 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, Portion 83, De Onderstepoort, old Warmbath Road, Bon Accord, on 20 August 1993 at 11:00, to the highest bidder:

Certain Erf 265, in the Township of Magalieskruin Extension 1, Registration Division JR, Transvaal, measuring 1 023 square metres, situated at 394 Edelweiss Avenue, Magalieskruin Extension 1.

Terms and conditions:

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

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

Description of property: Double storey.

Lounge, dining-room, two bathrooms, three w.c.'s, TV-room, scullary, kitchen, four bedrooms, pantry and entrance hall.

Outbuildings: Double garage, rec room, servant's room, w.c.

Other improvements: Swimming-pool area.

3. *Payments:* 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 Portion 83, De Onderstepoort, old Warmbath Road, Bon Accord.

Signed at Pretoria on this the 14th day of July 1993.

Shapiro & Partners Inc., Second Floor, Tudor Chambers, Church Square, Pretoria. (Ref. Mrs Kartoudees/MB/N732.)

Case 84831/92

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

In the matter between **NBS Bank Ltd,** Plantiff, and **Gabriel Johannes Marthinus van Wyngaardt,** First Defendant, and **Anita Elizabeth van Wyngaardt,** 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, Struben Street 142, Pretoria, on 25 August 1993 at 10:00, to the highest bidder:

Certain Erf 2003, in the Township of Pierre van Ryneveld Extension 7, Registration Division JR, Transvaal, measuring 965 square metres, situated at 4 Kirkness Avenue, Pierre van Ryneveld 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, ½ bathroom, two w.c.'s, kitchen and shower.

Other improvements: Concrete walls, stoep.

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

4. *Conditions:* The full conditions of sale may be inspected at the Sheriffs' Offices at Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 14th day of July 1993.

Shapiro & Partners Inc., Second Floor, Tudor Chambers, Church Square, Pretoria. (Ref. Mrs Kartoudees/MB/n805.)

Case 70155/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Momberg Konstruksies (Pty) Ltd,** First Defendant, and **Daniel Johannes Momberg,** 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, Struben Street 142, Pretoria, on 25 August 1993 at 10:00, to the highest bidder:

Certain Erf 550, in the Township of Clubview Extension 1, Registration Division JR, Transvaal, measuring 2 874 square metres, situated at 94 Lyttleton Road, Clubview, Verwoerdburg.

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 Magistrate's Court Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

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

Description of property: Lounge, dining-room, bathroom, w.c., kitchen, three bedrooms, study and shower.

Outbuildings: Double carport, closed stoep, plus;

Flatlet: Lounge, two bedrooms, kitchenette, bathroom and w.c., shower and w.c.

Other improvements: Brick concrete walls, driveway, concrete swimming-pool, thatch lapa and irrigation 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 Messcor House, 30 Margaretha Street, Riverdale, Pretoria.

Signed at Pretoria on this the 14th day of July 1993.

Shapiro & Partners Inc., Second Floor, Tudor Chambers, Church Square, Pretoria. (Ref. Mrs Kartoudees/MB/N759N732.)

Saak 14003/89

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **O.T.K. (Koöperatief) Bpk.,** Eiser, en **Johann Wilhelm Gey van Pittius,** Eerste Verweerder, en **Gertbrecht Susanna Jacoba Gey van Pittius,** Tweede Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief tot eksekusie gedateer 19 April 1993 sal die hieronder vermelde eiendom geregtelik verkoop word op Vrydag, 6 Augustus 1993 om 10:00, te die hoofingang van die Landdroskantoor, Fochville, aan die persoon wat die hoogste aanbod maak:

Erf 638, Fochville, Registrasieafdeling IQ, Transvaal, groot 911 vierkante meter, gehou deur die Verweerder kragtens Akte van Transport T2047/57.

Die volgende inligting word verstrek maar nie gewaarborg nie: Die eiendom is onverbeterd.

Voorwaardes: Die volledige voorwaardes van hierdie verkoping lê ter insae by die Balju vir die Hooggeregshof, Potchefstroom, Kerkstraat 195, Potchefstroom.

Geteken te Pretoria hierdie dag van 1993.

E. J. V. Penzhorn, vir MacRobert De Villiers Lunnon & Tindall Ing., Prokureur vir Eiser, Unitedgebou 501, Andriesstraat 263, Pretoria. (Tel. 28-6770.) (Verw. H296538/LC.)

Case 25444/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Eskom Finance Co. (Pty) Ltd,** Plaintiff, and **Felani Louis Kunene,** First Defendant, and **Sinah Kunene,** Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Evander, in front of the Magistrate's Office, Evander, Transvaal, on 11 August 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Evander, First Floor, Lastinda Building, Evander, Transvaal, and which will be read by him at the time of the sale, of the following property owned by defendants:

Site 1581, situated in the Township of Embalenhle, Registration Division IS, Transvaal, measuring 399 (three hundred and ninety-nine) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL41142/85.

The property is situated at Stand 1581, situated in the Township of Embalenhle, Evander, Transvaal.

The property is improved as follows:

Lounge, kitchen, bathroom, dining-room, three bedrooms and toilet.

Single-storey dwelling-house.

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

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

Dated at Pretoria on this the 13th day of July 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Case 8450/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

A sale by public auction without a reserve price will be held by the Sheriff, Witbank, in front of the Magistrate's Court, Delville Street, Witbank, Transvaal, on 13 August 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank, Transvaal, and which will be read by him at the time of the sale, of the following property owned by defendants:

Erf 1478, Phola Township, Registration Division J, Transvaal, measuring 330 (three hundred and thirty) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL6604/89.

The property is situated at Stand 1478, Phola Location, Ogies, Witbank, Transvaal.

The property is improved as follows:

Lounge, three bedrooms, toilet, kitchen and bathroom.

Single-storey dwelling-house.

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

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

Dated at Pretoria on this the 13th day of July 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. N. K. Petzer/JVZ.)

Case 8411/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Elizabeth Cornelia Moloisi,** Defendant

A sale in execution will be held on Friday, 13 August 1993 at 11:00, by the Sheriff for Wonderboom at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

All right, title and interest in the leasehold in respect of Erf 20899, in the Township of Mamelodi, Registration Division JR, Transvaal, in extent 300 (three hundred) square metres, known as ROW 20899, Mamelodi.

Particulars are not guaranteed:

Dwelling with lounge, kitchen, two bedrooms and bathroom.

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

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 X248.) (Ref. N1/A-369571/JAA/J. S. Herbst.)

Case 5280/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Phashake William Sebati,** First Defendant, and **Elizabeth Mpotseng Sebati,** Second Defendant

A sale in execution will be held on Friday, 13 August 1993 at 11:00, by the Sheriff for Wonderboom at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

Erf 64, in the Township of Amandasig, Registration Division JR, Transvaal, in extent 1 271 (one thousand two hundred and seventy-one) square metres, known as 32 Kamferfoelie Street, Amandasig.

Particulars are not guaranteed:

Dwelling with entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom, study, scullery, toilet, double garage, two carpots, servant's room, toilet, lapa, swimming-pool and borehole.

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

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 X248.) (Ref. N1/A-366516/JAA/J. S. Herbst.)

Case 3543/93

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Louis Stefanus van der Walt,** First Defendant, and **Ester Jenever van der Walt,** Second Defendant

A sale will be held at the Sheriff's Office, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 13 August 1993 at 11:00, of:

Erf 127, in the Town The Orchards Extension 2, Registration Division JR, Transvaal, measuring 1 041 (one thousand and fourty-one) square metres, known as 34 Kirkness Street, The Orchards Extension 2.

Particulars are not guaranteed: Dwelling with entrance-hall, family room, lounge, dining-room, kitchen, four bedrooms, double garage, servant's room and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-371746/JAA/J. S. Herbst.)

Case 70868/92

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Francois Louis du Plessis,** Defendant

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 12 August 1993 at 10:00, of:

Remaining extent of Erf 305, situated in the Town Claremont (Pta), Registration Division JR, Transvaal, measuring 1 276 (one thousand two hundred and seventy-six) square metres, known as 929 Weir Street, Claremont.

Particulars are not guaranteed: Dwelling with lounge, kitchen, three bedrooms, bathroom, single garage, servant's room and toilet.

Inspect conditions at the Sheriff's Office, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-347361/JAA/J. S. Herbst.)

Case 37162/93

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Jacobus Johannes Stephanus Kruger,** Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 11 August 1993 at 10:00, of:

Section 19, as shown on Sectional Plan SS314/1985, in the building Luana Heights, Erf 17, in the Town La Montagne Extension 1, City Council of Pretoria, measuring 153 (one hundred and fifty-three) square metres; and

An undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST314/85(19) (UNIT), known as Flat 19, Luana Heights, 268 Rotsvygie Street, La Montagne Extension 1.

Particulars are not guaranteed: Three-bedroomed flat with lounge, dining-room, kitchen and two bathrooms.

Inspect conditions at the Sheriff's Office, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-373859/JAA/J. S. Herbst.)

Case 7356/93

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

In the matter between **ABSA Bank Ltd** (Allied Division), Plaintiff, and **Wilhelm Cornelius Roets,** First Defendant, and **Hester Johanna Roets,** Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 11 August 1993 at 10:00, of:

Erf 1351, Eldoraigne Extension 11 Township, Registration Division JR, Transvaal, measuring 995 (nine hundred and ninety-five) square metres, known as 261 Piet Hugo Avenue, Eldoraigne Extension 11.

Particulars are not guaranteed: Dwelling with lounge, dining-room, family room, kitchen, two bedrooms, bathroom, toilet and two carports.

Inspect conditions at the Sheriff's Office, Pretoria South, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-360978/JAA/J. S. Herbst.)

Case 70343/91

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and Die Trustees van Tyd tot Tyd van J & P du Plessis Familie Trust, First Defendant, and Johannes Petrus Lafras du Plessis (in his capacity as Surety), Second Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 11 August 1993 at 10:00, of:

Remaining Extent of Erf 489, in the town Murrayfield Extension 1, Registration Division JR, Transvaal, measuring 1 794 (one thousand seven hundred and ninety-four) square metres, known as 220 Rollo Place, 122 Rubida Street, Murrayfield Extension 1.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, study, laundry, double garage, servant's room and bathroom.

Inspect conditions at the Sheriffs, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-317245/JAA/J. S. Herbst.)

Case 32437/93

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Annemarie Marais** (now Oosthuizen), Defendant

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

Section 27, as shown on Sectional Plan SS45/81 in the building Cranton, measuring 64 (sixty-four) square metres; and

an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST45/81(27) (UNIT) dated 12 March 1981, known as Flat 27, Cranton, 631 Schoeman Street, Arcadia.

Particulars are not guaranteed: One and a half-bedroomed flat with lounge, kitchen and bathroom.

Inspect conditions at the Sheriffs, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-371770/JAA/J. S. Herbst.)

Case 20464/93

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

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

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

Section 32 as shown on Sectional Plan SS302/85 in the building Wonderzicht, situated at Portion 4 of Erf 1107, Wonderboom South Township, Registration Division JR, Transvaal, local authority of Pretoria, measuring 47 (fourty-seven) square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer ST7160/92 dated 6 February 1992, known as Flat 310, Wonderzicht, 536 De Beer Street, Wonderboom South.

Particulars are not guaranteed: One-bedroomed flat with lounge, dining-room, kitchen, bathroom and double carport.

Inspect conditions at the Sheriffs, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-366556/JAA/J. S. Herbst.)

Case 32889/93

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

In the matter between **ABSA Bank Ltd** (United Division), Plaintiff, and **Elizabeth Johanna Potgieter,** Defendant

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

Section 5, as shown on Sectional Plan SS2/82 in the building Alhari situated at Erf 135, in the Town Sunnyside (Pretoria), Registration Division JR, Transvaal Local Authority, City Council of Pretoria, measuring 68 (sixty-eight) square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer ST107202/92 dated 2 December 1992, known as Flat 5, Alhari, 152 Troye Street, Sunnyside.

Particulars are not guaranteed: One and a half-bedroomed Flat with lounge, kitchen, bathroom and carport.

Inspect conditions at the Sheriffs, Pretoria Central, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770.) (Ref. N1/A-371780/JAA/J. S. Herbst.)

Saak 1285/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Standard Bank van S.A. Bpk.** (62/00738/06), Eiser, en **Alexander Lawson Duff** (gebore op 23 April 1937)

Ten uitvoerlegging van 'n vonnis van bogenoemde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 13 Augustus 1993 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord (net noord van Sasko Meule), aan die hoogste bieder:

Gedeelte 71 van Erf 861, geleë in die dorpsgebied Karenpark-uitbreiding 23, Registrasieafdeling JR, Transvaal, groot 356 (driehonderd ses-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T45299/92.

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

Straatadres: Bruidjiesingel 33, Karenpark, Akasia, Pretoria.

Verbeterings: Woonhuis met teëldak, sitkamer, kombuis, drie slaapkamers, twee badkamers, garage, buitetoilet, baksteenmuuromheining en swembad.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Wonderboom, te Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord, Pretoria.

Gedateer te Pretoria hierdie 14de dag van Julie 1993.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 325-3644.) (Verw. Van Rensburg/Z9011/93/BVDM.)

Saak 655/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Bank Bpk.** (voorheen Saambou-Nasionale Bouvereniging), Eiser, en **Tom Maritz,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 2 Maart 1993, sal die ondervermelde eiendom op 11 Augustus 1993 om 10:00, deur die Balju, Pretoria-Oos te Strubenstraat 142, Pretoria, aan die hoogste bieder geregtelik verkoop word:

Erf 596, Erasmuskloof-uitbreiding 4, Registrasieafdeling JR, Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T11211/92, bekend as Umgenistraat 443, Erasmuskloof-uitbreiding 4.

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

Sonering: Spesiaal residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Strubenstraat 142, Pretoria, en bevat onder andere die volgende:

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

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

Geteken te Pretoria hierdie 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.)

Saak 20859/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Bpk.,** Eiser, en **Charmaine Yvonne Cerette,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 30 April 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 11 Augustus 1993 om 10:00:

(a) Erf 2013, in die dorpsgebied van Wierdapark-uitbreiding 2, Registrasieafdeling JR, Transvaal; en

(b) Die eiendom is beter bekend as Evanderstraat 27, Wierdapark-uitbreiding 2, gehou kragtens Akte van Transport T48554/84.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, te Strubenstraat 142, Pretoria om 10:00.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Hoofgebou bestaan uit: Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet, toilet en spens. Konstruksie sluit in: Sierstene, Herculite plafon, teëls en matte, warmwaterstelsel.

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

Gedateer te Pretoria op hierdie 14de dag van Julie 1993.

E. J. J. Geyser, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Verw. Geyser/an/A531.)

Saak 29950/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **Hendrik Johannes Jacob Coetzee,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 2 Junie 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 12 Augustus 1993 om 10:00:

(a) Gedeelte 5 ('n gedeelte van Gedeelte 2) van Erf 210, Parktown Estate-dorpsgebied, Registrasieafdeling JR, Transvaal; en

(b) Die eiendom is beter bekend as Grovestraat 85, Parktown Estates, gehou kragtens Akte van Transport T89187/92.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, te Kamer 603A, Sesde Verdieping, Olivetihuis, hoek van Schubart- en Pretoriusstraat, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Hoofgebou bestaan uit: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet, toilet, studeerkamer, waskamer en opwaskamer. Konstruksie sluit in: Bediendekamer, toilet en stoorkamer.

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

Gedateer te Pretoria op hierdie 14de dag van Julie 1993.

E. J. J. Geyser, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Verw. Geyser/an/A553.)

Saak 3311/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Bpk.**, Eiser, en **Francois Gerhardus Lubbe,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 20 April 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op Woensdag, 11 Augustus 1993 om 10:00:

Plot 33, geleë in die dorpsgebied Monavoni-landbouhoewes, Registrasieafdeling JR, Transvaal, grootte 1,7844 (een sewe agt vier vier) hektaar, gehou kragtens Akte van Transport T72865/91. (Die eiendom is beter bekend as Plot 33, Monavoni-landbouhoewes, Pretoria.)

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Strubenstraat 142, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n sinkdak bestaande uit vier slaapkamers, badkamer met stort, toilet, aparte stort met toilet, sitkamer, eetkamer, TV-kamer, studeerkamer, kombuis, spens, twee onvoltooide aangeboude kamers en buitegebou synde 'n motorhuis.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Suid, Messcorhuis, Margarethastraat 30, Riverdale, Pretoria, waar dit gedurende kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 13de dag van Julie 1993.

P. C. I. Barnard, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank-gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. mnr. Barnard/F.2927/mw.)

Saak 24454/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Eerste Nasionale Bank van SA Bpk.**, Eiser, en **Abdool Satar Ebrahim,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie, toegestaan op 23 Maart 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op Woensdag, 11 Augustus 1993 om 10:00:

Erf 233, geleë in die dorpsgebied Christoburg, Registrasieafdeling JR, Transvaal, grootte 1 514 (eenduisend vyfhonderd en veertien) vierkante meter, gehou kragtens Akte van Transport T67025/91. (Die eiendom is beter bekend as 446 Johan Strauss-straat, Christoburg.)

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Strubenstraat 142, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n sinkdak bestaande uit drie slaapkamers, badkamer met toilet en stort, aparte toilet, sitkamer, eetkamer, TV-kamer, kombuis, twee buitegeboue synde 'n dubbelmotorhuis, bediendekamer met toilet.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Pretoria-Suid, Messcorhuis, Margarethastraat 30, Riverdale, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 13de dag van Julie 1993.

P. C. I. Barnard, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bank-gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. mnr. Barnard/F.4427/mw.)

Saak 24977/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.,** Eiser, en **Jacobus Johannes Eksparus Grabie,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 16 Maart 1993, en 'n lasbrief vir eksekusie word die volgende eiendomme in eksekusie verkoop op 13 Augustus 1993 om 11:00, by die Landdroskantore, Cullinan, aan die hoogste bieder:

1. Gedeelte 51 ('n gedeelte van Gedeelte 2) van die plaas De Wagensdrift 417, Registrasieafdeling JR, Transvaal, groot 21,8466 (een-en-twintig komma agt vier ses ses) hektaar, gehou kragtens Akte van Transport T86402/91, en

2. Gedeelte 43 van die plaas Boekenhoutskloofdrift 286, Registrasieafdeling JR, Transvaal, groot 21,4140 (een-en-twintig vier een vier nul) hektaar, gehou kragtens Akte van Transport T42279/74, die reserwe prys is geen.

1. Die eiendom is onverbeterde eiendom.

2. Die eiendom bestaan uit 'n drieslaapkamerwoning, sitkamer, eetkamer, kombuis, badkamer met Evkomkrag. Daar is twee toegeruste boorgate op die eiendom. Geen waarborg word in hierdie verband gegee nie.

Terme en voorwaardes:

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

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

Geteken te Pretoria op hierdie 14de dag van Julie 1993.

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkskassentrum 1920, Van der Waltstraat 230, Pretoria. (Tel. 325-2277/88.) (Verw. mnr. Ferreira/RG.)

Saak 1893/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Boland Bank Bpk.,** Eiser, en **E. M. Mngomezulu,** Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 11 Augustus 1993 om 12:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieër:

Erf 443, Embalenhle, Verbandakte B97730/92, Transportakte TE65722/92, verder bekend as Stand 443, Embalenhle.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif, net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 6de dag van Julie 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/B475.)

Case 9839/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Nedcor Bank Ltd** formerly Nedperm Bank Ltd (trading as Nedbank), Plaintiff, and **David Jacobus Cloete,** First Defendant, and **Aletta Elizabeth Cloete,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned matter, a sale in execution will be held at the offices of the Sheriff, Pretoria South, 142 Struben Street, Pretoria on Wednesday, 11 August 1993 at 10:00, of the Defendants undermentioned property with a reserve price and on the conditions to be read out by the auctioneer namely the Sheriff, Pretoria South, prior to the sale and which conditions can be inspected at the offices of the Sheriff, Pretoria South, prior to the sale:

Certain Erf 209, in the Township of Wierda Park, Registration Division JR, Transvaal, measuring 1 686 (one thousand six hundred and eighty-six) square, metres, known as 142 Eland Street, Wierda Park, held under Deed of Transfer T28470/1990.

Improvements: Dwelling consisting of tile roof house with four bedrooms fully carpeted, two bathrooms, kitchen, family room, study, dining-room, guest toilet and needlework room. Outbuildings consisting of a double garage and swimming-pool. Improvements are not warranted to be correct and are not guaranteed.

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

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

Schempers (N.20448), for Weavind & Weavind Inc., Attorney for Plaintiff, Third Floor, Nedbank Building, 200 Andries Street, Pretoria.

Case 12588/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Gottschalk Alfred,** Defendant

In execution of a judgment of the above Honourable Court, a sale without reserve will be held at the Midrand Sheriff's Office, at Unit 2, Northview, 45 Richards Drive, Midrand, on 18 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 43, Modderfontein Agricultural Holdings, Registration Division IR, Transvaal, in extent 1,6279 hectares held by virtue of Deed of Transfer T34310/84, also known as 43 Third Avenue, Modderfontein Agricultural Holdings.

The following particulars are furnished *re* the improvements, none of which is guaranteed: A single-storey house with iron roof, two bedrooms, two bathrooms, kitchen, lounge, dining-room, study and servants' quarters.

Terms: Deposit 10% (ten per 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 charge R100.

Dated at Johannesburg on this the 13th 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.)

Saak 2427/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **A. J. L. du Preez,** Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 11 Augustus 1993 om 12:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieër:

Erf 4560, Secunda-uitbreiding 10, Verbandakte B54870/90, Transportakte T49665/90, verder bekend as Tsitsikamma-straat 20, Secunda.

Die voorwaardes van die verkoping sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 12de dag van Julie 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A188.)

Saak 3765/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **P. H. Roodt,** Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 11 Augustus 1993 om 12:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieër:

Erf 3491, Secunda, Verbandaktes B29011 en B33023/91, Transportakte T25969/90, verder bekend as Steelpoortstraat 23, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 12de dag van Julie 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A51.)

Saak 2428/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **S. O. Gabriel,** Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 11 Augustus 1993 om 12:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieër:

Erf 4258, Secunda-uitbreiding 9, Verbandaktes B20696/90 en B43074/90, Transportakte T18367/90, verder bekend as Jakarandastraat 24, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die dag van Julie 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A296.)

Saak 637/92

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen **Stadsraad van Nigel,** Eiser, en **Trust Industrial Corporation (Pty) Ltd,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Nigel, gehou te Nigel, in bogemelde saak, sal 'n verkoping deur die Balju van Nigel, gehou word by die hoofingang van die Landdroskantoor, Kerkstraat, Nigel, op Vrydag, 3 September 1993 om 09:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die vendusieafslaer gelees sal word, ten tye van die verkoping, en welke voorwaardes by die kantore van die Balju, Derdelaan 29, Nigel, voor die verkoping ter insae sal lê:

Sekere Erf 127, geleë in die dorpsgebied Vorsterkroon-uitbreiding 3, Registrasieafdeling IR, Transvaal.

Die volgende inligting word verskaf, alhoewel geen waarborg in verband daarmee gegee kan word nie: Leë en onbeboude erf.

Terme: Tien persent (10%) 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 bank- of bougenootskap- of ander aanneembare waarborg binne 14 dae na datum van verkoping aan die Balju verskaf word.

Aldus gedoen en geteken te Nigel op hierdie 9de dag van Julie 1993.

L. Etsebeth, vir Lockett & Etsebeth, Plesamgebou, Tweede Laan, Posbus 99, Nigel, 1490. (Verw. mej. Van Rooyen 1T2040.)

Saak 1910/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **S. Hermitage,** Eerste Verweerder, en **J. H. Hermitage,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Evander, toegestaan op 14 Junie 1993 sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op 11 Augustus 1993 om 12:00, aan die hoogste bieder, naamlik:

Erf 4828, Secunda-uitbreiding 12-dorpsgebied, Registrasieafdeling IS, Transvaal, groot 837 vierkante meter, gehou kragtens Akte van Transport T81211/88.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, te word versekereer 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 12de dag van Julie 1993.

E. J. Louw, vir Els, Eerste Vloer, Checkersgebou, Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/evv.)

Case 6538/92

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

In the matter between **Saambou Bank Ltd,** Execution Creditor, and **Oupa Abraham Shole,** First Execution Debtor, and **Minky Elma Shole,** Second Execution Debtor

In pursuance of a judgment, in the Magistrate's Court, for the District of Krugersdorp, and a warrant of execution, dated 18 November 1992, the following property will be sold in execution on 11 August 1993 at 10:00, at the offices of the Sheriff, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, namely:

Certain Erf 11283, Kagiso Extension 6 Township, Registration Division IQ, Transvaal, measuring 287 (two hundred and eighty-seven) square metres, comprising of a dwelling consisting of two bedrooms, kitchen, lounge, bathroom, toilet and passage.

Conditions of sale:

1. The property will be sold to the highest bidder without reservation and the sale will be subject to the conditions and regulations of the Magistrates' Courts Act and the title deeds as far as these are applicable.

2. *Conditions:* The purchase price will be paid as follows:

(a) Ten per cent (10%) thereof in cash on the day of the sale and payable to the Sheriff of the Magistrate's Court.

(b) The balance to be guaranteed against transfer by approved bank or building society guarantees in favour of Plaintiff and/or his nominees, to be delivered to the Sheriff of the Magistrate's Court, within fourteen (14) days from the date of the sale, which guarantees are to be made payable against registration of transfer of the property into the name of the purchaser free of exchange at Krugersdorp.

3. The conditions of sale which will be read by the Sheriff of the Magistrate's Court immediately prior to the sale are open for inspection at his offices.

H. V. B. le Roux, vir Le Roux Wagenaar & Partners, Attorneys for Execution Creditors, 57 Ockerse Street, P.O. Box 470, Krugersdorp. (Tel. 953-3810/4.) (Ref. Mrs Beckett.)

Case 1147/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Roelf Johannes Hayward,** Plaintiff, and **Riana Lombard,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Kempton Park, and a writ of execution, dated 31 March 1993 the property listed herein will be sold in execution on 12 August 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park, to the highest bidder:

Certain Unit 5, SS Chacely, Norkem Park, Kempton Park, Registration Division IR, Transvaal, held under Deed of Transfer ST62662/1988, measuring 160 square metres, situated at 5 Chasely, Marthinus Crouse Avenue, Norkem Park, Kempton Park.

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

Improvements: The property is surrounded by brick walls and are all under a tiled roof.

Description of the property: Lounge, two bathrooms, dining-room, two toilets, three bedrooms, two garages, family/TV room, kitchen and driveway.

Terms: The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18,5% (eighteen comma five per cent) per annum within 30 (thirty) days shall be paid or secured by a bank or building society guarantee.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, Kempton Park.

Date: 9 July 1993.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs Burger/H968.)

Case 8299/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Lesetja Johannes Moja,** First Defendant, and **Makomane Dorothy Moja,** Second Defendant

A sale in execution will be held on Friday, 13 August 1993 at 11:00, by the Sheriff for the Supreme Court, Wonderboom, Pretoria North, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

All right, title and interest in the leasehold in respect of Erf 8760, formerly known as Erf 892, in the Township of Mamelodi Extension 2, Registration Division JR, Transvaal, in extent 400 (four hundred) square metres, known as ROW Erf 8760, formerly known as Erf 892, Mamelodi Extension 2.

Particulars are not guaranteed: Dwelling, lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at the Sheriff for the Supreme Court, Wonderboom, Pretoria North, at Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 X 242.) (Ref. N1/B-369552/JAA/M. Oliphant.)

Case 6431/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Fano Phineas Mbeki,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Office, Ghent Street, Evander, on Wednesday, 18 August 1993 at 11:00, of the undermentioned property of the Defendant subject to the conditions of sale which are avalailable for inspection at the offices of the Sheriff, Highveld Ridge, at First Floor, Lastinda Building, Lisbon Street, Evander:

All right, title and interest in the leasehold in respect of Erf 4581, situated in Embalenhle Extension 9 Township, Registration Division IS, Transvaal, measuring 697 (six hundred and ninety-seven) square metres, held by virtue of Deed of Transfer TL35617/91, known as 4581 Embalenhle Extension 9, Evander.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling with tiled roof, consisting of lounge, three bedrooms, kitchen, bathroom/handbasin, bathroom/toilet, toilet.

Outbuildings consist of garage and is fenced in with wire.

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

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

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

H. Abro, for Hack, Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, P.O. Box 2000, Pretoria, 0001. [Tel. (012) 325-4185.] [Ref. H. Abro/JD/HA2182 (B).]

Saak 1021/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen **ESKOM,** Eiser, en **M. M. Kruger,** handeldrywende as Balmoral Scrap Yard, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Ermelo, gedateer 7 September 1992, en 'n lasbrief vir eksekusie, uitgereik deur die Klerk van die Hof op 16 Oktober 1992, sal die ondervermelde vaste eiendom op Woensdag, 18 Augustus 1993 om 10:00, voor die Landdroskantore te Van Riebeeckstraat, Ermelo, deur die Balju van die Landdroshof, Ermelo, verkoop word:

Erf 15, geleë in die dorp Reitz, distrik Reitz, ook bekend as Pleinstraat-Noord 31, Reitz, groot 833 vierkante meter, gehou kragtens Transportakte T5219/1993, sonder verbeterings.

Terme: 10% (tien persent) van die koopprys in kontant op die datum van die verkoping moet deur die koper betaal word en die balans van die koopsom binne 30 dae van datum van verkoping. Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal op die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Ermelo, en by die kantore van die Eiser se prokureurs.

Geteken te Ermelo op die 14de dag van Julie 1993.

A. A. A. van Wyk, vir Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo, 2350. (Verw. mnr. Van Wyk/EH/SWB 274.)

Case 8275/92

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 **Willem Lodewykus Jacobs,** Defendant

In pursuance of a judgment and warrant of execution, dated 31 August 1992, the following will be sold by public auction, voetstoots and without reserve to the highest bidder, on Wednesday, 18 August 1993 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Certain Erf 7014, Benoni Extension 21 Township, Registration Division IR, Transvaal, in extent 1 056 (one thousand and fifty-six) square metres, held under Deed of Transfer T23962/1980, situated at 23 Koper Street, Farrarmere, 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:

Main building: Entrance-hall, lounge, dining-room, family room/study, three bedrooms, two bathrooms/w.c., kitchen and scullery/laundry.

Outbuildings: Double garage, servant's room and w.c.

Other: Swimming-pool, brick walls and paving.

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 14th 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 17038/93

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Jan Paul Kriel,** Defendant

A sale will be held at 142 Struben Street, Pretoria, on Wednesday, 11 August 1993 at 10:00:

Erf 658, situated in the Township of Brooklyn, Registration Division JR, Transvaal, measuring 2 552 square metres, known as 552 Pienaar Street, Brooklyn.

Particulars are not guaranteed: Dwelling: Entrance-hall, lounge, dining-room, kitchen, family room, four bedrooms, two bathrooms, two toilets, double garage, two staff rooms and two toilets.

Inspect conditions at Sheriff, Pretoria East, 142 Struben Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 × 242.) (Ref. N1/B-366515/JAA/M. Oliphant.)

Case 32892/93

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Ernst Willem Ferns,** First Defendant, and **Gerda Henrietta Ferns,** Second Defendant

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

Erf 911, in the Township of Silverton Extension 5, Registration Division JR, Transvaal, measuring 1 217 square metres, known as 910 Sysie Street, Silverton Extension 5.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, family room, kitchen, laundry, three bedrooms, bathroom and single garage.

Inspect conditions at Sheriff, Pretoria North-east, 228 Visagie Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 × 242.) (Ref. N1/B-371785/JAA/M. Oliphant.)

Case 28434/93

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Dave Herr,** Defendant

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

(a) Section 7, as shown on Sectional Plan SS162/86, in the building Springbok, measuring 33 (thirty-three) square metres; and

(b) an undivided share in the common property in the land and building held under Certificate of Sectional Registered Title ST162/86 (7) (Unit) dated 3 July 1986, known as Unit 7, Flat 12, Springbok Flats, 560 Park Street, Arcadia.

Particulars are not guaranteed: Flat with kitchen, bedroom and bathroom.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 × 242.) (Ref. N1/B-369546/JAA/M. Oliphant.)

Case 9520/93

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Sampolale Johannes Masemola,** First Defendant, and **Manyana Paulina Masemola,** Second Defendant

A sale in execution will be held on Friday, 13 August 1993 at 11:00, by the Sheriff for the Supreme Court, Wonderboom, Pretoria North at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, of:

All right, title and interest in the leasehold in respect of: Erf 1632, in the Township of Mamelodi Extension 2, Registration Division JR, Transvaal, in extent 441 (four hundred and forty-one) square metres, known as R.O.W. Erf 1632, Mamelodi Extension 2.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom.

Inspect conditions at the Sheriff for the Supreme Court, Wonderboom, Pretoria North, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 28-6770 × 242.) (Ref. N1/B-371753/JAA/M. Oliphant.)

Case 9945/93

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

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Comninos Natalie,** 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 at 131 Marshall Street, Johannesburg on 12 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 Deputy Sheriff, Johannesburg, prior to the sale. (Short description of property, situation, and street number):

Erf 818, Kensington Township, Registration Division IR, Transvaal, situate at 11 Hawke Street, Kensington.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of an Entrance Hall, lounge, dining-room, sun room, three bedrooms, bathroom with toilet, spearate toilet, kitchen, sewing room, and a porch.

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 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 thereafeter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand). The sale may be subject to VAT which will be payable by purchaser.

Date: 21st June 1993.

Langstaffe Bird & Company, Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 21053/90

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

In the matter between **United Buildng Society Ltd,** Plaintiff, and **Habana Bernard James,** 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 at 131 Marshall Street, Johannesburg on 12 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 Deputy Sheriff, Johannesburg, prior to the sale. (Short description of property, situation, and street number):

Portion 120 of Erf 895, Nancefield Township, Registration Division IQ, Transvaal, situate at Portion 129 of Erf 895, Hydra Road, Nancefield, Pimville, Soweto, Johannesburg, measuring 726 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consists of a lounge, study, dining-room, family room, four bedrooms, bathroom with toilet, pantry, kitchen, scullery, shower, separate toilet, double garage, servant's room, and an outside toilet.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 21 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 thereafeter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand). The sale may be subject to VAT which will be payable by purchaser.

Date: 21st June 1993.

Langstaffe Bird & Company, Plaintiff's Attorneys, 10th Floor, Metropolitan Life Building, 108 Fox Street, Johannesburg. (Tel. 838-5190.) (Ref. Mr Letty/HAS.)

Case 10057/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Elizabeth Engela Joubert,** Defendant

A sale by public auction without a reserve price will be held by the Sheriff: Pretoria East, at 142 Struben Street, Pretoria on 11 August 1993 at 10:00, upon conditions which may now be inspected at the offices of the Sheriff, Pretoria East, 142 Struben Street, Pretoria, and which will be read by him at the time of the sale, of the followng property owned by defendant:

Erf 2215, situate in the Township Moreletapark Extension 19, Registration Division JR, Transvaal, measuring 1164 (one thousand one hundred and sixty four) square metres, held by the Defendant under Deed of Transfer T83947/90.

This property is situated at 642 Vincent Street, Moreletapark Extension 19, Pretoria.

There are no improvements on this property and this property is a vacant land.

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

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

Dated at Pretoria on this the 13th day of July 1993.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/JVZ.)

Case 3036/93

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Doreen McKew Webster,** Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills) Old Warmbaths Road, Bon Accord, on Friday, 13 August 1993 at 11:00:

Erf 1157, in the Township Chantelle Extension 8, Registration Division JR, Transvaal, measuring 950 (nine hundred and fifty) square metres, known as 4 Ibis Street, Chantelle X8, Pretoria North.

Particulars are not guaranteed.

Dwelling: Lounge, diningroom, kitchen, two bedrooms, dressing-room and bathroom. Carport, Toilet and lapa.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 286770.) (Ref. N1/B-369538/JAA/M Oliphant.)

Case 45603/91
PH 176

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

In the matter between **City Council of Johannesburg,** Plaintiff, and **Borman V.H.,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 27 August 1991, the property listed hereunder will be sold in execution on Friday, 20 August 1993 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, namely:

Erf 189, Eldoradopark Township, measuring 427 square metres, situated at 9 Oniks Avenue, corner of Amber Street, Eldoradopark, held by Deed of Transfer T21890/85, consisting of a two-bedroomed house under asbestos roof with toilet and lounge, but nothing is guaranteed, and take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.

2. The balance of the purchase price together with interest thereon is payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.

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

4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

Dated at Johannesburg on the 8th day of July 1993.

Moodie & Robertson, Fifth Floor, African Life Center, 111 Commissioner Street, P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 333-6114.] (Ref. Ir/R0607-1280.)

Case 19775/89
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Breytenbach, Jacobus Cornelius** Identity Number 3911225089007, First Defendant, and **Breytenbach, Hazel Ann,** Identity Number 4309100096008, 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, 12 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 at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Unit consisting of Section 28, in the building/s known as Tafelberg, as shown on Sectional Plan 31/1978, together with an undivided share in the common property, being 302 Tafelberg, 72 Esselen Street, Hillbrow, area of the said section 46 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Bachelor flat consisting of lounge, bedroom, bathroom, toilet and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) up to a maximum fee of R6 000, minimum charges R100.

Dated at Johannesburg on the 6th day of July 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 903941.)

Case 20996/91
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Raubenheimer, Stephen** Identity Number 4809205149008, First Defendant, and **Raubenheimer, Martha Catherine,** 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, 12 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 at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Erf 847, Mondeor Township, Registration Division IR, Transvaal, being 102 Brabazon Avenue, Mondeor, measuring 1 359 square metres.

Use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms and shower, cloakroom, kitchen, laundry, double garage, servants' quarters, shower and workshop.

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

Dated at Johannesburg on the 6th day of July 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 213072.)

Case 29942/92
PH 128

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Standard Bank of South Africa Ltd,** Plaintiff, and **Waja, Moosa,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale with a reserve price of R250 000, will be held at the office of the Sheriff for the Supreme Court, Johannesburg, 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 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:

Portions 3 and 4 of Erf 388, Nancefield Township, Registration Division IQ, Transvaal, measuring 1 011 (one thousand and eleven) square metres.

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

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

Dated at Johannesburg this the 23rd day of June 1993.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 12th Floor, JCI House, 28 Harrison Street, P.O. Box 2439, Johannesburg. (Tel. 836-2811.) (Ref. Mr Carter/sn/PC 406033.)

Case 29480/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Millington Neil Anthony,** First Defendant, and **Millington Janet Elizabeth,** 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, 10 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 3450, Randparkrif Extension 41 Township, Registration Division IQ, Transvaal, area 800 square metres, situation 64 Seder Street, Randpark Ridge Extension 41, Randburg.

Improvements (not guaranteed):

Dwelling, brick/plaster under cement tile roof, entrance-hall, three bedrooms, lounge, dining-room, kitchen and one and a half bathrooms.

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 18th day of June 1993.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. Mr P. le Mottee/FN0011.)

Saak 6139/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen **Stadsraad van Benoni,** Eksekusieskuldeiser, en **Davebosy Prop Inv. BK,** Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 24 September 1992, en 'n lasbrief vir eksekusie gedateer 12 Oktober 1992, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroskantoor, Harpurlaan, Benoni, op Woensdag, 18 Augustus 1993 om 11:00:

Erf 445, Benoni-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 595 vierkante meter, geleë Victoriastraat 55, Benoni.

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

'n Woonhuis bestaande uit vier slaapkamers, sitkamer, eetkamer en badkamer. Buitegeboue bestaande uit afdak vir twee motors, vyf bediendekamers, stort en toilet.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof Benoni, Princesslaan 84, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieër verkoop.

3. Koopprys is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bank of bouvereniging verseker word.

Gedateer te Benoni hierdie 15de dag van Julie 1993.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 845-3216.) (Verw. mnr. De Heus/mev. Maartens/CC1598.)

Case 1024/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **D. C. Stopforth,** First Defendant, and **L. C. Stopforth,** Second Defendant

In execution of a judgment of the above Honourable Court dated 12 May 1993, and a warrant of execution, the following property will be sold in execution on 13 August 1993 at 11:00, at the office of the Sheriff, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord:

Erf 855, situated in the Township Sinoville, Registration Division JR, Transvaal, in extent 991 square metres, held under Deed of Transfer T64268/87, subject to the conditions contained more fully set out in the aforesaid Deed of Transfer ánd especially to the reservation of mineral rights.

Physical address: 276 Antun Street, Sinoville.

The following additional information are given but no liability will be taken should it be defective:

Reserve price: There will be no reserve price.

Improvements:

ANNEXURE A

The improvements are as follows:

1. *Walls:*

Plastered and painted.

2. *Roof:*

Corrugated flat roof.

3. *Home consists of:* Three bedrooms, lounge, TV-room, kitchen, two bathrooms, dining-room and laundry.

4. *Floor covering:*

Carpets in lounge, TV-room, bedrooms and dining-room, tiles in kitchen, bathrooms and laundry.

5. *Outbuildings:* Two garages, servant's quarter, toilet and store-room.

6. Is there a swimming-pool? Yes.

7. Is there a borehole? Yes.

The property is also known as 276 Antun Street, Sinoville.

Terms and conditions:

Terms:

The purchase price shall be 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 14 (fourteen) days from date of sale by means of a bank or building society guarantee.

Conditions:

The full conditions of sale, which will be read out by the Sheriff, Wonderboom, prior to the sale, may be inspected at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

Signed at Pretoria North on this 2nd day of July 1993.

Smuts, Uys & Van der Schyff, Attorneys for Plaintiff, First Floor, Zeldapark Building, 570 Gerrit Maritz Street; P.O. Box 16454, Pretoria North. (Tel. 546-2331/2.) (Ref. Z. Uys/ALL/856.)

Case 7713/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Standard Bank of South Africa Ltd,** Plaintiff, and **William Robert Brits,** First Defendant, **Hendrik Marthinus Brits,** Second Defendant, and **Jacobus Johannes Brits,** Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, the following properties without a reserve will be sold in execution to the highest bidder, to be held on 11 August 1993 at 10:00, in front of the Magistrate's Office, Frank Street, Balfour:

(a) Erf 519, situated in the Town Willemsdal, Registration Division IR, Transvaal, measuring 2 815 square metres, held by the First Defendant under Deed of Transfer T13200/85, situated opposit the old Municipality Building in Botha Street, Willemsdal.

(b) Erf 520, situated in the Town Willemsdal, Registration Division IR, Transvaal, measuring 2 380 square metres, held by the First Defendant under Deed of Transfer T13200/85, situated opposit the old Municipality building in Botha Street, Willemsdal.

(c) Portion 1 of Erf 120 situated in the Town Willemsdal, Registration Division IR, Transvaal, measuring 1 178 square metres, held by the First Defendant under Deed of Transfer T10267/88, situated in Geldenhuys Street, Willemsdal.

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

Erf 519, dwelling-house consisting of four bedrooms with normal outbuildings.

Erf 520, steel constructed building measuring approximately ±50 square metres with an office and two toilets.

Portion 1 of Erf 120, dwelling-house consisting of four bedrooms, two bathrooms and large kitchen. Outbuildings consisting of double garage and servants' quarters.

Terms: 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 furnished to the Sheriff within 30 (thirty) days after the date of sale.

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

D. J. Foure, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R321280/as.)

Case 5967/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Pereira Camilo,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 12 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 offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 7 as shown and more fully described on Sectional Plan SS155/86, in the building or buildings known as Ascot Park, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section, in accordance with the participation quota of the said section, measuring 79 (seventy-nine) square metres, held by the Defendant under Certificate of Registered Sectional Title ST155/86 (7) (Unit), being Unit 7, Ascot Park, Corlett Drive, Corlett Gardens.

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

The dwelling consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand), on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 26th day of May 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account. Z65039.) (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cvdn.)

Case 11880/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Karatouliotis Konstandinos**, First Defendant, and **Gillen Hesda Mariet,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 12 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, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 548, Kibler Park Township, Registration Division IQ, Transvaal, measuring 1 097 (one thousand and ninety-seven) square metres, held by the Defendants under Deed of Transfer T29168/90, being 49 Milner Drive, Kibler Park, Johannesburg.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., shower, bar, kitchen, double garage, servants' quarters and outside shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand), on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 17th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account. Z68535.) (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cvdn.)

Case 19493/92
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 **Petersen Neville,** First Defendant, and **Petersen Mareil,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 12 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, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 887, Turffontein Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres, held by the Defendants under Deed of Transfer T3099/92, being 42 De Villiers Street, Turffontein, Johannesburg.

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

The dwelling consists of entrance hall, lounge, dining-room, sun room, two bedrooms, bathroom/w.c., kitchen, laundry, store-room, garage, servant's room and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges, minimum of R100 (one hundred rand), on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 17th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account. Z51517.) (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cb.)

Case 15017/91

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Janine Louise Minnie,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Randburg, and writ of execution, the property listed hereunder will be sold in execution on Tuesday, 17 August 1993 at 14:30, in front of the Court-house, Randburg, by the Sheriff of the Court, Midrand:

Portion 5 of Erf 6, Buccleuch Township, situated at 8 Huckelberry Lane, Buccleuch, measuring 1 502 (one thousand five hundred and two) square metres.

Improvements described hereunder are not guaranteed.

Main building: Entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom and w.c.

Outbuildings: Two garages, servant's room and bathroom/w.c.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale. Sheriff of Court's commission payable by purchaser on date of sale.

Dated at Sandton this 25th day of June 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City, Sandton. (Tel. 883-2740.) (Ref. K. J. Braatvedt/ld.)

Case 2621/93

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

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Shinga Ronald Mathebula,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp, and writ of execution dated 27 May 1993, the following property will be sold in execution on Wednesday, 18 August 1993 at 10:00, at the office of the Sheriff for Krugersdorp, Magisterial District, Ground Floor, Klaburn Court, 22B Ockerse Street, Krugersdorp, to the highest bidder, namely:

The Defendant's right, title and interest in and to his right of leasehold in respect of Erf 13495, situate in the Township of Kagiso Extension 8, Registration Division IQ, Transvaal, in extent 373 (three hundred and seventy three) square metres, held by Certificate of Registered Grant of Leasehold TL36630/92, known as Erf 13495, Kagiso Extension 8 Township, upon which is erected a single storey residential building constructed of brick and plaster with a tiled roof comprising lounge, kitchen, two bedrooms, bathroom and toilet. Carpeted. Fairly well built house in an elite area.

No guarantee is however given in respect of the foregoing description.

Terms: R5 000 cash or a bank-guaranteed cheque in favour of the Sheriff, 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 undermentioned office of the Plaintiff's Attorneys.

The Plaintiff is willing to consider granting a bond to an approved purchaser.

Phillips & Osmond - Louw & Heyl, Plaintiff's Attorney, First Floor, Mutual & Federal Centre, 52 Von Brandis Street, Krugersdorp.

Case 11734/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Adam Brenda Peggy,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg, on Thursday, 12 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 offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 5 as shown and more fully described on Sectional Plan SS117/1985 in the building or buildings known as St Anthony and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, measuring 81 m^2, held by the Defendant under Certificate of Registered Title St117/1985(5)(Unit), being Flat 1, St Anthony, 65 Wolmarans Street, Johannesburg.

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

The dwelling consists of entrance hall, lounge, dining-room, bedrooms, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges. Minimum of R100 (one hundred rand) on the proceeds of the sale up to 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 16th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Glyn/Mr. Roos/NG/cvdn.) (Account Z68248.)

Case 4642/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Meldau Joseph Carl Nicholas,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg, on Thursday, 12 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 offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Stand 601, Observatory Township, Registration Division IR, Transvaal, measuring 2 221 m², held by the Defendant under Deed of Transfer T46115/91, being 230 Regent Street, Obseratory Extension.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, pantry, scullery, double garage, store-room, three servants' quarters and outside w.c./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 or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges. Minimum of R100 (one hundred rand) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 26th day of May 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Glyn/Mr. Roos/NG/cvdn.) (Account Z65133.)

Case 06522/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Dlamini Nkululeko Francis,** First Defendant, and **Dlamini Constance Jennifer,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg, on Thursday, 12 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 offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 779, Regents Park Extension 4 Township, Registration Division IR, Transvaal, measuring 629 m², held by the Defendants under Deed of Transfer T35055, being 79 North Road, Regents Park Extension 4, Johannesburg.

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

The dwelling consists of entrance hall, lounge, dining-room, TV-room, kitchen, three bedrooms, bathroom/w.c. and a garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges. Minimum of R100 (one hundred rand) on the proceeds of the sale up to 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 17th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms. Glyn/Mr. Roos/NG/cvdn.) (Account Z44078.)

Case 5402/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Reddy Krishna,** First Defendant, and **Reddy Padmavathee,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 11 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 1329, Azaadville Extension 1 Township, Registration Division IQ, Transvaal, measuring 616 m^2, held by the Defendants under Deed of Transfer T56826/88, being 4 Kamal Crescent, Azaadville Extension 1, Krugersdorp.

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

The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, double garage and shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges. [Minimum of R100 (one hundred rand)] on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 22nd day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65444/FCLS/WR/Mr. Brewer/djl.) (Account Z65444.)

Case 7768/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Rohrs Selwyn Walter,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 12 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Portion 13 of Erf 320, the De Deur Estates Limited Township, Registration Division IQ, Transvaal, measuring 8640 m^2, held by the Defendant under Deed of Transfer T76303/92, being Plot 13 Middle Road, corner of Rowell and Middle Roads, De Deur, Vereeniging.

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

The dwelling consists of lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., kitchen and swimming-pool. Flat: Bedroom, kitchen, bathroom/w.c. and lounge.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges. [Minimum of R100 (one hundred rand)] on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 22nd day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z66189/FCLS/WR/Mr Brewer/djl.) (Account Z66189); (or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging.) (Tel. 21-3400. Ref. Mr Bouwman.)

Case 5687/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Hart Louis Humphrey,** First Defendant, and **Hart Colleen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg, on Thursday, 12 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, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 1142, Eldoradopark, Registration Division IQ, Transvaal, measuring 278 m^2, held by the Defendants under Deed of Transfer T11980/86, being 88 Goud Street, Eldoradopark.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, two servants' rooms and bath/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges. [Minimum of R100 (one hundred rand)] on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 23rd day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z65651/FCLS/WR/Mr Brewer/djl.) (Account Z65651.)

Case 7288/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Pedersen Karl Wilhelm,** First Defendant, and **Pedersen May Maureen,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 12 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Erf 550, Henley on Klip Township, Registration Division IR, Transvaal, measuring 3 288 m^2, held by the Defendants under Deed of Transfer T7738/85, being 550 The Drive Henley on Klip.

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

The dwelling consists of vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges. [Minimum of R100 (one hundred rand)] on the proceeds of the sale up to 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 23rd day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z66186/FCLS/WR/Mr Brewer/djl.) (Account Z66186); (or refer to: Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging.) (Tel. 21-3400. Ref. Mr Bouwman.)

Case 7280/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Collins Malcolm Ian,** First Defendant, and **Collins Ingrid Terry,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 10 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg.

Erf 3813, Randparkrif Extension 29 Township, Registration Division IQ, Transvaal, measuring 1 085 m^2 held by the Defendants under Deed of Transfer T23742/1991, being 3813 Stingray Close, Randpark Ridge Extension 29, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, two garages, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand), and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 28th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/cb.) (Account Z64543.)

Case 3284/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **De Bruin Deon,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 12 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging.

Portion 109 (a portion of Portion 5), of the Farm Nooitgedacht 176, Registration Division IR, Transvaal, measuring 2,0166 hectares, held by the Defendant under Deed of Transfer T19053/1992, being 109 Sante Fe Boulevard, Nooitgedacht 176, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of vacant land.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand), and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z63005/FCLS/WR/Mr Brewer/djl.) (Account Z63005.); (or refer to: The Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging.) (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 20293/92
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 Buildng Society Ltd, Plaintiff, and **Jansen van Vuuren Daniel Rudolf Gerhardus,** First Defendant, and **Jansen van Vuuren Maria Francina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 12 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging.

Erf 209, Unitas Park Extension 1 Township, Registration Division IQ, Transvaal, measuring 898 m^2 held by the Defendants under Deed of Transfer T45902/1991, being 26 Bob Hewitt Street, Unitas Park, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, kitchen, scullery, three bedrooms, bathroom/w.c./handwash basin, shower/w.c./handwash basin, 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand), and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z51942/FCLS/WR/Mr Brewer/djl.) (Account Z51942.); (or refer to: Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging.) (Tel. 21-3400.) (Ref. Mr Bouwman.)

Case 31536/92
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 **Landman Hester Emma,** 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 12 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging.

Erf 239, Vereeniging, Registration Division IQ, Transvaal, measuring 1 075 m^2 held by the Defendant under Deed of Transfer T67313/1987, being 70A Hofmeyer Avenue, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, family room, kitchen, three bedrooms, two bathrooms/w.c., servant's room and w.c. *Flat:* Bedroom, kitchen and bathroom/shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand), and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z60038/FCLS/WR/Mr Brewer/djl.) (Account Z60038.); (or refer to: Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging.) (Tel. 21-3400.) (Ref. Mr. Bouwman.)

Saak 19169/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS Bank Ltd,** Eiser, en **Moller, Gerhard Christian John,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys as 'n eenheid gehou word ten kantore van die Balju, Randburg, te Elnarandhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, op 10 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, Randburg, voor die verkoping ter insae sal lê:

Erf 11 Fourways, geleë te Quellastraat 5, Fourways, groot 1 800 vierkante meter, Registrasieafdeling IQ, Transvaal, Titelakte T31479/89.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie: Dubbelverdiepingwoonhuis onder teëldak bestaande uit vier slaapkamers, twee badkamers, stortbad, twee toilette, familiekamer, ingangsportaal, sitkamer, eetkamer, studeerkamer, kombuis, twee motorhuise en buite stortbad.

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 die dag van die verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n maksimum 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 Randburg op hierdie 5de dag van Julie 1993.

Bezuidenhout Van Zyl Ing., Eiser se Prokureur, Derde Verdieping, Surrey Place, Surreylaan 295, Randburg. (Tel. 789-3050.) (Verw. B. Fourie/SC.) (P.a. Hugo Venter, Himonthuis, Jorissenstraat 80, Braamfontein, Johannesburg.)

Case 7151/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Leghlo Wallace,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 12 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 offices of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg:

Section 39, as shown and more fully described on Sectional Plan SS53/1981, in the building or buildings known as Blue Haze, situated at Berea Township, Local Authority, Johannesburg, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 73 m^2, held by the Defendant under Deed of Transfer ST12256/92, being 12 Olivia Road, Flat 73, Blue Haze, Berea, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand), and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 16th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG.cvdn.) (Account Z64915.)

Case 7589/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Menezes Raul da Silva,** First Defendant, and **Menezes Rosaline,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 12 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, Johannesburg, 131 Marshall Street, Johannesburg:

Stand 234, Glenvista, Registration Division IR, Transvaal, measuring 994 m^2, held by the Defendants under Deed of Transfer T32699/92, being 82 Vista Drive, Glenvista.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, family room, dining-room, study, three bedrooms, two bathrooms/w.c./shower, separate w.c./shower, kitchen, breakfast room, double garage, servants' room and outside bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand), and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg on this the 16th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cvdn.) (Account Z66743)

Case 5661/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Correia Joaquim Marques,** First Defendant, and **Correia Anabela Real,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 12 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, Johannesburg, 131 Marshall Street, Johannesburg:

Erf 81, Moffatview Township, Registration Division IR, Transvaal, measuring 811 m^2 held by the Defendants under Deed of Transfer T3070/1992, being 310 Southern Klipriversburg Road, Moffatview, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage, servant's room, outside w.c. and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand), and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Ms Glyn/Mr Roos/NG/cvdn.) (Account Z58576.)

Case 555/92

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mbekeni Alfred Ntenga,** Defendant

In pursuance of a judgment of the Court of Westonaria and writ of execution dated 5 May 1993 the following property will be sold in execution on Friday, 6 August 1993 at 10:00, in front of the Magistrate's Court, Westonaria, to the highest bidder:

All the Defendant's right, title and interest into his right of leasehold in respect of Erf 2687, Bekkersdal Township, Registration Division IQ, Transvaal, in extent 314 square metres, held by Certificate of Registered Grant of Leasehold TL14698/91, situated at Erf 2687, Bekkersdal, Westonaria.

Improvements: Single storey dwelling under tiled roof comprising two bedrooms, bathroom, kitchen and lounge/dining-room, in regard to which, however, nothing is guaranteed.

Terms:

1. R5 000 or 10% (ten per centum) of the purchase price (whichever shall be the greater) cash at the time of the sale and the balance against registration of transfer to be secured by an approved bank or building society guarantee to be delivered within 21 days, the purchaser to pay transfer costs, rates, etc.

2. The property will be sold voetstoots subject to any tenancy.

3. The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the Sheriff's Office, Westonaria.

4. The Plaintiff is prepared to grant a bond to an approved purchaser.

Dated at Westonaria this 7th day of July 1993.

S. W. Kruger, for Truter Crous Wiggil & Vos, Attorney for Plaintiff, Truvos Building, 88 Briggs Street, Westonaria. (Ref. Mr Kruger/eb/NP219.)

Case 23842/92
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 **Lottering Frederick Johannes Jacobus,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Brakpan, at 439 Prince George Avenue, Brakpan, on Friday, 13 August 1993 at 11:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff for the Supreme Court, Brakpan, 439 Prince George Avenue, Brakpan:

Erf 288, Brenthurst Township, Registration Division IR, Transvaal, measuring 783 m^2, held by the Defendant under Deed of Transfer T8056/91, being 14 Zeeman Street, Brenthurst, Brakpan.

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

The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, double garage, servants' quarters and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this day of July 1993.

Routledges Inc, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Mr King/kw.) (Account No.: Z54249.)

Case 3802/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Massia Georghios Nicola**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday, 11 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 offices of the Sheriff for the Court, Alberton, at Johriahof, 4 Du Plessis Street, Florentia, Alberton:

Stand 1491, Randhart Extension 2 Township, Registration Division IR, Transvaal, measuring 1 006 m^2, held by the Defendant under Deed of Transfer T26183/87, being 8 Amfibool Street, Randhart.

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

The dwelling consists of entrance-hall, lounge, family room, dining-room, three bedrooms, bathroom/w.c./shower, bathroom/w.c., kitchen, scullery, store-room, outside toilet and three 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 bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 29th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z64854.) (Ref. Ms Glyn/Mr Roos/NG/Sam.)

Case 5688/93
PH 267

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Harrichundar Gobal,** First Defendant, and **Harrichundar Ranirmadevi,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 12 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Erf 698, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 577 m², held by the Defendants under Deed of Transfer T77585/92, being 8 Corner Clove and Peppercorn Crescent, Zakariyya Park, Extension 4, Vereeniging.

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

The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 23rd day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z65656.) (Ref. Z65656/FCLS/WR/Mr Brewer/djl.) (Or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. Ref. Mr Bouwman. Tel. 21-3400.)

Saak 3172/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS Bank Bpk** (Reg. No. 87/01384/06), Eiser, en **B & O Investments & Building Contractors,** Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 8 Junie 1993, sal die ondervermelde eiendom op 18 Augustus 1993 om 10:00, aan die hoogste bieër by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 3361, Noordheuwel-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 1 064 (eenduisend vier-en-sestig) vierkante meter, ook bekend as Fiksweg 1, Noordheuwel-uitbreiding 4, Krugersdorp.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig, die voorwaardes van die Akte van Transport, die volledige verkoopvoorwaardes en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkel verdieping met sitkamer/eetkamer, badkamer, toilet, drie slaapkamers, kombuis, studeerkamer. Eiendom is omhein.

3. *Terme:* Tien per centum (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 16% (sestien per centum) welke rente bereken moet word op die eisbedrag van die Skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 9de dag van Julie 1993.

Willem C. J. van Rensburg, vir Van Rensburg & Cilliers, Eerste Verdieping, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. WVR/LM/IN1642/N201.)

Case 1912/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Pieter de Klerk Groenewald,** Defendant

Be pleased to take notice that on 9 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 Erf 51, Solheim Township, Registration Division IR, Transvaal, measuring 818 (eight hundred and eighteen) square metres, held by virtue of Deed of Transfer T14516/74.

Also known as 22 Zenith Street, Solheim, Germiston.

Improvements reported: Kitchen, lounge, dining-room, three bedrooms, two bathrooms, two garages (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 the 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 centum) 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 23rd day of June 1993.

Huftel Klawansky & Farber, Eighth Floor, Standard Towers, 247 President Street, Germiston. (Tel. 873-9250.) (Ref. BEF/Mrs J. Nadin/N042/92.)

Case 11433/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **First National Bank of Southern Africa Ltd,** Plaintiff, and **Stanofsky Ralf Paul Rudolf,** First Defendant, and **Stanofsky Mechthilde Maria,** 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, 10 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 44, Kensington B Township, Registration Division IR, Transvaal, area 1 487 square metres, situation 9 Grey Street, Kensington B, Randburg.

Improvements (not guaranteed): Single storey detached dwelling, brick under tile, comprising lounge, dining-room, study, three bedrooms, fitted kitchen, two bathrooms, separate toilet. Fitted carpets and ceramic flooring; separate double garage and staff quarters. Brick/tile large verandah, pool and paving. Boundary wall.

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

Dated at Johannesburg on this the 28th day of June 1993.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/FN3082.)

Case 2075/92

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 **B. J. Twala,** First Defendant, and **Z. D. Twala,** Second 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 sell:

The Defendant's right, title and interest in:

Certain Site 8334, Thokoza Extension 2 Township, also known as Site 8334, Thokoza Extension 2, Thokoza, measuring 319 (three hundred and nineteen) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A single storey residence consisting of kitchen, bedroom and an outside toilet. The property is not fenced.

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 20% (twenty per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (whichever is the greater) together with 4% (four per centum) Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within 14 days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the 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 1st day of July 1993.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwick Centre, 17 Fore Street, New Redruth, Alberton; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr Du Plessis/AS/6230/FNB/T.)

Case 3125/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **United Bank,** a division of ABSA Bank Ltd, Execution Creditor, and **Hendrik Andries Nel,** Execution Debtor

The following property will be sold in execution on 12 August 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain: Erf 378, Edleen Township, Registration Division IR, Transvaal, situated at 61 Modderhill Road, Edleen, Kempton Park, measuring 991 (nine hundred and ninety-one) square metres.

Consisting of lounge, two bathrooms, dining-room, two toilets, three bedrooms, garage, kitchen, study, family/TV-room, pool, bar and driveway. All under a tiled roof. The property is completely surrounded.

Subject to certain servitudes held under Deed of Transfer T6684/92.

Judgment debt: R160 264,60 plus interest at 16,75% (sixteen comma seven five per cent) per annum from 1 April 1993 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated this 30th day of June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/UT48.)

Case 143/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **Allied Bank,** a division of ABSA Bank Ltd, Execution Creditor, and **Johannes Cornelius Smith,** First Execution Debtor, and **Francina Carolina Smith,** Second Execution Debtor

The following property will be sold in execution on 12 August 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain: Erf 1432, Birchleigh North Township, Registration Division IR, Transvaal, situated at 24 Gabriel Street, Birchleigh North, Kempton Park, measuring 1 000 (one thousand) square metres.

Consisting of lounge, two bathrooms, dining-room, two toilets, three bedrooms, garage, kitchen and driveway. All under a tiled roof. The property is surrounded by pre-cast walls.

Subject to certain servitudes held under Deed of Transfer T37475/91.

Judgment debt: R101 024,92 plus interest at 20% (twenty per cent) per annum from 27 December 1991 to date of final payment.

The conditions of sale will be read out immediatly prior to the sale and may be inspected at the said Sheriff's office.

Dated this 30th day of June 1993.

Van Rensburg, Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/AB784.)

Case 1080/93

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

In the matter between **United Bank,** a division of ABSA Bank, Execution Creditor, and **Phyllis Isobel Venter,** Execution Debtor

The following property will be sold in execution on 9 August 1993 at 10:00, at the Sheriff's Office, Du Pisanie Building, 74 Joubert Street, Germislton:

Certain: Erf 38, Gosforth Park Township, Registration Division IR, Transvaal, situated at 4 Hawaii Street, Gosforth Park, Germiston, measuring 1 064 (one thousand and sixty-four) square metres.

Consisting of lounge, three bedrooms, two bathrooms, toilet and garage. Fencing.

Subject to certain servitudes held under Deed of Transfer T28161/90.

Judgment debt: R67 085.53 plus interest at 16,75% (sixteen comma seven five per cent) per annum from 1 March 1993 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated this 29th day of June 1993.

Van Rensburg, Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/UA32.)

Case 12009/88

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 **Mrs C. Powell,** Defendant

In execution of a judgment of the above Honourable Court, dated 27 January 1989, the following property will be sold in execution on Monday, 9 August 1993 at 10:00, at Du Pisanie Building, Joubert Street, Germiston, to the highest bidder, viz.:

Erf 532, Albermarle Extension 2 Township, Registration Division IR, Transvaal, measuring 1 140 (one thousand one hundred and forty) square metres, upon which there is a dwelling-house and the usual outbuildings, also known as 34 Vogelman Street, Albermarle Extension 2, Germiston.

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, immediately prior to the sale, may be inspected at his offices at Du Pisanie Building, Joubert Street, Germiston, or at the offices of Levine & Freedman, 201–5 United Building, 177 President Street, Germiston.

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

A. L. Freedman, for M. Levine & Freedman, Plaintiff's Attorneys, 201–5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/3247(G).]

Case 847/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Wriothesley Denny,** First Defendant, and **Dale Audrey Heim,** Second Defendant

A sale without reserve will be held at the Sheriff's Office, 2 Northview, 45 Richards Drive, Halfway House, Midrand, on Wednesday, 18 August 1993 at 14:30, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale;

Portion 6 of Erf 110, Buccleuch Township, Registration Division IR, Transvaal, being 6/110 Argyle road, Buccleuch, measuring 1 487 (one thousand four hundred and eighty-seven) square metres.

Improvements described hereunder are not guaranteed:

Main building: Entrance-hall, lounge, dining-room, family room, four bedrooms, two bathrooms/w.c, kitchen and pantry.

Outbuildings: Two garages, servant's room and w.c.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 2nd day of July 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/ld.)

Case 2463/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **United Bank** a division of ABSA Bank Ltd, Execution Creditor, and **Johannes Jacobus du Preez,** First Execution Debtor, and **Linda Jane du Preez,** Second Execution Debtor

The following property will be sold in execution on 12 August 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Erf 2492, Birch Acres, Extension 12, Township, Registration Division IR, Transvaal, situated at 55 Kransduif Street, Birch Acres, Extension 12, Kempton Park, measuring 987 (nine hundred and eighty-seven) hectares.

Consisting of lounge, three bathrooms, dining-room, two toilets, three bedrooms, three garages, kitchen, driveway, all under tiled roof. The property is surrounded by four precast walls. Subject to certain servitudes held under Deed of Transfer T26673/85.

Judgment debtor R63 240,88 (sixty-three thousand two hundred and forty comma eighty-eight rand), plus interest at 16.75% (sixteen comma seventy-five per centum) per annum from 1 March 1993, to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated on the 5th day of July 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/UT42.)

Case 2671/93

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

In the matter between **ABSA Bank Ltd,** Execution Creditor, and **Brenda Carol Morgan,** Execution Debtor

The following property will be sold in execution on 9 August 1993 at 10:00, at the Sheriff's Office, Du Pisanie, 74 Joubert Street, Germiston:

Certain Erf 18, Klopper Park Township, Registration Division IR, Transvaal, situated at 11 Planeet Street, Klopper Park, Germiston, measuring 793 (seven hundred and ninety-three) square metres.

Consisting of dining-room, lounge, three bedrooms, bathroom, two toilets, garage, shed.

Subject to certain servitudes held under Deed of Transfer T20616/91.

Judgment debtor R93 352,05 (ninety-three thousand three hundred and fifty-two comma five rand) plus interest at 16.75% (sixteen comma seventy-five per centum) per annum from 1 April 1993, to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated the 30th day of June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/AG4.)

Case 5545/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

In the matter between **United Bank** a division of ABSA Bank Ltd, Execution Creditor, and **Ebenaezer Dicks,** First Execution Debtor, and **Caraleen Martha Magrieta Dicks,** Second Execution Debtor

The following property will be sold in execution on 12 August 1993 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park:

Certain Erf, holding 60 Pomona Estates, Agricultural holdings, Registration Division IR, Transvaal, situated at 60 Maple Street, Pomona, Kempton Park, measuring 2,0229 (two thousand comma two hundred and twenty-nine) hectares.

Consisting of lounge, two bathrooms, dining-room, two toilets and shower, four bedrooms, three garages, family/TV-room, kitchen, carport, swimming-pool. All under a tin roof. The property is completely surrounded.

Subject to certain servitudes held under Deed of Transfer T48881/90.

Judgment debtor R214 820,98 (two one four eight two nought comma nine eight rand) plus interest at 16.75% (sixteen comma seventy-five per centum) per annum from 1 May 1993 to date of final payment.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the said Sheriff's office.

Dated this 30th day of June 1993.

Van Rensburg Schoon & Cronje, 8 Die Eike, corner of Monument Road and Long Street, P.O. Box 755, Kempton Park. (Tel. 970-1203.) (Ref. Mrs Niksch/UT63.)

Case 7777/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division) formerly known as United Bank Ltd and prior to that United Building Society Ltd, Plaintiff, and **Engelbrecht Carl Heinrich,** First Defendant, and **Engelbrecht Jacqueline,** 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 3061, Witpoortjie Extension 19 Township, Registration Division IQ, Transvaal, measuring 710 m^2, held by the Defendants under Deed of Transfer T37110/1991, being 8 Goedehoop Street, Witpoortjie Extension 19, Roodepoort.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, three bedrooms, bathroom/w.c, kitchen, servant's room and shower/w.c.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payabale 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 R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 9th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.: Z66306.) (Ref. Z66306/FCLS/WR/Mr Brewer/djl.)

Case 12111/92
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 **Keyser Mark Douglas,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the sales rooms of the Sheriff for the Supreme Court, 182 Progress Avenue, Technikon, Roodepoort, on Friday, 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 offices of the Sheriff for the Supreme Court, Roodepoort, 182 Progress Avenue, Technikon, Roodepoort.

Erf 252, Florida North Township, Registration Division IQ, Transvaal, measuring 839 m^2, held by the Defendant under Deed of Transfer T48081/1991, being 12 Dan Pienaar Street, Florida North.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, three bedrooms, kitchen, bathroom/w.c, garage, two servant's rooms, w.c. and patio.

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 calculated as follows: The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 9th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z47414.) (Ref. Z47414/FCLS/WR/Mr Brewer/djl.)

Case 4142/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division) formerly known as United Bank Ltd and prior to that United Building Society Ltd, Plaintiff, and **Larsen Wesselina Andrias Johanna,** First Defendant, and **Joubert Johannes Joost,** 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, 182 Progress Avenue, Technikon, Roodepoort:

Erf 331, Quellerina Extension 1 Township, Registration Division IQ, Transvaal, measuring 1 512 m^2, held by the Defendants under Deed of Transer T24911/1990, being 39 Kompas Crescent, Quellerina, Florida.

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, four bedrooms, two bathrooms/w.c., kitchen, laundry, scullery, double garage and shower/w.c.

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

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

Dated at Johannesburg this 9th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No.:Z64887.) (Ref. Z64887/FCLS/WR/Mr Brewer/djl.)

Case 26467/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) formerly known as Nedperm Bank Ltd, Plaintiff, and **Lynette Sandra Hilton,** 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 12 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 366, Pageview Township, Registration Division IR, Transvaal, area 248 (two hundred and fourty-eight) square metres, situation 28 22nd Street, Pageview, Johannesburg.

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

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

Dated at Johannesburg on this 14th day of July 1993.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-179.)

Case 1196/92

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

In the matter between **Mac Investments,** Plaintiff, and **Thomas Milton,** Defendant

On 20 August 1993 at 10:00, a public auction sale will be held in front of the Court-house, Fox Street-entrance, Johannesburg, at which the Sheriff of the 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 Erf 2277, Eldoradopark Extension 1 Township, Registration Division IQ, Transvaal, measuring 320 (three hundred and twenty) square metres, also known as 7 Hercules Road, Eldoradopark Extension.

Improvements reported (which are not warranted to be correct and are not guaranteed): Lounge, dining-room, two bedrooms, bathroom, toilet and kitchen (hereinafter referred to as the property).

The property will 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 the bondholders, being the (property is bond free) and 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 centum) of the purchase price or R500, whichever is the greater, shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.
within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 100 Sheffield Street, Turffontein.

Dated at Germiston on this 22nd day of June 1993.

Stupel & Berman, Plaintiff's Attorneys, Third Floor, Standard Towers, 247 President Street, Germiston. (Ref. Mr Berman/HVT.)

Case 14142/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and **Goenaseelan Veloo,** 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 12 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 2394, Lenasia Extension 1 Township, Registration Division IQ, Transvaal.

Area: 496 square metres.

Situation: 41 Honeysuckle Avenue, Rainbow Valley, Lenasia Extension 1.

Improvements (not guaranteed): A house under tiled roof consisting of four bedrooms, bathroom, kitchen, lounge, dining-room and garage with brick walls around the property.

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

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

M. M. Kapelus, for E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref. Foreclosures/SAPE 7156-056.)

Case 34881/92
PH 124

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), Plaintiff, and **Christine Harley Rudolph,** First Defendant, and **Andre Paul Rudolph,** Second Defendant

A sale without reserve will be held at the Sheriff's Office, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, on Tuesday, 17 August 1993 at 10:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff prior to the sale:

Holding 126, Glenferness Extension 1 Agricultural Holdings, Registration Division JR, Transvaal, being corner of Macgillyvray & Main Roads, Glenferness Agricultural Holdings, measuring 1,9112 hectares.

Improvements described hereunder are not guaranteed.

Main building: Entrance hall, lounge, dining-room, four bedrooms, three bathrooms/w.c. and kitchen.

Outbuildings: Three garages, servant's room, store-room, shower/w.c. and swimming-pool.

Terms: 10% (ten per centum) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg this 25th day of June 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. K. J. Braatvedt/ld.)

Case 6429/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Lee Tony,** First Defendant, and **Lee Patricia Charmaine,** 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 807, Strubensvalley Extension 3 Township, Registration Division IQ, Transvaal, measuring 672 m^2, held by the Defendants under Deed of Transfer T39488/1991, being 953 Spaargeld Avenue, Strubensvalley Extension 3, Roodepoort.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen and 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to a price of R20 00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z66009.) (Ref. Z66009/FCLS/WR/Mr Brewer/djl.)

Case 2569/93

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

In the matter between **Saambou Bank Ltd,** Plaintiff, and **Chemaly Ndouivile Qhele,** First Defendant, married in community of property to **Nomziwake Lydia Qhele,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 14 June 1993, and writ of execution dated 14 June 1993, the following property will be sold in execution on Wednesday, 18 August 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johria Building, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain all right, title and interest in the leasehold in respect of Erf 11067, Tokoza Extension 2, previously Erf 396, Tokoza Extension 2 Township.

Street address: 11067 Tokoza Extension 2, previously Erf 396, Tokoza Extension 2, measuring 338 square metres, held under Certificate of Registered Grant of Leasehold TL45337/1990 dated 21 November 1990.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Vacant stand.

Outbuildings: None.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 19,25% (nineteen comma two five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 8th day of July 1993.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, Allied House, First Floor, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss J. Hayward.)

Case 9425/92

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

In the matter between **Standard Bank of S.A.,** Plaintiff, and **Dhlamini V. M.,** Defendant

On Thursday, 5 August 1993 at 10:00, a public auction sale will be held at the Sheriff's Office, at 8 Park Street, Kempton Park, at which the Sheriff pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made theunder sell all the right, title and interest in and to the leasehold over:

Property: Erf 557, in the Township of Thembisa Extension 1, Kempton Park, measuring 313 square metres, held under Deed of Transfer TL88401/92.

Description: Single-storey house built of brick and/or cement under tiled roof consisting of three bedrooms, bathroom, dining-room, toilet, kitchen and garage.

Improvements are not guaranteed.

The material conditions of sale are:

1. Voetstoots and without reserve.

2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.

3. Possession and occupation on payment of deposit and costs.

4. Further conditions available for inspection at Sheriff's Office, Kempton Park.

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

A. Louw, for Moodie Moodie & Van Rensburg, Legis Domus Building, Trichardt Street, Boksburg. (Tel. 892-3050.) (Ref. O. Smuts/E602.)

Case 3332/92

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

In the matter between **ABSA Bank Ltd** (86/04794/06), Allied Bank Division, Plaintiff, and **Mhlupheki Zabulon Masondo,** First Defendant, married in community of property to **Zane Ellen Masondo,** Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton dated 18 May 1992, and writ of execution dated 15 June 1993, the following property will be sold in execution on Wednesday, 18 August 1993 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johria Building, Du Plessis Street, Alberton, to the highest bidder, viz:

Certain section 12 in the building or buildings known as Edenplace, situated at 43 Abraham Street, Eden Park Township, Registration Division IR, Transvaal.

Street address: 12 Eden Place, 43 Abraham Street, Eden Park, Alberton, measuring 102 square metres, held by Certificate of Registered Sectional Title ST98/1990 (12) (Unit), dated 29 October 1990.

Zoning: Residential.

Special use or exemptions: None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows:

Main building: Entrance hall, lounge, dining-room, kitchen, three bedrooms and bathroom.

Outbuildings: Garage.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 19% (nineteen per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 8th day of July 1993.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss J. Hayward.)

Case 14143/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Nedcor Bank Ltd** (No. 51/00009/06), formerly known as Nedperm Bank Ltd, Plaintiff, and **Bernard George Jones,** 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 12 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 1136, Westdene Township, Registration Division IR, Transvaal, area 782 square metres, situation 45 Motor Street, Westdene, Johannesburg.

Improvements (not guaranteed): A semi detached house under iron roof consisting of entrance-hall, lounge, two bedrooms, full bathroom, kitchen and garage with precast walls around the property (portion 2) plus vacant land (portion 3).

Terms: 10% (ten per cent) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (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 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/SAPE7154-044.)

Case 5023/91

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Clive Justin MacKenzie,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Randburg, and writ of execution, dated 16 October 1991, the property listed hereunder will be sold in execution on Wednesday, 11 August 1993 at 10:00, in front of the Magistrate's Court, Randburg, to the highest bidder:

Certain Portion 14 of Erf 602, Northwold Extension 23 Township, situated at 14 Tiffany Street, Northwold Extension 23, measuring 305 square metres.

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

Residence comprising entrance-hall, lounge, dining-room, kitchen, two bedrooms, bathroom and w.c.

Outbuildings comprise single garage, brick driveway, paving, fencing and walling.

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, Randburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Sandton this day of June 1993.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City. (Tel. 883-2740.) (Ref. K. Braatvedt/mb.)

Case 13824/92
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (Allied Bank division), Plaintiff, and **Bonert, Jack,** 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 Sheriff for the Supreme Court, Sandton, at 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Ferndale, Randburg, on Wednesday, 4 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 offices of the Sheriff for the Supreme Court, Sandton, 13th Floor, Metro Centre, 163 Hendrik Verwoerd Drive, Randburg:

Section 11, as shown and more fully described on Sectional Plan SS21/1977, in the building or buildings known as Allenby Mews, measuring 176 m^2, held by the Defendant under Certificate of Registered Sectional Title ST21/1977 (11) (Unit), being 3B Allenby Mews, Granville Place, Bramley Park, Sandton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, kitchen, enclosed stoep, three bedrooms, bathroom with w.c., bathroom with w.c. and shower, seperate w.c., two garages, maids room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 11th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z48439.) (Ref. Ms Glyn/Mr Roos/hs.)

Case 27/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd** (United Bank Division), formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Cassim, Mohamed Hanief,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on Wednesday, 4 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 offices of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 801, Azaadville Extension 1 Township, Registration Division IQ, Transvaal, measuring 1 274 m^2, held by the Defendant under Deed of Transfer T21394/1986, being 17 Bharat Close, Azaadville Extension 1, Krugersdorp.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance-hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., study, kitchen, laundry, double garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 18th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z62606.) (Ref. Z62606/FCLS/WR/Mr. Brewer/djl.)

Case 39084/92

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

In the matter between **First National Bank of Southern Africa Bank Ltd,** Plaintiff, and **Wardenham Developments CC** (CK89/31869/23), Defendant

In pursuance of a judgment in the Court for the Magistrate of Johannesburg, District of Johannesburg, and a writ of execution, the property listed hereunder which was attached on 23 September 1992, will be sold in execution on Friday, 6 August 1993 at 10:00, at the steps in front of the Court-house, Magistrate's Court, Fox Street, Johannesburg, to the highest bidder:

Certain Erf 96, Orange Grove Township, Registration Division IR, Transvaal, measuring 495 square metres, situated at 29 Sixth Avenue, Orange Grove, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling under corrugated iron consisting of seven living-rooms, kitchen, two and a half bathrooms, two single garages, staff quarters, pool, store-room and wine cellar boundary walling.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for the Magistrate's Court, Johannesburg East, at 4A Sanlam Industrial Park, Prop Street, Selby, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg this 15th day of June 1993.

Dykes, Daly, Plaintiff's Attorneys, Sixth Floor, 66 Smal Street, Johannesburg. (Tel. 792-5242.) (Ref. P. le Mottee/BB856.)

Case 8903/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **Schallies Trading (Pty) Ltd,** Plaintiff, and **Jose Rocha,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale in execution will be held at the offices of the Sheriff, Pretoria Central, a Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 10 August 1993 at 10:00, of the Defendant's undermentioned property subject to a reserve price and on the conditions to be read out by the auctioneer namely the Sheriff, Pretoria Central prior to the sale and which conditions can be inspected at the offices of the Sheriff, Pretoria Central, 228 Visagie Street, Pretoria, prior to the sale:

Certain remaining portion of Erf 1403 in the Township of Villieria, measuring 1 310 square metres, known as 290 28th Avenue, Pierneefrif, Pretoria, held under Deed of Transfer T55430/1987.

Improvements: Dwelling consisting of tin roof, three bedrooms, two bathrooms, lounge, dining-room, family room, study, kitchen and scullery.

Outbuildings consisting of a double garage, servants' quarters and swimming-pool.

Improvements are not warranted to be correct and are not guaranteed.

Conditions: 10% (ten per cent) of the purchase price on the day of sale and the balance payable against registration of transfer to be secured by a bank or building society guarantee or any other acceptable guarantee to be furnished to the Sheriff within 14 (fourteen) days from the date of the sale.

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

Mr Schempers, for Weavind & Weavind Inc., Attorney for Plaintiff, Third Floor, Nedbank Building, 200 Andries Street, Pretoria.

Saak 9182/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **Eastern Province Building Society,** Eiser, en **Thomas Johannes van der Merwe,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Pretoria, gehou te Pretoria, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die kantore van die Balju van Pretoria-Sentraal te Sinodale Sentrum, Visagiestraat 234, Pretoria, op 10 Augustus 1993 om 10:00, van die ondervermelde eiendom van die Verweerder, onderworpe aan die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju te Visagiestraat 228, Pretoria, voor die verkoping ter insae sal lê:

Eiendom Deel 24, in die gebou bekend as Arcadia Gardens, soos meer volledig sal blyk uit Deelplan SS218/82, groot 105 vierkante meter, beter bekend as Arcadia Gardenswoonstelle 504, Pretoriusstraat 634, Arcadia, Pretoria, bestaande uit sit-/eetkamer, kombuis, drie slaapkamers, badkamer en toilet (geen waarborg word in hierdie verband deur ons gegee nie).

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van die transport.

Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 14 (veertien) dae vanaf die datum van die verkoping aan die Balju verskaf word.

Niemann & Swart, De Bruynparkgebou, Suite 11.13, Andriesstraat, Pretoria. (Tel. 21-8686/7/8.) (Verw. mnr. Niemann/juf. Stoltz/11902.)

Saak 6109/93

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

In die saak tussen **Midprop Developments BK,** Eksekusieskuldeiser, en **Constance Kwinda,** Eksekusieskuldenaar

Ter uitvoering van die vonnis van die bogenoemde Agbare Hof, gedateer 10 Mei 1993, en die daaropvolgende lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom op 12 Augustus 1993 om 10:00, by die kantore van die Balju te Parkstraat 8, Kempton Park, aan die hoogste bieder, sonder reserwe en voetstoots geregtelik verkoop word:

Eiendom Erf 3608, Oakmore-uitbreiding, Tembisa, Registrasieafdeling JR, Transvaal, ook bekend as Erf 3608, Oakmore-uitbreiding Tembisa, groot onbekend.

Verbeteringe (geen waarborg word ten opsigte hiervan verskaf nie) driekamersteenwoonhuis onder sink.

En neem verder kennis dat die volledige verkoopvoorwaardes by die kantore van die Balju van die Hof ter insae lê en onder andere die volgende behels:

1. 10% (tien persent) kontant-deposito op datum van verkoping.

2. Balans van die koopsom plus rente binne 14 dae van datum van verkoping d.m.v. 'n waarborg verseker te word.

3. Okkupasie is onderhewig aan enige wettige huurkontrak.

Gedateer te Halfway House op hierdie 7de dag van Julie 1993.

Van Romburghs, Prokureurs vir Eksekusieskuldeiser. (Tel. 315-5737/8.) (Faks. 315-3990.) (Verw. JDVR/I01103/EW.)

Saak 6868/88

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **Die Trust Bank van Afrika Bpk.,** Eiser, en **Pinkster Protestante Kerk,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof, en 'n lasbrief vir eksekusie, gedateer 21 Januarie 1993, sal die volgende onroerende eiendom, wat uitwinbaar verklaar is, in eksekusie verkoop word op 6 Augustus 1993 om 10:00, deur die Balju van die Landdroshof, Beaconsfieldlaan 41A, Vereeniging:

Sekere Erf 353, Rust Ter Vaal, bekend as Sonneblom 6, Rust Ter Vaal, groot 436 vierkante meter.

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 skuldeisers.

2. Die koopprys sal betaalbaar wees soos volg:

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

(b) Die balans is betaalbaar in kontant binne veertien dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bouvereniging gelewer te word binne veertien dae na die dag van die verkoping en welke waarborg vry van kommissie aan die Balju van die Landdroshof te Vereeniging, 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 van die Landdroshof te Vereeniging, en by die eiser se prokureur en sal deur die afslaer voor die verkoping uitgelees word.

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

Geteken te Vereeniging hierdie 30ste dag van Junie 1993.

M. P. Coetzer, vir De Klerk, Vermaak & Vennote, Overvaalgebou, Krugerlaan, Vereeniging, 1930.

Case 3976/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA Bank Ltd,** United Bank Division, formerly known as United Bank Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Williams Winston John,** First Defendant, and **Williams Christina Regina,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 5 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Avenue, Vereeniging:

Erf 4964, Ennerdale Extension 14 Township, Registration Division IQ, Transvaal, measuring 480 m^2, held by the Defendants under Deed of Transfer T10834/1991, being 8 Minette Street, Ennerdale Extension 14, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, lounge, dining-room, kitchen, bathroom/w.c./shower 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 8th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account No. Z63908.) (Ref. Ms Glyn/NG/sam.); or refer to Sheriff for the Supreme Court, 28 Kruger Avenue, P.O. Box 338, Vereeniging. (Tel. 21-3400.) (Ref. Mr Bouwman.)

Saak 29333/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **D. H. van Zyl**, Eerste Verweerder, en **M. W. A. van Zyl**, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 2 Junie 1993, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op 10 Augustus 1993 om 10:00:

(a) Deel 18 (agtien) soos getoon en meer volledig beskryf op Deelplan SS61/78 in die skema bekend as Hollywood Heights, van welke deel die vloeroppervlakte volgens die genoemde deelplan 74 (vier-en-sewentig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, toegedeel van die genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken. Die eiendom is beter bekend as Hollywood Heights 32, hoek van Jorrison- en Troyestraat, Sunnyside, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST61/87 (18) (unit).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, te Visagiestraat 228, Pretoria.

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

Hoofgebou bestaan uit: Een en 'n halwe slaapkamers, badkamer en toilet.

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

Gedateer te Pretoria op hierdie 16de dag van Julie 1993.

Rooth & Wessels, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Ref. Geyser/an/A556.)

Saak 272/92
PH 163

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Nedperm Bank Bpk.**, Eiser, en **Augustus Charles Hodgson**, Verweerder

Ingevolge uitspraak van die Landdroshof vir die distrik Johannesburg, gehou te Johannesburg, in bogemelde saak sal 'n verkoping gehou word op 18 Augustus 1993 om 11:00, by die Landdroshof, Harpurlaan, Benoni, van die ondergemelde eiendom:

Sekere Erf 3176, Northmead-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 912 (negehonderd-en-twaalf) vierkante meter, geleë te Kerkstraat 7, Northmead, Benoni.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Vierslaapkamerhuis met sinkdak en baksteenmure bestaande uit sitkamer, badkamer met stort, toilet, kombuis, motorhuis, afdak en bediendekamer met toilet.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Benoni, Arcadia 214, Prince'slaan 84, of die Eiser se prokureurs, Blakes, Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op hede die 12de dag van Julie 1993.

D. J. Rens, vir Blakes, Sesde Verdieping, Santambankgebou, Rissikstraat 81, Posbus 5315, Johannesburg. (Tel. 833-6000.) (Verw. mnr. Rens/cs/ZNH 031.)

Saak 272/92
PH 163

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **Nedperm Bank Bpk.**, Eiser, en **Augustus Charles Hodgson**, Verweerder

Ingevolge uitspraak van die Landdroshof vir die distrik Johannesburg, gehou te Johannesburg, in bogemelde saak sal 'n verkoping gehou word op 18 Augustus 1993 om 11:00, by die Landdroshof, Harpurlaan, Benoni, van die ondergemelde eiendom:

Sekere Erf 138, Benoni-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, geleë te Newlandslaan 124, Benoni.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Tweeslaapkamerhuis met sinkdak en baksteenmure, bestaande uit sitkamer, badkamer, kombuis en bediendekamer met twee toilette.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju te Benoni, Arcadia 214, Prince'slaan 84, of die Eiser se prokureurs, Blakes, Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Johannesburg.

Geteken te Johannesburg op die 12de dag van Julie 1993.

D. J. Rens, vir Blakes, Sesde Verdieping, Santambanksentrum, Rissikstraat 81, Posbus 5315, Johannesburg. (Tel. 833-6000.) (Verw. mnr. Rens/cs/ZNH 031.)

Saak 1969/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Allied Bank,** 'n divisie van ABSA Bank Bpk., Eiser, en **D. J. Volschenk,** Verweerder

Geliewe kennis te neem dat die volgende eiendom per geregtelike veiling verkoop sal word op 11 Augustus 1993 om 12:00, te Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieër:

Erf 3089, Secunda, Verbandakte B18927/90 en B18300/91, Transportakte T16974/90, verder bekend as Olifantsrivierstraat 10, Secunda.

Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hede die 16de dag van Julie 1993.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mev. Barrand/A67.)

Saak 2431/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Eerste Nasionale Bank van S.A. Bpk.,** Eiser, en **A. F. Olivier,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Evander, toegestaan op 28 Junie 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op 11 Augustus 1993 om 12:00, aan die hoogste bieder, naamlik:

Deel 32, soos getoon en vollediger beskryf op Deelplan SS36/86, in die gebou of geboue bekend as Coron Park, waarvan die vloeroppervlakte, volgens die gemelde Deelplan, 76 (ses-en-sewentig) vierkante meter groot is, gehou kragtens Akte van Transport 367/86 (32).

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 13de dag van Julie 1993.

E. J. Louw, vir Els Prokureurs, Eerste Verdieping, Checkersgebou; Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/evv.)

Saak 2084/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS Bank Bpk.,** Eiser, en **M. N. Mlotshwa,** Verweerder

Ingevolge 'n vonnis van die Landdroshof te Evander, toegestaan op 14 Junie 1993, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op 11 Augustus 1993 om 12:00, aan die hoogste bieder, naamlik:

Erf 458, Lebohang-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 280 vierkante meter, gehou kragtens Akte van Transport TL61638/89.

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 13de dag van Julie 1993.

E. J. Louw, vir Els Prokureurs, Eerste Verdieping, Checkersgebou; Posbus 47, Secunda. (Tel. 34-7788/34-7739.) (Verw. mev. Louw/evv.)

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, 12 August 1993 at 10:00.

Nedcor Bank Ltd, Execution Creditor.

The hereinafter-mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

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

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

Case 5029/93.

Judgment Debtors: **Patrick Finah Kgwedi,** and **Kholiwe Jane Kgwedi.**

Property: Right of leasehold in respect of Erf 398, Tsepo Township, Registration Division IR, Transvaal, situated at 398 Tsepo Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, dining-room and two bedrooms.

File ref: LN. 3357.)

Case 5591/93.

Judgment Debtors: **Fanyane Simon Nkosi,** and **Christinah Lindiwe Nkosi.**

Property: Right of leasehold in respect of Erf 140, Entshonalanga Township, Registration Division IR, Transvaal, situated at 140 Entshonalanga Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, kitchen, two bedrooms and dining-room. Outbuildings consisting of two outside rooms.

File ref: LN.3387.

Case 4205/93.

Judgment Debtors: **Mmamoloko Daniel Thatse,** and **Shatokane Emely Thatse.**

Property: Right of leasehold in respect of Erf 65, Leboeng Township, Registration Division IR, Transvaal, situated at 65 Leboeng Section, Tembisa.

Improvements: Dwelling-house consisting of toilet, two bedrooms, bathroom, kitchen and dining-room.

File ref: LN.3329.

Case 9837/92.

Judgment Debtor: **Frederick William Moller.**

Property: Erf 1668, situated in the Township of Birch Acres Extension 4, Registration Division IR, Transvaal, situated at 19 Rooiassie Street, Birch Acres, Kempton Park.

Improvements: Dwelling-house consisting of lounge, two toilets, two bathrooms, four bedrooms, kitchen and dining-room. Outbuildings consisting of pool, single garage and driveway.

File ref: L358/92.

L. J. van den Heever, for Schumann, Van den Heever & Slabbert, Permanent Plaza, Voortrekker Street; P.O. Box 67, Kempton Park.

Saak 13342/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **Saambou Nasionale Bank,** Eiser, en **Erf 408, Monumentpark BK,** Eerste Verweerder, en **Jacobus Meyer,** Tweede Verweerder, en **Ignatius Wilhelm Ferreira,** Derde Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 17 September 1991 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju op 11 Augustus 1993 om 10:00, te kantore van die Balju Pretoria-Oos, Strubenstraat 142, Pretoria, verkoop:

Sekere Erf 408, Monumentpark, ook bekend as Tigerweg 24, Monumentpark, Pretoria, groot 1 376 (eenduisend driehonderd ses-en-sewentig) vierkante meter.

Die eiendom is 'n woonhuis bestaande uit twee verdiepings, portaal, twee sitkamers, eetkamer, gesinskamer, studeerkamer, wassery, vyf slaapkamers, badkamer, bad/stort/toilet, toilet en kombuis. *Buitegeboue:* Bediendekamer, stort/toilet, ses motorhuise, plaveisel, braai en terasse en swembad.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, die Balju 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 aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek word.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, elke nagegaan kan word by die kantore van die Balju.

Gedateer te Pretoria op hede die 9de dag van Julie 1993.

Weide & Gerdener, Vierde Verdieping, Gebou 424, Pretoriusstraat 424, Pretoria. (Tel. 320-0330.) (Verw. mev. Gush/HS 3249.)

Saak 72/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CAROLINA GEHOU TE CAROLINA

In die saak tussen **Boland Bank Bpk.**, Eiser, en **Johannes Hendrik Fourie,** en **Theresa Fourie,** Verweerders

Ingevolge 'n vonnis van die Landdroshof vir die distrik Carolina, gedateer 4 Mei 1993, en 'n lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 14 Mei 1993, sal die ondervermelde vaste eiendom op Dinsdag, 10 Augustus 1993 om 11:00, voor die Landdroskantoor te Voortrekkerstraat, Carolina, deur die Balju van Carolina, verkoop word:

Erf 213, geleë in die dorp Carolina, gehou kragtens Akte van Transport T59492/86, groot 2 855 vierkante meter, ook bekend as Niekerstraat 6, Carolina (met verbeterings).

Terme: 10% (tien persent) van die koopprys moet in kontant op die datum van die verkoping moet deur die koper betaal word en die balans van die koopsom binne 30 dae van datum van verkoping. Die koper moet 4% (vier persent) kommissie en 14% (veertien persent) BTW op die kommissie op die dag van die verkoping aan die Balju Landdroshof betaal. Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal op die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Hof, Jan van Riebeeckstraat 15, Ermelo, en by die kantore van die Eiser se prokureurs.

Geteken te Ermelo op 13 Julie 1993.

A. A. A. van Wyk, vir Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60, Privaatsak X9018, Ermelo. 2350. (Mnr. Van Wyk/EH/SWF 067.)

Case 17361/92
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 **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, Groeneweide Township, Registration Division IR, Transvaal, measuring 7977 m^2, held by the Defendant under Deed of Transfer T12678/1990, being 56 Tunny Street, Groeneweide, Boksburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: The dwelling consists of 8 Shops with kitchens and store-rooms.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum), up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Routledge, Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Account No. Z49917.) (Ref. Mr King/kw: 836-5251.)

CAPE • KAAP

Saak 13096/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale)

In die saak tussen **Kleinsake-Ontwikkelingskorporasie Bpk.,** Eiser, en **Johannes Petrus Sameul Adams,** Verweerder

Ter uitvoering van 'n uitspraak van die Hooggeregshof van 31 Maart 1993, sal die volgende in eksekusie aan die hoogste bieër verkoop word op die perseel te Cooperstraat 2, Swellendam, distrik Swellendam, op 5 Augustus 1993 om 11:00:

Sekere: Erf 277, Swellendam, geleë in die munisipale gebied van Swellendam, afdeling Swellendam, groot 988 vierkante meter, gehou kragtens Transportakte T3854/92.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die Hofreëls en die toepaslike titelakte van die eiendom, en die eiendom sal onderworpe aan die voorafgaande, aan die hoogste bieër verkoop word.

2. *Betaling:* Tien persent (10%) van die koopprys sal kontant betaal word onmiddellik na die verkoping en die volle saldo daarvan, tesame met rente teen die heersende koers van 18% (agtien persent) per jaar (en ingeval daar enige ander voorkeurskuldeiser is) dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering van die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van die oordrag, welke bedrag gesekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae van datum van verkoping afgelewer moet word.

3. *Voorwaardes:* Die volle verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Hooggeregshof, Swellendam.

4. Die eienaar van die eiendom is 'n lid van die Kleurling groep.

Beskrywing: Die gebou bestaan uit twee groot vertrekke, kantoor, klein kamer met wasbak asook mans- en damestoilet. In een van die groot vertrekke is 'n toonbankafskorting.

Gedateer te Kaapstad op hierdie 6de dag van Julie 1993.

Heyns & Vennote Ing., Eiser se Prokureur, 45-On-Castle, Vyfde Verdieping, Kasteelstraat 45, Kaapstad. (Tel. 24-0301.) (Ref. J. H. Heyns/rk/K61.)

Case 5344/93

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 **Quinton Charles Ohlsson,** First Execution Debtor, and **Loujean Ohlsson,** 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, 16 August 1993 at 09:30, on the spot, in front of the Kuils River Magistrate's Court-house:

Erf 4274, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, situated at 20 Jacana Street, Electric City Blue Downs, measuring three hundred and twenty-eight (328) square metres, held by Title Deed T15507/89.

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 ($\frac{1}{10}$) 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 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 5th day of July 1993.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z25853.)

Case 5479/93

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 **Wayne Casper Cupido,** First Execution Debtor, and **Esme Sandra Cupido,** 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, 16 August 1993 at 09:30, on the spot, in front of the Kuils River Magistrate's Court-house:

Erf 7982, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, situated at 3 Tarentaal Road, Blue Downs, Electric City, measuring three hundred and sixty-four (364) square metres, held by Title Deed T33837/90.

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 ($\frac{1}{10}$) 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 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 5th day of July 1993.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z25895.)

Case 7764/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd,** Execution Creditor, and **Antonio Charles King,** First Execution Debtor, and **Wardah King,** Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Wynberg in the above matter, a sale will be held on Friday, 13 August 1993 at 10:00, on the spot, in front of the Wynberg, Magistrate's Court-house:

Erf 44815, Mitchells Plain, in the Municipality of Cape Town, Cape Division, situated at 9 Pisa Crescent, Seacrest, Strandfontein, measuring three hundred and eight (308) square metres, held by Title Deed T78173/92.

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 conditons 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 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, Wynberg.

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS.BBG.Z25474.)

Case 5641/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd,** trading as Allied Bank, Plaintiff, and **Glyne Clive Heunis,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 7 June 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River on Wednesday, 11 August 1993 at 09:00, to the highest bidder:

Certain Erf 2107, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 312 (three hundred and twelve) square metres, held by Deed of Transfer T23857/92, also known as 4 Yellowwood Street, Forest Village, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the 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 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 the 30th day of June 1993.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z19126.)

Case 28203/92

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

In the matter between **ABSA Bank Ltd,** trading as United Bank, Plaintiff, and **George Ritter Lambrechts,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville and writ of execution dated 23 October 1992, the following property will be sold in execution, at the site of the property, 20 Sandford Street, Oakdale Street, Oakdale, Bellville, 7530, on Tuesday, 10 August 1993 at 12:15, to the highest bidder:

Certain Erf 4052, Bellville, in the Municipality of Bellville, Cape Division, in extent 496 (four hundred and ninety-six) square metres; held by Deed of Transfer T19058/87, also known as 20 Sandford Street, Oakdale, Bellville, 7530.

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 and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 17,25% (seventeen comma two five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within 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 29th day of June 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W15308.)

Case 5562/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd,** trading as Allied Bank, Plaintiff, and **Martin Anthony Evans,** First Defendant, and **Juanita Evans,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River and writ of execution dated 7 June 1993, the following property will be sold in execution, at the site of the property, 9 Nagel Crescent, Brackenfell, 7560, on Tuesday, 10 August 1993 at 11:15, to the highest bidder:

Certain Erf 5643, Brackenfell, in the Municipality of Brackenfell, Division of Stellenbosch, in extent 608 (six hundred and eight) square metres, held by Deed of Transfer T61592/92, also known as 9 Nagel Crescent, Brackenfell, 7560.

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 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 the 29th day of June 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP Z19026.)

Case 30559/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **Camdeboo Trust CC,** Judgment Creditor, and **Marildea Mollajee,** Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Cape Town and writ of execution dated 27 January 1993, the following will be sold in execution on Monday 9 August 1993 at 11:00 at the site being, 157 Halt Road, Elsies River, to the highest bidder:

Certain piece of freehold land being Erf 8992, Goodwood, in the Local Area of Elsies River, Cape Division.

Comprising: Brick building under a tiled roof, consisting of lounge, kitchen, two bathrooms, seperate toilet and four bedrooms.

Measuring: 445 (four hundred and forty-five) square metres, held by the Defendant in her name under Deed of Transfer T49458/1983, also known as 157 Halt Road, Elsies River.

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 the ten per cent (10%) thereof in cash upon signature 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 rate of 23% (twenty-three per centum) from 1 May 1993 to date of registration of transfer, 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) *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 Sheriff of the Court, Epping Avenue, Elsies River, or the Auctioneers, J. & S. Penkin, of Second Floor, Namaqua House, 36 Burg Street, Cape Town.

Dated at Cape Town this 2nd day of July 1993.

D. H. Gruss, for Miller Gruss Katz & Traub, Attorney for Execution Creditor, 25th Floor, Trust Bank Centre, Heerengracht, Cape Town; P.O. Box 3899 and 2041, Cape Town 800. (Tel. 419-7990.) (Ref. Mrs Pamplin/000123/69759.)

Case 1247/93

IN THE MAGISRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Execution Creditor, and **Herman Roos,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Somerset West dated 8 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 11:00:

Erf 9094, Somerset West, in the Municipality of Somerset West, Stellenbosch Division, in extent 1 298 (one thousand two hundred and ninety-eight) square metres.

Street address: 11 Croft Street, Somerset West.

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: Vacant land.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 5 Church Street, Somerset West.

4. Payment shall be effected as follows:

Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (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., Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak 3259/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **Kgomo Augistinius Makgola,** Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros, Kimberley, en 'n lasbrief vir eksekusie gedateer 21 Mei 1993, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op 12 Augustus 1993 om 10:00:

Sekere Erf 253, Vergenoeg, Kimberley, geleë in Vergenoeg-uitbreiding 8, in die Munisipaliteit van Galeshewe, administratiewe distrik van Kimberley, groot 279 (tweehonderd nege-en-sewentig) vierkante meter, gehou kragtens Transportakte TL130/87, ook bekend as Nibestraat 3068, Vergenoeg, Kimberley.

Die verbeterings bestaan uit 'n losstaande huis met twee slaapkamers, kombuis, sitkamer en badkamer, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

Case 22181/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT BELLVILLE HELD AT BELLVILLE

In the matter between **ABSA Bank Ltd,** trading as United Bank, Plaintiff, and **Helena Elizabeth van Zyl,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville, and writ of execution dated 1 September 1992, the following property will be sold in execution at the site of the property, 9 Featherhead Street, Bellville, 7530, on Wednesday, 11 August 1993 at 11:45, to the highest bidder:

Certain Erf 20724, Bellville, in the Municipality of Bellville, Cape Division, in extent 960 (nine hundred and sixty) square metres, held by Deed of Transfer T62370/90, also known as 9 Featherhead Street, Bellville, 7530.

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, dining-room, three bedrooms, two bathrooms 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 18% (eighteen 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 the 30th 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 W14597.)

Case 5566/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd,** trading as Allied Bank, Plaintiff, and **Jan de Wee,** First Defendant, and **Maggie de Wee,** 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 Wednesday, 11 August 1993 at 09:00, to the highest bidder:

Certain Erf 2053, Blue Downs, in the Local Area of Lower Kuils River No. 1, Division of Stellenbosch, in extent 390 (three hundred and ninety) square metres, held by Deed of Transfer T15700/88, also known as 3 Cypress Road, Forest Village, Eerste River, 7100.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the 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 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 the 30th 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 Z19039.)

Case 38967/88

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

In the matter between **Nedcor Bank Ltd,** Reg. No. 51/0009/06, Judgment Creditor, and **David George Sassman,** Judgment Debtor

The following property will be sold in execution by public auction held at 1 Edgemere, Alphendale, Heathfield, to the highest bidder on 13 August 1993 at 14:00:

Description: Erf 81286, Heathfield, 505 square metres.

Improvements reported but not guaranteed: Brick dwelling, tiled roof consisting of two bedrooms, bathroom, kitchen, lounge/dining-room 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 & Van Niekerk.

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 centum), 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 5732/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **NBS Bank Bpk.**, Eiser, en **W. T. Chapman,** en **S. T. Chapman,** Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 7 Junie 1991 en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 16 Augustus 1993 om 09:30:

Erf 1117, Blue Downs, ook bekend as Vredeweg 3, Tuscany Glen, Blue Downs, afdeling Stellenbosch, groot 340 vierkante meter, gehou kragtens Transportake T61310/88.

Voorwaardes:

1. Die eiendom sal deur die Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju 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 20,25% (twintig komma twee vyf persent) per jaar, op die balans van die koopprys, vanaf die verkoop 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 of Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 2 Julie 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ECN082.)

Saak 12917/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.**, Eiser, en **B Karp Electrical Services BK,** Eerste Verweerder, en **Benjamin Karp,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof gedateer 25 Augustus 1992, en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 13 Augustus 1993 om 15:00, by die kantore van die Balju, Port Elizabeth, Rinkstraat 15, AA Mutualgebou, Port Elizabeth, aan die hoogste bieder:

Resterende gedeelte van Gedeelte 58 ('n gedeelte van Gedeelte 35), van die plaas Brakkefontein 416, Registrasie-afdeling Uitenhage RD, groot 39,5374 hektaar, gehou kragtens Akte van Transport T47004/1990.

Verbeterings: Onbekend.

Die Eksekusieskuldeiser gee egter geen waarborg ten aansien van die voormelde verbeterings nie.

Terme en voorwaardes:

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

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof, Port Elizabeth, onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Balju, Port Elizabeth, Rinkstraat 15, AA Mutualgebou, Port Elizabeth.

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

Tim du Toit & Kie Ing., Prokureurs vir Eiser, Volkskasgebou, 19de Verdieping, Strijdomplein, Pretoria. (Tel. 325-2277/88.) (Verw. mnr. Faure/LG.)

Case 13862/92

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 **John Daniel Edwards,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 3 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 13 August 1993 at 10:45:

Erf 11696, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, in extent 596 (five hundred and ninety-six) square metres.

Street address: 4 Duiker Way, 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: Brick building with tiled roof, three bedrooms, one and a half bathrooms, TV-room, lounge, dining-room, kitchen 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 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 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 236/93

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 **C. A. Damons,** 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 Wednesday, 4 August 1993 at 10:15, at the offices of the Sheriff for the Magistrate's Court (Rose-Innes Auctions), 11A Downing Street, King William's Town:

Erf 347, Breidbach, Municipality and Division of King William's Town, being 47 Protea Drive, Breidbach, King William's Town, in extent 520 (five hundred and twenty) square metres, held by Deed of Transfer T1684/1080.

Conditions of sale:

1. The purchaser will pay 10% (ten per centum) of the purchase price on the date of sale. A building society, banker 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 5th day of July 1993.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/DF.)

Case 370/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **United Building Society** (No. 88/04794/06), now known as United Bank (a division of ABSA Bank), Plaintiff, and **Nozipho Elizabeth Bisholo,** Defendant

In pursuance of a judgment in the above Honourable Court of 29 April 1993, and a writ of execution dated 18 May 1993, the following immovable property will be sold in execution on Wednesday, 4 August 1993 at 10:00, at the offices of the Sheriff for the Magistrate's Court (Rose-Innes Auctions), 11A Downing Street, King William's Town:

Erf 262, Ginsberg (Municipality and Division of King William's Town, in extent 300 (three hundred) square metres, held by Certificate of Registered Grant of Leasehold TL1266/1988 (situated at the corner of Biko and Bavuma Streets, Ginsberg).

Conditions of sale:

1. The purchaser will pay 10% (ten per centum) of the purchase price on the date of sale. A building society, banker 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 5th day of July 1993.

P. G. Wood, for Hutton & Cook, Plaintiff's Attorneys, The Arches, Taylor Street, King William's Town. (Ref. P. Wood/DF.)

Case 13383/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **United Bank,** Plaintiff, and **William Andrew Pillay,** Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 1 June 1993, the property listed hereunder will be sold in execution on Friday, 6 August 1993 at 14:15, at the front entrance of the Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

Erf 11, Rendallton, in the Municipality and Division of Port Elizabeth, measuring 2,1444 hectares square metres, situated at Plot 11, Rendallton, St Albans, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A dwelling-house consisting of entrance-hall, lounge, kitchen, pantry, three bedrooms, bathroom, w.c., shower with granny flat, consisting of three rooms, kitchen, bathroom and w.c.

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 will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial building society loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on the 7th day of July 1993.

J. G. Richards, for Rushmere Noach Inc., Plaintiff's Attorneys, Allied Building, Port Elizabeth. (Ref. Mr Richards/ap.)

Case 50037/92

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

In the matter between **Nedcor Bank Ltd,** Reg. No. 51/0009/06, Judgment Creditor, and **Moegsien Damon,** 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:

Description: Erf 9968, Grassy Park, measuring 340 square metres, known as 40 Third Avenue, Lotus River.

Improvements reported but not guaranteed: Single dwelling, brick walls, asbestos roof, three bedrooms, kitchen, lounge, bathroom and toilet.

1. The full and complete conditions of sale will be read immediately prior to the sale and will lie for inspection at the offices of the Sheriff, Wynberg.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale in cash or by approved bank-marked cheque and the balance together with interest thereon at the rate of 18% (eighteen per centum), 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 2nd day of July 1993.

Pincus Matz-Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 11337/91

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. No. 87/01384/06), Plaintiff, and **Sithathile Friedman Twala,** First Defendant, and **Glanrose Gabisile Twala,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 18 April 1991, the property listed hereunder, and commonly known as F801 Banti Crescent, Khanya Park, Khayelitsha, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 19 August 1993 at 10:00, to the highest bidder:

Erf 31013, Khayelitsha, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, in extent 230 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, dining-room, 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 on this 6th day of July 1993.

I. Broodryk, for Syfret Godlonton—Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.381.)

Case 55031/92

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 **Sathie Naidoo,** First Defendant, and **Ambigai Naidoo,** 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 29 Amethyst Street, Kuils River, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 18 August 1993 at 09:00, to the highest bidder:

Erf 9122, Kuils River, Munisipality of Kuils River, Administrative District of Stellenbosch, in extent 400 square metres.

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

A vacant piece of land.

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 on this 6th day of July 1993.

I. Broodryk, for Syfret Godlonton—Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. S. Williams/N.1286.)

Saak 436/93

IN DIE LANDDROFHOF VIR DIE DISTRIK BEAUFORT-WES GEHOU TE BEAUFORT-WES

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

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 22 April 1993, sal die hieronder-vermelde eiendom verkoop word op 19 Augustus 1993 om 11:30, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 3078, Beaufort-Wes, afdeling Beaufort-Wes, groot 1 065 vierkante meter, gehou kragtens Akte van Transport T41404/86, bekend as Ericastraat 15, Beaufort-Wes, 6970.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik:

Losstaande enkelverdiepingwoonhuis, twee slaapkamers, kombuis, sitkamer, buitetoilet, asbesdak en steenmure.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Beaufort-Wes, en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

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

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. QV0170.)

Case 56361/91

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

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/0009/06), Judgment Creditor, and **Enus Abdullah,** Judgment Debtor

The following property will be sold in execution by public auction held at Wynberg Magistrate's Court, highest bidder, on 10 August 1993 at 10:00:

Description: Erf 1249, a portion of Erf 674, Zeekoevlei, measuring 1 244 square metres, situated at corner of Buck Road and 11th Avenue, Zeekoevlei.

The property consist of a vacant piece of land.

1. The full and complete conditions of sale will be read immediately prior to the sale and will lie for inspection at the offices of the Sheriff, Wynberg.

2. *Payment:* Ten-per centum (10%) of the purchase price on the day of the sale in cash or by approved bank-marked cheque and the balance together with interest thereon at the rate of 18% (eighteen per cent), from the date of sale to date of registration of transfer of the property into the purchaser's name, 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 2nd day of July 1993.

Pincus Matz & Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case 2918/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd,** formerly Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Rodney Owen Walker,** First Defendant, and **Vanessa Edith Walker,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River, and writ of execution dated 7 April 1993, the property listed hereunder, and commonly known as 51 Greenshank, Electric City, Blue Downs, the chosen *domicilium citandi et executandi* in terms of Mortgage Bond B65897/90, will be sold in execution in front of the Magistrate's Court Kuils River, on Wednesday, 18 August 1993 at 09:00, to the highest bidder:

Erf 7938, Blue Downs, situated in the Blue Downs Local Area, Division of Stellenbosch, in extent 347 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 of 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 6th day of July 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.1469.)

Case 4675/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS Bank Ltd,** formerly Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Francisco Filyou Santo Phillip Arendse,** First Defendant, and **Cheryl Arendse,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 25 May 1993, the property listed hereunder, and commonly known as 8 Shellduck Street, Electric City, Blue Downs, will be sold in execution in front of the Magistrate's Court, Kuils River, on Wednesday, 18 August 1993 at 09:00, to the highest bidder:

Erf 4321, Blue Downs, situated in the Lower Kuils River 1 Local Area, Division of Stellenbosch, in extent 313 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, shower and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 5th day of July 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.1091.)

Case 11089/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS Bank Ltd,** formerly Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Beville Steven de Waal,** First Defendant, and **Julina Audry de Waal,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 12 October 1992, the property listed hereunder, and commonly known as 19 Quin Crescent, Wavecrest, Mitchells Plain, the chosen *domicilium citandi et executandi* in terms of Mortgage Bond B75994/88, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Thursday, 19 August 1993 at 10:00, to the highest bidder:

Erf 44331, Mitchells Plain, situated in the Municipality of Cape Town, Administrative District of the Cape, in extent 448 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 6th day of July 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.1253.)

Case 1329/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **NBS Bank Ltd,** formerly Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Estelle Dagnin,** First Defendant, and **Keith Dagnin,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Simon's Town, and writ of execution dated 28 April 1993, the property listed hereunder, and commonly known as 44 Sheldon Road, Crawford, will be sold in execution in front of the Magistrate's Court, Wynberg, on Thursday, 19 August 1993 at 10:00, to the highest bidder:

Erf 38812, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent 446 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with asbestos roof, comprising two bedrooms, lounge, 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 6th day of July 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.1490.)

Case 15223/91

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

In the matter between **Nedcor Bank Ltd** (Registration 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 **Kenneth Sithethi Nyakaza,** married in community of property to Agnes Ntombizodwa Nyakaza, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 18 April 1991, the property listed hereunder, and commonly known as 2 Uluntu Drive, Guguletu:

All right, title and interest in the leasehold in respect of Erf 146, Guguletu, situated in the area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 215 square metres, will be sold in execution on 9 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, two bedrooms, kitchen, lounge and bathroom/toilet/hand-basin.

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 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 14 (fourteen) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz, Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 24176/91

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

In the matter between **Nedcor Bank Ltd** (Registration 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 **Louis Paul Flowers,** married in community of property to Olga Jennifer Flowers, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 26 November 1991, the property listed hereunder, and commonly known as 2 Oriele Crescent, Grassy Park:

Erf 3944, Grassy Park, situated in the Local Area of Grassy Park, Cape Division, in extent 320 square metres, will be sold in execution on 9 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:

Brick dwelling, asbestos roof, two bedrooms, bathroom, kitchen and lounge.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer and secured within 14 (fourteen) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz, Marquard, Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 12892/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **Natal Building Society Ltd,** Plaintiff, and **T. I. le Roux** and **Mrs M. G. le Roux,** First Defendants, and **S. E. Krynauw,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River, and writ of execution dated 23 January 1992, the property listed hereunder will be sold in execution on 9 August 1993 at 09:00, at Kuils River, Magistrate's Court, Kuils River, to the highest bidder:

Certain: Erf 3062, Kleinvlei, in the Local Area of Melton Rose, Division of Stellenbosch, known as 25 Tasman Street, Kleinvlei, in extent 377 (three hundred and seventy-seven) square metres.

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

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 Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 18th day of June 1993.

Heyns & Partners, 168 Vasco Boulevard, Goodwood, 7460. (Ref. INV/MB/NB33.)

Case 1057/92

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 **W. B. Fredericks,** Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River, and writ of execution dated 16 March 1992, the property listed hereunder will be sold in execution on 9 August 1993 at 11:00, at 41 Victoria Street, Tuscany Glen, Bluedowns, to the highest bidder:

Certain: Erf 1016, Bluedowns, in the Local Area of Lower Kuils River No. 1, Division of Stellenbosch, known as 41 Victoria Street, Tuscany Glen, in extent 343 (three hundred and forty-three) square metres.

The following improvements are reported to be on the property but nothingis guaranteed: Three bedrooms, lounge, kitchen and one and a half bathroom.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 18th day of June 1993.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/NB43.)

Case 12599/92

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) (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 **Mxolisi Robert Mbaba,** Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 6 May 1993, the property listed hereunder, and commonly known as NY 28, No. 18, Guguletu:

All right, title and interest in the leasehold in respect of Erf 3038, Guguletu, situated in the area of the Ikapa Town Council, Administrative District of the Cape, in extent 255 square metres, will be sold in execution on 9 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 sheeting roof, kitchen, dining-room, lounge, bedroom, outside bathroom/toilet and garage.

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 properby being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guaranteed.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz, Marquard & Hugo—Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 3541/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

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 **Matome Joseph Malatji,** Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 13 April 1993, the property listed hereunder, and commonly known as 231 New Crossroad, Nyanga:

All right, title and interest in the leasehold for residential purposes in respect of Erf 11468, Nyanga, situated in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 291 square metres, will be sold in execution on 9 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, kitchen, lounge, dining-room, two bedrooms and bathroom/toilet/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 properby being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guaranteed.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz, Marquard & Hugo—Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 2494/91

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 **Diliza Richard Bornside,** Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 4 May 1993, the property listed hereunder, and commonly known as Erf 2494, Nyanga:

All right, title and interest in the leasehold for residential purposes in respect of Erf 2494, Nyanga, situated in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 205 square metres, will be sold in execution on 9 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 sheeting roof, two lounges, bar, kitchen, office and two toilets/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 properby being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guaranteed.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz, Marquard & Hugo—Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 50407/91

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 **Joseph Charles Bailey,** Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 8 April 1993, the property listed hereunder, and commonly known as 252 Sixth Avenue, Lotus River:

Erf 2751, Grassy Park, at Lotus River, situated in the Local Area of Grassy Park, Cape Division, in extent 525 square metres, will be sold in execution on 9 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, brick walls, asbestos roof, three bedrooms, kitchen, lounge, bathroom and toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the properby being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guaranteed.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz, Marquard & Hugo—Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak 3702/92

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen **Boland Bank Bpk.,** Eiser, en **Andre Clarence Crowie,** Derde Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 23 November 1992, sal die Derde Verweerder se hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 20 Augustus 1993 om 12:00, op die perseel te Vredenburgstraat 17, Westridge, Mitchells Plain, 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 520, Mitchells Plain, in die munisipaliteit van Kaapstad, afdeling Kaap, groot 244 vierkante meter, gehou kragtens Transportakte T46073/1989.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, sitkamer, kombuis, toilet en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow en/of Die Balju, T. C. Botha, Mediesesentrum 106, Maynardweg, Wynberg (Tel. 761-3439).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju kommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C. J. Veldtman, Saambougebou, Voortrekkerweg 219, Parow en/of die Balju, T. C. Botha, Mediesesentrum 106, Maynardweg, Wynberg (Tel. 761-3439).

Datum: 22 Junie 1993.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B1195.)

Case 392/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank, versus, **Kabie Wilson Matubatuba,** and **Montobeko Jacqueline Matubatuba**

The following property will be sold in execution in front of the Court-house, for the district of Wynberg, on Wednesday, 18 August 1993 at 10:00, to the highest bidder:

Erf 24032, Khayelitsha, in extent 287 square metres, held by T62260/1988, situated at 19 Plum Crescent, Tembani Village, Khayelitsha, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, shower/toilet and en suite 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. D2U1576/gt.)

Case 4341/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank, versus **Sizwe Shebon Mandindi,** and **Patience Mandindi**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 18 August 1993 at 10:00, to the highest bidder:

Erf 24038 Khayelitsha, in extent 287 square metres, held by T75588/1988, situated at Erf 24038 Khayelitsha, Plum Crescent, Tembani Village, Khayelitsha, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, shower/toilet and en suite 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. D2U0697/gt.)

Saak 1007/92

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen **Nedcor Bank Bpk.** (voorheen Nedperm Bank Bpk.), Eiser, en **Anette Rohlandt,** Verweerder

Ingevolge 'n vonnis gegee deur die Landdroshof, Hermanus, op 19 Mei 1993 en 'n lasbrief vir uitvoering uitgereik op 19 Mei 1993 sal die eiendom bekend as:

Erf 1446, Sandbaai, synde Piet Retiefstraat 1249, Sandbaai, geleë in die gebied van die plaaslike raad van Sandbaai, afdeling Caledon, groot 4,8626 (vier komma agt ses twee ses) hektaar, in eksekusie verkoop op 20 Augustus 1993 om 12:00 te bogenoemde adres op die terme en voorwaardes wat onmiddellik voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Hermanus, en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprys onmiddellik na die verkoping betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 dae na die datum van verkoping.

2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente aan die Eiser op die kapitale bedrag bereken teen 17,25% (sewentien komma twee vyf) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie: Leë erf.

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

M. G. Lourens, vir Rowan & Pullen, Eerste Verdieping, Eerste Nasionale Bankgebou, Hoofweg, Strand.

Case 5565/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd,** trading as Allied Bank, Plaintiff, and **Patrick John Hawes,** First Defendant, and **Johanna Elizabeth Hawes,** 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 Wednesday, 11 August 1993 at 09:00, to the highest bidder:

Certain Erf 9503, Brackenfell, in the Local Area of Scottsdene, Stellenbosch Division, in extent 362 (three hundred and sixty-two) square metres, held by Deed of Transfer T22795/91, also known as 16 Baraco Crescent North Pine, Brackenfell, 7560.

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, dining-room, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 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 29 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 Z19035.)

Case 34597/89

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

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (formerly known as Nedperm Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred), Judgment Creditor, and **Shaik Abdullah**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 5 February 1993, the property listed hereunder, and commonly known as corner of Buck Road and 11th Avenue, Zeekoevlei:

Remainder of Erf 674, Zeekoevlei, in the Local Area of Pelikan Park, Cape Division, in extent 987 square metres, will be sold in execution on 9 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:

Double story, brick walls, tiled roof, kitchen, lounge, dining-room, three bedrooms, two bathrooms, two toilets and double garage.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the Judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 3200/93

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

In the matter between **ABSA Bank Ltd,** trading as United Bank, Plaintiff, and **Isaac Andrew Cupido,** First Defendant, and **Rosemary Julie Cupido,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg and writ of execution dated 10 February 1993, 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:

Certain Erf 3003, 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 T19967/79, also known as 276 Third Avenue, Grassy Park, 7945.

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 and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16,75% (sixteen comma seven five per 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 21st day of June 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP/Z17177.)

Case 19339/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd,** trading as United Bank, Plaintiff, and **Melvyn Frederick Snyders,** First Defendant, and **Geraldeen Sofia Snyders,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Mitchells Plain and writ of execution dated 23 March 1993 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:

Certain Erf 4028, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 228 (two hundred and twenty-eight) square metres, held by Deed of Transfer T22190/92, also known as 3 Winnipeg Close Portlands, Mitchells Plain, 77895.

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, w.c. and carport.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of tranfer, 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 21 June 1993.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 1 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165/6/7.] (Ref. GJV/SP W16850.)

Saak 1867/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen **Boland Bank Bpk.,** Eiser, en **Desmond Robert Crowie,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 24 Maart 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 10 Augustus 1993 aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

1. Erf 5, Hoekwil, in die gebied van die Plaaslike Raad Hoekwil, afdeling George, groot 2,7370 hektaar, gehou kragtens Transportakte T24086/1989.

Die veiling vind om 14:00 plaas op die perseel bekend as Erf 5, Hoekwil Pad, Wildernes.

Beskrywing: Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, twee slaapkamers, twee badkamers, kombuis, eetkamer, sitkamer, familiekamer, toegeboude stoep, drie motorhuise, stoorkamer, twee bediendekamers met badkamer en swembad. Die eiendom is gedeeltelik omhein met 'n vibracrete muur.

Inspeksie van die eiendom kan gereël word in oorleg met die Balju, J. W. Oldewage (SNR), Wellingtonstraat 36A, George. (Tel. 0441-735555.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Balju se kommissie betaal word. Die balanskoopprys 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 kantoor van die Balju, J. W. Oldewage (SNR), Wellingtongstraat 36A, George. (Tel. 0441-735555.)

Datum: 1 Julie 1993.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B1194.)

Saak 306/92

IN DIE LANDDROSHOF VIR DIE DISTRIK POSTMASBURG GEHOU TE OLIFANTSHOEK

In die saak tussen **Trencor Services,** Eiser, en **Frederick Johannes Jacobs,** Verweerder

Ten uitvoering van 'n vonnis van die Landdroshof vir die distrik Postmasburg, gehou te Olifantshoek, en 'n lasbrief vir eksekusie gedateer 1 September 1992, sal die ondergemelde eiendom verkoop word op 6 Augustus 1993 om 10:00, te Markplein 80, Olifantshoek, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju en ondergetekende.

Erf 97, Olifantshoek, in die Munisipaliteit Olifantshoek, groot 1 487 vierkante meter.

Gedateer te Olifantshoek op die 28ste dag van Junie 1993.

R. L. Oosthuizen, vir Oosthuizen, Sweetnam & Reitz, Markplein 80, Olifantshoek.

Case 5642/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd,** trading as Allied Bank, Plaintiff, and **Pitre Erasmus,** First Defendant, and **Rosalien Cathleen Erasmus,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Kuils River, and writ of execution dated 7 June 1993, the following property will be sold in execution, in front of the Court-house for the District of Kuils River, on Wednesday, 11 August 1993 at 09:00, to the highest bidder:

Certain Erf 501, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 363 (three hundred and sixty-three) square metres, held by Deed of Transfer T70753/92, also known as 3 Kirchen Crescent, Silversands 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 dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16% (sixteen per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer which amounts are to be secured by an approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on this 28th 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 Z19098.)

Case 6524/93

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

ABSA Bank Ltd (trading as United Bank) *versus* **Willem Jacobus Olyn** and **Magrietha Olyn**

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on 11 August 1993 at 09:00:

Erf 910, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 297 (two hundred and ninety-seven) square metres, held by Deed of Transfer T51536/92, situated at 14 Loerie Street, Devon Park, Eerste River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16,75% (sixteen comma seven five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 30th day of June 1993.

Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case 3091/93

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 **Nomyalezo Atalanta Makaula** (adult male), Defendant

In pursuance of a judgment of the above Honourable Court, and a writ of execution dated 24 May 1993, the following property will be sold on Friday, 6 August 1993 at 09:00, in the foyer of the Magistrate's Court, Buffalo Street, East London, to the highest bidder:

Erf 29161, East London (Gompo Town), Municipality and Administrative District of East London, in extent four hundred and eighty-eight (488) square metres, held by Certificate of Registered Grant of Leasehold TL1140/1989 (also known as 61 Galela Street, Gompo Township, East London), subject to the conditions referred to in the said certificate of registered grant of leasehold.

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and 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: Brick under tiles, lounge, dining-room, kitchen, three bedrooms, bathroom, separate shower/toilet and a separate toilet.

Outbuilding: Garage.

Dated at East London this 24th day of June 1993.

Russell Esterhuizen & Sephton, Judgment Creditor's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. I. C. Russell.)

Saak 25588/92

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen **ABSA Bank Bpk.**, Eksekusieskuldeiser, en **Stanger Properties (Edms.) Bpk.**, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Kaapstad, en lasbrief vir eksekusie teen goed gedateer 23 Maart 1993, sal die ondervermelde eiendom op 12 Augustus 1993 om 12:00, te Restant Erf 1221, Ottery-Oos, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 1221, Ottery, groot 4 314 (vierduisend driehonderd en veertien) vierkante meter, gehou kragtens Titelakte T56113/1987, bestaande uit 'n oop (vakante) land.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Wynberg, nagesien word.

Gedateer te Kaapstad op 15 Junie 1993.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. RLR/dl/TS4.)

Case 1719/93

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

In the matter between **Natal Building Society Ltd,** Plaintiff, and **E. T. Poleman,** First Defendant, and **Mrs E. U. Poleman,** Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg, and writ of execution dated 10 February 1993, the property listed hereunder will be sold in execution on 3 August 1993 at 10:00, at 46 Cornflower Street, Bridgetown, to the highest bidder:

Certain Erf 122465, Cape Town at Athlone, in the Municipality of Cape Town, Division of Cape, known as 46 Cornflower Street, Bridgetown, in extent 521 (five hundred and twenty-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Single-dwelling house under asbestos roof consisting of two bedrooms, bathroom, toilet, lounge, kitchen and servants' 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 Court, in Wynberg. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 10th day of June 1993.

Heyns & Partners, 168 Vasco Boulevard, Goodwood, 7460. (Ref. INV/MB/NB89.)

Case 3940/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Ronald Stanley Newell,** 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 Erf 386, Lover's Lane, Hawston, on Friday, 20 August 1993 at 14:00, 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, 9 Balcony Building, Main Road, Hermanus.

Erf 386, Hawston, in the Local Area of Hawston, Division of Caledon, in extent 595 square metres, and situated at Erf 386, Lover's Lane, Hawston.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 164 square metre main dwelling consisting of an entrance-hall, lounge/dining-room, kitchen, four bedrooms, bathroom, water closet with shower, water closet and a 41 square metre outbuilding consisting of two garages and playroom.

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, 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 2nd day of July 1993.

W. D. Inglis, for William Inglis, Plaintiff's Atttorney, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1149/3172.)

Case 2352/93

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

In the matter between **Khayalethu Home Loans (Pty) Ltd,** Execution Creditor, and **P. A. Jacobs,** Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 23 April 1993, and in pursuance of an attachment in execution dated 29 April 1993, a sale by public auction will be held in front of the Magistrate's Court, Uitenhage, on Thursday, 5 August 1993 at 11:00, of the following immovable property situated at:

10 Sali Street, kwaNobuhle.

Zoned: Residential.

Being all the right, title and interest in and to the leasehold over Erf 1517, kwaNobuhle Extension 4, in the Administrative District of Uitenhage, in extent 284 (two hundred and eighty-four) square metres, held by Pumla Alettah Jacobs, under Certificate of Registered Grant of Leasehold TL4212/89, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed:

Freestanding single-storey brick and/or cement dwelling with two bedrooms, bathroom, kitchen and toilet.

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 on the date of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale.

Dated at Uitenhage this 30th day of June 1993.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S.A. Permanent Centre, Caledon Street, Uitenhage.

Saak 32548/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen **Oostelike Provinsie Bouvereniging,** Eiser, en **Juman Julies,** Eerste Verweerder, en **Anna Johanna Julies,** Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Donderdag, 12 Augustus 1993 om 09:00, op die plek te Melrosestraat 15A, Ravensmead:

Erf 20184, Parow, geleë in die Munisipaliteit van Parow, administratiewe distrik van die Kaap, groot 298 (tweehonderd agt-en-negentig) vierkante meter, gehou deur die Verweerders kragtens Transportakte T35009/89, gedateer 26 Junie 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 van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 21% (een-en-twintig 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 onder asbesdak bestaande uit drie slaapkamers, sit/eetkamer, kombuis, badkamer en toilet.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en is voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 29ste dag van Junie 1993.

E. L. Conradie, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, BSE-sentrum, Blok B, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Case 15008/93

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

In the matter between **E P Building Society,** Plaintiff, and **S. A. Kader,** Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted 15 June 1993 and subsequent warrant of execution, the following property will be sold in execution on 16 August 1993 at 12:00, on site, namely:

Erf 36969, Athlone, at Cape Town, also known as 48 Middel Road, Rylands Estate, consisting of four bedrooms, kitchen, lounge, bathroom and single garage.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Wynberg, and contain interalia the following provisions:

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

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

3. Possession subject to any lease agreement.

4. Reserve price to be read out at sale.

The sale will be subject to any further conditions as may be read out at the time of the sale, which condition(s) will lay for inspection at the offices of the Sheriff, Wynberg.

Dated at Claremont this 28th day of June 1993.

Smit Nel, 25 Draper Square, Draper Street, Claremont, 615177; P.O. Box 23476, Claremont, 7700. (Ref. JAM/bda/E30084.)

Case 9600/93

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

In the matter between **ABSA Bank Ltd,** trading as United Bank, Plaintiff, and **Isak Manuel Prins,** First Defendant, and **Caroline Margaret Prins,** Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg and writ of execution dated 18 May 1993, 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:

Certain Erf 4965, Grassy Park, situated in the Local Area of Grassy Park, Administrative District of the Cape, in extent 457 (four hundred and fifty-seven) square metres, held by Deed of Transfer T30512/74, also known as 24 Walters Close, Grassy Park.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: A brick dwelling comprising of a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 16,75% (sixteen comma seven five per centum) per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Bellville on the 25th 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 Z17970.)

Case 2964/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Julian Brian Daniels,** First Defendant, and **Katherine Daniels,** Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 26 November 1991, the following property will be sold in execution on Wednesday, 4 August 1993 at 12:00, to the highest bidder in front of the Court-house for the District of Simon's Town:

Certain: Erf 1832, Ocean View, in the Local Area of Ocean View, Cape Division, in extent 342 (three hundred and forty-two) square metres, held by Deed of Transfer T31328/1990, also known as 43 Scorpio Way, Ocean View, consisting of one dwelling comprising lounge, bedroom, 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 must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent Creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek this 25th day of June 1993.

A. M. Donkin, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Case 3077/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mogamed Naziem Davids,** First Defendant, and **Firdauseyah Davids,** Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 28 October 1992, the following property will be sold in execution on Wednesday, 4 August 1993 at 13:00, to the highest bidder in front of the Court-house for the District of Simon's Town:

Certain: Erf 1950, Ocean View, situated in the Local Area of Ocean View, Cape Division, in extent 374 (three hundred and seventy-four) square metres, held by Deed of Transfer T35180/1991, also known as 37 Adonis Way, Ocean View, consisting of one dwelling under tiled roof comprising: *Upstairs:* Two bedrooms, lounge/dining-room, kitchen and toilet. *Downstairs:* Two bedrooms with bathroom. Incomplete 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 must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent Creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek this 25th day of June 1993.

A. M. Donkin, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Case 405/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Ismail Slarmie,** First Defendant, and **Gadija Slarmie,** Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 23 July 1992, the following property will be sold in execution on Wednesday, 4 August 1993 at 14:00, to the highest bidder in front of the Court-house for the District of Simon's Town:

Certain: Erf 1949, Ocean View, situated in the Local Area of Ocean View, Cape Division, in extent 386 (three hundred and sixty-eight) square metres, held by Deed of Transfer T44506/1991, also known as 1949 Adonis Way, Ocean View, consisting of one dwelling under tiled roof comprising lounge/dining-room, kitchen, two bedrooms and toilet/bathroom. *Downstairs:* Two bedrooms both with en suite and 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 must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent Creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the auctioneer immediately prior to the sale may be inspected at the office of the Sheriff, St George's Street, Simon's Town.

Dated at Fish Hoek this 25th day of June 1993.

A. M. Donkin, for Buchanan Boyes Thompson Smithers Inc., Attorneys for Judgment Creditor, Hove-To Medical Centre, 18 Kommetjie Road, Fish Hoek, 7975.

Saak 1167/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

In die saak tussen **United Bank,** Eiser, en **Gysbertus Johannes Loots,** Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogemelde Agbare Hof op 15 Januarie 1993, die onderstaande eiendom te wete:

Erf resterende gedeelte van Erf 1010, Kuruman, in die munisipaliteit Kuruman, afdeling Kuruman, groot 593 (vyfhonderd drie-en-negentig) vierkante meter, bestaande uit woonhuis met buitegeboue, in eksekusie verkoop sal word op 6 Augustus 1993 om 10:00, by die Landdroskantoor, Kuruman.

Voorwaardes vir verkoping:

1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.

2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopkommissie op die dag van die verkoping. Die balans tesame met rente teen per jaar tot datum van betaling, sal betaal of verseker word by wyse van 'n bank- of bougenootskapwaarborg binne 60 (sestig) dae na datum van verkoping. Die gemelde rente sal betaalbaar wees vanaf die datum van die verkoping.

3. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, belastings, sanitêre fooie ens.

4. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Stewardstraat, Kuruman.

5. Indien die koper sou nalaat om enige van die voorwaardes van die verkoping na te kom, sal hy die deposito genoem in paragraaf (2) verbeur ten gunste van die Eksekusieskuldeiser sonder benadeling van regte van die Eksekusieskuldeiser om enige eis om skadevergoeding teen die koper in te stel.

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

Duvenhage & Van der Merwe, Prokmedsentrum, Hoofstraat, Posbus 63, Kuruman, 8460.

Saak 364/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen **ABSA Bank Bpk.,** Eiser, en **Carol Rosemary Hendry,** Verweerderes

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 5 Mei 1993, en 'n lasbrief vir eksekusie teen goed gedateer 10 Mei 1993, sal die ondergemelde onroerende eiendom deur die Adjunk-balju van die Hooggeregshof vir die distrik Kuruman, per publieke veiling in eksekusie verkoop word aan die hoogste bieder onderworpe aan 'n reserweprys voor die Landdroskantoor te Kuruman op Vrydag, 6 Augustus 1993 om 10:00:

Die eiendom wat verkoop word, is die volgende:

Sekere: Erf 84, Kuruman, geleë in die Kuruman-dorpsuitbreiding 2, Munisipaliteit Kuruman, afdeling Kuruman, beter bekend as Duikerstraat 12, Kuruman, groot 1 324 (een drie twee vier) vierkante meter, gehou kragtens Akte van Transport T994/1992.

Informasie: Ingangsportaal, sitkamer, kombuis, vier slaapkamers, badkamer met toilet, buitegeboue, bediendekamer, stoorkamer en motorhuis.

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 moet word deur 'n goedgekeurde bank- en/of bouvereniging of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word by die Landdroskantore te Kuruman.

Gedateer te Kuruman op hierdie 23ste dag van Junie 1993.

Potgieter & Greeff, Prokureurs vir Eiser, Tweede Verdieping, Noordkaapgebou, Georgestraat 19, Kimberley. (Verw. RHG/rk/U166.)

Case 2244/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAN HELD AT MITCHELLS PLAIN

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06), formerly known as Nedperk Bank Ltd, to which all assets and liabilities of the South African Permanent Building Society have been transferred, Judgment Creditor, and **Mziwandile Joseph Ngcakani,** Judgment Debtor

In pursuance of a judgment of the Magistate's Court of Mitchells Plain and writ of execution dated 28 May 1993, the property listed hereunder, and commonly known as NY30, No. 1, Guguletu:

Erf 4429, Guguletu, situate in the Ikapa Town Council, Administrative District of the Cape, in extent 259 square metres, will be sold in execution on 9 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, dining-room, three bedrooms and bathroom/toilet/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 offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case 739/93

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

In the matter between **United Bank Ltd,** Plaintiff, and **P. W. Nel Family Trust,** First Defendant, and **Pieter Willem Nel (Snr.),** Second Defendant, and **Pieter Willem Nel (Jnr.),** Third Defendant, and **Erika Nel,** Fourth Defendant

In pursuance of a judgment in the Magistrate's Court at Knysna and a warrant of execution dated 16 April 1993, the Defendants' rights, title and interest in and to the property hereunder listed will be sold in execution on Wednesday, 11 August 1993 at 10:00, in front of the Magistrate's Office, Knysna:

Section 9 as shown and more fully described on Sectional Plan SS187/1984, in the building known as Milkwood Centre, Plettenberg Bay, in the Municipality of Plettenberg Bay, Division of Knysna with the section's floor area according to the sectional title plan being 231 (two hundred and thirty-one) square metres in extent held by the First Defendant by Certificate of Registered Sectional Title issued in terms of section 8 (2) (D) of the Sectional Titles Act 1971 with No. ST187/1984 (9) Unit.

Conditions of sale:

1. The property shall be sold by rise to the highest bidder. It shall be further 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. The sale shall be voetstoots.

2. 10% (ten per cent) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately the property is declared sold and the balance of the purchase price, together with interest thereon at the ruling building society rate, shall be paid against registration of transfer and secured within fourteen (14) days after the sale by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the offices of the Messenger of the Court, Knysna, immediately prior to the sale.

Dated at Plettenberg Bay this 6th day of July 1993.

F. du Plessis, for Hutchinson, Theron & Robin, Plaintiff's Attorneys, 11 Main Street, Plettenberg Bay.

Saak 406/93

IN DIE LANDDROSHOF VIR DIE DISTRIK HARTSWATER GEHOU TE HARTSWATER

In die saak tussen **Allied Building Society,** Eiser, en **Hartswater Diesel Dienste BK,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 15 Junie 1993, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 20 Augustus 1993 om 10:00, voor die Landdroskantore, Jan Viljoenstraat, Hartswater, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voowaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 875, Hartswater, geleë in die Hartswater-dorpsuitbreiding 11, Munisipaliteit Hartswater, afdeling Vryburg, groot 9 737 vierkante meter, gehou kragtens Akte van Transport T1328/1980, ook bekend as Dapnestraat 5, Pokwani, distrik Hartswater.

Voorwaardes: Een-tiende ($\frac{1}{10}$) van die koopprys in kontant of deur middel van 'n bank-gewaarborgde 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 Hartswater op hierdie 7de dag van Julie 1993.

Andries Hercules Nel, p.a. G. F. Pieterse & Ceronio, Prokureurs vir Eiser, D. F. Malanstraat 12C, Posbus 82, Hartswater, 8570.

Case 5656/91

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

ABSA Bank Ltd, trading as United Bank *versus* **Llewellyn Dudley Leendertz** and **Claudelle Beverley Leendertz**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 18 August 1993 at 10:00, to the highest bidder:

Erf 6314, Mitchells Plain, in extent 150 square metres, held by T1268/1988, situated at 24 Friesland Road, Westridge, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0159/gt.)

Case 376/91

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

ABSA Bank Ltd, trading as United Bank *versus* **Abdurahman Flander** and **Thuwaiba Flander**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 18 August 1993 at 10:00, to the highest bidder:

Erf 2233, Mitchells Plain, in extent 344 square metres, held by T52084/1989, situated at 19 Salmon Way, Strandfontein, Cape.

1. The following improvements are reported but not guaranteed:

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

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U2838/gl.)

Case 20039/90

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

ABSA Bank Ltd, trading as United Bank *versus* **George Basil Butler** and **Elaine Cecilia Butler**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 18 August 1993 at 10:00, to the highest bidder:

Erf 12611, Mitchells Plain, in extent 180 square metres, held by T15756/1989, situated at 10 Mars Circle, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, dining-room, family room, two bedrooms, bathroom/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U1132/gl.)

Case 451/91

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

ABSA Bank Ltd, trading as United Bank *versus* **Prochalo CC**

The following property will be sold in execution at the site of the property, Prochalo Building, 19 Picton Street, Parow, Cape, on Monday, 16 August 1993 at 11:45, to the highest bidder:

Erf 9645, Parow, in extent 843 square metres, held by T54202/1988, situated at Prochalo Building, 19 Picton Street, Parow, Cape.

1. The following improvements are reported but not guaranteed:

Building: Reception, boardroom, thirteen offices, two stores, kitchen, two toilets, cloakroom, photocopy room and atrium. Eleven carports.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0025/gl.)

Case 21152/92

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

ABSA Bank Ltd, trading as United Bank *versus* **Gert Pierre Pharo**

The following property will be sold in execution at the site of the property, 302 La Rochelle, 265 Beach Road, Sea Point, Cape, on Tuesday, 17 August 1993 at 14:00, to the highest bidder:

Units consisting of:

1. (a) Section 77 as shown and more fully described on Sectional Plan SS81/1980 in the scheme known as La Rochelle, in respect of the land and building or buildings situated at Sea Point, in the Municipality of Cape Town, of which section the floor area according to the said sectional plan is seven (7) 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. (a) Section 113 as shown and more fully described on Sectional Plan SS81/1980 in the scheme known as La Rochelle, in respect of the land and building or buildings situated at Sea Point, in the Municipality of Cape Town, of which section the floor area according to the said sectional plan is one hundred and forty (140) 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.

3. (a) Section 53 as shown and more fully described on Sectional Plan SS81/1980 in the scheme known as La Rochelle, in respect of the land and building or buildings situated at Sea Point, in the Municipality of Cape Town, of which section the floor area according to the said sectional plan is eighteen (18) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by Certificates of Registered Sectional Title ST81/1980 (77) (Unit), ST81/1980 (113) (Unit) and ST81/1980 (53) (Unit), also known as 302 La Rochelle, 265 Beach Road, Sea Point, Cape.

1. The following improvements are reported but not guaranteed:

Sectional title units:

Unit 77: External servant's room 25.

Unit 113: Flat 302: Lounge/dining-room, kitchen, two bedrooms, bathroom, bathroom/shower and toilet.

Unit 53: Upper Level Lockup Garage 53.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town.

Case 10694/89

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

ABSA Bank Ltd, trading as United Bank *versus* **Glen Michael Graff** and **Zenith Ann Graff**

The following property will be sold in execution at the site of the property, 32 Madeira Road, Rugby, Cape, on Tuesday, 17 August 1993 at 10:15, to the highest bidder:

Remainder Erf 19085, Cape Town at Rugby, in extent 330 square metres, held by T28693/1988, situated at 32 Madeira Road, Rugby, Cape.

1. The following improvements are reported but not guaranteed:

Semi-detached dwelling: Lounge, kitchen, laundry, three bedrooms, bathroom/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U0605/gl.)

Case 18793/92

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

ABSA Bank Ltd, trading as United Bank *versus* **Nadiem Davids** and **Fatima Davids**

The following property will be sold in execution at the site of the property, 33 Ritchie Street, University Estate, Woodstock, Cape, on Tuesday, 17 August 1993 at 09:30, to the highest bidder:

Erf 14417, Cape Town at Woodstock, in extent 401 square metres, held by T69495/1991, situated at 33 Ritchie Street, University Estate, Woodstock, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and single garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1038/gl.)

Case 4453/92

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

ABSA Bank Ltd, trading as United Bank *versus* **Barend Frederik Petrus Steenkamp**

The following property will be sold in execution at the site of the property, 5 Flame Close, Vredenburg, Bellville, Cape, on Monday, 16 August 1993 at 11:00, to the highest bidder:

Erf 16602, Bellville, in extent 1 235 square metres, held by T56891/1988, situated at 5 Flame Close, Vredenburg, Bellville, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, TV-room, kitchen, bathroom/toilet, three bedrooms, shower/toilet, detached double garage, maid's room and shower/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0257/gl.)

Case 3355/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Ltd, trading as United Bank *versus* **Christopher Andrew Nicholas** and **Rhoda Esme Nicholas**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 16 August 1993 at 10:00, to the highest bidder:

Erf 1874, portion of Erf 1867, Gaylee, in extent 497 square metres, held by T41686/1988, situated at 10 Trader Street, Gaylee, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0164/gl.)

Case 5443/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Ltd, trading as United Bank *versus* **Deon Vernon Daniels**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 16 August 1993 at 10:00, to the highest bidder:

Erf 6374, Kuils River, in extent 593 square metres, held by T48127/1987, situated at 12 Daisy Street, Sarepta, Kuils River, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, en suite shower/toilet and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0508/gl.)

Case 5269/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Ltd, trading as United Bank *versus* **Edwin Gerald February** and **Shirleen Anne Carol February**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 16 August 1993 at 10:00, to the highest bidder:

Erf 2842, portion of Erf 1, Kleinvlei, in extent 542 square metres, held by T39690/1988, situated at 19 Magellaan Street, Forest Glade, Kleinvlei, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U1174/gl.)

Case 8861/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA Bank Ltd, trading as United Bank *versus* **Rosina Wilhelmina Naomi Buys**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Monday, 16 August 1993 at 10:00, to the highest bidder:

Erf 3110, Kleinvlei, in extent 514 square metres, held by T48694/1988, situated at 26 Silwereik Street, Kleinvlei Annex, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D9U2188/gl.)

Case 3743/92

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

ABSA Bank Ltd, trading as United Bank *versus* **Peter Mathew Brett** and **Vera Helena Brett**

The following property will be sold in execution in front of the Court-house for the district of Malmesbury, on Friday, 20 August 1993 at 10:00, to the highest bidder:

Erf 2919, Wesfleur, in extent 187 square metres, held by T16718/1992, situated at 1 St Antonia Street, Wesfleur, Atlantis, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1179/gt.)

Case 5738/92

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

ABSA Bank Ltd, trading as United Bank *versus* **Henry Michael Mohamed**

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Thursday, 19 August 1993 at 12:45, to the highest bidder:

Erf 113107, Cape Town at Cape Flats, in extent 620 square metres, held by T19904/1980, situated at 51 Ayreshire Street, Montana, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge, dining-room, kitchen, TV-room, three bedrooms, en suite dressing-room, bathroom/shower/toilet, bathroom/toilet, two garages, servant's room, shower/toilet and swimming-pool.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0553/gl.)

Case 6751/91

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

ABSA Bank Ltd, trading as United Bank *versus* **Johannes Petrus Smit**

The following property will be sold in execution at the site of the property, 22 Goodwood Street, Goodwood, Cape, on Thursday, 19 August 1993 at 12:00, to the highest bidder:

Erf 6999, Goodwood, in extent 496 square metres, held by T46828/1986, situated at 22 Goodwood Street, Goodwood, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dinette/kitchen, study, three bedrooms, bathroom, shower/toilet, garage and swimming-pool.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D1U0949/gl.)

Case 818/90

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

ABSA Bank Ltd, trading as United Bank *versus* **Ronald Brian Schloms**

The following property will be sold in execution at the site of the property, 77 Wimbledon Way, Edgemead, Cape, on Thursday, 19 August 1993 at 11:00, to the highest bidder:

Erf 18652, Goodwood in Edgemead Township Extension 4, in extent 560 square metres, held by T2971/1978, situated at 77 Wimbledon Way, Edgemead, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/dining-room, kitchen, three bedrooms, bathroom, toilet and detached single garage.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D0U0244/gt.)

Case 23049/92

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

ABSA Bank Ltd, trading as United Bank *versus* **Stanley Michael Meyer**

The following property will be sold in execution at the site of the property, 3 Woodcutter's Close, Hout Bay, Cape, on Tuesday, 10 August 1993 at 14:00, to the highest bidder:

Erf 3370, Hout Bay, in extent 1 013 square metres, held by T21486/1987, situate at 3 Woodcutter's Close, Hout Bay, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Entrance, lounge/dining-room, kitchen, three bedrooms, shower/toilet, bathroom/toilet, detached double garage, servants' quarters and uncompleted structure.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U0613/gl.)

Case 8952/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank *versus* **Allen Johnson** and **Wenda Denise Johnson**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 18 August 1993 at 10:00, to the highest bidder:

Erf 1695, Mandalay, in extent 539 square metres, held by T9301/1988, situate at 5 Dickens Close, Merrydale, Mandalay, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0210/gl.)

Case 8477/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank *versus* **Clarence Michael Leeman** and **Glenda Brenda Leeman**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 18 August 1993 at 10:00, to the highest bidder:

Erf 9694, Mitchells Plain, in extent 167 square metres, held by T33249/1989, situate at 15 Ibis Street, Rocklands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D3U0157/gl.)

Case 15603/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA Bank Ltd, trading as United Bank *versus* **Francis Johannes Daames** and **Cynthia Christina Daames**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 18 August 1993 at 10:00, to the highest bidder:

Erf 16948, Mitchells Plain, in extent 207 square metres, held by T21233/1987, situate at 19 Ceres Close, Portland, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 16% (sixteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank-guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. D2U1483/gt.)

Case 7823/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **Nedcor Bank Ltd** (Reg. No. 51/00009/06) (All the assets and liabilities of the south African Permanent Building Society having been transferred to Nedperm Bank Limited with effect from 1 April 1989 in terms of section 5 (9) of the Mutual Building Societies Act No. 24 of 1965 and with effect from 1 April 1992, Nedperm Bank Limited has changed it name to Nedcor Bank Limited in terms of section 44 (1) (b) of the Companies Act (Act 61 of 1973), Judgment Creditor, and **Tladi Johannes Mokgothu,** married in community of property to **Nyameka Vivienne Mokgothu,** Judgment Debtors

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter the property listed hereunder:

All right, title and interest in the leasehold for residential purposes in respect of Erf 5511 Khayelitsha in the area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative district of the Cape, in extent 186 square metres, situated at Z80, Khayelitsha, hereinafter referred to as the property, will be sold on 10 August 1993 at 10:00 at the Magistrate's Court, Wynberg.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built with bricks under an asbestos roof consisting of approximately two bedrooms, dining-room/lounge, kitchen, bathroom and w.c.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling interest rate prevailing from time to time in respect of home loans granted by the judgment Creditor to be paid against registration of transfer, and secured within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff, Wynberg.

Pincus Matz Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Mutual Plain, Symphony Walk, Town Centre, Mitchells Plain.

Case 27319/92

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

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

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 19 June 1992, the undermentioned property will be sold in execution at Athlone on Wednesday, 11 August 1933 at 12:00:

Erf 106372 Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, measuring 498 (four hundred and ninety-eight) square metres and comprising a single dwelling-house with tiled roof, four bedrooms, two bathrooms, lounge, kitchen, servants' quarters and single garage, and known as 96 Mabel Road, Rylands Estate.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest [currently 16% (sixteen per cent)] 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.

The conditions of sale which will be read out by 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 6th day of July 1993.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow. (Ref. R. Price/cj.)

Case 1950/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **Ready Mix Materials (Pty) Ltd,** Plaintiff, and **Stan Vroom Construction,** Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution dated 5 April 1993, the undermentioned property will be sold in execution by the Sheriff, Magistrate's Court, East London, on Friday, 6 August 1993, to be held at the address reflected below, namely 43 Vincent Gardens Drive, Vincent, East London, at 11:00, to the highest bidder:

Erf 26877, East London (Vincent Heights Township, Extension 2), Municipality and Division of East London, measuring 2 111 square metres, held under Deed of Transfer T2315/91, also known as 43 Vincent Gardens Drive, Vincent, East London).

1. *Terms and conditions:*

1.1 The property shall be sold for cash to the highest bidder without reserve, and subject to the rights of the bond holders as set out in the conditions of sale.

1.2 The sale will be subject to payment of 10% (ten per centum) of the purchase price of the property on the date of sale and bank or building society guarantee to be furnished within 14 (fourteen) days of the date hereof, securing payment of the balance.

3.3 The conditions of sale which shall be read immediately prior to the sale, shall lie for inspection at the Sheriff of the Magistrate's Court, 4 Buffalo Street, East London.

Dated at East London this 6th day of July 1993.

Marshall & Kaplan Inc., Plaintiff's Attorneys, 28 King Street, Southernwood, East London.

Saak 797/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **Federated Timbers (Edms.) Bpk.**, handeldrywende as F T Building Supplies, Eiser, en **M. S. Kok**, Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis wat in bogemelde Landdroshof op 3 Februarie 1993 toegestaan is en 'n lasbrief vir eksekusie wat uit bovermelde Hof uitgereik is, sal die ondergemelde eiendom opgeveil word by die perseel geleë te Lindentreestraat 40, Hillcrest, Blue Downs, Eerste Rivier, op 10 Augustus 1993 om 09:30:

Die eiendom wat verkoop sal word is Erf 365 Blue Downs, gelees in die plaaslike gebied van Laer Kuilsrivier No. 1, administratiewe distrik Stellenbosch, groot 522 (vyf honderd twee-en-twintig) vierkante meter, gehou kragtens Transportakte T30109/88.

Die verkoopvoorwaardes kan by die kantoor van die Balju, Bellville/Kuilsrivier geleë word.

Gedateer te Kaapstad op hierdie 8ste dag van Julie 1993.

Truter & Hurter Ing., Vyfde Verdieping, Dumbartonhuis, Kerkstraat 1, Kaapstad. (Verw. DHJ/lk/14775.)

Case 1356/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Ltd *versus* **Philda Nonzwakazi Msimango**

In pursuance of a judgment dated 30 June 1993 and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 6 August 1993 at 15:00:

Erf 144, kwaDwesi Extension 2, in the Administrative District of Port Elizabeth, in extent 264 (two hundred and sixty-four) square metres, situated at 19 Mhlunguthi Street, kwaDwesi 3, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, concrete block dwelling under a tiled roof, consisting of three bedrooms, one and a half bathrooms, lounge, dining-room and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R100 plus VAT] are also payable on date of sale.

Dated on the 5th day of July 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 6733/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

Nedcor Bank Ltd *versus* **Haroen Jaftha**

In pursuance of a judgment dated 26 May 1993 and an attachment on 28 June 1993, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by pubic auction on Friday, 6 August 1993 at 14:15:

Erf 1063, Amsterdamhoek, in the Municipality and Division of Port Elizabeth, in extent 1 654 (one thousand six hundred and fifty-four) square metres, situated at 32 Amsterdamhoek Road, Amsterdamhoek, Port Elizabeth.

While nothing is guaranteed, it is understood that the property consists of a vacant erf.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including 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 the 7th day of July 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 1057/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

Nedcor Bank Ltd *versus* **Abraham Bernard Makhubu**

In pursuance of a judgment dated 30 June 1993 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 6 August 1993 at 15:00:

(a) Section 29 (twenty-nine), as shown and more fully described on Sectional Plan SS66/92, in the scheme known as Clyde Court, in respect of the land and building or buildings, situated at Port Elizabeth Central, Municipality of Port Elizabeth, of which section the floor area, according to the sectional plan is 66 (sixty-six) square metres in extent.

(b) An undivided share in the common property situated at 29 Clyde Court, Clyde Street, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under as asbestos roof, consisting of two bedrooms, bathroom, lounge, kitchen and car-port.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% (ten per cent) on date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000 with a minimum of R100 plus VAT] are also payable on date of sale.

Dated on the 5th day of July 1993.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case 24/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIKETBERG HELD AT LAAIPLEK

In the matter between **ABSA Bank Ltd,** (formerly United Bank Ltd), Plaintiff, and **K. Mackenzie,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Laaiplek, dated 11 June 1993, the following will be sold in execution, on Friday, 13 August 1993 at 14:00, on site to the highest bidder:

Erf 1449, (Portion 583) Laaiplek, six hundred and twenty-nine (629) square metres, held by Deed of Transfer T48800/92, situated at Cecilia Slot, Laaiplek, Port Owen.

Description: Vacant plot also known as Cecilia Slot, Laaiplek, Port Owen.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditins 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, Laaiplek.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Case 23/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIKETBERG HELD AT LAAIPLEK

In the matter between **ABSA Bank Ltd,** (formerly United Bank Ltd), Plaintiff, and **K. Mackenzie,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Laaiplek, dated 11 June 1993, the following will be sold in execution, on Friday, 13 August 1993 at 14:15, on site to the highest bidder:

Erf 1462, (Portion 583) Laaiplek, in the Municipality of Velddrif Piketberg Division, six hundred and twenty (620) square metres, held by Deed of Transfer T48800/92, situated at Catharine Road, Laaiplek, Port Owen.

Description: Vacant plot also known as Catharine Road, Laaiplek, Port Owen.

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, Laaiplek.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak 174/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VANRHYNSDORP GEHOU TE VANRHYNSDORP

In die saak tussen **Nedcor Bank Bpk.,** (Reg. 51/00009/06), Vonnisskuldeiser, en **Demas Fortuin,** Eerste Vonnisskuldenaar, en **Carolina Gertruida Fortuin,** Tweede Vonnisskuldenaar

Neem hiermee kennis dat ter uitvoering van 'n vonnis gegee deur die Klerk van die Hof, te Vanrhynsdorp, die volgende onroerende eiendomme per openbare veiling verkoop sal word op Dinsdag, 10 Augustus 1993 om 10:00, by die eiendomme te Erf 306 en 307 (Vredestraat), Vanrhynsdorp, naamlik 'n konvensioneelgeboude woonhuis met 'n asbesdak, bestaande uit drie slaapkamers, volledige badkamer, kombuis, sitkamer, eetkamer en enkelmotorhuis.

Bekend as: Erf 306, Vanrhynsdorp, in die Munisipaliteit van Vanrhynsdorp, afdeling Vanrhynsdorp, groot 471 (vier sewe een) vierkante meter, en Erf 307, Vanrhynsdorp, in die Munisipaliteit van Vanrhynsdorp, afdeling Vanrhynsdorp, groot 471 (vier sewe een) vierkante meter, gehou kragtens Transportakte T5389/87, en onderhewig aan die voorwaardes daarin vervat.

Verkorte verkoopvoorwaardes: 'n Deposito van 10% (tien persent) van die koopprys behaal, is betaalbaar by ondertekening van die verkoopvoorwaardes tesame met die afslaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, en BTW (indien van toepassing), terwyl vir die saldo van die koopprys 'n goedgekeurde waarborg gelewer moet word binne veertien dae na datum van die veiling.

Vir verdere besonderhede skakel Chris Engelbrecht by Tel. (0271) 3-3024.

Gedateer te Vredendal op hierdie 13de dag van Julie 1993.

Downing & Engelbrecht Afslaers, Waterkantstraat 17, Posbus 419, Vredendal, 8160.

Saak 6765/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen **Saambou Bank Bpk.,** Eiser, en **Leon de Villiers,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 26 Mei 1993, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 11 Augustus 1993 om 12:45, op die perseel te Kraaifontein Industries, Industriaweg, Kraaifontein, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 11749, Gedeelte van Erf 8528, Kraaifontein, in die Munisipaliteit van Kraaifontein, administratiewe distrik van die Paarl, groot 2 162 vierkante meter, gehou kragtens Transportakte T39735/91.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is 'n leë erf met 'n stoorkamer ongeveer die grote van 'n motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, 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 (Tel. 92-0040) en/of Die Balju van die Landdroshof, Bellville (Tel. 948-8326.)

Datum: 7 Julie 1993.

Fourie Basson & Veldtman, Saambougebou, Voortrekkerweg 219, Parow. (Verw. CJV/RB/2024.)

Case 1156/92
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Angus Marsh Bernard Daniels,** First Defendant, and **Dorothea Illona Daniels,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 42 Klipling Avenue, Mandalay, on Wednesday, 25 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 for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 300, Mandalay, in the Local Area of Mandalay, Cape Division, in extent 740 square metres, and situated at 42 Kipling Avenue, Mandalay.

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

A 376 square metre dwelling consisting of a lounge, dining-room, study, kitchen, five bedrooms, shower, two bathrooms with water closet, water closet with shower and a 158 square metre outbuilding consisting of two garages, two carports, two servants' quarters, water closet with shower and a bathroom.

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, 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 13th day of July 1993.

William Inglis, for W. D. Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S580/1696.)

Case 5132/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA Bank Ltd,** (Allied Bank Division), Execution Creditor, and **Koos Adams,** First Execution Debtor, and **Eleanor Adams,** Second Execution Debtor

In terms of a judgment by the Magistrate's Court for the District of Kuils River dated 11 June 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court-house at Kuils River, to the highest bidder, on 19 August 1993 at 09:00:

Erf 3029, Eerste River, in the Local Area of Blue Downs, Stellenbosch Division, in extent 317 (three hundred and seventeen) square metres, street address, 12 Springbok Street, Trafalgar Plain, 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: Two 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, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on the 7th day of July 1993.

Buchanan Boyes Thompson Smithers Inc., for W. de Braal, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville. (Ref. N/J/ADAMS.K.)

Case 3991/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **The Standard Bank of South Africa Ltd,** Execution Creditor, and **John Holtzhausen,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 30 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 17 August 1993 at 09:30:

(a) Section 6 (six) as shown and more fully described on Sectional Plan SS177/81 in the building or buildings known as Brackview, situated at Brackenfell of which section the floor area, according to the said sectional plan is 55 (fivty-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 mortgaged section in accordance with the participation quota of the mortgaged section.

Street address: 3 Brackview, Saul Street, Brackenfell.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Bedroom, kitchen, lounge, bathroom/toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court, or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15.75% (fifteen 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 7th day of July 1993.

Buchanan Boyes Thompson Smithers Inc., for W. de Braal, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville. (Ref. N/J/HOLTZHAUSEN.)

Case 15871/92

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 **Bernard Noel Williams,** First Execution Debtor, and **Rosaline Jane Williams,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 15 January 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 11 August 1993 at 09:00:

Erf 2469, Gaylee, in the Local Area of Blue Downs, Stellenbosch Division, in extent 247 (two hundred and forty-seven) square metres, street address, 51 Newport Crescent, Gaylee.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Three bedrooms, lounge, kitchen, bathroom and toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer, immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 18.5% (eighteen comma 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.

Buchanan Boyes Thompson Smithers Inc., for W. de Braal, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville. (Ref. N/J/WILLIAMS.BN.)

Case 14200/92

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 **Owen Arthur James Kiewietz,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 25 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 11 August 1993 at 09:00:

Erf 5148, Brackenfell, in the Scottsdene Local Area, Division of Stellenbosch, in extent 399 (three hundred and ninety-nine) square metres.

Street address: 8 Meander Way, North Pine, Brackenfell.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Brick building, tiled roof, lounge, dining-room, bathroom, toilet, three bedrooms and garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 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 26072/92

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 **Johannes Petrus Potgieter,** First Execution Debtor, and **Lenee Potgieter,** Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 23 October 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 17 August 1993 at 10:30:

Erf 3304, Parow, in the Municipality of Parow, Cape Division, in extent 496 (four hundred and ninety-six) square metres.

Street address: 102 Kitchener Street, Parow.

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: Tiled roof, lounge, kitchen, bathroom, toilet and two bedrooms.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% (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 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 4476/90

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 **Miriam Bux,** Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 5 June 1990, 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 11 August 1993 at 09:00:

Erf 2114, Blue Downs, in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 358 (three hundred and fifty-eight) square metres.

Street address: 18 Yellowwood Road, Forest Village, 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: Corner plot, tiled roof, lounge, bathroom, toilet, three bedrooms and kitchen.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 20,75% (twenty 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 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.

Saak 1483/92

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen **ABSA Bank Bpk.** (Allied Bank Divisie), Vonnisskuldeiser, en **David Burrington Edwards,** Vonnisskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Caledon, gedateer 10 September 1992, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die ondervermelde onroerende eiendom voetstoots en sonder voorbehoud geregtelik per openbare veiling gehou op die perseel, aan die hoogste bieder verkoop word op 20 Augustus 1993 om 11:00:

Erf 670, Greyton, in die Munisipaliteit van Greyton, afdeling Caledon, groot 1 371 (eenduisend driehonderd een-en-sewentig) vierkante meter.

Straatadres: Parkweg 55, Greyton, onderhewig aan die voorwaardes hieronder uiteengesit:

Veilingsvoorwaardes:

(1) Die veiling is onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

(2) Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelbewys. Die hoogste bieder sal die koper wees, onderworpe aan die bepaling van artikel 66 van bogenoemde Wet.

(3) Die volgende gegewens word verskaf, maar is nie gewaarborg nie: Gedeeltelik voltooide woonhuis.

(4) Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju van die Landdroshof, Caledon, voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, St Georgesstraat, Caledon.

(5) Betaling sal soos volg geskied: 10% (tien persent) van die koopprys op die veilingsdag en die res met rente daarop teen die koers van 18% (agtien persent) per annum van die veilingsdatum tot datum van registrasie van oordrag, teen oordrag van die eiendom in die naam van die koper, welke betaling deur 'n goedgekeurde bank- of bouvereningingwaarborg gesekureer moet word binne 14 (veertien) dae na die veilingsdatum.

Gedateer te Bellville op die 6de dag van Julie 1993.

W. de Braal, vir Buchanan Boyes Thompson Smithers Ing., Prokureur vir Vonnisskuldeiser, Tweede Verdieping, Standard Bankgebou, Kruskallaan, Bellville.

Saak 793/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **NBS Bank Bpk.,** Eiser, en **A. Hofmeester,** Eerste Verweerder, en **G. C. Hofmeester,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Paarl gedateer 6 Maart 1992 en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te Symphonylaan 183, Daljosaphat, Paarl, per publieke veiling te koop aangebied op 19 Augustus 1993 om 11:00:

Erf 16644, Paarl, ook bekend as Symphonylaan 183, Daljosaphat, Paarl, afdeling Paarl, groot 250 (tweehonderd en vyftig) vierkante meter, gehou kragtens Transportakte T17407/91.

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 21% (een-en-twintig) persent per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet 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 veilingsvoorwaardes 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 vir Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer die 8ste Julie 1993.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EHN168.)

Case 26052/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **Nedcor Bank Ltd,** Judgment Creditor, and **Zainunesa Misbach,** Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 10 August 1993 at 09:30, at the property of the following immovable property:

Erf 10182 (a portion of Erf 118986) Cape Town, at Cape Town, measuring 111 (one hundred and eleven) square metres, held by the Judgment Debtor under Deed of Transfer T63511/91, also known as 46 Rose Street, Cape Town, and comprising a single-storey dwelling with two bedrooms, bathroom, kitchen, lounge and dining-room.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers.

Paramount Auctioneers, Second Floor, Namaqua House, 36 Burg Street, Cape Town. (Ref. S. Penkin.) (Tel. 23-6257.)

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ddt.)

Case 5300/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA Bank Ltd,** trading as United Bank, Plaintiff, and **Denver Stephen Plaatjies,** Defendant

The following property will be sold in execution, voetstoots and without reserve to the highest bidder, at the Magistrate's Court, Wynberg, on 25 August 1993 at 10:00:

Erf 9343, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 170 (one hundred and seventy) square metres, also known as 12 Sparrow Street, Rocklands, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed:

Semi-detached brick dwelling under tiled roof with two bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 8th day of June 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 6536/93

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

In the matter between **ABSA Bank Ltd,** trading as United Bank, Plaintiff, and **Rachelle Roos,** Defendant

The following property will be sold in execution, voetstoots and without reserve to the highest bidder, at the site of the property on 17 August 1993 at 11:30:

Erf 29617, Bellville, in the Municipality of Bellville, Cape Division, in extent 697 (six hundred and ninety-seven) square metres, also known as 44 Kanonberg Street, Hillside, Bellville.

Conditions:

1. The following information is furnished, but not guaranteed:

Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 8th day of June 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Case 000306/92
PH125

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

In the matter between **Nedperm Bank Ltd,** also known as Nedbank Ltd, Plaintiff, and **Benedict Nicholas Weaver,** Defendant

In pursuance of a judgment in the Magistrate's Court for the district of Randburg in the above-mentioned suit, the property listed herein will be sold on 9 August 1993 at 14:00, at 10 Tindale Road, Diep River, to the highest bidder:

Erf 80191, Cape Town at Diep River, situated in the Municipality of Cape Town, in extent 375 (three hundred and seventy-five) square metres, held under Deed of Transfer T14721/1970, situated at 10 Tindale Road, Diep River.

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

Improvements: A single storey dwelling unit of brick and pine, consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 27,25% (twenty-seven comma two five) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 7 and 9, Electric Road, Wynberg.

Dated at Johannesburg on this the 21st day of June 1993.

Orelowitz Attorneys, c/o Docex, Plaintiff's Attorneys, First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg, P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Ref. N5095 (Berg)/Mr Orelowitz/sb.)

Case 9545/93

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

In the matter between **Bernard Redmond Kiely,** Plaintiff, and **A. S. Whitten,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bellville and writ of execution dated 17 June 1993, the following property will be sold in execution to the highest bidder at 25 Muscadel Road, Table View on Thursday, 12 August 1993 at 10:15, to the highest bidder:

Certain Erf 14395, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 600 square metres, held by Deed of Transfer T76098/1990, also known as 25 Muscadel Road, Table View, consisting of a single storey dwelling, built of brick walls and tiled roof, three bedrooms all with built in cupboards, main en suite, second bathroom, lounge, dining-room, open plan kitchen, swimming-pool set in an enclosed garden, zoned single dwelling residential.

The conditions of sale may be inspected at the office of the Sheriff, Cape Town and will be read prior to the sale, the material conditions are:

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

2. Ten per cent (10%) of the purchase price shall be paid at the time of the sale and the balance together with interest on the Judgment Creditor's claim at 18,5% (eighteen comma five per cent) and on any preferent creditor's claim at the rate payable to such creditor from date of sale to date of transfer, guaranteed within 14 days of sale shall be paid on transfer.

3. The purchaser is liable for Sheriff's commission, transfer costs and duty, costs of execution and any amount due on the property to any Local Authority.

4. Possession shall be taken on date of sale.

Dated at Claremont on this the 8th day of July 1993.

Coulters van Gend & Kotze, Attorneys for Judgment Creditor, Second Floor, Norwich Life Terrace, 25 Protea Road, Claremont. (Ref. JVG/GS/M.146.)

Case 30136/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS Bank Ltd,** formerly Natal Building Society Ltd (Reg. No. 87/01384/06), Plaintiff, and **Thomas Georg Felix Koschorrek,** First Defendant, and **Dorothe Marieluise Koschorrek,** Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 27 January 1993, the property listed hereunder, and commonly known as 126 Raats Drive, Oceanside, Table View, will be sold in execution at the premises, Thursday, 12 August 1993 at 11:00, to the highest bidder:

Erf 14100, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 577 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.

The conditions of sale:

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8th day of July 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.1316.)

Case 10426/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **Syfrets Bank Ltd,** Plaintiff, and **Jan Albert Pretorius,** Defendant

In execution of a judgment of the Supreme Court (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at on Friday, 20 August 1993 at 10:00, at De Hoop 805, Paarl, 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 will lie for inspection, before the sale, at the offices of the Sheriff, Paarl:

Portion 6 of the farm De Hoop 805, Division Paarl, extent 22,4649 (twenty-two comma four six four nine hectares), held by Deed of Transfer T21857/1982, together with the following (permanent) improvements thereon (nothing is guaranteed in this regard: *Land:* It consists of approximately 10 hectares of arable land with granite sandveld.

Water: Two perennial streams, small earthern dam, 45 thousand gallon reservoir, borehole and an irrigation allocation of five million gallons from the Berg River Noord Agter Paarl Irrigation Scheme.

Homestead: Single-storey Cape Dutch house, built 1865. Comprising of a covered verandah, lounge with fireplace, television-room, family room, fitted kitchen, two walk-in pantries, five bedrooms and two bathrooms.

Outbuildings: A dairy comprising of eight stanchions with Alfa Lavat Milking System, disused cellar, feed store, two labourer's cottages divided into four units.

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 to be furnished to the Sheriff within twenty-one days (21) after the date of sale.

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

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

Ms E. J. Moffatt, for C. K. Friedlander Shandling & Volks, Attorneys for Plaintiff, Eighth Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. [Tel. (021) 23-6120.) (Ref. Ms E. J. Moffatt/CJW/04-1067.) To: The Registrar of the Supreme Court Cape Town.

Case 2606/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Commercial Bank of Namibia (S.A.) Ltd,** Plaintiff, and **Humprey Ignatius Percy Herwells,** Defendant

In execution of the judgment of the Magistrate's Court of Wynberg in the above matter on Wednesday, 11 August 1993 at 10:00, a sale will be held of the following property situated at the address shown namely:

Erf 75169, Cape Town at Southfield, in the Municipality of Cape Town, Cape Division, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T34341/73.

The property is reported to include (but this is not guaranteed) a dwelling comprising: A single-storey brick plastered building, with a concrete floor predominantly covered with carpets, but with tiles and vinyl to part. It has a pitched timber framed roof with boarded ceilings below. The accommodation comprises a lounge/dining-room, family room, kitchen with fitted cupboards, three bedrooms have built-in cupboards. Adjoining the front and side of the dwelling there is a single garage of brick plastered construction.

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 provision of section 66 of the above-mentioned Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-guaranteed 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 First Mortgage Bond Holder (SA Perm) to be paid against registration of transfer, and secured within 14 (fourteen) days after the date of sale by a bank or building society guarantee acceptable to the Judgment Creditor, and subject to further conditions which may be read out at the time of sale and which may be inspected at the offices of the Sheriff, Goodwood.

Dated at Cape Town this 14th day of July 1993.

T. B. Poole, for Bertram Poole & Associates, 708 Groote Kerk Building, 39 Adderley Street, Cape Town. (Tel. 45-4548.) (Ref. N00536/B. Poole.ak.)

Case 14996/93

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

In the matter between **11th Floor 21st Investments CC,** Plaintiff, and **Susan Lynn Flores N.O.,** Defendant

In terms of a judgment of the Magistrate's Court, Johannesburg, dated 4 March 1993, and a warrant of execution dated 4 March 1993, the following property will be sold in execution at the offices of the Sheriff for the Magistrate's Court, Douglas, before the Douglas Magistrate's Court on 10 August 1993 at 10:00, to the highest bidder, namely:

Certain remainder extent of Portion 4 Annex Suffolk of the farm Nortfolk 227, situated in the Division of Herbert, measuring 1 065,5815 hectares, and certain remainder of the farm Suffolk 226, situated in the Division of Herbert, measuring 389, 6621 hectares, held under Title T872/1990 (subject to the conditions therein contained).

No warranty or undertaking is given in relation to the nature of the improvements (if any).

Terms: 10% (ten per cent) of purchase price payable in cash on day of sale and the balance upon registration of transfer, to be secured by an approved bank or building society guarantee within 14 (fourteen) days thereof.

The conditions of sale will be available for inspection during office hours at the offices of the Sheriff of the Magistrate's Court, Douglas, Arnot Street Douglas.

Dated at Johannesburg on this the 7th day of July 1993.

David Shapiro & Associates, Plaintiff's Attorneys, Eighth Floor, Schreiner Chambers, 94 Pritchard Street, P.O. Box 11107, Johannesburg. (Tel. 337-9261. (Ref. Mr Berkowitz/ss/CH.321.)

Case 11714/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **British Kaffrarian Savings Bank,** Plaintiff, and **Noombies Nook (Pty) Ltd,** Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 28 May 1993, the following property will be sold on Friday, 6 August 1993 at 10:00, on site at 20 Main Road, Gonubie, East London, to the highest bidder:

Erf 2452 (portion of Erf 367, Gonubie), Gonubie Park Township 1, Municipality of Gonubie, in extent 1 064 square metres, held by Deed of Transfer 1595/91, also known as 20 Main Street, Gonubie, subject to the conditions referred to in the said Deed of Transfer.

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy. Subject to the 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.

Dated at East London this 28th day of June 1993.

Russell Esterhuizen & Sephton, Plaintiff's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. M. R. de Klerk.)

Case 5830/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **The Standard Bank of South Africa Ltd,** Plaintiff, and **Peter David Eisele,** First Defendant, and **Marie Hedwige Paula Pierre Joseph Eisele,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division), in the above-mentioned suit, a sale without reserve will be held at 52 Valentino Drive, Kirstenhof, on Wednesday, 18 August 1993 at 13:00, 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 10491 (portion of Erf 10482), Constantia, in the Area of the Local Council of Constantia Valley, Cape Division, in extent 242 square metres, and situated at 52 Valentino Drive, Kirstenhof.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 85 square metre main dwelling consisting of a lounge, study, kitchen, two bedrooms and a bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 8th day of July 1993.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 53 Church Street, Cape Town. [Tel. (021) 22-2084.] (Ref. W. D. Inglis/cs/S1196/3290.)

Saak 1060/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **A. J. van den Berg,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 16 Junie 1993, in bogemelde aangeleentheid sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word te Schoongezichtstraat 6, op 25 Augustus 1993 om 10:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Wellington, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig.

(b) Een tiende van die koopprys sal betaal word in kontant of by wyse van 'n bankgewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport.

(c) Die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste; en

(d) Besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 1970, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T67658/1989 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Slaapkamers, badkamers, kombuis, sitkamer, asbesdak, ens.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Wellington op hierdie 9de dag van Julie 1993.

J. Duvenage, vir Duvenage & De Villiers, Hoofweg 107, Wellington, 7655. (Verw. ND/fp.)

Saak 1059/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **J. Simpson,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 15 Junie 1993, in bogemelde aangeleentheid sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word te Angelierstraat 13, op 24 Augustus 1993 om 10:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode, te Wellington, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig.

(b) Een tiende van die koopprys sal betaal word in kontant of by wyse van 'n bank gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport.

(c) Die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste; en

(d) Besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 8816, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 297 (tweehonderd sewe-en-negentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T12484/1990 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Slaapkamers, badkamers, kombuis, sitkamer, asbesdak, ens.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Wellington op hierdie 9de dag van Julie 1993.

J. Duvenage, vir Duvenage & De Villiers, Hoofweg 107, Wellington, 7655. (Verw. ND/fp.)

Saak 1058/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **S. de Vries,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 22 Junie 1993 in bogemelde aangeleentheid, sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word te Hoekstraat 6, op 25 Augustus 1993 om 10:45, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Wellington, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig.

(b) Een tiende van die koopprys sal betaal word in kontant of by wyse van 'n bank gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport.

(c) Die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste.

(d) Besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 1908, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 522 (vyfhonderd twee-en-twintig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T1841/1962 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Slaapkamers, badkamers, kombuis, sitkamer, asbesdak, ens.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Wellington op hierdie 9de dag van Julie 1993.

J. Duvenage, vir Duvenage & De Villiers, Hoofweg 107, Wellington, 7655. (Verw. ND/fp.)

Saak 1057/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen **Nedcor Bank Bpk.,** Eiser, en **G. J. Krieling,** Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 15 Junie 1993 in bogemelde aangeleentheid, sal die eiendom hieronder vermeld per publieke veiling aan die hoogste bieder verkoop word te Levinestraat 8, op 24 Augustus 1993 om 10:45, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Wellington, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig.

(b) Een tiende van die koopprys sal betaal word in kontant of by wyse van 'n bank gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport.

(c) Die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste.

(d) Besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 5598, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 500 (vyfhonderd) vierkante meter, gehou deur die Verweerder kragtens Transportakte T34427/1989 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Slaapkamers, badkamers, kombuis, sitkamer, asbesdak, ens.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Wellington op hierdie 9de dag van Julie 1993.

J. Duvenage, vir Duvenage & De Villiers, Hoofweg 107, Wellington, 7655. (Verw. ND/fp.)

Case 1759/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between **Escom Finance Company (Pty) Ltd,** Plaintiff, and **Gideon Galelekile Dyantyi,** Defendant

In execution of a judgment granted in the above Court on 17 December 1992, the following property will be sold by public auction at the Magistrate's Court, Cradock, on Wednesday, 11 August 1993 at 11:00:

Erf 56, Lingelihle in the Administrative District of Cradock, in extent 521 square metres, held under Certificate of Registered Grant of Leasehold TL2579/88.

The property is situated at 9 Nxeny Street, Cradock, and is a dwelling-house, brick under iron, consisting of two bedrooms, lounge, dining-room, kitchen and bathroom.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.

2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.

3. The purchaser shall pay a deposit of 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 furnished to the Sheriff within 14 days after the date of the sale.

4. The purchaser shall pay the auctioneer's charges on the day of the sale.

5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. (Ref. Mr Laing.)

Case 27988/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA Bank Ltd,** trading as Allied Bank, Plaintiff, and **Johan Adolf Kilian,** Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 19 August 1993 at 12:00:

Erf 14817, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 720 square metres, also known as 5 Sceptre Crescent, Table View.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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 12th day of July 1993.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 30 Hout Street, Cape Town.

Saak 3650/92

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **ABSA Bank Bpk.,** Eiser, en **K. S. Malgas** en **W. F. Malgas,** Verweerders

Ter uitvoering van 'n vonnis van bogemelde Landdroshof, gedateer 13 November 1992, in bogemelde aangeleentheid sal die eiendom, bekend as Erf 9722, Secondstraat 11, Tennantville, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Erf 9722, op 10 Augustus 1993 om 09:30, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Stellenbosch, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig.

(b) Een tiende van die koopprys sal betaal word in kontant of by wyse van 'n bank-gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport.

(c) Die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste; en

(d) Besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 9722, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 235 (tweehonderd vyf-en-dertig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T55833/1988 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Sitkamer, eetkamer, kombuis, badkamer en toilet, twee slaapkamers.

'n Verband is beskikbaar aan 'n goedgekeurde koper..

Geteken te Stellenbosch op hierdie 12de dag van Julie 1993.

G. J. Erasmus, vir Cluver Markotter, S. A. Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/rvw/29162.)

NATAL

Case 39/93

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 **T. A. Mazibuko,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 19 May 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 17 August 1993 at 15:00, in front of the Magistrate's Court, eZakheni:

Site B2419, eZakheni, in extent 382 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of Grant G03038/88.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising two bedrooms, living-room, kitchen, bathroom, w.c. and outbuildings.

Extent: 382 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 17 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 22nd day of June 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF427.)

Case 37/93

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 **I. B. Khanyile,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 19 May 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 17 August 1993 at 15:00, in front of the Magistrate's Court, eZakheni:

Site B2392, eZakheni, in extent 300 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of G03048/88.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising two bedrooms, living-room, kitchen, bathroom, w.c. and no outbuildings.

Extent: 300 square metres.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Klip River on 17 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 22nd day of June 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF428.)

Case 31/93

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. A. Mathe,** 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, 17 August 1993 at 15:00, in front of the Magistrate's Court, eZakheni:

Site E3116, eZakheni, in extent 713 square metres, situated in the District of Emnambithi, Administrative District of KwaZulu, held under Deed of G00413/90.

The following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Concrete block under corrugated iron, dwelling, comprising three bedrooms, living-room, kitchen, outbuildings, w.c. and shower.

Extent: 713 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 17 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 1st day of July 1993.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CKF423.)

Case 200/93

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 **K. W. Mdabe,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 26 February 1993, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 24 August 1993 at 15:00, in front of the Magistrate's Court, eZakheni:

Lot 1147, Steadville, situated in the Administrative District of Natal, in extent 308 square metres held in terms of Certificate of Registered Grant of Leasehold TL375/1989.

Zoning: Residential.

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

Improvements (the accuracy hereof is not guaranteed): Single storey, brick walls, fitted carpets, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and no garage.

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 24 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 centum) 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 this 1st day of July 1993.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, P.O. Box 200, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0236.) (Ref. CN0236.)

Case 11911/90

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

In the matter between **Nedcor Bank Ltd,** formerly known as Nedperm Bank Ltd, Plaintiff, and **H. E. Mthembu,** Defendant

In pursuance of a judgment granted on 26 November 1990, 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, Chancery Lane, Pinetown, at 10:00:

Description: Unit D 600 in extent 304 square metres, situated in the Township of kwaDabeka, in the District of Pinetown, represented and described on General Plan 328/1984.

Physical address: Unit D 600, kwaDabeka.

Improvements: Fibre glass under tile dwelling, two bedrooms, a half bathroom, kitchen, lounge and outside toilet.

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 5th day of July 1993.

F. van Oers, for Dickinson & Theunissen, Plaintiff's Attorney, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Saak 2451/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **KwaZulu Finance & Investment Ltd,** Eksekusieskuldeiser, en **Ezlon Mqobana Kunene,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde agbare hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 22 Junie 1993 word die ondervermelde eiendom om 10:00 op 11 Augustus 1993 voor die Landdroshof, Newcastle, geregtelik verkoop, naamlik:

Sekere Perseel 1544, Madadeni Dorpsgebied, distrik Newcastle.

Die eiendom is verbeter, maar niks word gewaarborg nie. Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

(1) Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

(2) Die eiendom word voetstoots en onderhewig aan die voorwaardes vervat in die titelakte daarvan.

Gedateer te Newcastle hierdie 29ste dag van Junie 1993.

Hopkins & Southey, Prokureurs vir Eiser, Bo-grondvloer 12, S.A. Perm Arcade, Scottstraat 58, Newcastle. (Verw. PH/163.)

Case 2451/93

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Ezlon Mqobana Kunene,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 22 June 1993 the undermentioned property will be sold in execution on 11 August 1993 at 10:00 at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Site 1544, Unit F, Madadeni Township.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 29th day of June 1993.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, Suite 12, S.A. Perm Arcade, Upper Ground Floor, 58 Scott Street, Newcastle. (Ref. PH/163.)

Case 2717/93

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 **Mathuraveeran Ponsamy Govender,** First Defendant, and **Shunmugavelli Govender,** Second Defendant

In pursuance of a judgment granted on 23 April 1993 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 13 August 1993 at 10:00 at the front entrance of the Sheriff's Office, Mountain View Shopping Centre, Inanda Road, Verulam:

Description: Lot 163, Clayfield, situated in the City of Durban, Administrative District of Natal, in extent (290) two hundred and ninety square metres.

Street address: 4 Nutclay Place, Clayfield, Phoenix.

Improvements: Block under asbestos semi-detached dwelling, consisting of three bedrooms, lounge, kitchen, toilet, bathroom and precast fencing, light and water facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Town planning zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commision, 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 at Moss Street, Verulam.

Dated at Durban this 7th day of July 1993.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13292.)

Case 29119/92

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

In the matter between **Boland Bank Ltd,** Plaintiff, and **Mahomed F. S. Vanker,** Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 3 March 1992, and writ of execution dated 26 February 1993, the immovable property listed hereunder will be sold in execution on Friday, 13 August 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Subdivision 9 of Lot 1203, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 376 square metres, held by the mortgagor under Deed of Transfer T1256/86, known as 56 Bangalore Road, Pietermaritzburg, Natal.

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 27% (twenty-seven per cent) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg, Natal.

Geyser Liebetrau Du Toit & Louw, 380 Loop Street, Pietermaritzburg. (Ref. B.862L/evh.)

Case 8592/88

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

In the matter between **Nedcor Bank Ltd,** formerly known as South African Permanent Building Society, Plaintiff, and **A. Ngidi,** Defendant

In pursuance of a judgment granted on 2 December 1988, 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 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Unit D305, in the Township of kwaDabeka, District of Pinetown, in extent of 307 square metres, represented and described on General Plan 328/1984.

Physical address: Unit D305, kwaDabeka.

Improvements: Fibre glass under tile dwelling, two bedrooms, bathroom, kitchen, lounge and outside toilet.

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 5th day of July 1993.

F. van Oers, for Dickinson & Theunissen, Plaintiff's Attorney, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 1978/91

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

In the matter between **Nedcor Bank Ltd,** formerly known as Nedperm Bank Ltd, Plaintiff, and **C. C. Skippers,** First Defendant, and **S. Skippers,** Second Defendant

In pursuance of a judgment granted on 2 April 1991, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 August 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 7021, Pinetown (Extension 67), situated in the Borough of Pinetown, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 525 square metres, held by Deed of Transfer 27116/89.

Physical address: 31 John Rose Drive, Mariannridge, Pinetown.

Improvements: Single storey, brick under tile dwelling, three bedrooms, bathroom with separate toilet, kitchen, lounge and dining-room.

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

2. The purchaser shall pay 10% (ten per 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 5th day of July 1993.

F. van Oers, for Dickinson & Theunissen, Plaintiff's Attorney, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 9981/90

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

In the matter between **Nedcor Bank Ltd,** formerly known as Nedperm Bank Ltd, Plaintiff, and **T. Moonsamy,** First Defendant, and **M. Moonsamy,** Second Defendant

In pursuance of a judgment granted on 13 December 1990, 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 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Subdivision 5 of Lot 582, Kloof, situated in the Borough of Kloof, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 528 square metres, held by Deed of Transfer T5163/85.

Physical address: 16 Temple Road, Wyebank, Kloof.

Improvements: Double storey, brick under tile dwelling—Downstairs: Family room, study, toilet/bathroom, dining-room, kitchen/laundry and lounge. Upstairs: Master bedroom with en suite, three bedrooms, toilet, bathroom and three garages.

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 5th day of July 1993.

F. van Oers, for Dickinson & Theunissen, Plaintiff's Attorney, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 3185/91

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

In the matter between **Nedcor Bank Ltd,** formerly known as Nedperm Bank Ltd, Plaintiff, and **The Executor C. B. Nene of the Estate Late S. Nene,** Defendant

In pursuance of a judgment granted on 23 April 1991, in the Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 August 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Lot 379, Klaarwater, situated in the Administrative District of Natal, in extent 481 square metres, held by Deed of Transfer TL634/90.

Physical address: Lot 379, Klaarwater.

Improvements: Block under asbestos dwelling, bedroom, bathroom/toilet, 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, Pinetown, or at the offices of Dickinson & Theunissen.

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

F. van Oers, for Dickinson & Theunissen, Plaintiff's Attorney, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 3085/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Rubendaran Pillay,** First Defendant/Execution Creditor, **Soogreem Dwarika Maharaj,** Second Plaintiff/Execution Creditor, **Sookthey Maharaj,** Third Plaintiff/Execution Creditor, and **Sanicharee Singh,** Fourth Plaintiff/ Execution Creditor, and **Shouren Sook Dav Sook Nannan Sooknannan,** First Defendant/Execution Debtor, and **Lalitha Gobind Sooknannan,** Second Defendant/Execution Debtor

In pursuance of a judgment obtained in the above Honourable Court on 18 October 1991, and by virtue of a warrant of execution issued thereon, the immovable property listed hereunder will be sold in execution to the highest bidder on Tuesday, 10 August 1993 at 10:00, by the Sheriff, Ladysmith, and the sale is to take place in front of the Magistrate's Court, Keate Street, Ladysmith:

Description: Lot 5411, Ladysmith Extension 25, situated in the Borough of Ladysmith, Administrative District of Natal, in extent four hundred and fifty (450) square metres.

Physical address: 9 Jasmin Lane, Ladysmith.

Improvements: One brick under tiled roof dwelling comprising of three bedrooms, lounge, dining-room, toilet, bathroom, a kitchen and a single garage.

The nature, extent, conditions and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Conditions of sale and payment: The aforesaid property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff, Ladysmith, or at the offices of the Plaintiff's attorneys, Saras Singh and Associates, Office 4, 84 Wick Street, Verulam.

Dated at Verulam this 2nd day of July 1993.

Saras Singh & Associates, Plaintiff's/Creditors Attorneys, Office 4, 84 Wick Street, Verulam.

Case 994/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **The Standard Bank of South Africa Ltd** (No. 62/00738/06), Plaintiff, and **Lindani Lesley Sibiya,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 4 May 1993, the immovable property described as:

Ownership Site A1713, in extent 1 970 square metres, as shown on General Plan BA15/1970, situated in the Township of Gamalakhe, District of Izingolweni, held under Deed of Grant G7169/86, will be sold in execution on Friday, 20 August 1993 at 11:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per centum) of the purchase price.

(e) The property shall be sold subject to any vaid 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 vacant land.

Dated at Port Shepstone on this the 23rd day of July 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/S692/01SA97500.)

Case 55251/90

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Nicolas Jacobus Niewenhuizen,** First Defendant, and **Catherina Niewenhuizen,** Second Defendant

In pursuance of a judgment granted on 7 March 1991, in the Court of the Magistrate Durban, and under a writ of execution issued thereunder and served on 20 April 1993, the immovable property listed hereunder shall be sold in execution to the highest bidder on Thursday, 12 August 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road Entrance, Durban.

Description: A unit consisting of:

(a) Section 14, as shown and more fully described on Sectional Plan 80/1980, in the building or buildings known as Amandonia, situated at Kingsburgh, of which the floor area, according to the said sectional plan, is forty-eight (48) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST3653/1990.

Postal address: Flat 302, Amandonia, 25/27 Beach Road, Amanzimtoti.

The property consists of: Flat with cement roof, brick walls, bedroom, toilet, bathroom, lounge, dining-room and tiled kitchen.

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 20,75% (twenty comma seven five 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, Durban South.

Dated at Durban.

Meumann and White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/011857.)

Case 10993/91

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

In the matter between **Nedcor Bank Ltd** (formerly known as Nedperm Bank Ltd), Plaintiff, and **P. L. Malinga,** First Defendant, and **T. D. Malinga,** Second Defendant

In pursuance of a judgment granted on 24 December 1991, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 6 August 1993 at 10:00, in front of the Magistrate's Court, Chancery Lane, Pinetown:

Description: Erf 399, Clermont, situated in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 533 square metres, held by Deed of Transfer T20842/89.

Physical address: 399 North Road, Clernaville.

Improvements: Brick under asbestos dwelling, three bedrooms, bathroom, kitchen, lounge, dining-room and outside toilet.

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% 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 5th day of July 1993.

F. van Oers, for Dickinson & Theunissen, Plaintiff's Attorneys, Second Floor, Permanent Building, Chapel Street, Pinetown. (Ref. Mr Clift/sp.)

Case 67750/92

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Jacoba Johanna Luyke,** Defendant

In pursuance of a judgment granted 7 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 12 August 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description:

A unit consisting of:

a. Section 17 as shown and more fully described on Sectional Plan SS85/86, in the scheme known as Elim Court, in respect of the land and building or buildings situate at Durban, City of Durban of which the floor area, according to the said sectional plan is 36 square metres in extent; and

b. An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST3987/92.

Physical address: 17 Elim Court, 11 Dunn Place, Montclair, Durban.

Improvements: Single storey brick under asbestos dwelling comprising a bedroom, bathroom and kitchen.

The nature, extent, condition and existence of the improvements are 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 19,25% (nineteen comma two five) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

The full conditions may be inspected at the office of the Sheriff, Durban, or at the offices of Strauss Daly Inc.

Dated at Durban this 7th day of July 1993.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. D. Varty/Z10903/nvh.)

Case 1532/92

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

In the matter between **Nedperm Bank Ltd,** Plaintiff, and **Jabulani Moses Mkhwanazi,** Defendant

In pursuance of a judgment of the Magistrate's Court for the District of Umlazi, held at Umlazi, dated 25 September 1992, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Magistrate's Court, Umlazi, on 4 August 1993 at 10:00, at the Main South-entrance of the Magistrate's Court, Umlazi (near National and Kwazulu flag posts) to the highest bidder without reserve:

1. *Property description:*

Ownership Unit 1248, in the Township of Umlazi, Unit 8, District C Unit 1248, in the Township of Umlazi, Unit 8, District County of Durban, in extent 508 (five hundred and eight) square metres.

Physical and postal address: H1248, Umlazi Township, Umlazi, Natal.

Improvements:

Big space, double storey.

Main building: Store room, office on top and big room.

Outbuildings: None.

2. *Property description:* Ownership Unit 1249, in the Township of Umlazi, Unit 8, District County of Durban, in extent 532 (five hundred and thirty-two) square metres.

Physical and postal address: H 1249, Umlazi Township, Umlazi, Natal.

Improvements: Vacant land.

Nothing is guaranteed in respect of the above.

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

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale together with the Sheriff's commission.

3. The balance of the purchase price is payable against tansfer to be secured by a bank- or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of the sale.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. The purchaser shall pay the Sheriff's commission calculated at 4% (four per centum) on the purchase price.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the office of the Magistrate's Court, Magistrate's Court, Umlazi, Durban.

Dated at Durban on this the 1st day of July 1993.

R. E. Easton-Berry, for Van Onselen O'Connell, Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. R. Easton-Berry/EVV/06N002049.)

Case 1465/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Anthony Malcolm Schooling,** First Defendant, and **Freda Isabella Schooling,** Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Thursday, 10 June 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Glencoe, in front of the Magistrate's Court, Justice Street, Glencoe, on Friday, 6 August 1993 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 29 De Beer Street, Glencoe, Natal, namely:

Lot 992, Glencoe, situate in the Borough of Glencoe, and in the Dundee-Glencoe Regional Water Services Area, Administrative District of Natal, in extent eight-hundred and ninety-two (892) square metres, which property is physically situate at 54 Karellandman Street, Glencoe, Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T8788/90.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a building brick under iron. The building consists of two shops facing Karellandman Street and one shop at the back. One shop is a video shop with a kitchen and a toilet, the second shop is a biltong shop with a cold room and toilet, the third shop is unoccupied. There is a carport for four cars and an outbuilding with a toilet.

Zoning: The property is zoned for business purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17% (seventeen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 26th day of June 1993.

J. A. Browne, for E. R. Browne Inc., Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 9214/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Rajamah Naidoo,** Defendant

In pursuance of a judgment of the above Honourable Court dated 4 May 1993, the following property will be sold in execution on Friday, 13 August 1993 at 11:00, in the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, Natal to the highest bidder:

Subdivision 302 of the farm Newholmes 14357, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent five hundred and sixty-seven (567) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 1 Gresham Crescent, Newholmes, Pietermaritzburg the main dwelling comprises a single detached house consisting of four bedrooms, two bathrooms, dining-room, kitchen and lounge. The outbuilding consists of a garage, servant's room and a store-room.

Important terms and conditions:

(a) The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the execution creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 days of the date of the sale.

(b) 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 are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 7th day of July 1993.

Ganie & Co., Plaintiff's Attorney, 493 Longmarket Street, Pietermaritzburg. (Ref. YC:SD:N019.)

Case 1541/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Brian Desmond Banks,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division, on Thursday, 24 June 1993, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of his office on Friday, 6 August 1993 at 10:30, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, namely:

Subdivision 613 (of 441) of the farm Shorts Retreat 1208, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three thousand one hundred and five (3 105) square metres, which property is physically situated at 8 Portland Road, Pietermaritzburg, Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T30414/92.

Improvements: Without constituting a warranty of any nature, the property is vacant land.

Zoning: The property is zoned for General Industrial purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17% (seventeen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

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

J. A. Browne, for E. R. Browne Inc. Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case 5807/93

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

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and **Mdliwamafa Nelson Makhayi,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 22 April 1993 the following immovable property will be sold in execution on 6 August 1993 at 11:00, at the Sheriff's Office, Main Road, Dalton, to the highest bidder:

Lot 181, Cool Air, situated in the development area of Cool Air, Administrative District of Natal, in extent seven hundred and eighteen (718) square metres, situated at 181 Cassia Close, Cool Air, Dalton.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete under iron roof, consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages and servants' quarters.

Material conditions of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, New Hanover, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 15th day of June 1993.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case 991/89

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **K O Patel,** Plaintiff, and **Harilall Dukwah,** First Defendant, and **Vikash Harilall,** trading as Dukwahs Wholesale, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendants will be sold in execution on 6 August 1993 at 09:30, at the offices of the Sheriff, 5 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

(a) Remainder of Lot 312, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand and seventy-seven (1 077) square metres, held under Deed of Transfer T4031/1968.

(b) Subdivision 68 of and the farm Newholme 14357, situated in the City of Pietermaritzburg, Administrative District of rmaritzburg, Administrative District of Natal, in extent three hundred and thirty-four (334) square metres, held under Deed of Transfer 21821/1973.

The following information relating to the property is furnished but nog guaranteed in any way:

1. The property referred to in paragraph A is situated at 33 Kitty-Boyd Road, Raisethorpe, District of Pietermaritzburg. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

2. The property referred to in paragraph B is situated at 21 Stella Road, Newholme, District of Pietermaritzburg. The property has been improved by construction thereon of a business premise.

3. The condition of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Naren Sangham & Associates, 190 Retief Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg on this 23rd day of July 1993.

Naren Sangham & Associates, Plaintiff's Attorneys, 190 Retief Street, Pietermaritzburg.

Case 28/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **ABSA Bank Ltd,** trading as Allied Bank, Plaintiff, and **Johann Cronje Stegmann,** in his capacity as Trustee, First Defendant, **Johann Cronje Stegmann,** Second Defendant, and **Estelle Catherina Stegmann,** Third Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone on 28 April 1993, and the warrant of execution issued pursuant thereto, the immovable property described as:

(a) Section 2 as shown and more fully described on Sectional Plan SS196/89, in the building or buildings known as Travelodge, situated at Subdivision 2 of Lot 967, Port Edward, of which the floor area, according to the said sectional plan is 63 (sixty-three) square metres in extent, situated at Owen Ellis Drive, Port Edward;

(b) an undivided share in the common property in the land and building or buildings and held under Certificate of Registered Sectional Title ST196/89 (2) Unit.

Will be sold in execution on Friday, 6 August 1993 at 11:00, 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 offices of Messrs Barry, Botha & Breytenbach, 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 (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, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per cent) of the purchase price.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling (doctors' rooms), consisting of two consulting rooms, waiting hall, reception office toilet, bath and shower.

Dated at Port Shepstone on this the 23rd day of July 1993.

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. C. E. Breytenbach/lg/A153.)

Case 1053/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **ABSA Bank Ltd,** trading as Allied Bank, Plaintiff, and **Johan Cronje Stegmann,** First Defendant, **Johann Cronje Stegmann,** Second Defendant, and **Estelle Catherina Stegmann,** Third Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone on 21 April 1993, and the warrant of execution issued pursuant thereto, the immovable property described as:

Lot 13, Port Edward, situated in Port Edward Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 043 (one thousand and fourty-three) square metres, and situated in Ramsay Avenue, Port Edward.

Will be sold in execution on Friday, 6 August 1993 at 11:00, 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 offices of Messrs Barry, Botha & Breytenbach, 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 (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, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 4% (four per cent) of the purchase price.

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

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by a dwelling under brick and asbestos, consisting of double garage, store-room, lounge, shower, toilet, bathroom, three bedrooms and room (no outbuildings).

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

Barry, Botha & Breytenbach, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. CEB/LG/05S047139/A163.)

Case 40707/92

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

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and **Errol Charles Baxter,** Execution Debtor

In pursuance of a judgment granted on 13 August 1992 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 10 August 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: A unit consisting of:

(a) Section 3 as shown and more fully described on the Sectional Plan SS240/81 in the building or buildings known as San Felice, situated at City of Durban, of which the floor area, according to the said sectional plan is 122 (one hundred and twenty-two) 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 ST240/81 (3) (Unit).

Street address: 3 San Felice, 415 Ridge Road, Durban.

Improvements: One flat comprising of main bedroom with en suite, two bedrooms carpeted with built-in cupboards, toilet, bath with wash basin, TV-room carpeted, lounge carpeted, kitchen with built-in units and laundry room.

Servants' quarters consisting of room and under cover parking bay.

Zoning: General residential (nothing guaranteed).

The sale shall be for rands and no bids of less than R100 (one hundred rand) shall be accepted.

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

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within 14 (fourteen) days after the sale.

2. The purchaser shall be liable for interest at the rate of 20% (twenty per cent) per annum to the bondholder, Nedperm Bank Ltd, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 25th day of June 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case 50/92

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 **Mpizani Ernest Ndlovu,** Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepston, dated 14 February 1992, the following immovable property will be sold in execution on 6 August 1993 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership Unit A715, in the Township of Gamalakhe, District Izingolweni, in extent 372 (three hundred and seventy-two) square metres, represented and described on General Plan BA15/70.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Ownership Unit A715, Gamalakhe.

Upon the property is a dwelling under brick and tile, consisting of two bedrooms, dining-room, lounge, kitchen, bathroom and toilet.

Material conditions of sale:

The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within 14 (fourteen) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 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 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 9877/93

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

In the matter between **ABSA Bank Ltd** (Allied Bank Division), Plaintiff, and **Donald Alistaire Austin,** First Defendant, and **Lesley Joyce Austin,** Second Defendant

In pursuance of a judgment granted on 22 March 1993, in the Court of the Magistrate, Durban, and under writ of execution issued thereunder, the immovable property listed hereunder shall be sold in execution to the highest bidder on Thursday, 12 August 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: a) Section 19 as shown and more fully described on Sectional Plan SS270/87, in the scheme known as Villa Del Sol, in respect of the land and building or buildings situate at Warner Beach, local authority of Kingsburgh of which section the floor area, according to the said sectional plan, is 65 (sixty five) square metres in extent; and

b) Section 20 as shown and more fully described on Sectional Plan SS270/87 in the scheme known as Villa Del Sol, in respect of the land and building or buildings situate at Warner Beach, local authority of Kingsburg of which section the floor area, according to the said section plan, is 17 (seventeen) square metres in extent.

Postal address: Flat 12, Villa Del Sol 5/7 Sykes Road, Kingsburgh.

The property consists of:

A flat with brick and tile, two bedrooms, toilet, bathroom, lounge, kitchen, fitted cupboards, fully fenced.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2.1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the Auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the sale, to be approved by the Plaintiff's attorneys.

2.2. The purchaser shall be liable for payment of interest at the rate of 16,25% (sixteen comma two five per cent) per annum to the Plaintiff and at the prescribed rate of interest to any other preferantial 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, Durban South.

Dated at Durban, 1993.

Meumann & White, Plantiff's Attorney, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/005116.)

Saak 2800/89

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen KwaZulu Finance & Investment Corporation Ltd, Eksekusieskuldeiser, en **Ntsiki Irene Zwane,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 11 Junie 1993, sal die onder vermelde eiendom om 10:00 op 11 Augustus 1993, in die voorkamer van die Landdroshof, Newcastle geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit F2230, 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 28ste dag van Junie 1993.

G. P. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 773/93

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen KwaZulu Finance & Investment Corporation Ltd, Eksekusieskuldeiser, en **Thokozile Annie Hadebe,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 16 Maart 1993, sal die onder vermelde eiendom om 10:00 op 11 Augustus 1993, in die voorkamer van die Landdroshof, Newcastle geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit K196, Madadeni (Ekyokeni), 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 28ste dag van Junie 1993.

G. P. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak 5058/91

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen KwaZulu Finance & Investment Corporation Ltd, Eksekusieskuldeiser, en **Themba Tshepo Dumisani Mdlalose,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 11 Junie 1993, sal die onder vermelde eiendom om 10:00 op 11 Augustus 1993, in die voorkamer van die Landdroshof, Newcastle geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Site D5900, 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 25ste dag van Junie 1993.

G. P. Steyn, vir De Jager, Kloppers & Steyn, Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case 1315/92

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

In the matter between **Standard Bank of South Africa Ltd** (Standard Credit Corporation Division, Stannic), Plaintiff, and **Hoosen Ismail Bux,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Pietermaritzburg dated 30 September 1992, the following property will be sold in execution on 13 August 1993 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 365 (of 234) of the farm Belfort Estate 14040, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 422 square metres, held under Deed of Transfer T2842/89.

The postal address of the property is 6 Samana Road, Samanaville, Pietermaritzburg. Improvements on the property consist of a dwelling-house.

Nothing is guaranteed in these respects.

1. The property shall be sold to the highest bidder and subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and the title deeds, in so far as these are applicable.

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash together with the selling commission immediately after the sale and the balance shall be paid or secured by a satisfactory bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court within ten (10) days of the date of sale.

3. Transfer shall be effected by the Plaintiff's conveyancers and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates, taxes and other charges necessary to effect transfer upon request by the said conveyancers.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 18th day of June 1993.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, Sixth Floor, Symons Centre, 341 Church Street, Pietermaritzburg. (LRM/lv/S.541.)

Case 43068/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Ramalingum Pillay,** First Defendant, and **Angeli Devi Pillay,** Second Defendant

In pursuance of a judgment granted on 28 January 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 6 August 1993 at 10:00, at the front entrance to the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam:

Description: Lot 248, Hillgrove, situated in the City of Durban, Administrative District of Natal, in extent four hundred and four (404) square metres.

Address: 18 Clearhill Close, Hillgrove, Newlands West.

Improvements: Brick under tile dwelling comprising two bedrooms, lounge, kitchen, toilet and bathroom.

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

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected in front of the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Jackson & Ameen, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/SN/05N011318.)

Case 4306/92

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 Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam:

Description: 1. (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 Area 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 registered.

Postal 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 bathroom.

Town-planning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

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

(b) The property shall be sold without reserve to the highest bidder.

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

(b) The purchaser shall be liable for payment of interest at the rate of 16,75% (sixteen comma seven five per cent) per annum, to the Execution Creditor of the respective amount of the award in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected in front of the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Jackson & Ameen, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/SN/05N011369.)

Case 3375/92

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

In the matter between **United Bank,** a Division of ABSA Bank Ltd, Execution Creditor, and **Lance Vincent Nel,** Execution Debtor

In pursuance of a judgment granted on 25 May 1992 in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 13 August 1993 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being Subdivision 8 of Lot 2349, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 1 145 (one thousand one hundred and forty-five) square metres.

Postal address: 71 Kemp Place, Northdene.

Improvements: Brick under tile dwelling consisting of entrance-hall, lounge, dining-room, kitchen, two bedrooms, bathroom and toilet, carport.

Town-planning: Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrates' Courts Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Pinetown, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. 001792/Mrs Chelin.)

Case 39746/91

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

In the matter between **Natal Building Society,** Execution Creditor, and **A. R. Sewjuggath,** First Execution Debtor, and **R. Sewjuggath,** Second Execution Debtor

In the pursuance of a judgment granted on 31 October 1991, in the Magistrate's Court for the District of Durban, held at Durban and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on Thursday, 12 August 1993, at 10:00 in front of the Magistrate's Court, Somtseu Road Entrance, Durban:

Description: A certain piece of land being Lot 4494, Isipingo (Extension 39), situated in the Borough of Isipingo and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent one hundred and forty-nine (149) square metres.

Street address: 48 Silvergull Drive, Lotus Park, Isipingo.

Improvements: Brick and tile double storey house consisting of two bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

Zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash or by a bank-guaranteed cheque at the time of sale, and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys to be furnished to the Messenger of the Court within 14 days after the sale.

3. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of twenty per cent (20%) per annum, on the amount of the award to the Execution Creditor in the plan of distribution as from the date of sale to the date of transfer, both days inclusive.

The full conditions of sale may be inspected at:

(a) The office of Sheriff of the Magistrate's Court, Durban South, 101 Lejaton Building, 40 St George's Street, Durban; and

(b) The offices of Barkers, 16th Floor, Nedbank Centre, Durban Club Place, Durban.

This dated and signed at Durban this 9th day of June 1993.

Barkers, Plaintiff's Attorneys, 16th Floor, Nedbank Centre, Durban Club Place, Durban. (Ref. Mr J. G. Gilding/mb.)

Case 810/92

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Themba David Mncwabe,** First Defendant, and **Sibongile Margaret Dube,** Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Pietermaritzburg, held at Pietermaritzburg, Natal, the following immovable property belonging to the above-named Defendants, will be sold in execution on 13 August 1993 at 11:00, at the Sheriff's Salesroom at 5 Bishop Street, behind Masonic Lodge, Camperdown, Natal, to the highest bidder for cash, without reserve:

Ownership Unit B1249, Mpumalanga, situated in the Township of Mpumalanga, District of Pietermaritzburg, Natal, in extent 325 (three hundred and twenty-five) square metres, held under deed of grant in respect of Ownership Unit for residential purposes 3222/176.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit B1249, Mpumalanga, situated in the Township of Mpumalanga, District of Pietermaritz, Natal.

2. The property has been improved by the construction thereon of a dwelling and usual outbuildings.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 29th day of June 1993.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref: PRJD/jh/K053.)

Case 1143/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Mr Vurden Chetty,** First Defendant, and **Mrs Anjalai Chetty,** Second Defendant

In pursuance of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division, on 22 April 1993 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 13 August 1993, at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, 3610, namely:

Lot 9500, Pinetown (Extension 85), situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent eight hundred and two (802) square metres, which property is physically situated at 31 Fern Avenue, Pinetown, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T8902/92.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet, shower and toilet and patio.

Zoning: The property is zoned for special residential one purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18% (eighteen per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban on this 2nd day of July 1993.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U045/012088/Mrs Chelin.)

Case 17134/93

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

In the matter between **Absa Bank Ltd,** Execution Creditor, and **Miss Brenda Kathleen Potter,** Execution Debtor

In pursuance of a judgment granted on 5 May 1993, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 10 August 1993 at 14:00, in front of the Magistrate's Court, Durban, to the highest bidder:

Description: A certain piece of unit being:

(a) Section 42 as shown and more fully described on Sectional Plan SS, 19/1983, in the building or buildings known as Cato Heights situated at Durban, Magisterial District of Durban, of which the floor area, according to the said sectional plan is 66 (sixty-six) square metres in extent; and

(b) an undived share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section.

Postal address: 123 Cato Heights, 57 Cato Street, Durban.

Improvements: Sectional title unit consisting of entrance-hall, lounge, kitchen, bathroom and toilet, bedroom and two balconies.

Town-planning: Zoning: General Business.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrates' Courts Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, or at our offices.

Dated at Durban this 1st day of July 1993.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/DOCEX 71. [Tel. (031) 304-7614/5.] (Ref. CMK/072/015065/Mrs Chetty.)

Case 13597/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Pius Siphiwe Mchunu,** Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 2 July 1993 the following immovable property will be sold in execution on Friday, 13 August 1993 at 11:00, at the Sheriff's sale room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 43 (of 3) of the farm Bellevue 14681, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand one hundred and six (1 106) square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situate at 8 Beacon Road, Hayfields, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and tile comprising four bedrooms, two bathrooms, shower, two w.c.'s, lounge, dining-room, kitchen, scullery and family room. Outbuildings comprise two garages and w.c.

Material condition of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interest parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 9th day of July 1993.

R. A. J. P. Dawson, for Leslie Simon Pretorius & Dawson, Attorneys for Plaintiff, Johnson House, 19 Theatre Lane, Pietermaritzburg, 3201.

Case 1041/93

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 **Petian Investments (Pty) Ltd,** Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 5 April 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 976, Ramsgate, situate in the Ramsgate Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 913 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Lot 976, Ramsgate.

Upon the property is a dwelling under brick and tile consisting of front building, three offices, toilet and washbasin. Main building (house) open plan kitchen, lounge, two bedrooms and bathroom. Outbuildings: Garage and servants' quarters.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 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 Riverwiew Road, Sunwich Port, Natal, and interest parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 7th day of July 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 1977/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZITO HELD AT SCOTTBURGH

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and **Frederick Jacob Ford,** First Execution Debtor, and **Martha Ford,** Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Scottburgh dated 18 February 1993, the following immovable property will be sold in execution on 13 August 1993 at 10:00, at the main entrance to the Magistrate's Court, Scott Street, Scottburgh, to the highest bidder:

Section 1, as shown and more fully described on Sectional Plan SS 277/1987, in the scheme known as Club Med, in respect of the land and building or buildings situate at Hibberdene, Hibberdene Town Board Area of which the floor area, according to the said section plan is 59 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is situated at Section 1, Club Med, Hibberdene.

Upon the property is a brick under asbestos unit consisting of a open plan kitchen, dining-room and lounge combined. Small court yard with braai, bathroom, shower, toilet and hand wash basin, two bedrooms with built in cupboards, bedroom separate with bathroom incomplete with bath, basin and toilet. Glazed tiles throughout. This unit is adjacent to the swimming-pool.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Scottburgh, 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, 1 Savell Place, Scottburgh South, Natal, and interest parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 6th day of July 1993.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate and/or 130 Scott Street, Scottburgh.

Case 446/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Athamanand Maharaj,** Plaintiff, and **S. A. Finance (Pty) Ltd,** Defendant

In pursuance of a judgment granted in the above Honourable Court on 22 February 1993, and the warrant of execution issued thereafter the immovable property described hereunder shall be sold in execution on 6 August 1993 at 11:00, and is to take place at the Sheriff's sales room, 5 Bishop Street, behind Masonic Lodge, Camperdown, to the highest bidder:

Description of property: Remainder of Subdivision 370 (of 34) of the farm Vaalkop and Dadelfontein 885, situate in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent two comma six one eight four (2,6184) hectares, held by Deed of Transfer T33170/1988. The property is a piece of vacant land. Nothing is guaranteed in this regard.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Acting Sheriff of the Supreme Court, Camperdown, within fourteen (14) 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 purchaser shall be liable for interest at the rate of 20% (twenty per cent) per annum from 1 July 1990, to date of payment, both days inclusive, to the Execution Creditor.

5. The full conditions of sale may be inspected at the offices of the Acting Sheriff of the Supreme Court at 5 Bishop Street, behind Masonic Lodge, Camperdown.

Dated at Durban this 23rd day of June 1993.

J. P. Maharaj & Co., Plaintiff's Attorneys, 61 KMS House, 173 Grey Street, Durban. (Ref. JPM/BP/M644.)

Case 749/93

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 **Nyanapergasam Ricky Chetty,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 6 August 1993 at 10:00:

Description: Lot 1106, Forest Haven, situated in the City of Durban, Administrative District of Natal, in extent 271 (two hundred and seventy-one) square metres, held under Deed of Transfer T27364/90.

Physical address: 210 Cane Haven Drive, Forest Haven, Unit 21, Phoenix, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising: *Downstairs:* Open plan kitchen, dining-room, lounge, TV-room and toilet. *Upstairs:* Toilet, bathroom, four bedrooms and balcony. There are no outbuildings.

Nothing in this regard is guaranteed.

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

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Acting Sheriff of the Supreme Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, Natal.

Dated at Durban this 6th day of July 1993.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.6338/slm.)

Case 4300/93

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

In the matter between **ABSA Bank Ltd,** Execution Creditor, and **Glen Alfred Moore,** First Execution Debtor, and **Mrs Jennifer Anne Moore,** Second Execution Debtor

In pursuance of judgment granted on 9 March 1993, in the Durban Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 19 August 1993 at 10:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Subdivision 8 of Lot 121, Sea View, situated in the City of Durban, Administrative District of Natal, measuring 1 019 (one thousand and nineteen) square metres.

Postal address: 9 Louch Place, Bellair, Durban, 4094.

Improvements: Brick under tile dwelling consisting of entrance-hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, patio, swimming-pool, staff room, garage, toilet and shower.

Town-planning zoning: Special Residential 650.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Materal conditions:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more that one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, or at our offices.

Dated at Durban this 5th day of July 1993.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, P.O. Box 714, Durban, 4001. [Tel. (031) 304-7614/5.] (Ref. CMK/045/012886/Mrs Chetty.) Docex 71.

Case 4124/93

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Agnes Mannie Puckree,** 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 Sheriff's Office, Mountview Shopping Centre, Indanda Road, Verulam:

Description: Lot 3880, Tongaat (Extension 29), situated in the Township of Tongaat, Administrative District of Natal, in extent three hundred and eighty-nine (389) square metres.

Address: 133 Saunders Circle, Belvedere, Tongaat.

Improvements: Brick under concrete incomplete dwelling comprising of four bedrooms, bedroom with en suite, kitchen, dining-room, toilet and bathroom and water facilities.

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 in front of the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/SN/05N011368.)

Case 3210/92

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

In the matter between **Standard Bank of South Africa Ltd** (Standard Credit Corporation), Plaintiff, and **Adam Khan,** Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a warrant of execution dated 18 March 1993, the undermentioned property will be sold in execution on 18 August 1993 at 10:00, at the front entrance of the Magistrate's Court, namely:

Portion 4 of Lot 1116, Newcastle.

The property is improved but nothing is guaranteed. The conditions of the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash, but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys.

2. The purchaser shall pay a deposit of 20% (twenty 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 the rate of 18,5% (eighteen comma five per cent) per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee, approved by the Execution Creditor's attorneys and to be furnished within 14 days after the date of sale.

Dated at Newcastle on this 7th day of July 1993.

Hopkins & Southey, Office 12, Upper Ground Floor, S.A. Perm Arcade, 58 Scott Street, P.O. Box 3108, Newcastle, 2940.

Case 13935/93

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

In the matter between **Eastern Province Building Society,** Execution Creditor, and **Mahilal Ramachul,** First Execution Debtor, and **Dhanthira Ramachul,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Durban, dated 7 April 1993, and 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 Sheriff's offices at 2 Mountview Shopping Centre, corner of Jacaranda and Inanda Roads, Verulam, to the highest bidder:

Description: Lot 1232, Tongaat Extension 13, situated in the area of the Tongaat Town Board and in the North Coast Regional Water Services Aea, Administrative District of Natal, in extent 1 014 square metres and Lot 1233, Tongaat Extension 13, situated in the area of the Tongaat Town Board and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent 1 023 square metres, and held under Deed of Transfer T10562/1986.

Postal address: 51 End Street, Desaigner, Tongaat.

Improvements (but nothing is guaranteed in respect thereof):

A brick under tile dwelling consisting of a lounge, dining-room, study, five bedrooms, three bathrooms, three toilets, shower, kitchen, laundry, double guest suite with bathroom and toilet, double garage, servants' quarters with one bathroom/toilet and fencing is brick.

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. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent), plus VAT (14%) of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within twenty-one (21) days after the date of the sale.

4. The purchaser shall be liable for payment of interest at the rate of 17,15% (seventeen comma one five) per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys of the Execution Creditor and the purchaser shall pay transfer costs including arrear and current levy and mortgage bond instalments, sewerage connection fees (if any), taxes and other charges necessary to effect transfer, upon request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 5th day of July 1993.

N. J. MacRitchie, for Norman MacRitchie & Craig Buck, Judgment Creditor's Attorneys, 1501 Metal Industries House, Ordnance Road, Durban. (Ref. N. J. MacRitchie/jst/ZE0052/2.)

Case 2119/91

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

In the matter between **KwaZulu Finance & Investment Corporation Ltd,** Plaintiff, and **Fanizana Samson Myeza,** First Defendant, and **Vikinduku Zephania Shabalala,** Second Defendant

In pursuance of judgment granted on 28 July 1992, in the Umlazi Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 18 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 Z472, in extent 327 square metres, situated in the Township of Umlazi, represented and described on General Plan PB112/1979, held by virtue of Deed of Grant G005768/88.

Physical address: Ownership Unit Z472, Umlazi Township.

The property has been improved by the erection of a dwelling-house thereon, consisting of a single storey brick and asbestos dwelling (54 m^2) comprising of a kitchen, lounge, two 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 23% (twenty-three per cent) per annum to the Plaintiff from the date of sale to date of payment of the balance of the purchase price.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, Value-Added Tax, current rates taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. Vacant occupation and possession of the property is not guaranteed.

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

Dated at Durban on this the 8th day of July 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z78737/35.)

Case 2462/93

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), trading as United Bank, Plaintiff, and **Selwyn Padhmaseelan Murugan,** First Defendant, and **Kasturi Murugan,** Second Defendant

In pursuance of a judgment granted on 3 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 13 August 1993 at 10:00, at the front entrance of the Sheriff's Office, Mountainview Shopping Centre, Inanda Road, Verulam:

Description: Lot 354, Stanmore, situated in the City of Duban, Administrative District of Natal, in extent four hundred and seventh-seven (477) square metres.

Street address: 4 Closemore Crescent, Stanmore, Phoenix.

Improvements: Block under tile semi-detached flat, comprising of three bedrooms, lounge, kitchen, toilet, bathroom and precast fencing, light and water facilities.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent 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, at 2 Mountainview Shopping Centre, Inanda Road, Verulam.

Dated at Durban this 9th day of July 1993.

A. J. McNabb, Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Z13219.)

Case 22052/93

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 **Mahthee Hassan Syed,** First Execution Debtor, and **Rookaya Bee Bee Syed,** Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 21 May 1993, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 August 1993 at 14:00, in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Property description: Remainder of Lot 475, Durban North, situated in the City of Durban, Administrative District of Natal, in extent 392 (three hundred and ninety-two) square metres.

Postal address: 260 Sea Cow Lake Road, Sea Cow Lake, Durban.

Improvements: Dwelling consisting of brick and tile comprising kitchen, TV room, lounge and dining-room, two bedrooms (main-en-suite shower, toilet and washbasin), toilet, bathroom, washbasin and toilet, a shower fitting, two double lock-up garages and store-room. Verandah and storeroom downstairs.

The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 18% (eighteen per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 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 8th day of July 1993.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/S283.)

Case 6448/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **Nedbank Ltd** (also known as Nedperm Bank Ltd 51/00009/06), Plaintiff, and **Karthikesan Asoka Vaithilingam,** Defendant

In pursuance of a judgment granted on 4 August 1990 in the Supreme Court, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 6 August 1993 at 10:00 at the front entrance of the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam:

Description of property: Lot 1220, Tongaat (Extension 13), situated in the Township of Tongaat and in the North Coast Regional Water Services Area, Administrative District of Natal, in extent one thousand and eighty-one (1 081) square metres, consisting of double storey brick under tile house which is fully fenced with blocks, with hot and cold water consisting of swimming-pool and paved yard.

Downstairs: Garage, open plan kitchen, laundry, TV-room, verandah in front of house, verandah at back of house, dining-room, lounge, bedroom with en suite and guest toilet.

Upstairs: Bedroom with en suite, two bedrooms adjoining en suite and study.

Postal address: 25 View Street, Desalnager, Tongaat.

Zoning: Residential area.

Nothing in the above is guaranteed:

1.1 The sale shall be subject to the terms and conditions of the Supreme Courts Act and 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 acting Sheriff of the Supreme Court at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 1st day of July 1993.

Zubeda K. Seedat & Co., Plaintiff's Attorney, Suite 52, KMS House, 173 Grey Street, Durban. (Ref. VP/VG/N378.)

Case 6612/91

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

In the matter between **Nedperm Bank Ltd,** Execution Creditor, and, **Perumal Govender,** First Execution Debtor, and **Muniamma Govender,** Second Execution Debtor

In pursuance of a judgment granted on 10 January 1992 in the Magistrate's Court for the District of Chatsworth, held at Chatsworth, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 10 August 1993 at 10:00, in front of the Magistrate's Court Building, Chatsworth:

Description: Subdivision 5031 of 4870 of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent three hundred and nine (309) square metres held under Deed of Transfer T15615/89.

Street address: 98 Silvermount Circle, Moorton, Chatsworth.

Improvements: Semi-detached block under asbestos roof dwelling consisting of three bedrooms, lounge, dining-room, kitchen, toilet and bathroom.

Outbuilding: Garage, two rooms, toilet and bathroom.

Zoning: General Residential (nothing guaranteed):

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 22% (twenty-two per cent) per annum to the bondholder, Nedcor Bank Ltd (formerly Nedperm Bank Ltd), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court Chatsworth, 12 Oak Avenue, Kharwastan.

Dated at Durban this 8th day of July 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecosts.)

Case 882/93

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

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and, **Harilall Gajraj,** First Execution Debtor, and **Gawarie Gajraj,** Second Execution Debtor

In pursuance of a judgment granted on 5 April 1993 in the Magistrate's Court for the District of Chatsworth, held at Chatsworth, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 10 August 1993 at 10:00, in front of the Magistrate's Court Building, Chatsworth:

Description: Subdivision 7873 (of Subdivision 7851) of Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent two hundred and nine (209) square metres held under Deed of Transfer T15151/87.

Street address: 114 Lemuria Grove, Arena Park, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling consisting of two bedrooms, lounge, kitchen, toilet and bathroom.

Outbuilding: Garage, two rooms, toilet and bathroom.

Zoning: General residential (nothing guaranteed):

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum to the bondholder, Nedcor Bank Ltd (formerly Nedperm Bank Ltd), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court Chatsworth, 12 Oak Avenue, Kharwastan.

Dated at Durban this 8th day of July 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecosts.)

Case 881/93

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

In the matter between **Nedcor Bank Ltd,** Execution Creditor, and **Narasimulu Naidoo,** First Execution Debtor, and **Pamela Naidoo,** Second Execution Debtor

In pursuance of a judgment granted on 5 April 1993 in the Magistrate's Court for the District of Chatsworth, held at Chatsworth, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Tuesday, 10 August 1993 at 10:00, in front of the Magistrate's Court Building, Chatsworth:

Description: Lot 891, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent one thousand and nineteen (1 019) square metres held under Deed of Transfer T2643/89.

Street address: 17 Fiesta Road, Silverglen, Chatsworth.

Improvements: Double storey face brick tile roof dwelling consisting of:

Upper floor: Four bedrooms (two en suite), lounge, kitchen, toilet/bathroom, dining-room, entrance-hall, courtyard and balcony.

Lower level: Six bedrooms (en suite), lounge, two kitchens, toilet and bathroom.

Basement: Bedroom, toilet/bathroom and lounge.

Outbuilding: Double garage.

Property fenced.

Zoning: General Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 18,75% (eighteen comma seven five per cent) per annum to the bondholder, Nedcor Bank Ltd (formerly Nedperm Bank Ltd), on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court Chatsworth, 12 Oak Avenue, Kharwastan.

Dated at Durban this 8th day of July 1993.

Livingston Leandy Inc., Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecosts.)

Case 33455/92

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 **Registone Roy Mbongwe,** Defendant

In pursuance of a judgment granted on 12 November 1992 in the Court of the Magistrate, Durban, and under a writ of execution issued thereunder and served on 23 February 1993, the immovable property listed hereunder shall be sold in executidon to the highest bidder on 13 August 1993 at 10:00, on the east facing steps of the Magistrate's Court, Umbumbulu:

Description: Subdivision 10 of the farm Lot 2, Amanzimtoti Mission Reserve No. 3385, Administrative District of Natal, in extent three hundred and fifty (350) square metres.

Postal address: Subdivision 10 of Lot 2, Amanzimtoti Mission Reserve.

The property consist of a large shop. All interested buyers to call at the Messenger's office on 13 August 1993 on 09:00, when he will point out the shop which is about 15 kilometres from Umbumbulu. The sale will then take place as east facing steps of Umbumbulu Magistrate's Court at 10:00, or so soon thereafter, once all prospective buyers have returned from their inspection of the property due to be sold at the execution.

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 21% (twenty-one 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 on this the 9th day of July 1993.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms H. Meumann/m/010310.)

Case 20504/91

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

In the matter between **V E Howes,** trading as Tar Estates, Execution Creditor, and **Krishna Pillay,** Execution Debtor

In pursuance of a judgment granted on 20 April 1993 in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property listed under, will be sold in execution on Thursday, 12 August 1993 at 10:00, at the front entrance to the Magistrate's Court Building, Somtseu Road, Durban, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Durban South, at the time of the sale:

Description: Lot 2551, Isipingo (Extension 19), situated in the Borough of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent eight hundred and thirty-six (836) square metres.

Improvements: Single-storey house with plastered brick walls consisting of three bedrooms (main en suite), toilet, bathroom, carpeted lounge, carpeted dining-room and kitchen.

Residential address: 18 Barracuda Drive, Isipingo, Natal.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court, 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 cent) 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 Court, Durban South, 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 cent) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban South.

Dated at Durban on this 13th day of July 1993.

E. R. Browne & Sons, Execution Creditor's Attorneys, 73 Musgrave Road, Durban. (DX 28.) (Tel. 202-7122.) (Ref. Mr Turner/lt/T25-15.)

Case 571/93

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

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Sibongile Christine Zulu,** Defendant

In pursuance of a judgment granted on 12 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 11 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 914, in the Township of Umlazi Unit 7, District of Umlazi, in extent 329,5 square metres, represented and described on General Plan BA7/1967, held under Deed of Grant 2374/52, signed at Pretoria on 28 August 1978.

Physical address: G 914, Umlazi.

Improvements: Single storey brick under asbestos dwelling comprising bedroom, bathroom, kitchen and dining-room (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Conditions:

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

2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash or by bank-guranteed 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, Umlazi or at the offices of Strauss Daly Inc.

Dated at Durban this 13th day of July 1993.

Melanie Stockl, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. Mrs D. Varty/Z13847/nvh.)

Case 8715/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Mtholeni Cele,** Defendant

In pursuance of a judgment granted 14 October 1992, in the Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 13 August 1993 at 10:00, in front of the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: Ownership Unit 590, situated in the Township of Ntuzuma-F, District County of Victoria, in extent 365 (three hundred and sixty-five) square metres, represented and described on General Plan PB419/78, held by virtue of Deed of Grant 5575/254.

Physical address: Unit F590, Ntuzuma.

Improvements: Single-storey brick under asbestos dwelling, comprising two bedrooms, bathroom and toilet, kitchen and lounge.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the 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 proved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 19,25% (nineteen comma two five per cent) per annum to the Plaintiff from 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 may be inspected at the office of the Sheriff, Verulam, or at the offices of Strauss Daly Inc.

Dated at Durban this 9th day of July 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. D. Varty/Z08665/oe.)

Case 604/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **Nedcor Bank Ltd,** Plaintiff, and **Dumisani Richard Langa,** Defendant

In pursuance of a judgment granted 22 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 13 August 1993 at 10:00, in front of the Sheriff's Office, Mount View Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: Ownership Unit 519, situated in the Township of Inanda Newtown-C, District of Verulam, in extent 440 (four hundred and forty) square metres, represented and described on General Plan PB268/81, held under Deed of Grant 2597/85, and signed at Pretoria on 15 July 1985.

Physical address: C519 Inanda-Newtown.

Improvements: Single-storey brick under asbestos dwelling, comprising two bedrooms, bathroom and toilet, kitchen and lounge.

The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

1. The sale shall be subject to the terms and conditions of the 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 proved by the Plaintiff's attorneys to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate of 18,75% (eighteen comma seven five per cent) per annum to the Plaintiff from 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 may be inspected at the office of the Sheriff, Verulam, or at the offices of Strauss Daly Inc.

Dated at Durban this 9th day of July 1993.

Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban, 4001. (Ref. D. Varty/Z12104/nvh.)

Case 5135/93

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

In the matter between **Mr V. & Mrs M. Eswardat,** Plaintiff, and **Mohamed Ismail Abdulla,** Defendant

In pursuance of a judgment in the above Court, and writ of execution dated June 1993, the immovable property listed hereunder will be sold in execution on Friday, 13 August 1993 at 11:00, by the Sheriff for the Magistrate's Court of Pietermaritzburg, at the Sheriff's Sale Room, 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 142 of the farm Newholme 14357, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 453 (four hundred and fifty-three) square metres, situated at 47 Berea Crescent, Newholmes, Pietermaritzburg, held by Defendant under Deed of Transfer T13419/86.

The following information is given about the immovable property but is not guaranteed:

Zoning: Residential.

Improvements: Dwelling and outbuildings.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermartizburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg on the 12th day of July 1993.

Venn Nemeth & Hart, Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. GSV/10E0633/93.)

Saak 19878/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA Bank Bpk.,** Eiser, en **Bruce Nicolaas Lewis,** Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 5 Januarie 1993 en 'n lasbrief vir eksekusie, word die volgende eiendom in eksekusie verkoop op 11 Augustus 1993 om 11:00, by die Landdroskantoor, Kerkstraat, Vryheid, aan die hoogste bieder:

(a) Onderverdeling 2 van Dwaalhoek 105, geleë in die administratiewe distrik van Vryheid, groot 764,8742 (sewe ses vier komma agt sewe vier twee) vierkante meter, gehou kragtens Akte van Transport T9402/88.

(b) Onderverdeling 1 van Dwaalhoek 105, geleë in die administratiewe distrik van Vryheid, groot 764,8742 (sewe ses vier komma agt sewe vier twee) vierkante meter, gehou kragtens Akte van Transport T9402/88.

Verbeterings: Geen geboue of buitegeboue, behalwe swart krale.

Ons waarborg geen verbeterings wat op die eiendom aangebring is.

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, Vryheid, onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Balju, Landdrosstraat 153, Vryheid.

Geteken te Pretoria op hierdie 14de dag van Julie 1993.

Tim Du toit & Kie. Ing., Prokureurs namens die Eiser, Volkskassentrum, 19de Verdieping, Strijdomplein, Pretoria. (Verw. mnr. Lohse/PTB.)

Case 2614/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **United Bank Ltd,** Plaintiff, and **P. Maguire,** Defendant

In pursuance of a judgment granted on 14 August 1992 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 12 August 1993 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 6578, Richards Bay Extension 17, situated in the Borough of Richards Bay, Administrative District of Natal, in extent measuring 1 000 (one thousand) square metres.

1. (b) *Street address:* 5 Giraffe View, Wildenweide, Richards Bay.

1. (c) *Improvements* (not warranted to be correct): Brick under tile single-storey dwelling consisting of kitchen, lounge, three bedrooms with built-in cupboards, toilet, bathroom, carpeted and fenced on one side.

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 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 12th day of July 1993.

Schreiber Smith, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. 09/U2616/92.)

Case 43807/91

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

In the matter between **Natal Building Society Ltd,** Execution Creditor, and **Theeralingham Moonsamy,** First Execution Debtor, and **Meenachie Moonsamy,** Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, Durban, and writ of execution dated 23 October 1991, the immovable property listed hereunder will be sold in execution on 13 August 1993 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description:

1. Subdivision 8 of Lot 4632, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 1 761 (one thousand seven hundred and sixty-one) square metres.

The immovable property is situated at Plumstead Crescent, Reservoir Hills.

2. Subdivision 47 of Lot 4632, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 959 (nine hundred and fifty-nine) square metres.

The immovable property is situated at Plumstead Crescent, Reservoir Hills.

3. Subdivision 5 of Lot 4700, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 2 977 (two thousand nine hundred and seventy-seven) square metres.

The immovable property is situated at Plumstead Crescent, Reservoir Hills.

Zoning: Special residential.

Improvements: Vacant land.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed.

Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser;

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown. (Tel. 72-5211.) (Ref. S. C. Holliday/cg/kv.)

Dated at Durban this 9th day of July 1993.

P. E. Price, for Chapman Dyer Miles & Moorhead Inc., Attorneys for Execution Creditor, Fourth Floor, NBS Building, 300 Smith Street, Durban. (Tel. 304-2511.) (Ref. PEP BAP 10 N 355/91.) (PEP397.FCL.)

Case 50896/92

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

In the matter between **NBS Bank Ltd,** Plaintiff, and **Karnawathi Balkishun,** First Defendant, **Jaidebi Balkishun,** Second Defendant, **Sooriadebi Balkishun,** Third Defendant, **Jayanth Kumar Balkishun,** Fourth Defendant, and **Arthie Balkishun,** Fifth Defendant

In pursuance of a judgment granted on 13 January 1993 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 12 August 1993 at 10:00, at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Description: Lot 566, Isipingo, situated in the Borough of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2 865 (two thousand eight hundred and sixty-five) square metres.

Address: 3/7 Old Main Road, Isipingo.

Improvements: Shopping complex, concrete roof with aluminium sheets, consisting of 10 shops, six downstairs, four upstairs, six toilets upstairs and four downstairs.

1. (a) The sale shall be subject to the terms and conditions of the Magistrate's 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, Somtseu Road, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/SN/05N011361.)

Case 11493/93

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

In the matter between **ABSA Bank Ltd,** Execution Creditor, and **Jutsun (Pty) Ltd** (No. 89/01863/07), and **Mrs Selverranie Pillay,** Execution Debtors

In pursuance of a judgment granted on 26 April 1993, 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, 24 August 1993 at 14:00, in front of the Magistrate's Court, Somsteu Road, Durban, to the highest bidder:

Description: A certain piece of land being: Remainder of Subdivision 2 of Lot 3029, Durban, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and seventeen (717) square metres, now known as remainder of Subdivision 2 of Lot 3029, Durban, situated in the City of Durban, Administrative District of Natal, in extent seven hundred and seventeen (717) square metres, inclusive of and subject to the servitude of a half width of a road nine comma one four (9,14) metres wide and whole width of right of way one comma eight three (1,83) metres wide.

Postal address: 592 Musgrave Road, Berea, Durban, 4001.

Improvements: Detached double-storey brick under tile dwelling consisting of entrance-hall, lounge, dining-room, family room, kitchen, scullery, pantry, three bedrooms, bathroom and toilet, two toilets, two staff rooms, toilet and shower, two garages, patio and swimming-pool.

Town-planning: Zoning: Special residential 900. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court, Sheriff, within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may by inspected at the offices of the Sheriff for the Magistrate's Court, Somsteu Road, Durban, or at our offices.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. CMK/U072/014109/Mrs Chelin.)

Case 48162/91

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

In the matter between **ABSA Bank Ltd** (trading as Trust Bank), Execution Creditor, and **Sivanandhan Muthusamy Govender,** and **Abysius Anbanathan Ganesh,** Execution Debtors

In pursuance of a judgment granted on 6 November 1991, in the Court of the Magistrate, Inanda, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 6 August 1993 at 10:00, in front of the Sheriff's Office, Mountview Shopping Centre, Inanda Road, Verulam, to the highest bidder:

Description: A certain piece of land being: Lot 181, Southgate, situated in the City of Durban, Administrative District of Natal, in extent three hundred and thirty-six (336) square metres.

Postal address: 43 Aldergate, Southgate, Phoenix, 4051.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom, water and light facilities. Although nothing in this regard is guaranteed.

Town-planning: Zoning: Residential. Special previleges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of transfer.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Court, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Verulam, or at our offices.

Brivik & Associates, Plaintiff's Attorneys, Fifth and Sixth Floors, Morningside Chambers, 510-512 Windermere Road, Morningside, Durban, 4001. (Tel. 23-2023.) (Ref. Mr Bassage/rp/T.419.)

ORANGE FREE STATE
ORANJE-VRYSTAAT

Case 6108/93

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Derrick McCutcheon,** First Defendant, and **Elizabeth-Anne McCutcheon,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 3 June 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 23 July 1993 at 11:00, at the Tulbach Street-entrance to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 3702, situate in the City and District of Welkom, measuring 884 square metres, held by the Defendants by virtue of Deed of Transfer T4748/91, known as 30 Cordelia Street, Bedelia, Welkom.

Improvements residential property with: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, servants' quarters, store, bathroom and toilet.

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevent section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 17th day of June 1993.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/ wh/UN63.)

Case 5782/93

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Selwyn Aubrey Murley,** First Defendant, and **Anna Maria Murley,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 3 June 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 23 July 1993 at 11:00, at the Tulbach Street-entrance to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 4984, situate in the City and District of Welkom, measuring 833 square metres, held by the Defendants by virtue of Deed of Transfer T11884/89, known as 28 D'Almeida Street, Dagbreek, Welkom.

Improvements residential property with: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, servants' quarters, garage, toilet and shower.

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the application provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 17th day of June 1993.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/wh/UN75.)

Case 5008/93

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

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Joseph Dube,** First Defendant, and **Mosonnawa Grace Dube,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted 25 May 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 23 July 1993 at 11:00, at the Tulbach Street-entrance to the Magistrate's Court, Welkom, namely certain:

Certain: Erf 159, situate in the City and District of Welkom, measuring 833 square metres, held by the Defendants by virtue of Deed of Transfer T19053/92, known as 15 Sluysken Street, Rheeders Park, Welkom.

Improvements Residential property with: Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, servants' quarters, garage and toilet with shower.

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 15th day of June 1993.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. M. C. Louw/ wh/UN72.)

Saak 4416/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Sentraalwes (Koöp) Bpk.,** Eiser, en **Gerhardus van Niekerk,** Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met/sonder voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die Landdroskantoor, Petrusburg, op Vrydag, 13 Augustus 1993 om 11:00, naamlik:

Die plaas Gannaboschdraai 943, geleë in die distrik Fauresmith, groot 85,6532 hektaar, ook bekend as Normandie.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie. Verbeterings bestaan uit:

'n Woonhuis met drie slaapkamers, twee woonkamers, een en 'n half badkamer, sitkamer, kantoor, kombuis, spens, dubbele motorhuis.

Staalstoor 10 × 15 meter, melkstal, vyf arbeiderhuise, vier boorgate en 'n sementdam.

Die eiendom is geleë 3km vanaf Petrusburg op die Koffiefonteinpad.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Adjunk-balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien (14) dae na die datum van verkoping aan die Adjunk-balju gelewer moet word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te Geluksfontein, Petrusburg, gedurende kantoorure.

D. J. Nortier, vir Naudes, Eiser se Prokureur, Trustfonteingebou, St. Andrewstraat, Posbus 153, Bloemfontein.

Adjunk-Balju vir die distrik Petrusburg, Posbus 120, Petrusburg, 9932. [Tel. (05282) 2212.]

Saak 8287/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Saambou Bank Bpk.,** Eksekusieskuldeiser, en **Mbulaleko John Kajane,** Eksekusieskuldenaar

Ingevolge 'n vonnis gedateer 3 Junie 1993 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 13 Augustus 1993 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere: Erf 18134, geleë in die dorpsgebied Mangaung, distrik Bloemfontein, groot 240 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL12705/90.

Verbeterings: Tweeslaapkamerwoonhuis met badkamer, sitkamer en kombuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 16de dag van Junie 1993.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 9056/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **E P Bouvereniging,** Eiser, en **Nomathokazi Victoria Mnyamane,** Verweerder

Uit kragte van'n vonnis van die Landdroshof vir die distrik Bloemfontein, gehou te Bloemfontein en kragtens 'n lasbrief vir eksekusie gedateer 14 Junie 1993, sal die volgende eiendom per publieke veiling vir kontant op 13 Augustus 1993 om 10:00, te die Landdroskantoor, Peetlaaningang, Bloemfontein, Oranje-Vrystaat, aan die hoogste bieër verkoop word:

Perseel 17446, geleë in die dorpsgebied Manguang, distrik Bloemfontein, groot 588 (vyfhonderd agt-en-tagtig) vierkante meter, aangedui op Algemene Plan L71/1988, gehou kragtens Transportakte 22669/1992.

Die eiendom bestaan onder andere uit die volgende:

Enkelverdieping steenhuis met twee slaapkamers, sitkamer, badkamer, aparte toilet, kombuis en volvloermatte.

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 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 Geregsbode binne sewe (7) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 18,5% (agttien komma vyf persent) per jaar op die koopsom bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook 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 geregsbode waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Geregsbode, Bloemfontein-Oos, Oranje-Vrystaat, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 2de dag van Julie 1993.

De B. Human, vir Symington & De Kok, Prokureur vir die Eiser, NBS-gebou, Elizabethstraat, Bloemfontein.

Saak 56/91

IN DIE LANDDROSHOF VIR DIE DISTRIK LINDLEY GEHOU TE PETRUS STEYN

In die saak tussen **Andries Mafule,** Eiser, en **Alina Nakedi,** Verweerder

Ingevolge 'n vonnis van en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop word op 10 Augustus 1993 om 11:00, by die kantoor van die Balju, Landdroshof, Petrus Steyn:

Eiendomsbeskrywing: Erf 746 en 747, Petrus Steyn, bekend as Good Hope Bottle Store, Mamafubedu, Petrus Steyn.

Verbeteringe: Winkels en gebruik as winkels, gehou kragtens Transportakte TA2234/1991.

Voorwaardes van die verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieër onderhewig aan die reg van preferente skuldeisers.

2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent), plus Balju kommissie op die dag van die verkoping. Die balans tesame met rente op die volle koopsom sal betaal of verseker word by wyse van 'n bank- of bouvereenigingwaarborg, betaalbaar teen registrasie van oordrag binne 21 (een-en-twintig) dae na die datum van die verkoping.

3. Die koper sal die oordragkoste asook munisipale belasting en heffings wat agterstallige belasting, heffings en regskoste op die skaal soos tussen prokureur en kliënt mag insluit, betaal asook die prokureurs- en baljukoste verbonde aan die verkoping.

4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van en waarborg word gegee ten aansien van die beskrywing van die eiendom nie.

5. Die verkoopvoorwaardes is ter insae by die kantoor van die Balju, Landdroshof, Petrus Steyn, vanaf die datum van hierdie kennisgewing.

Geteken te Vereeniging op die 5de dag van Julie 1993.

P. C. Langenhoven, vir Langenhoven Prokureurs, Jasmine Mansions, Senator Markslaan 28, Posbus 462, Vereeniging, 1930. [Tel. (016) 21-3710.] (Verw. PCL/KN.)

Saak 3809/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Allied Bouvereniging Bpk.,** Eiser, en **Meeklry Zithobile Sikweyiya,** Verweerder

Ten uitvoere van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), en kragtens 'n lasbrief tot uitwinning gedateer 19 April 1993, sal die volgende eiendom per publieke veiling vir kontant op Vrydag, 30 Julie 1993 om 10:00, te Peetlaan, Landdroshof, Bloemfontein, verkoop word aan die hoogste bieër, naamlik:

Sekere Erf 17775 (Bloemfontein-uitbreiding 121), geleë in die stad en distrik Bloemfontein, groot 961 vierkante meter, geleë te Koedoeweg 287, Fauna, Bloemfontein, ten opsigte van voormelde verbeterings word egter geen waarborg verstrek nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju van die Hooggeregshof betaal, onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne een-en-twintig (21) dae na die datum van verkoping aan die Balju van die Hooggeregshof gelewer word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die tien persent (10%) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae te die kantore van Rosendorff & Reitz Barry, St Andrewstraat 119, Tweede Verdieping, Presidentgebou, Bloemfontein.

Geteken te Bloemfontein op hierdie 21ste dag van Junie 1993.

P. Wille, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, St Andrewstraat 119, Tweede Verdieping, Presidentgebou, Bloemfontein.

Case 2009/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **ABSA Bank Ltd,** Plaintiff, and **Ferdinand Johannes Steyn,** First Defendant, and **Maria Magdalena Steyn,** Second Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 13 August 1993 at 10:00, on conditions to be read by the auctioneer at the time of the sale, of the following property of the Defendants to wit:

Certain Erf 22539 (Bloemfontein Extension 147), being 42 Kliphout Crescent, Flora, Bloemfontein, held by the Defendants in terms of Deed of Transfer T572/88 with improvements thereon.

Terms: The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: Three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and outside toilet.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 1st day of July 1993.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Case 2165/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between **Allied Building Society,** Plaintiff, and **Jacobus Johannes Swanepoel Naude,** Defendant

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at the Magistrate's Court, Peet Avenue, Bloemfontein, on Friday, 13 August 1993 at 10:00, on conditions to be read by the auctioneer at the time of the sale, of the following property of the Defendant to wit:

Certain Site 22, Bloemspruit, being 22 Rose Avenue, Bloemspruit, held by the Defendant in terms of Deed of Transfer T12206/90 with improvements thereon.

Terms: The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

Improvements: Three bedrooms, lounge, dining-room, kitchen, bathroom, toilet, garage, servant's room, outside store, outside garage, two concrete dams and windmill.

Conditions: The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein this 30th day of June 1993.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak 7555/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Bpk.,** Eksekusieskuldeiser, en **Mosimanegape Christopher Godfrey Tau** and **Pulane Vinolia Tau,** Eksekusieskuldenaars

Ingevolge 'n vonnis gedateer 7 Junie 1993, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 13 Augustus 1993 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 17244, geleë in die dorpsgebied Mangaung, distrik Bloemfontein, groot 511 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpagtoekenning TL4400/1992, Perseel 17244, Mangaung.

Verbeterings: Drieslaapkamerhuis met sit- en eetkamer, badkamer, toilet en kombuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18% (agtien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 23ste dag van Junie 1993.

J. H. Conradie, p.a. Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 1232/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Petrus Cornelius Nel,** Eerste Verweerder, en **Johanna Petronella Nel,** Tweede Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Odendaalsrus, en kragtens 'n lasbrief gedateer 21 Junie 1993, sal die volgende eiendom van die Verweerders per publieke veiling vir kontant op Vrydag, 13 Augustus 1993 om 10:00, voor die hoofingang tot die Landdroshof, Weeberstraat, Odendaalsrus, aan die hoogste bieër verkoop word, naamlik:

Erf 1128, geleë in die dorp Odendaalsrus (Ross Kent), distrik Odendaalsrus, groot 644 vierkante meter, gehou kragtens Akte van Transport T10086/91.

Die eiendom bestaan onder andere uit die volgende: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, stort, toilet, TV-kamer, motorhuis, bediendekamer en toilet.

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 veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser teen 18% (agtien persent) per jaar bereken vanaf datum van ondertekening hiervan tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook 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 waarborg geensins van enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Odendaalrus en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein, en/of Smit & Vermaak, Erasmusgebou, Kerkstraat, Odendaalsrus.

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

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir die Eiser, NBS-gebou, Elizabethstraat, Bloemfontein; p.a. Smit & Vermaak, Erasmusgebou, Kerkstraat, Odendaalsrus.

Case 3856/93

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

In the matter between **ABSA Bank Ltd,** PLaintiff, and **Nchabane Joubert Mokoena,** Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 26 April 1993, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 13 August 1993 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 6309, situated in Thabong, District of Welkom, measuring 247 square metres, held by the Defendant by virtue of Certificate of Registered Right of Leasehold TL505/91, known as Erf 6309, Thabong, Welkom.

Improvements: Lounge, kitchen, two bedrooms, bathroom and toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 The balance together with interest shall bepaid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payble to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 6th day of July 1993.

M. C. Louw, for Daly & Neumann Inc., Attorneys for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/wh/AL522.)

Saak 9906/92

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **United Bank,** Eiser, en **Leon de Wet,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof en in die bogemelde saak, sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaan-ingang, op Vrydag, 6 Augustus 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 21696 (Bloemfontein-uitbreiding 142), geleë in die stad en distrik Bloemfontein, bekend as Gannie Viljoenstraat 11, Universitas, Bloemfontein, groot 1 304 (een drie nul vier) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T9564/1987, geregistreer op 30 September 1987.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit 'n woonhuis met ingangsportaal, sitkamer, oopplan kombuis, woonkamer, twee slaapkamers, badkamer/toilet en aparte toilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 12 Julie 1993.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat, Posbus 277, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21301.)

Saak 1832/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **United Bank,** Eiser, en **P. L. du Toit,** Eerste Verweerder, en **I. P. du Toit,** Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof en in die bogemelde saak, sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaan-ingang, op Vrydag, 6 Augustus 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 21159 (Bloemfontein-uitbreiding 135), geleë in die stad en distrik Bloemfontein, bekend as Nikkomdeistraat 9, Pellissier, Bloemfontein, groot 1 198 (een een nege agt) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T8012/1985, geregistreer op 11 Oktober 1985.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit 'n woonhuis met sitkamer, eetkamer, kombuis, badkamer/toilet, stort/toilet en drie slaapkamers en buitegeboue met 'n enkelmotorhuis 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: 12 Julie 1993.

L. D. Y. Booysen, vir Claude Reid, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat, Posbus 277, Bloemfontein. [Tel. (051) 47-9881.] (Verw. LDYB/SMC/W21781.)

Saak 1913/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **NBS Bank Bpk.,** Eiser, en **Everette Leppan,** Eerste Verweerder, en **Valerie Dianah Leppan,** Tweede Verweerder

Ter uitvoering van die uitspraak gelewer in bogemelde saak op 17 Junie 1993, en vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 13 Augustus 1993 om 10:00, te Hoof-ingang, Landdroskantore, Weeberstraat, Odendaalsrus:

Sekere Erf 410, geleë in die stad en distrik Odendaalsrus, synde Findlaystraat 56, Odendaalsrus, groot 773 vierkante meter, gehou kragtens Akte van Transport T7324/1989.

Verbeterings: Drieslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, badkamer met toilet, garage met bediendekamer en toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op die Hooggeregshof, No. 59 van 1959, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18% (agtien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, te Saambou-gebou, hoek van Furst- en Kerkstraat, Odendaalsrus, en Rossouw & Vennote, Tweede Verdieping, S A Property House, Elizabethstraat 6, Bloemfontein, Tel. (051) 30-5870, ingesien word.

Geteken te Bloemfontein hierdie 8ste dag van Julie 1993.

J. H. Conradie, p/a Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 7556/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Bpk.,** Eksekusieskuldeiser, en **D. Jacobs,** Eksekusieskuldenaar

Ingevolge 'n vonnis gedateer 3 Junie 1993, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 13 Augustus 1993 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 17260, geleë in die dorpsgebied Mangaung, distrik Bloemfontein, groot 646 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpagtoekenning T9766/1991; Perseel 17260, Manguang.

Verbeterings: Drieslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, badkamer met toilet, garage en toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16% (sestien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, ingesien word.

Geteken te Bloemfontein hierdie 10de dag van Julie 1993.

J. H. Conradie, p/a Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 7782/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NBS Bank Bpk.**, Eksekusieskuldeiser, en **Kereng Patricia Malope N.O.**, in haar hoedanigheid as Eksekutrise in die boedel van wyle M. J. Malope, Eksekusieskuldenaar

Ingevolge 'n vonnis gedateer 24 Mei 1993, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 13 Augustus 1993 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 18102, geleë in die dorpsgebied Mangaung, distrik Bloemfontein, groot 348 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpagtoekenning TL2087/1991; Perseel 18102, Mangaung.

Verbeterings: Tweeslaapkamerwoonhuis met sitkmer, kombuis, badkamer en toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16% (sestien persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, ingesien word.

Geteken te Bloemfontein hierdie 10de dag van Julie 1993.

J. H. Conradie, p/a Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 2891/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Bpk.**, Eksekusieskuldeiser, en **Martin Cornelius Oosthuizen,** Eksekusieskuldenaar

Ingevolge 'n vonnis gedateer 15 Maart 1993, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 13 Augustus 1993 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 16405, Uitbreiding 106, geleë in die stad en distrik Bloemfontein, groot 1 893 vierkante meter, gehou kragtens Akte van Transport T9129/1992; Ben Tindallstraat 26, Heuwelsig, Bloemfontein.

Verbeterings: Vierslaapkamerwoonhuis met sitkamer, televisie kamer, eetkamer, studeerkamer, kombuis, opwaskamer, twee badkamers, stort, twee toilette, twee garages en toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 16,75% (sestien komma sewe vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, ingesien word.

Geteken te Bloemfontein hierdie 9de dag van Julie 1993.

J. H. Conradie, p/a Rossouw & Vennote, Prokureur van Eksekusieskuldeiser, Tweede Verdieping, SA Property House, Elizabethstraat 6, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak 6686/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Nedperm Bank Bpk.**, Eksekusieskuldeiser, en **Tembinkosi Samson Shiba,** Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 11 Junie 1993, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 27 Augustus 1993 om 11:00, voor die Landdroshof, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van: Erf 18260, Thabong, distrik Welkom, groot 263 (tweehonderd drie-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL2535/1989, geregistreer op 6 September 1989.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit kombuis, sitkamer en badkamer.

Die eiendom is gesoneer vir woondoeleindes.

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 aan die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 18% (agtien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom hierdie 9de dag van Julie 1993.

F. J. Kapp, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Wessels & Smithgebou, Heerenstraat, Welkom.

Saak 1251/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **NBS Bank Bpk.**, Eiser, en **Mzimkulu Witwoath Mbili,** Verweerder

Ingevolge 'n vonnis van die Landdroshof Odendaalsrus, gedateer 17 Junie 1993, en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 17 Junie 1993, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op 13 Augustus 1993 om 09:00, by die hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere Erf 1261, geleë in die dorp Kutlwanong, distrik Odendaalsrus, groot 240 (tweehonderd-en-veertig) vierkante meter, gehou kragtens Transportakte TL2700/1989, bekend as 1261 K1 Kutlwanong.

Verbeterings: Woonhuis bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer en toilet. Niks word gewaarborg nie.

Die eiendom word gebruik vir 'n woonhuis alleenlik.

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieër sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (O.V.S.) of enige wysiging of vervanging daarvan te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 9de dag van Julie 1993.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

Saak 1058/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **United Bouvereniging Bpk.**, Eiser, en **Johannes van der Steen,** Verweerder

Ingevolge 'n vonnis van die Landdroshof Odendaalsrus, gedateer 19 Mei 1992, en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 19 Mei 1992, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op 13 Augustus 1993 om 09:00, by die hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere Erf 349, geleë in die dorp Odendaalsrus, distrik Odendaalsrus, groot 1 227 (eenduisend tweehonderd sewe-en-twintig) vierkante meter, gehou kragtens Transportakte T487/89, bekend as Van der Vyverstraat 101, Odendaalsrus.

Verbeterings: Woonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, kombuis en badkamer met aparte toilet.

Buitegeboue bestaande uit: Enkelmotorhuis, bediende- en stoorkamer en toilet. Niks waarvan gewaarborg word nie.

Die eiendom word gebruik vir 'n woonhuis alleenlik.

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieër sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (O.V.S.) of enige wysiging of vervanging daarvan te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 9de dag van Julie 1993.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

Saak 1022/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **Allied Bank,** Eiser, en **Kgalamonu William Phora,** Eerste Verweerder, en **Thandiwe Dorothy Phora,** Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof Odendaalsrus, gedateer 27 Mei 1993, en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 27 Mei 1993, sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op 13 Augustus 1993 om 09:00, by die hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere Erf 753, geleë in die dorp Kutlwanong, distrik Odendaalsrus, groot 431 (vierhonderd een-en-dertig) vierkante meter, gehou kragtens Transportakte TL7745/1991, bekend as Erf 753, Kutlwanong.

Verbeterings: Woonhuis. Niks word gewaarborg nie.

Die eiendom word gebruik vir 'n woonhuis alleenlik.

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieër sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (O.V.S.) of enige wysiging of vervanging daarvan te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 29ste dag van Junie 1993.

Claassen & Bothma, Eikehofgebou, Kerkstraat, Posbus 247, Odendaalsrus.

Case 2283/92
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 Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Ronald Dennis van Staden,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 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 12069, situated in the Town Sasolburg, District of Parys (Extension 12), measuring 816 square metres, held by the Defendant under Deed of Transfer T637/89, being 45 Louis Botha Street, Sasolburg.

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

The dwelling consists of lounge, dining-room, three bedrooms, kitchen, bathroom/w.c., garage, servants' room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 9th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account. Z47526.) (Ref. Z47526/FCLS/WR/Brewer/djl.)

Case 129/93
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 Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Johannes Jacob Engelbrecht,** First Defendant, and **Rista Engelbrecht,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Offices, Baine Street, Sasolburg, on Friday, 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 Sheriff for the Supreme Court's Offices at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 11466, situated in the Town Sasolburg (Extension 45), District of Parys, measuring 874 square metres, held by the Defendants under Deed of Transfer T2060/90, being 4 Da Gama Street, Sasolburg.

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

The dwelling consists of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., w.c. and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

Dated at Johannesburg this 9th day of June 1993.

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Account. Z62901.) (Ref. Z62901/FCLS/WR/Brewer/djl.)

Saak 59/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **Anna Maria Griessel,** Eiser, en **Johannes Christoffel Griessel,** Verweerder

Kragtens 'n uitspraak van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), op 21 Mei 1993, en lasbrief tot geregtelike verkoping sal die ondervermelde eiendom, op 13 Augustus 1993 om 10:00, te Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur die Balju van die Hooggeregshof, Bloemfontein-Oos, geregtelik verkoop word:

Die eiendom bekend as die restant van die plaas Olga 1165, geleë in die stad en distrik Bloemfontein, groot 167,6923 (een ses sewe komma ses nege twee drie) hektaar gehou kragtens Transportakte T9215/86, geleë tussen twee rante ongeveer 20 km suid van Bloemfontein aan die linkerkant van die Bloemfontein-Reddersburg pad.

Die volgende inligting ten opsigte van die verbeteringe word verskaf maar is nie gewaarborg nie:

Die verbeteringe bestaan uit: Woonhuis bestaande uit sit/eetkamer drie slaapkamers, twee badkamers, kombuis, spens, groot stoepkamer, drie motorhuise, skuur, rondawel, buitegeboue waarvan een 'n melkstal is, sement dam, twee windpompe, krippe, skaapdip, krale, weiding en bewerkte en onbewerkte landerye en Evkom krag.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Hooggeregshowe en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 (veertien) dae na die verkopingsdatum verskaf word.

Die koper sal ook aanspreeklik wees vir betaling van rente op die balans van die koopprys teen 'n koers van 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van die registrasie van transport.

Die koper moet die afslaersgelde op die dag van die verkoping aan die Balju van die Hooggeregshof betaal.

Die koper betaal alle hereregte, transportkoste en agterstallige belastings en heffings en ander uitgawes wat nodig is om die transport te laat geskied en sodanige gelde is onmiddellik op aanvraag betaalbaar aan die prokureur wat sal toesien tot registrasie van transport.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Barnesstraat 5, Bloemfontein, en sal onmiddellik voor die verkoping uitgelees word.

Geteken te Bloemfontein op hierdie 14de dag van Julie 1993.

Schoeman Smith, vir W. J. J. Spangenberg, Prokureur vir Eiser, Vyfde Verdieping, Presidentgebou, St Andrewstraat, Posbus 3293, Bloemfontein.

Saak 136/93

IN DIE LANDDROSHOF VIR DIE DISTRIK CLOCOLAN GEHOU TE CLOCOLAN

In die saak tussen **Oos-Vrystaat Koöperasie Bpk.,** Eiser, en **D. J. van Niekerk,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping, sonder reserwe gehou word te Die Plaas Newrush, distrik Ladybrand, op 11 Augustus 1993 om 10:30, van die ondervermelde residensiële eiendom en plaas 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:

1. *Sekere:* Gedeelte B van Erf 111, Ladybrand, ook bekend as Daan Pienaarstraat 6, Ladybrand, gehou kragtens Transportakte 1591/81, groot 1 175 vierkante meter.

2. *Sekere:* Resterende Gedeelte van die plaas Uysberg 126, distrik Ladybrand, gehou kragtens Transportakte 2/77, groot 76,2387 hektaar.

Onderworpe aan sekere serwitute en voorwaardes.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

1. Drie slaapkamerwoonhuis en buitegeboue.

2. Halfgeboude huis, staalstoor, 15 hektaar aangeplante weiding, Moperispruit loop deur eiendom.

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.

Dippenaar Du Toit & Louw, Fonteinstraat 73, Ficksburg.

Case 2285/92
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 Ltd, and prior to that United Building Society Ltd, Plaintiff, and **Abraham Carel van Zyl,** 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 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 Office, at Trust Bank Chambers, Fichardt Street, Sasolburg.

Erf 1780, situated in the Town Sasolburg Extension 20, District of Parys, measuring 709 m^2 held by the Defendant under Deed of Transfer T14114/1991, being 12 Burnett Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, kitchen, bathroom/w.c., double garage, servant's room and w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges [minimum of R100 (one hundred rand)] on the proceeds of the sale up to the price of R20 000 (twenty thousand rand), and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R100 (one hundred rand).

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

Routledges Inc., Plaintiff's Attorneys, Fifth Floor, United Building, 120 Fox Street, Johannesburg. (Tel. 836-5251.) (Ref. Z47522/FCLS/WR/Mr Brewer/djl.) (Account Z47522.)

Saak 12038/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Standard Bank van S.A. Bpk.,** Eksekusieskuldeiser, en **M. S. Maseleni,** Eerste Eksekusieskuldenaar, en **Mev. N. L. Maseleni,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 16 Julie 1993 in die Landdroshof te Welkom, sal die volgende eiendom verkoop word op Vrydag, 27 Augustus 1993 om 11:00, te die Hoofregeringsgebou (Landdroskantore), Welkom:

Sekere Erf 18748, geleë in die dorp Thabong, distrik Welkom, groot 280 (tweehonderd en tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Titel TL110961/1991, geregistreer op 30 Augustus 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 17,25% (sewentien komma twee vyf 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.

Gedater te Welkom hiedie 13de 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/16690.)

Case 19123/90

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

In the matter between **Standard Credit Corporation Ltd,** Plaintiff, and **Jacob Lepota,** Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bloemfontein, granted on 17 March 1992, and a warrant of execution, the following property will be sold in execution without reserve to the highest bidder on Friday, 13 August 1993 at 10:00, at the Peet Road entrance to the Magistrate's Court.

Certain Erf 8370, Kagisanong, Mangaung, Bloemfontein, also known as 2055 Rocklands Location, Bloemfontein.

Terms:

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

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

3. The purchaser shall be liable and shall pay to the Plaintiffs' Conveyancers on request, the fees of the Sheriff of the Court or for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a Certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State) or any amendment thereof or substitution therefor.

Conditions of sale: The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff of the Court, 5 Barnes Street, Westdene Bloemfontein. The said conditions of sale will be read out by the Sheriff of the Court immediately prior to the sale.

Dated at Bloemfontein on this the 12th day of July 1993.

Israel & Sackstein, Attorneys for Plaintiff, 26/28 Aliwal Street, Bloemfontein. (Ref. Mr Honiball/BS7358.)

PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

AUCOR (PTY) LTD

PUBLIC AUCTION — ROOIHUISKRAAL

IN THE MATTER OF INSOLVENT ESTATE **P. BRANDSMA, MASTER'S REFERENCE T860/93,** HOUSE TO BE SOLD WITHOUT RESERVE ON FRIDAY, 30 JULY 1993 AT 10:30

Duly instructed by the trustee, we will hereby sell this property being Erf 1105, Rooihuiskraal Extension 7, better known as 41 Kwartel Crescent, Rooihuiskraal.

Description: This clinker brick house has a lovely indoor garden and consists of three bedrooms, two bathrooms, lounge, dining-room and a modern open-plan kitchen. There are wall-to-wall carpets throughout the house as well as built-in cupboards. outbuildings include outside toilet, garage and a carport. There is a pool and braai area surrounded by a lavish garden.

Directions: From old Johannesburg Road to Rooihuiskraal, turn right into Panorama, left into Maraboe, right into Koggelaar and then left into Kwartel Crescent.

View: By appointment.

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 (Pty) Ltd: Hatfield Forum East, 1077 Arcadia Street, Hatfield, Pretoria. Tel. (012) 342-2041, 342-3502/5/11. Fax: (012) 342-2042.

AUCOR (EDMS.) BPK.

PUBLIEKE VEILING — SECUNDA

INSOLVENTE BOEDEL **J. C. J. NOTHNAGEL, MEESTERSVERWYSING T651/93,** HUIS TE KOOP SONDER RESERWE OP WOENSDAG, 28 JULIE 1993 OM 12:00:

Behoorlik daartoe gemagtig deur die Kurator, sal ons hiermee hierdie eiendom verkoop, synde Erf 3387, Secunda-uitbreiding 7, beter bekend as Steelpoortstraat 20, Secunda.

Grootte: 1 160 m^2.

Beskrywing: Hierdie lieflike huis het 'n teëldak en bestaan uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, 'n mooi groot kombuis met houtkaste, 'n woonkamer, TV-kamer, sonkamer en 'n patio. Dwarsdeur die huis is daar netjiese volvloermatte en ook diefwering voor al die vensters. Buitegeboue bestaan uit 'n dubbel motorhuis en bediendekwartiere. Daar is 'n skadunet afdak en plaveisel agter die huis en ook 'n pragtige groot tuin.

Aanwysings: Vanaf Evander na Secunda, draai regs in Frans du Toit, links in President Swart, regs in Voortrekker en dan links in Steelpoortstraat.

Besigtiging: Huis word geskou op 24 en 25 Julie 1993, of per afspraak.

Terme: 'n 20% (twintig persent) 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 (Edms.) Bpk., Hatfield Forum-Oos, Arcadiastraat 1077, Hatfield, Pretoria. Tel. (012) 342-2041, (012) 342-3502/5/11. Faks (012) 342-2042.

EDDIE LEONARD AFSLAERS BK

(CK 92/21711/23)

VEILING VAN BOOMRYKE PLOT TE MARIKANA

In opdrag van die Kurator van insolvente boedel **J. H. Boshoff, Meestersverwysing T4627/92,** verkoop ons die onderstaande vaste eiendom per openbare veiling op Vrydag, 30 Julie 1993 om 12:00:

Beskrywing: Gedeelte 39 ('n gedeelte van Gedeelte 8) van die plaas Kafferskraal 342, Registrasieafdeling JQ, Transvaal.

Groot: 1,62 (een komma ses twee) hektaar.

Verbeterings: Drieslaapkamerwoning met ingeboude kaste, groot ingangsportaal, ruim sitkamer en gesinskamer, eetkamer, kombuis, waskamer en enkel badkamer.

Buitegeboue: Veselglas stoor, groot watertenk en draadomheining.

Afslaersnota: Plot is geleë ongeveer 27 km uit die dorp op die Rustenburg/Pretoria pad. Die toegangspad is geteer vir ongeveer 22 km waarna daar 'n grondpad van ongeveer 5 km is. Die eiendom is geleë in 'n boomryke omgewing en geleë naby 'n laerskool.

Terme: 20% (twintig persent) by toeslaan van die bod (kontant of bankgewaarborgde tjek alleenlik). Vir balans moet goedgekeurde bankwaarborg binne 30 (dertig) dae na bekragtiging gelewer word. Volledige verkoopvoorwaardes sal die dag van die veiling voorgehou word.

Bekragtiging: Binne sewe dae na datum van die veiling.

Roetebeskrywing: Ry uit op die Pretoria pad vir ongeveer 27 km, draai links by die naambord "President van Rensburg Laerskool". Ry tot by T-aansluiting, draai links en volg ons rigtingwysers.

Navrae: Eddie Leonard of Reinet Bunge.

Besigtiging: Op afspraak of dag met veiling.

Afslaers: Eddie Leonard Afslaers BK, United-gebou, Tweede Verdieping, Steenstraat, Rustenburg. Tel. (0142) 2-0221. Faks (0142) 2-8904.

PHIL MINNAAR BK

(CK 85/01372/73)

INSOLVENTE BOEDELVEILING VAN PRAG DUBBELVERDIEPINGWONING IN 'N STIL WOONGEBIED IN PRETORIA — WONDERBOOM-SUID

In opdrag van kurator in die insolvente boedel **D. S. van der Merwe en J. M. van der Merwe, Meestersverwysing T1792/93,** verkoop ons die ondervermelde eiendom per openbare veiling op:

Datum: Woensdag, 4 Augustus 1993 om 11:00.

Plek van veiling: Agtste Laan 977, Wonderboom-Suid.

Beskrywing van eiendom: Erf 212, Wonderboom-Suid, beter bekend as Agtste Laan, Wonderboom-Suid, Pretoria, Registrasieafdeling JR, Transvaal. *Groot:* 2 552 m^2.

Verbeterings: Woning bestaande uit vyf slaapkamers (drie het eie volledige badkamers) een aparte badkamer en stort, twee sitkamers, TV-kamer, snoekerkamer met eie toilet, eetkamer, oopplan kombuis, studeerkamer, hysbak, groot kantoor, gastetoilet, twee bediendekamers met geriewe en kombuis, groot motorafdak, swembad, tennisbaan, aantrekkamer, onthaal-area en gevestigde tuin.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek alleen en balans verseker te word met waarborge binne 45 dae na bekragtiging.

Besigtiging: Daagliks tussen 08:00 en 17:00.

Navrae: Skakel ons kantore by (012) 322-8330/1.

Phil Minnaar BK Afslaers, Bus 28265, Sunnyside. Tel. 322-8330/1./2 Faks (012) 322-9263.

MEYER AFSLAERS BK

(CK 91/13027/23)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE RUIM FAMILIEWONING CASHAN-UITBREIDING 2, RUSTENBURG, SWEMBAD EN TWEE BOORGATE

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **B. E. Altern, Meestersverwysing T4932/92,** verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 137, geleë te Katlagterlaan 6, Cashan-uitbreiding 2, Rustenburg. *Grootte:* 1 567 vierkante meter.

Beskrywing: Vier slaapkamers, twee badkamers, sitkamer, familiekamer, eetkamer, moderne kombuis, opwas, dubbelmotorhuis, waskamer, stoorkamer, bediendekwartiere, swembad en twee boorgate.

Plek: Op die perseel: Katlagterlaan 6, Uitbreiding 2, Rustenburg.

Datum en tyd: Dinsdag, 27 Julie 1993 om 11:30.

Afslaersnota: Pragtige ruim familiewoning in rustige en gesogte voorstad.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daagliks of reël met afslaer.

Verdere navrae: Skakel afslaer, Anna van der Watt. Tel. (012) 323-7821 of (012) 43-4642 na-ure.

Die Kurator: Gerrie Albertse. Tel. (0142) 2-1135, na-ure (0142) 2-7808.

Meyer Afslaers BK, Posbus 26800, Menlo Park, 0102. Tel. (012) 323-7821 of (012) 43-4642 na-ure. Faks (012) 324-5119.

PHIL MINNAAR BK AFSLAERS

BESTORWE BOEDELVEILING VAN 'N HOEWE MET TWEE WONINGS EN LOSBATES NOORD VAN PRETORIA

In opdrag va die eksekuteur in die bestorwe boedel **P. W. Oosthuizen, Boedelnommer 4504/93,** verkoop ons die ondervermelde eiendom en losgoed per openbare veiling op Saterdag, 31 Julie 1993 om 10:00:

Plek van veiling: Hoewe 194, Honingnestkrans.

Ligging: Ry met die Soutpanpad. ± 13 km na Onderstepoort draai af by Rooiwalpad, ry vir ± 4,3 km en draai regs in grondpad. Plot aan regterkant. (Sien wegwysers.)

Beskrywing van eiendom: Gedeelte 194 (gedeelte van Gedeelte 4) van die plaas Honingnestkrans 269, Registrasieafdeling JR, Transvaal. *Groot:* 22,5284 hektaar.

Verbeterings: Woning 1: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, aparte toilet en 'n afdak. *Woning 2:* Woonhuis bestaande uit vyf vertrekke en 'n badkamer.

Hoewe verbeterings: Groot stoor, groot varkhokke, ± 269 m^2 hoenderhokke, bediendekamer, twee boorgate, daar is vier kampe en ± 60% (sestig persent) van die hoewe bestaan uit lande.

Losgoed: Tafel en ses stoele met buffet, Telefunken TV-stel, Icelantic kis-tipe vrieskas, vertoonkas, twee banke en twee stoele, twee enkelbeddens, twee enkelbeddens, laaikas, 1962 model F/D trekker en 'n 1975 model Datun 1200 Sedan.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek onmiddellik en balans verseker te word, waarborge binne 45 dae na bekragtiging.

Losgoed: Streng kontant of bankgewaarborgde tjeks.

Besigtiging: Skakel mnr. Viljoen by (012) 561-1327 alle ure.

Navrae: Skakel ons kantore by 322-8330/1.

Reg word voorbehou om items by te voeg of weg te laat.

Phil Minnaar BK Afslaers, Bus 28265, Sunnyside. Tel. 322-8330/1/2. Faks (012) 322-9263.

CONSILIOR (EDMS.) BPK.

INSOLVENTE BOEDELVEILING DISTRIK BALFOUR, DRIE PLASE ASOOK SPILPUNT, LOSBATES OP WOENSDAG, 21 JULIE 1993 OM 11:00 OP DIE PLAAS BRITSVILLE

In opdrag van die Kurator in die insolvente boedel van mnr. F. J. P. Botha, Meestersverwysing T5077/92, verkoop ons die volgende per openbare veiling:

Rigtingverwysing: Vanaf Heidelberg neem N3 na Villiers tot by afdraai na Leeulaagte. Volg pad tot by T-aansluiting. Regs vir ± 500 m. Links na Sandfontein vir ± 400 m. Draai links. Volg pad tot by naambord regs — "F. J. P. Botha — Britsville".

Onroerende eiendomme: Gedeelte 5, 6 en 7 van die plaas Britsville 483, Registrasieafdeling IR, Transvaal. *Groot:* 212,9148 hektaar.

Verbeterings: 150 hektaar lande, 23 hektaar aangeplante weiding, 35 hektaar natuurlike weiding. Huis, stoor. Waterregte.

Gedeelte 1 van die plaas Draaifontein 489, Registrasieafdeling IR, Transvaal. *Groot:* 60,6126 hektaar.

Verbeterings: 35 hektaar lande, natuurlike weiding.

Gedeelte 105 van die plaas Grootvlei 453, Registrasieafdeling IR, Transvaal. *Groot:* 22,6299 hektaar.

Verbeterings: Teflande.

Los bates: Spilpunt, waterpomp, kragopwekker, dieselenjin, watermeter, sinkstore, eiersorteermasjien, stroper, vragmotor, aartappelplanter, mielieplanter, roleg, rolhark, skotteleg en twee trekkers.

Voorwaardes van verkoop:

Vaste bates:

1. 10% (tien persent) deposito plus afslaerskommissie in kontant of bankgewaarborgde tjek na val van hammer.
2. Waarborge vir balans binne 14 dae na aanvraag daarvan.
3. Verkoop van eiendomme onderhewig aan bekragtiging deur die Kurator.
4. BTW eksklusief.

Losgoed:

1. Voetstoots.
2. Kontant of bankgewaarborgde tjeks.
3. BTW eksklusief.

Navrae: Consilior (Edms.) Bpk. Tel. (012) 348-5111 (Dan van Zyl), na-ure: Dan van Zyl (012) 86-8851. Hendrik Gloy (01506) 8-0250.

BOLAND BANK VEILINGS

LIKWIDASIEVEILING VAN NYWERHEIDSGEBOU GELEË TE TILERSTRAAT 8A, MIDDELBURG-UITBREIDING 11 (VOLG ONS WEGWYSERS) OP DONDERDAG, 29 JULIE 1993 OM 10:00:

Behoorlik daartoe gemagtig deur die Likwidateur van **J. H. P. Boukontrakteurs Middelburg BK,** in likwidasie, **Meestersverwysing T41/93,** word ondergemelde per openbare veiling aangebied.

Eiendom: Restant van Erf 3921, geleë in uitbreiding 11, Middelburg, Registrasieafdeling JS, Transvaal. *Groot:* 1 913 m^2.

Verbeteringe: Gebou van 162 m^2 bestaande uit ontvangs, twee kantore en fabriekslokaal. Drie kante betonomheining.

Finansiering beskikbaar: Indien vooraf gereël met Boland Bank Bpk.

Verkoopvoorwaardes: 10% (tien persent) deposito plus afslaerskommissie in kontant of bankgewaarborgde tjeks met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Afslaersnota: Eiendom is geleë in 'n groeiende nywerheidsgebied teenaan die persele van die Columbus projek.

Navrae: Hermie Crous of Rouvaun McKirby (0132) 2-7162.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Markstraat 4, Middelburg.

BOLAND BANK VEILINGS

INSOLVENSIEVEILING VAN TWEE ERWE TE SPRINGS, OP DINSDAG, 3 AUGUSTUS 1993

Behoorlik daartoe gemagtig deur die Kurator van insolvente boedel **C. D. Eloff, Meestersverwysing T1488/92,** word ondergemelde eiendomme per publieke veiling aangebied:

Om 10:00: Engelaweg 5, Erf 1573, geleë in die dorpsgebied Selcourt-uitbreiding 3, Registrasieafdeling IR, Transvaal. *Groot:* ± 1 005 m^2.

Om 11:00: Eerste Laan 126, Erf 3, geleë in die dorpsgebied Welgedacht, Registrasieafdeling IR, Transvaal. *Groot:* ± 753 m^2.

Finansiering beskikbaar: Indien vooraf gereël met Boland Bank Bpk.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjeks met toeslaan van die bod. Waarborg vir die balans koopprys binne 30 dae vanaf datum van bekragtiging.

Navrae: Herman Kunz (011) 812-2420.

Afslaer: Koos van Rensburg (012) 804-2112.

Boland Bank Veilings, Derde Straat 45, Springs.

CHRIS SMIT AFSLAERS

(BK/CC CK/87/09113/23)

INSOLVENTE BOEDELVEILING — LOSGOEDERE EN SPOG SAAIPLAAS TE RADIUM

In opdrag van die Kurator van die insolvente boedel **N. J. Els, Meestersverwysing T1621/93,** verkoop ons die onderstaande eiendom asook losgoedere per openbare veiling op Vrydag, 30 Julie 1993 om 10:00 te plaatse:

Losgoedere: SAF Arc welder — 380 Volts, Alfret Herbert Ltd Coventry draaibank, Liebher konkreet menger 4460 LBS, 1981 Isuzu diesel, 1418 Mercedez perd met enkelas massa sleepwa 1973 model, 10 ton massa sleepwa, 810 Volvo trekker 1977 model, 1300 Turbo Fiat trekker 1979 model, Case 2390 1983 model, 2120 John Deere ("crank" moet gedoen word), Fiat 880 DT 1979 model, 640 Fiat 1981 model, McCormick 434 1971 model, D6 Bulldozer ("tracks" kort aandag 9U), Deutz enjin vir parte, G-North dis 34 4 meter, 2 × 5-tand korsbrekers, 9-tand beitelploeg, rolskoffel, bobaas skoffel, 3-skaar balkploeg Soilmaster, Wilton 5-skaar ploeg, John Deere dubbeldis 16-skaar, John Deere 9910 katoenplukker, John Deere 7000 planter, John Deere 960 stroper met koringtafel, 6 × Tillers, Vetsak 12 voet dis, Nigel 21 mieliedorsmasjien, Hardy gifspuit 600 liter en 400 liter gifspuit Weedmaster.

Eiendom:

1. Resterende gedeelte van die plaas Welgegund 17, Registrasieafdeling JR, Transvaal. *Groot:* 197,1442 hektaar.

2. Resterende Gedeelte 14 (gedeelte van Gedeelte 4) van die plaas Welgegund 17, Registrasieafdeling JR, Transvaal. *Groot:* 122,7835 hektaar.

3. Resterende gedeelte (gedeelte van Gedeelte 15) van die plaas Welgegund 17, Registrasieafdeling JR, Transvaal. *Groot:* 42,931 hektaar.

4. Resterende gedeelte 31 (gedeelte van Gedeelte 15) van die plaas Welgegund 17, Registrasieafdeling JR, Transvaal. *Groot:* 42,9289 hektaar. Gesamentlike grootte: 406,7876 hektaar.

Puik verbeter as volg:

(i) Huise:

(a) Drieslaapkamerwoonhuis, twee badkamers, stoepkamer, sit-/TV-kamer, eetkamer, ruim kombuis, Eskomkrag, klipteëldak, dubbel motorhuis, kantoor met toilet, werkswinkel met gereedskapkamer, gedeeltelike oopstoor met afdakke, gifkamer, meelkamer, tweede stoor met drie ruim kamers.

(b) Tweeslaapkamergrasdakhuis, badkamer, sitkamer en kombuis.

(ii) *Buitegeboue:*

Ses varkhokke, twee groot hoenderhokke, tabakkamer, compound, verskeie ander kamers en opelug melkstal.

(iii) *Water:*

Drie × sementdamme, ± 2 km moederlyn 8" pyp, drie boorgate waarvan twee toegerus is en in Ericsondam pomp.

(iv) *Lande:*

350 hektaar lande, 26 hektaar weiding en geboue en 'n kamp.

N.B. Gedeeltes sal eers afsonderlik en dan gesamentlik opgeveil word.

Voorwaardes:

Losgoedere: Streng kontant of bank-gewaarborgde tjek by toeslaan van die bod alleenlik.

Eiendom: 20% (twintig persent) deposito deur middel van kontant of bank-gewaarborgde tjek.

Volledige voorwaardes ter insae by die afslaers en sal ook die dag van die veiling in die openbaar voorgelees word.

Navrae: Afslaers (01533) 6-5213, 6-5223 kantoorure.

Aanwysings: Vanaf Warmbad neem ou Pretoria pad tot by Radium, draai regs na Mabula en volg pad vir ± 1,8 km. Sien ons rigtingwysers regs.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Koster, op 13 Augustus 1993 om 10:00 voor die Landdroskantoor te Koster die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 12 ('n gedeelte van gedeelte 6) van die plaas VLAKFONTEIN 37, Registrasie Afdeling I.Q., Transvaal; GROOT 3,1749 hektaar;

(2) GEDEELTE 13 ('n gedeelte van gedeelte 6) van die plaas VLAKFONTEIN 37, Registrasie Afdeling I.Q., Transvaal; GROOT 4,1231 hektaar;

(3) GEDEELTE 11 ('n gedeelte van gedeelte 6) van die plaas VLAKFONTEIN 37, Registrasie Afdeling I.Q., Transvaal; GROOT 4,7913 hektaar;

(4) GEDEELTE 40 ('n gedeelte van gedeelte 28) van die plaas VLAKFONTEIN 37, Registrasie Afdeling I.Q., Transvaal; GROOT 94,3889 hektaar;

(5) GEDEELTE 30 ('n gedeelte van gedeelte 6) van die plaas VLAKFONTEIN 37, Registrasie Afdeling I.Q., Transvaal; GROOT 188,7782 hektaar.

Eiendomme (1) tot (5) blykens Akte van Transport T773/1971 in die naam van PIETER THERON.

Ligging van hierdie eiendomme:—

56 km oossuidoos van Koster.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (5): Woonhuis, melkstal met kantoor en voerstoor, staalstoor, afdak, 2 store en varkhokke. Veekerend omhein en verdeel in kampe. 3 Boorgate, sementdam, sinkdam en krippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of 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: AJAA 01400 03G 04G 05G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 15 Julie 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Wolmaransstad, op 11 Augustus 1993 om 10:00 voor die Landdroskantoor te Wolmaransstad die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 9 ('n gedeelte van gedeelte 6) van die plaas KAMEELBULT 162, Registrasie Afdeling H.O., Transvaal; GROOT 330,0361 hektaar; Eiendom (1) blykens Akte van Transport T35734/1978.

(2) DIE RESTERENDE GEDEELTE van gedeelte 4 van die plaas KAMEELBULT 162, Registrasie Afdeling H.O., Transvaal; GROOT 330,0360 hektaar;) Eiendom (2) blykens Akte van Transport T29350/1975.

(3) Resterende gedeelte van gedeelte 3 van die plaas KAMEELBULT 162, Registrasie Afdeling H.O., Transvaal; GROOT 346,6499 hektaar; Eiendom (3) blykens Akte van Transport T36372/1964 in die naam van ERNST HENDRIK OOSTHUIZEN.

Ligging van hierdie eiendomme:—

26 km noordwes van Wolmaransstad.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1): 10 Perdestalle. Veekerend omhein en verdeel in kampe. Boorgat en sementdam.

Eiendom (2): Woonhuis, motorhuis. Veekerend omhein en verdeel in kampe. 9 Boorgate, sementdam en suipkrip.

Eiendom (3): 2 Woonhuise, 3 store en 20 arbeidershuise. Veekerend omhein en verdeel in kampe. 2 Boorgate, sementdam, tenk en 2 suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of 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: AHAG 02564 03G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 15 Julie 1993.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Letaba op 13 Augustus 1993 om 10:00 voor die Landdroskantoor te Tzaneen die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 1 (C E F N Brynn) van die plaas MIELIEKLOOF 505 Registrasie Afdeling L.T., Transvaal; GROOT: 343,4541 hektaar.

Blykens Akte van Transport T51240/1984 in die naam van PAULUS STEFANUS DE JAGER.

Ligging van hierdie eiendom: 16 km noordoos van Tzaneen.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—
Woonhuis, motorhuis met buitekamers, afdak, werskwinkel en gereedskapkamer, was- en stoorkamer, skuur en arbeiderskampong. Veekerend omhein en verdeel in kampe. 4 Boorgate en gronddam.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar.)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 16% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, 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 eiendom 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: AKAA 00907 01G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 15 Julie 1993.

VERED PUBLIC AUCTION

INSOLVENT ESTATE **I. S. JONKER, MASTER'S REFERENCE T903/92**

Instructed by the trustee in the above matter we will sell:

(1) Erf 19051, Delmas Extension 6, Delmas, being 5 Silver Crescent, Delmas Extension 6, Delmas, measuring 1,165 hectares with office block and workshops.

(2) Plot 102, Modder East, Orchards (Delmas area), measuring 4,071 hectares with double-storey dwelling and outbuildings.

Conditions: The properties will be sold to the highest accepted bidders subject to confirmation by the trustee.

Terms: 15% (fifteen per cent) deposit immediately in cash or bank-certified cheque, the balance by approved guarantees within 30 days.

Date of sale for both properties: 2 August 1993 at 12:00, at 5 Silver Crescent, Delmas Extension 6, Delmas.

For further information and to view please phone the auctioneers: Vered (011) 646-5432. Fax (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED PUBLIC AUCTION

TRULOCK S.A. (PTY) LTD, IN LIQUIDATION, **MASTER'S REFEENCE T1742/92:** OFFICE FURNITURE
DAISY, ALSO KNOWN AS BARBARA **HUTCHINSON,** UNDER CURATORSHIP, **MASTER'S REFERENCE 15247/92:** ANTIQUES AND COLLECTABLES

Office furniture to be sold on 20 July 1993 at 11:00.

Antiques and collectables to be sold on 29 July 1993 at 10:30.

Terms: Cash or bank-certified cheques only. VAT will be added to office furniture.

Both sales to take place at Craig Park Shopping Centre, 371 Jan Smuts Avenue, Craighall Park, Johannesburg.

For further information and to view please phone the auctioneers: Vered (011) 646-5432. Fax (011) 486-1618.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

INTERNATIONAL AUCTIONEERS

Insolvent estate **F. G. L. Biagioni, Master's Reference T1831/93.** Magnificent nine-roomed mansion with large sparkling pool, double garage, servants' quarters, etc. on 4 230 square metres. At 71 First Road, Hyde Park, Johannesburg, at 11:00 on Friday, 30 July 1993.

International Auctioneers. Tel. (011) 618-3460.

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING — HAZELPARK, GERMISTON — WOONHUIS MET SWEMBAD

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel van **S. J. R. Kotze, meestersverwysings No. T2866/91,** sal ons die volgende eiendom vir verkoping aanbied op die perseel op Vrydag, 30 Julie 1993 om 10:30:

Eiendom: Barnardstraat 59, Hazelpark, Germiston.

Erf: 13/159 Hazelpark, Germiston.

Grootte: 1 368 m^2.

Beskrywing: Teëldak drieslaapkamerhuis met swembad, omring met betonmure, kombuis, sitkamer, eetkamer, badkamers, dubbel motorhuis, opwaskamer en bediendekamer met toilet.

Verkoopvoorwaardes: 15% (vyftien persent) deposito van die koopprys in kontant of 'n bankgewaarborgde tjek met die toeslaan van die bod. Balans van koopprys verseker te word binne 21 dae na datum van bekragtiging deur die Kurator. Verdere verkoopvoorwaardes sal deur die afslaer uitgelees word voor die toeslaan van die bod.

Afslaersnota: Besigtiging gedurende redelike tye. Sekuriteitswag aan diens. Netjiese huis is loopafstand naby alle geriewe en winkelsentrum.

Navrae: Libra Afslaers. Tel. (011) 674-2336/2595. Na-ure (011) 766-1466.

AUCTRADE VEILINGS

INSOLVENTE BOEDELVEILING VAN 'N WONING GELEË TE DORINGKRUIN, KLERKSDORP

In opdrag van die Kurator in die insolvente boedel **H. Griesel, Meestersverwysing T1708/93,** verkoop ons die ondervermelde eiendom per publieke veiling ter plaatse op Donderdag, 5 Augustus 1993 om 12:00 te Kiepersollaan 11, Doringkruin, Klerksdorp:

Eiendom: Erf 151, Doringkruin, ook bekend as Kiepersollaan 11, Doringkruin, Klerksdorp.

Grootte: 1 042 m^2.

Verbeterings: Woning bestaande uit drie slaapkamers, twee badkamers, sitkamer, TV-kamer, eetkamer, oopplankombuis en 'n opwasarea. Die huis het volvloermatte. Die buitegeboue bestaan uit 'n bediendekamer en 'n dubbelmotorhuis. Die erf is ten volle ommuur.

Afslaersnota: Ruim gesinswoning.

Verkoopvoorwaardes: 15% (vyftien persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborge ter versekering van die balans van die koopprys moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Besigtiging/Besonderhede: Daagliks tussen 08:00 en 18:00 of skakel die afslaer by (012) 343-0741 of Radiospoor (012) 323-1020 Kode AT11. Die eiendom sal ook op skou wees op Saterdag, 31 Julie 1993 en Sondag 1 Augustus 1993 vanaf 13:00 tot 17:00.

Auctrade Afslaers, Posbus 30124, Sunnyside, Pretoria, 0132.

AUCOR (PTY) LTD

F.P. PROPERTIES (PTY) LTD, IN LIQUIDATION, **MASTER'S REFERENCE T3166/92,** TRADING AS BOUILLABAISE RESTAURANT

Top quality restaurant, bar and outdoor furniture, kitchen equipment, etc. at 14 Samantha Road, Strydompark, Randburg, on Tuesday, 20 July 1993 at 10:30.

Duly instructed we will sell free of reserve the assets of the above by public auction.

The above is subject to change without prior notice.

View: Day prior to auction.

Terms: A deposit of R1 000 (cash or bank-guaranteed cheque) on registration. The balance (cash or bank-guaranteed cheque) to be paid on the day of the sale. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All cheques must be cleared before goods will be released.

For further details please contact the auctioneers: Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2094. Tel. (011) 402-5775. Fax (011) 402-6766. S.A.I.A.

AUCOR (PTY) LTD

COMMUNICATION ANTENNA SYSTEMS (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE N462/92

Computers, office furniture, intercom, desks, tables, workbenches, shelving, component racks and trays at 14 Samantha Road, Strydompark, Randburg, on Tuesday, 20 July 1993 at 10:30.

Duly instructed we will sell the above by public auction.

The above is subject to change without prior notice.

To view: Day prior to auction.

Terms: A deposit of R1 000 (cash or bank-guaranteed cheque) on registration. The balance (cash or bank-guaranteed cheque) to be paid on the day of the sale. Bidders being financed must produce an irrevocable letter of credit prior to bidding. All cheques must be cleared before goods will be released.

For further details please contact the auctioneers: Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2094. Tel. (011) 402-5775. Fax (011) 402-6766. S.A.I.A.

AUCOR (PTY) LTD

TIME GROUP OF COMPANIES AND R. McCARTHY (PTY) LTD, IN LIQUIDATION, **MASTER'S REFERENCE T1797/93, T1798/93, T1799/93 AND T1800/93.**

At: Timeholdings, 47 Wierda Road West, Sandton, and continuing at McCarthy House, 52 Wierda Road, Sandton.

On: Saturday, 24 July 1993.

At: 10:30.

Duly instructed by the joint liquidators we will sell the above by public auction. THE ABOVE IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

To view: Day prior to sale 09:30 to 13:00.

Terms: Deposit of R1 000 (cash or bank-guaranteed cheque) is required on registration. The balance (cash or bank-guaranteed cheque) on the day of the sale. Buyers being financed must produce an irrevocable letter of credit prior to bidding. All bids are exclusive of VAT. All bank-guaranteed cheques must be cleared before the goods will be released.

For further details please contact the auctioneers: Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2094. Tel. (011) 402-5775. Fax (011) 402-6766. S.A.I.A.

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **G. R. VAN TONDER, MASTER'S REFERENCE T432/92**

Duly instructed by the provisional trustee in the above matter we will sell by public auction on the spot at 8 Uranus Street, Atlasville, Boksburg, on Friday, 6 August 1993 at 10:30, the following:

Attractive three-bedroomed home with family room and study, Atlasville, Boksburg.

Certain Stand 98, situated at 8 Uranus Street, Atlasville, Boksburg, measuring approximately 1 145 square metres upon which is erected a residence comprising entrance-hall, lounge, dining-room, family room, study, fitted kitchen with eye-level oven and separate hob; three bedrooms (main with dressing-room and bathroom en suite), second bathroom, separate toilet.

Outbuildings: Double garage and toilet. Attractive pool with prick-paved surround and fountains. Well maintained garden. Brick-paved driveway.

Terms: 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view — watchman in attendance.

For further particulars apply to the auctioneers: Mannie Auctioneering Co., Auctioneers, Appraisers, Stock Liquidators and General Agents, Manmart House, 53 Troye Street, corner of Pritchard Street); P.O. Box 9211, Johannesburg, 2000. Tel. (011) 29-9617. Fax (011) 333-3460.

ZIMAN AUCTIONS

SOLID CONSTRUCTION CC, IN LIQUIDATION, **MASTER'S REFERENCE T1445/93**

BUSINESS PREMISES IN THE HEART OF ALBERTON
MOVABLES INCLUDING VEHICLES

Duly instructed by the liquidator in the above matter we shall sell entirely without reserve (the fixed property being subject to confirmation within 14 days), all the assets in this matter, including the fixed property, namely Stand 180, Raceview, zoned Business 4, for business use and being approximately 1 168 square metres in extent, with improvements thereon. As also the movable assets of the company to include office equipment and furniture, also vehicles, compressor, drill press, tools, etc.

Sale to take place on site, 10 Dante Street, Raceview, Alberton, on Tuesday, 27 July 1993 at 10:30.

Thereafter the sale of the vehicles and tools will take place on site, 16 Chrislow Crescent, Alberton North, immediately after sale at Dante Street and at approximately 12:30.

Terms on immovable property: 15% (fifteen per cent) deposit, balance within 45 days of confirmation.

Terms on movables: Cash or bank-guaranteed cheques only — no exceptions. Positive identity document required.

Viewing: Monday, 26 July 1993 at both properties 09:00 to 16:00.

For further details kindly contact the auctioneers: Ziman Auctions (011) 642-4671.

MEYER AFSLAERS BK

(CK 91/13027/23)

IN SAMEWERKING MET

PETER WILLIAMS AFSLAERS & EIENDOMSDIENSTE (EDMS.) BPK.

(Reg. No. 83/3833)

INSOLVENTE BOEDELVEILING: **C. P. COETZEE, MEESTERSVERWYSING T415/93**

PRAGTIGE NUUTVOLTOOIDE WONINGS IN TROSHUISONTWIKKELING. GEEN HEREREGTE BETAALBAAR NIE. GELEË IN MOOI RUSTIGE OMGEWING TE FLORUANA-UITBREIDING 5, PRETORIA, ASOOK ONVERBETERDE ERF TE KAMDEBOWEG, FLORUANA.

Behoorlik daartoe gelas deur die Kurator in die bovermelde boedel sal ons die ondervermelde eiendomme voetstoots per veiling onderhewig aan bekragtiging deur die verkoper verkoop op die persele en tye soos hieronder gespesifiseer, op Donderdag, 29 Julie 1993 om 10:00, op die perseel by Debarastraat 675, Floruana-uitbreiding 5, Pretoria:

1. ERF 198, GELEË TE KAMDEBOWEG, FLORUANA-UITBREIDING 5, PRETORIA:

Grootte: 8 613 vierkante meter. (Onverbeterde erf.)

2. GEDEELTE 16 VAN ERF 598, GELEË TE DEBARASTRAAT 675, FLORUANA-UITBREIDING 5, PRETORIA:

Grootte: 516 vierkante meter.

Verbeterings: Klinkersteen met teëldak, drie slaapkamers, matte. Ingeboude kaste, hoofslaapkamer met eie badkamer plus toilet. Stort en badkamer, oopplan kombuis, opwas, studeerkamer, gaste toilet, oopplan sit-/eet- en TV-kamer. Motorhuis, afdkak, buite toilet, wasbak en stort. Plaveisel.

2. GEDEELTE 17 VAN ERF 598, GELEË TE DEBARASTRAAT 677, FLORUANA-UITBREIDING 5, PRETORIA:

Grootte: 440 vierkante meter.

Verbeterings: Ongeveer 99% (nege nege persent) voltooid. Klinkersteen met teëldak, oopplan kombuis, eetkamer/TV-kamer, sitkamer, studeerkamer, gaste toilet, drie slaapkamers, twee badkamers, buite toilet, wasbak en stort, motorhuis en plaveisel.

4. GEDEELTE 18 VAN ERF 598, GELEË TE DEBARASTRAAT 679, FLORUANA-UITBREIDING 5, PRETORIA:

Grootte: 516 vierkante meter.

Verbeterings: Klinkersteen met teëldak, oopplan kombuis, aparte opwas, sitkamer, eetkamer/TV-kamer, drie slaapkamers, matte en kaste. Hoofslaapkamer met eie badkamer, toilet, stort plus badkamer, motorhuis, buite toilet, stort en wasbak. Plaveisel.

5. GEDEELTE 19 VAN ERF 598, GELEË TE DEBARASTRAAT 681, FLORUANA-UITBREIDING 5, PRETORIA:

Grootte: 535 vierkante meter.

Verbeterings: Klinkersteen met teëldak, oopplan kombuis, studeerkamer, gaste toilet en wasbak. Ruim eetkamer/TV-kamer, sitkamer, drie slaapkamers, matte en kaste, twee badkamers, dubbel motorhuis, buite toilet, wasbak en stort. Plaveisel.

OP DONDERGAG, 29 JULIE 1993 OM 12:00 OP DIE PERSEEL TE BERGLAAN 686, FLORUANA-UITBREIDING 5, PRETORIA:

1. GEDEELTE 8 VAN ERF 598, GELEË TE BERGLAAN 686, FLORUANA-UITBREIDING 5, PRETORIA:

Grootte: 538 vierkante meter.

Verbeterings: Klinkersteen met teëldak, ruim sit-/eetkamer, moderne kombuis, waskamer, studeerkamer, drie slaapkamers, matte, kaste, volle badkamer plus stort, wasbak en toilet. Dubbel motorhuis, buite toilet en stort. Plaveisel.

2. GEDEELTE 7 VAN ERF 598, GELEË TE BERGLAAN 684, FLORUANA-UITBREIDING 5, PRETORIA:

Grootte: 635 vierkante meter.

Verbeterings: Klinkersteen met teëldak, sitkamer, eetkamer, oopplan kombuis, waskamer, drie slaapkamers, matte en kaste, twee badkamers, dubbelmotorhuis, buite toilet en stort. Plaveisel.

3. GEDEELTE 6 VAN ERF 598, GELEË TE BERGLAAN 682, FLORUANA-UITBREIDING 5, PRETORIA:

Grootte: 506 vierkante meter.

Verbeterings: Klinkersteen met teëldak, sitkamer, eet-/TV-kamer, kombuis, waskamer, drie slaapkamers, twee badkamers, hoofslaapkamer, aantrekkamer en eie badkamer. Dubbelmotorhuis. Plaveisel.

OP DONDERDAG, 29 JULIE 1993 OM 14:00 OP DIE PERSEEL TE BURGERSTRAAT 167, PRETORIA-NOORD

ERF 1212, GELEË TE BURGERSTRAAT 167, PRETORIA-NOORD:

Grootte: 2 552 vierkante meter.

Verbeterings: Ruim ou baksteenwoning met grasdak. Die eiendom bestaan uit oorspronklike woning met ses woonvertrekke, kombuis en badkamer. Twee aangrensende woonstelle met vier en drie woonvertrekke onderskeidelik elk met kombuis en badkamer. Die woning benodig heelwat aandag.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Balans binne 30 dae na datum van bekragtiging deur die Kurator.

Reg word voorbehou om enige van hierdie eiendomme van die veiling te onttrek en om verdere eiendomme by te voeg sonder vooraf kennisgewing.

Besigtiging: Daagliks. Sekuriteitswagte by wonings.

Verdere besonderhede: Skakel afslaer: Anna van der Watt. Tel. (012) 323-7821 of (012) 43-4642 na-ure.

Meyer Afslaers BK, Posbus 36800, Menlo Park, 0102. Tel. (012) 323-7821 of (012) 43-4642 na-ure. Faks (012) 324-5119.

Peter Williams Afslaers & Eiendomsdienste (Edms.) Bpk., Posbus 30055, Les Marais, 0038. Tel. (012) 335-2931/2. Faks (012) 335-2931.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **R. C. SIMPSON AND A. E. SIMPSON, MASTER'S REFERENCE T296/93**

Duly instructed by the trustee in the above-mentioned joint insolvent estate, we will sell by public auction, on site at 27 11th Avenue, Lower Houghton, District of Johannesburg, Transvaal, on Thursday, 29 July 1993 at 10:30: A six-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 **N. THOMAS AND J. THOMAS, MASTER'S REFERENCE T4103/92**

Duly instructed by the trustee in the above-mentioned estate, we will sell by public auction, on site at 43 Kei Road, Farramere, District of Benoni, Transvaal, on Monday, 26 July 1993 at 10:30: A four-bedroomed home.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE **A. CAHANA, MASTER'S REFERENCE T1684/93**
INSOLVENT ESTATE **V. CAHANA, MASTER'S REFERENCE T1706/93**

Duly instructed by the trustee in the above-mentioned insolvent estates, we will sell by public auction, on site at 48 Protea Drive, Morningside Manor, District of Sandton, Transvaal, on Tuesday, 27 July 1993 at 10:30: A three-bedroomed residence.

For further particulars and viewing contact the auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

SWANEPOEL & VENNOTE: NELSPRUIT

VEILING: BOSBOU TOERUSTING/VOERTUIE

Daartoe gelas deur die likwidateur van **FORESTRY CONTRACTORS BK,** in likwidasie, sal ons verkoop per publieke veiling op Woensdag, 4 Augustus 1933 om 11:00:

Timber Jack 240 E Skidder, Bell ET 220 Logger, 1989 Toyota Hilux 2.4 diesel, 1988 Toyota Hilux 2.4 diesel, 1987 Ford Bantam, 1989 Isuzu KB 2.1, Ford County Hi Lead, verskeidenheid sleepwaens, Bel 120 Logger, 1989 Isuzu 3000P vragmotor, 2 × Hiband IRC 25 watt 2-rigting radio's, 9 × Stihl kragsae, hoëdrukspuit met Yamaha HB 100 pomp, batterylaaier, hoekslyper, verskeidenheid gebruikte onderdele (meestal Deutz), sweismasjien en rugsakspuite.

Plek: Te Kaapsche Hoop Asbestosmyn, 23 km op die Nelspruit/Kaapsche Hoop teerpad. Afdraai na regs en volg afslaers se aanwysingsborde.

Voorwaardes: Kontant of bankgewaarborgde tjeks by toeslaan van bod. Voetstoots. Die afslaers behou die reg voor om items van die veiling te onttrek voor aanvang van die veiling. Geen reserweprys.

Besigtiging: Dag van veiling, andersins vooraf gereël te word met die afslaers.

Afslaers: Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat; Posbus 1300, Nelspruit, 1200. Tel. (01311) 5-2401. Faks (01311) 5-3335. Navrae: Mnr. Daan Viljoen.

SWANEPOEL & VENNOTE: NELSPRUIT

INSOLVENTE BOEDELVEILING: LANDBOUHOEWE/VOERTUIE

Daartoe gelas deur die Kurator in die insolvente boedel van **J. P. van der Vyver en C. van der Vyver,** en die likwidateur van **Van Mar Dienste BK,** in likwidasie, sal ons verkoop per publieke veiling op die perseel op Woensdag, 4 Augustus 1933 om 09:00:

Eiendom: Gedeelte 15 van die plaas Rietspruit 197, Registrasieafdeling JU, Transvaal. *Groot:* 26,3590 hektaar.

Verbeterings: Vierslaapkamerwoning, dubbelmotorhuis met afdak, swembad en onthaalarea, arbeiderswoning, skaduryke tuin. EVKOM krag. Boorgatwater.

Losgoed: 1987 Ford Husky paneelwa, 1987 Toyota Dyna, kompressor op twee-wiel sleepwa (Ford enjin), Volkswagen onderstel, Bomag roller, Mercedes-Benz 1817 onderstel, groot hoeveelheid skroot yster en petrolpompe.

Voorwaardes:

Vaste eiendom: 20% (twintig persent) deposito kontant of bankgewaarborgde tjeks teen bekragtiging. Waarborge vir balans binne 45 dae daarna. *Losgoed:* Kontant of bankgewaarborgde tjek by toeslaan van bod. Voetstoots. Volledige voorwaardes ter insae by afslaers.

Besigtiging: Op afspraak met afslaers.

Aanwysings: Volg die Uitkykpad vanaf Steiltes tot waar teer eindig. Eiendom aan linkerkant plus-minus 2 km verder. LET OP afslaers se aanwysingsborde.

Afslaers: Swanepoel & Vennote, Vyfde Verdieping, Proromgebou, Brownstraat; Posbus 1300, Nelspruit, 1200. Tel. (01311) 5-2401. Faks (01311) 5-3335. Navrae: Mnr. Daan Viljoen.

CAHI AUCTIONEERS, APPRAISERS & STOCK LIQUIDATORS

(CK 87/12616/23)

MASSIVE INSOLVENT ESTATE, LOOSE ASSETS AUCTION: BUILDING EQUIPMENT, WOODWORK MACHINERY, INCH BY INCH BEDS (COMPLETE), FIRE-ARM, NEW SHAPE VW MICROBUS, CARAVAN, WATER SKI'S, JEWELLERY, VIDEO MACHINES, OFFICE FURNITURE, HOUSEHOLD EQUIPMENT AND FURNITURE, AND MUCH MORE.

Duly instructed by the trustees in the insolvent estates **C. J. van Wyk, Master's Reference T487/93, A. J. Curtin, Master's Refeence T3906/92, R. Grobler, Master's Reference T3827/92, R. Stutterheim, Master's Reference T749/92, T. M. Louw, Master's Reference T3504/93, P. J. Botma, Master's Reference T4368/92, K. Nel, Master's Reference T4898/92, L. Schlebusch, and E. M. Schlebusch, Master's Reference T253/92,** we will sell, Friday, 30 July 1993 at 10:00, at our mart, irrespective of price, corner of Beatrix and Proes Streets, Arcadia, Pretoria:

Building equipment: 300 litre concrete mixer, mounted on low bed and 1 cubic metre hydraulic dumper.

Woodwork machines: Two circular saws, drill press and a compressor.

Water ski's: Jobe slalem, Kidder slalem and a pair flex.

Viewing: Day prior at 13:00-16:00.

Terms: R200 registration fee (refundable). Cash or bank-guaranteed cheques only.

For further information Tel. (012) 325-7250. This advert is subject to change without prior notice.

Cahi Auctioneers, Appraisers & Stock Liquidators. S.A.I.A.

CAPE • KAAP

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Lady Grey op 13 Augustus 1993 om 10:00 voor die Landdroskantoor te Lady Grey die ondergemelde eiendom by publieke veiling verkoop:—

Die Restant van die plaas MORGENSON nr. 23, in die Afdeling Aliwal-Noord GROOT 771,7353 hektaar

Blykens Akte van Transport T6611/1990 in die naam van JOSEPHUS JOHANNES FOUCHE

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:—

25 km noordwes van Lady Grey.

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, motorhuis, stoorkamer, rondawel, skeerskuur en stal en voerskuur. Veekerend omhein en verdeel in kampe. 3 Boorgate, 4 sementdamme, 35 drinkbakke, 5 gronddamme en fontein. Orajerivier.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit a dvertensiekoste.

(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 va 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 eiendom 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: DCAC 04340 01G (REGTE).

Land- en Landboubak van Suid-Afrika, Posbus 375, Pretoria, 0001. 15 Julie 1993.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WILLOWMORE op 12 Augustus 1993 om 10:00 voor die Landdroskantoor te WILLOWMORE die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 7 van die plaas DE KLIP FONTEIN nr 216 in die Afdeling van Willowmore. GROOT: 362,8748 hektaar

(2) Gedeelte 8 van die plaas DE KLIP FONTEIN nr 216 in die Afdeling van Willowmore. GROOT: 41,0149 hektaar.

Eiendomme (1) en (2) blykens Akte van Transport T14676/1985.

(3) Gedeelte 2 (Beakos) van die plaas BEAKOS NEK nr 215 in die Afdeling van Willowmore. GROOT: 982,9761 hektaar.

(4) Restant van Gedeelte 3 (Beakos) van die plaas BEAKOS NEK nr 215 in die Afdeling van Willowmore. GROOT: 1 026,4480 hektaar.

Eiendomme (3) en (4) blykens Kroongrondbrief T101/1956 (1/3de aandeel) en Akte van Transport T42340/1987 (2/3de aandeel).

(5) Gedeelte 1 (Sewefontein) van die plaas TCHNUGANOO nr 217 in die Afdeling va Willowmore. GROOT: 304,3344 hektaar.

(6) Restant van Gedeelte 3 (Sewefontein) van die plaas DE KLIP FONTEIN nr 216 in die Afdeling van Willowmore. GROOT: 647,1099 hektaar.

Eiendomme (5) en (6) blykens Akte van Transport T13463/1987 (1/3de aandeel) en T42340/1987 (2/3de aandeel) in die naam van GUSTAV WILHELM JOHANNES NORTJE.

Die titelaktes ten opsigte van eiendomme (5) en (6) sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

72 km suidoos van Willowmore.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): Jakkalsproef omhein en verdeel in kampe. Sementdam en rivier.

Eiendom (2): 2 Woonhuise, 2 store en 10 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. 2 Gronddamme en rivier.

Eiendom (3) en (4): Jakkalsproef omhein en verdeel in kape. 2 Gronddamme, fonteine en lopies.

Eiendomme (5) en (6): 3 Woonhuise, stoor, skuur en 3 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. Boorgat, 3 gronddamme, 8 fonteine en rivier.

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 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 ransport 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 aagebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DEAX 03105 01G 03G 04G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 15 Julie 1993.

AUCOR (PTY) LTD

Duly instructed by the liquidators, Coopers Trust, in the matter of **Wilfred Rosenberg,** insolvent estate, **Master's Reference T2994/92,** Aucor will sell the following assets by public auction on Friday, 30 July 1993 on site at 10:30:

1. 1/2 share: 6 Arlington Court, 2 Maynard Road, Muizenberg, Sectional Title 29/1980.

2. 1/21 share: Erf 86668, 15 Alexander Road, Muizenberg.

3. 1/21 share: Erf 86763, 25 Holland Street, Muizenberg.

The following will be sold by public auction on Wednesday, 28 July 1993 at 19:00, at the Holiday Inn, Marine Drive, Port Elizabeth:

Shareblock No. 0232/11, Beacon Island, Plettenberg Bay.

Shareblock No. 0410/04 and 0410/3, Cabana Beach, Umhlanga Rocks.

For further particulars contact the auctioneers at: Aucor (Pty) Ltd, 31 Height Street, Doornfontein, 2028. Tel. (021) 544-446. Fax (021) 544-777.

NATAL

DALES BROS. PROPERTY AUCTIONS

Duly instructed by the respective trustees, auction sales to be held on 5 August 1993 on the respective sites:

1. At 10:00: Insolvent estate **G. W. Brockett and J. A. S. Brockett, Master's Reference N13/93,** 90 Wrenway, Yellowwood Park: Spacious bungalow with pool. Entertainment to loune/dining-room, three bedrooms, bathroom, kitchen, family room, double garage and servant's quarter;

thereafter

2. At 11:30: Insolvent estate **N. Nanthikesen and M. Nanthikesen, Master's Reference N392/92,** 213 Rinaldo Road, Glen Hills. Modern, Cape Dutch home. Delightful three-bedroomed home (shower en-suite), kitchen with stove and oven, three garages and fenced garden.

20% (twenty per cent) deposit by way of bank-guaranteed cheque, payable on the fall of the hammer. Conditions of sale available.

Dales Bros. Property Auctions. Tel. (031) 701-3251.

J. M. POTGIETER VEILINGS

INSOLVENTE BOEDELVEILING **K. L. BENADE, MEESTERSVERWYSING N84/93,** EN **H. J. BENADE, MEESTERSVERWYSING N83/93**

VRYHEID — OP VRYDAG, 30 JULIE 1993 IN OPDRAG VAN DIE KURATORS SAL EK VERKOOP:

1. ROERENDE BATES: ONDERWORPE AAN VERANDERING SONDER KENNISGEWING: OM 10:00, UITLANDERSTRAAT 36, VRYHEID:

Toyota Dyna trok (wrak), Leyland trok, Mercedes-Benz (wrak), platbak sleepwa, Ishuba skaal, leer lyfbande, Pallet King, tafel, verpakkingsmateriaal, Kelvinator yskas, brandkluis, Tempest musiekstel, 16 kaste × 1 liter koeldranke, algemene voorraad, vertoonkas en twee toonbanke.

2. ONROERENDE EIENDOMME: OM 12:00, ESSENWOODSTRAAT 19, VRYHEID:

Erf 1200, Groot 1 201 vierkante meter, woonhuis bestaande uit: Vier slaapkamers met ingeboude kaste, eetkamer, kombuis met opwasplek, teëldak, betonmuur omheining, twee badkamers, sitkamer, volvloer matte, bediendekamer en dubbelmotorhuis.

OM 12:00, ESSENWOODSTRAAT 19, VRYHEID: Leë erf 1210, geleë te hoek van Edward; en Tambotiestraat, Vryheid, groot 1 210 vierkante meter.

OM 12:30, SPOORSTRAAT 24, VRYHEID: Erf 1420, groot 904 vierkante meter, woonhuis bestaande uit: Drie slaapkamers met ingeboude kaste, twee badkamers, eetkamer, sitkamer, familiekamer, kombuis, volvloer matte, sinkdak, bediendekamer en enkelmotorhuis.

OM 12:30, 24 SPOORSTRAAT, VRYHEID: Erf 1422, groot 904 vierkante meter, woonhuis geleë te Spoorstraat 28, Vryheid, bestaande uit: Drie slaapkamers met ingeboude kaste, twee badkamers, eetkamer, sitkamer, kombuis, volvloer matte, sinkdak, bediendekamer en dubbelmotorhuis.

GLENCOE — DONDERDAG, 29 JULIE 1993 OM 11:00, DAMMANNWEG 28, GLENCOE:

Restant van Erf 1208, woonhuis met sinkdak, dubbelmotorhuis en bediendekamers, groot 1 866 vierkante meter.

Terme: Onroerende eiendomme: 10% (tien persent) deposito en balans teen registrasie van transport.

Terme: Roerende bates: Voetstoots, geen waarborg. Verwyder dag van veiling.

Betalings: Kontant of bankgewaarborgde tjeks.

Besigtiging: Oggend van veiling.

Navrae: J. M. Potgieter, Jurisforum-gebou, Landdroststraat 152, Vryheid. Tel. (0381) 6122. Vir volledige verkoopvoorwaardes en titelaktes.

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ORANJE-VRYSTAAT

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Bethlehem op 13 Augustus 1993 om 10:00 voor die Landdroskantoor te Bethlehem die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas OORSPRONG NOORD 169, distrik Behtlehem. GROOT: 191,0423 hektaar.

(2) Onderverdeling 1 van die plaas MAMRE 806, distrik Bethlehem. GROOT: 222,1631 hektaar.

Eiendomme (1) en (2) blykens Akte van Transport T1775/1983.

(3) Die restant van die plaas MAMRE 806, distrik Bethlehem. GROOT: 222,1629 hektaar.

Eiendom (3) blykens Aktes van Transport T1775/1983 en T936/1986.

(4) Die plaas TWEELOOPVLEI 1341, distrik Bethlehem. GROOT: 254,3815 hektaar.

Eiendom (4) blykens Akte van Transport T9842/1988, in die naam van CHRISTIAAN DE JAGER.

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (3): 23 km suidwes van Bethlehem.

Eiendom (4): 28 km wes van Bethlehem.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3): Woonhuis, buitegebou, klipstoor en stoor. Veekerend omhein en verdeel in kampe. 5 Fonteine, 5 gronddamme en 4 suipkrippe.

Eiendom (4): Veekerend omhein en verdeel in kampe. 2 Boorgate, sementdam en 6 gronddamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of 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% Afslaersommissie 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 maade 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.

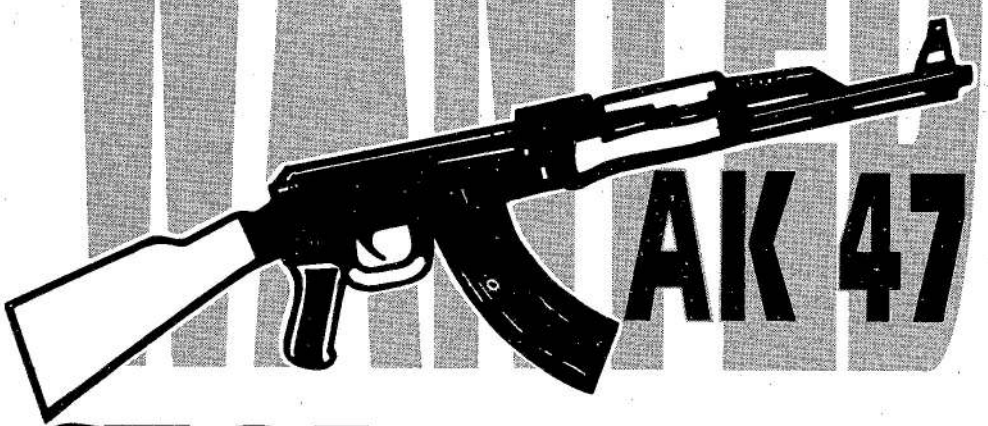
Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAA 03010 02G 03G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 15 Julie 1993.

WANTED



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Please acquaint yourself thoroughly with the

"Conditions for Publication"

of legal notices in the Government Gazette, *as well as the new tariffs in connection therewith*

See List of Fixed Tariff Rates and Conditions on front inner pages

Belangrik

Maak uself deeglik vertroud met die

"Voorwaardes vir Publikasie"

van wetlike kennisgewings in die Staatskoerant, *asook met die nuwe tariewe wat daarmee in verband staan*

Sien Lys van Vaste Tariewe en Voorwaardes op voorste binnebladsye

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